



VIRTUAL CITY COUNCIL MEETING

Monday, January 4, 2021

Regular Session – 7:00 p.m.

As the City of Des Plaines continues to follow social distancing requirements along with Governor Pritzker's Executive Orders and mandated mitigation restrictions, the City Council Meeting on Monday, January 4, 2021 will be held virtually beginning at 7:00 p.m.

The meeting will be live-streamed via: <http://desplaines.org/accessdesplaines> and played on DPTV Channel 17. The meeting may also be viewed in person at City Hall in the Council Chambers. However, pursuant to the current state-wide executive orders, no more than 10 people (including City staff) can be in the Council Chambers at one time during the meeting. Therefore, the City encourages residents and interested parties to participate in the meeting by watching the live-stream or by submitting written public comments in advance of the meeting. Public comment can be taken during the meeting for those that choose to be physically present, those that follow the instructions below to participate virtually, or by submitting public comments by e-mail to publiccomments@desplaines.org.

Public comments received by 5 p.m., Monday, January 4, 2021 will be distributed to City Council members prior to the Council meeting. Please indicate if you wish to have your comment read at the meeting. Public comments read at the meeting are limited to 200 words or less. Public comments should be e-mailed and contain the following information:

- In the subject line, identify "City Council Meeting Public Comment"
- Name
- Address (optional)
- City
- Phone (optional)
- Organization, agency representing, if applicable
- Topic or agenda item number of interest

If you would like to provide live public comment during the virtual meeting, please send your request to publiccomments@desplaines.org and you will be sent a link with additional information to join the meeting.

All e-mails received will be acknowledged. Individuals with no access to e-mail may leave a message with the City Clerk's Office at 847-391-5311.

The City of Des Plaines remains united in ensuring the safety and health of our community and our employees. To protect the public and staff, the City will continue to provide only essential functions and services during the Governor's Stay-at-Home Order. The City urges residents and businesses to comply with the Order. If residents must leave their home, it is very important to practice social distancing and keep at least six feet between others. For a list of services and additional information during this time, please visit www.desplaines.org. The City encourages individuals to sign up for its e-news for important information from the City and its government partners, including State and Federal authorities. The City updates its website and posts on social media daily. To sign up for electronic newsletters, please visit <https://www.desplaines.org/mycity/>.



CITY COUNCIL AGENDA

Monday, January 4, 2021

Regular Session – 7:00 p.m.

Via Zoom Video Conference

publiccomments@desplaines.org

CALL TO ORDER

REGULAR SESSION

ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT – publiccomments@desplaines.org

ALDERMEN ANNOUNCEMENTS/COMMENTS

MAYORAL ANNOUNCEMENTS/COMMENTS

Motion to Extend Declaration of Civil Emergency

CITY CLERK ANNOUNCEMENTS/COMMENTS

MANAGER'S REPORT

CITY ATTORNEY/GENERAL COUNSEL REPORT

CONSENT AGENDA

1. **RESOLUTION R-1-21:** Approving the 2021 Contract Expenditure of the Standard Software Maintenance Agreement with Tyler Technologies, Inc., Troy, Michigan in the Amount of \$129,177.40. Budgeted Funds – IT/R&M Software.
2. **RESOLUTION R-2-21:** Approving the 2021 Expenditure for the Multi-Function Copier Lease Agreement with Konica Minolta Business Solutions USA, Inc., Ramsey, New Jersey in the Amount of \$87,650.16. Budgeted Funds – IT Replacement/Leases.
3. **RESOLUTION R-3-21:** Approving a First Renewal Term of the Downtown Landscape Maintenance Services Contract with Beary Landscaping, Inc., Arlington Heights, Illinois in the Annual Amount of \$128,220. Budgeted Funds – General Fund/Street Maintenance/Miscellaneous Contractual Services.
4. **RESOLUTION R-4-21:** Approving a First Renewal Term of the Parkway Restoration and Planting with Installation Services Contract with TNT Landscape Construction, Inc., Elgin, Illinois in the Amount of \$69,466. Budgeted Funds – Water/R&M Water Distribution and General/Miscellaneous Contractual Services.
5. **RESOLUTION R-5-21:** Approving the Second Year Expenditure of the Street Sweeping Program Contract per Specifications to Lakeshore Recycling Systems, West Chicago, Illinois in the Amount of \$127,546.70. Budgeted Funds – General/Street Maintenance/Miscellaneous Contractual Services.
6. **RESOLUTION R-6-21:** Approving the Purchase of Replacement Parkway Trees from Participating Suburban Tree Consortium (STC) Nurseries and Planting Labor through the West Central Municipal Conference STC, River Grove, Illinois in the Not-to-Exceed Amount of \$240,000 for Spring and Fall Plantings. Budgeted Funds – General/Street Maintenance/Tree Plantings.
7. **RESOLUTION R-7-21:** Approving the Oakton Street Water Tank Painting to Era Valdivia Contractors, Inc., Chicago, Illinois in the Amount of \$690,800. Budgeted Funds – Water/Sewer - Capital Improvements.
8. **RESOLUTION R-8-21:** Approving the Fire Hydrant Purchase to Core & Main, Carol Stream, Illinois in the Amount of \$65,240. Budgeted Funds – Water System Supplies.
9. **RESOLUTION R-9-21:** Approving the Annual Water Meter Purchase to Core & Main, Carol Stream, Illinois in the Amount of \$728,400. Budgeted Funds – Water System/Miscellaneous Contractual Services (\$150,000), R&M Software (\$28,400), and Water Meters (\$550,000).
10. **RESOLUTION R-10-21:** Approving Task Order #13 with M.E. Simpson Company, Inc., Valparaiso, Indiana in the Amount of \$59,020. Budgeted Funds – Water/Professional Services.
11. Minutes/Regular Meeting – December 21, 2020
12. Minutes/Closed Session – December 21, 2020
13. **SECOND READING – ORDINANCE Z-26-20:** Consideration of Preliminary/Final Planned Unit Development and Conditional Use for a Localized Alternative Sign Regulation for a Fueling Station at 10 E. Golf Road

14. **RESOLUTION R-17-21:** Approving an Agreement with Granicus, LLC for Website Design, Development, Hosting and Support Services in the Not-to-Exceed Amount of \$97,951.07. Budgeted Funds – Media Services/Miscellaneous Contractual Services.
15. **RESOLUTION R-12-21:** Approving a New Master Contract with Architectural Consulting Group, Ltd., Barrington, Illinois
16. **RESOLUTION R-13-21:** Approving a New Master Contract with H.R. Green, Inc., McHenry, Illinois
17. **RESOLUTION R-14-21:** Approving a New Master Contract with The Lakota Group, Chicago, Illinois
18. **RESOLUTION R-15-21:** Approving a New Master Contract with Walker Consultants/Engineering, Elgin, Illinois
19. **RESOLUTION R-16-21:** Approving a New Master Contract with Civiltech Engineering, Inc., Itasca, Illinois

UNFINISHED BUSINESS

n/a

NEW BUSINESS

1. **FINANCE & ADMINISTRATION** – Alderman Malcolm Chester, Chair
 - a. Warrant Register in the Amount of \$2,892,222.49 – **RESOLUTION R-11-21**
2. **COMMUNITY DEVELOPMENT** – Alderman Denise Rodd, Chair
 - a. Discussion Regarding Business Assistance Programs

OTHER MAYOR/ALDERMEN COMMENTS FOR THE GOOD OF THE ORDER

ADJOURNMENT

City of Des Plaines, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the ADA Coordinator at 391-5486 to allow the City to make reasonable accommodations for these persons.



INFORMATION TECHNOLOGY DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: December 11, 2020
To: Michael G. Bartholomew, City Manager
From: Romeo Sora, Director Information Technology *RS*
Subject: 2021 Tyler Technologies Standard Software Maintenance Agreement Renewal

Issue: The 2021 budget includes funding for the City's Enterprise Resource Planning (ERP) application's Standard Software Maintenance Agreement renewal with Tyler Technologies, Inc.

Analysis: On December 4, 2017 the City approved one-year contracts that automatically renew with Tyler Technologies for the standard software license and service agreement of their Logos ERP application. The application consisted of the Financial, Human Resource, Community Development, and eSuite modules.

Expenditures under this contract must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year.

Recommendation: I recommend approval of the 2021 contract expenditure of the Standard Software Maintenance Agreement with Tyler Technologies, Inc. 840 West Long Lake Rd., Troy, MI 48098 in the amount of \$129,177.40. This contract will be funded from the budgeted IT R&M Software Account (100-20-230-0000-6300).

Attachments:

Resolution – R-1-21
Exhibit A – Maintenance and Support Agreement

CITY OF DES PLAINES

RESOLUTION R - 1 - 21

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A SOFTWARE LICENSE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SOFTWARE LICENSES AND MAINTENANCE SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on December 4, 2017, the City Council approved Resolution No. R-182-17, approving a contract ("**Agreement**") between the City and Tyler Technologies, Inc. ("**Vendor**") for: (i) certain Logos Enterprise Resources Planning application licenses consisting of Financial, Human Resource, Community Development, and eSuite modules ("**Software**"); and (ii) software maintenance and support services ("**Services**"); and

WHEREAS, on January 1, 2021, the Agreement automatically renewed for a one-year term ending December 31, 2021; and

WHEREAS, the City has appropriated funds for use by the Information Technology Department during the 2021 fiscal year for the procurement of the Software and Services pursuant to the Agreement; and

WHEREAS, the City desires to make expenditures in the not-to-exceed amount of \$129,177.40 during the 2021 fiscal year for the procurement of the Software and the Services from Vendor under the Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$129,177.40 during the 2021 fiscal year for the procurement of the Software and the Services from the Consultant under the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: AUTHORIZATION OF EXPENDITURE. The City Council authorizes the expenditure of the not-to-exceed amount of \$129,177.40 during the 2021 fiscal year for the procurement of the Software and the Services from the Consultant under the Agreement.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Expenditure of Funds Under Agreement with Tyler Technologies for Software Licensing and Maintenance Services
2021



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-320674	12/01/2020	1 of 3

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Ship To: Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	146046		USD	NET45	01/15/2021

Date	Description	Units	Rate	Extended Price
Contract No.: Des Plaines, IL				
	SUPPORT & UPDATE LICENSING - Asset Management Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,677.18	1,677.18
	SUPPORT & UPDATE LICENSING - Bank Rec Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,257.41	1,257.41
	SUPPORT & UPDATE LICENSING - CONTRACT ACCOUNTING Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,677.18	1,677.18
	SUPPORT & UPDATE LICENSING - FM Base Suite Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	13,624.92	13,624.92
	SUPPORT & UPDATE LICENSING - GASB Reporting Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	3,354.35	3,354.35
	SUPPORT & UPDATE LICENSING - INTEGRATED CREDIT CARD Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,499.74	2,499.74
	SUPPORT & UPDATE LICENSING - SELF SERVICE Misc Billing & Receivables Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,677.18	1,677.18
	SUPPORT & UPDATE LICENSING - PC Cash Register Interface Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,499.74	2,499.74
	SUPPORT & UPDATE LICENSING - Project Accounting Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,677.18	1,677.18
	SUPPORT & UPDATE LICENSING - PURCHASING BASE Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	3,354.35	3,354.35
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,677.18	1,677.18
	SUPPORT & UPDATE LICENSING - THIRD PARTY RECEIVABLES Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,453.62	1,453.62
	SUPPORT & UPDATE LICENSING - WORK ORDERS Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	3,391.13	3,391.13
	SUPPORT & UPDATE LICENSING - BENEFITS TRACKING (NON-EMPLOYEE) Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,096.00	2,096.00
	SUPPORT & UPDATE LICENSING - SELF SERVICE Benefits Admin Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,677.18	1,677.18
	SUPPORT & UPDATE LICENSING - Employee Reimbursement and Advances Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,515.78	2,515.78
	SUPPORT & UPDATE LICENSING - HR Base Suite Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	11,529.76	11,529.76
	SUPPORT & UPDATE LICENSING - Personnel Action Processing Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,096.00	2,096.00



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-320674	12/01/2020	2 of 3

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Ship To: Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	146046		USD	NET45	01/15/2021

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - Postion Budgeting Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,096.00	2,096.00
	SUPPORT & UPDATE LICENSING - THIRD PARTY APPLICANT INTERFACE Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	339.58	339.58
	SUPPORT & UPDATE LICENSING - TIME AND ATTENDANCE INTERFACE Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,096.00	2,096.00
	SUPPORT & UPDATE LICENSING - AUTO METER INTERFACE Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,467.77	1,467.77
	SUPPORT & UPDATE LICENSING - METER AND DEVICE INVENTORY Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,096.00	2,096.00
	SUPPORT & UPDATE LICENSING - SERVICE ORDER PROCESSING Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	3,563.77	3,563.77
	SUPPORT & UPDATE LICENSING - UTILITY BILLING (Water/Sewer Base) Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	9,432.93	9,432.93
	SUPPORT & UPDATE LICENSING - THIRD PARTY DOCUMENT IMAGING INTERFACE Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,381.93	1,381.93
	SUPPORT & UPDATE LICENSING - Business Licensing Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,073.36	2,073.36
	SUPPORT & UPDATE LICENSING - CD Standard Users Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	0.00	0.00
	SUPPORT & UPDATE LICENSING - CODE ENFORCEMENT Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,899.79	1,899.79
	SUPPORT & UPDATE LICENSING - COMMUNITY GIS INTEGRATION Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	3,973.15	3,973.15
	SUPPORT & UPDATE LICENSING - MUNICIPAL INSPECTIONS Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,591.22	2,591.22
	SUPPORT & UPDATE LICENSING - PARCEL MANAGEMENT Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	1,381.93	1,381.93
	SUPPORT & UPDATE LICENSING - PERMITS Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,591.22	2,591.22
	SUPPORT & UPDATE LICENSING - PROJECT PLANNING Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,591.22	2,591.22
	SUPPORT & UPDATE LICENSING - REQUEST FOR SERVICES TRACKING Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	2,591.22	2,591.22
	SUPPORT & UPDATE LICENSING - LICENSING (ANIMAL, BUSINESS, CONTRACTOR) Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	1	0.00	0.00
	SUPPORT & UPDATE LICENSING - CD ANALYTICS	2	863.58	1,727.16



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-320674	12/01/2020	3 of 3

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Ship To: Des Plaines
 1420 Miner Street
 Des Plaines, IL 60016-4484

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49910 - MAIN - MAIN	146046		USD	NET45	01/15/2021

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - DECISION SUPPORT BASE DATAMART	1	0.00	0.00
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - FM ANALYTICS	10	251.58	2,515.80
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - HR ANALYTICS	8	262.00	2,096.00
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - UM ANALYTICS	8	262.00	2,096.00
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - SELF SERVICE eEmployee	1	5,031.53	5,031.53
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - SELF SERVICE eLicense	1	1,554.55	1,554.55
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - SELF SERVICE ePayments	1	1,886.58	1,886.58
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - SELF SERVICE ePermits	1	1,554.55	1,554.55
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - SELF SERVICE eRequests	1	1,554.55	1,554.55
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - eSUITE BASE (Payments)	1	3,354.35	3,354.35
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - SELF SERVICE eTimesheets	1	2,515.76	2,515.76
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - SELF SERVICE eUtilities	1	1,387.60	1,387.60
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021	SUPPORT & UPDATE LICENSING - User License to Site License	270	0.00	0.00
Maintenance: Start: 01/Jan/2021, End: 31/Dec/2021				

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	129,177.40
Sales Tax	0.00
Invoice Total	129,177.40



INFORMATION TECHNOLOGY DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: December 11, 2020
To: Michael G. Bartholomew, City Manager
From: Romeo Sora, Director Information Technology *RS*
Subject: Konica Minolta Multi-Function Copier Lease Agreement 2021

Issue: The 2021 budget includes funding for the City's fourteen (14) multi-function copier lease agreement with Konica Minolta Business Solutions U.S.A., Inc.

Analysis: On August 3, 2020 the City approved a three-year lease renewal with Konica Minolta for the lease of multi-function copiers. Expenditures under this lease must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year.

Recommendation: I recommend approval of the 2021 expenditure for the multi-function copier lease agreement with Konica Minolta Business Solutions U.S.A., Inc., 100 Williams Drive Ramsey, NJ 07446 in the amount of \$87,650.16. This contract will be funded from the budgeted IT Replacement, Leases Account (420-00-000-0000-6140).

Attachments:

Resolution – R-2-21
Exhibit A – Konica Minolta Multi-Function Lease Agreement

CITY OF DES PLAINES

RESOLUTION R - 2 - 21

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS UNDER A LEASE WITH KONICA MINOLTA PREMIER FINANCE AND A SERVICES AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.

WHEREAS, on August 3, 2020 the City Council adopted Resolution No. R-135-20, approving and authorizing the execution of: (i) a three-year lease agreement ("*Lease*") with Konica Minolta Premier Finance ("*Lessor*"), an affiliate of Konica Minolta Business Solutions USA, Inc. ("*Vendor*"), for the lease of fourteen multi-function printers/copiers ("*Multifunction Printers*"); and (ii) a three-year service agreement ("*Service Agreement*") with Vendor for the procurement of maintenance and support services ("*Services*") for the Multifunction Printers; and

WHEREAS, on August 3, 2020, the City entered into the Lease with Lessor and the Services Agreement with Vendor; and

WHEREAS, the City Council has appropriated funds in the IT Replacement Fund for use by the Department of Information Technology during the 2021 fiscal year for the lease of the Multifunction Printers from Lessor and the procurement of the Services from Vendor; and

WHEREAS, the City desires to make expenditures in the not-to-exceed amount of \$87,650.16 during the 2021 fiscal year for the lease of the Multifunction Printers from Lessor pursuant to the Lease and the procurement of Services from Vendor pursuant to the Services Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to authorize the expenditure of the not-to-exceed amount of \$87,650.16 during the 2021 fiscal year for the lease of the Multifunction Printers from Lessor and the procurement of the Services from Vendor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are hereby incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: AUTHORIZATION OF EXPENDITURE. The City Council hereby authorizes the expenditure of the not-to-exceed amount of \$87,650.16 during the 2021 fiscal year

for the lease of the Multifunction Printers from Lessor pursuant to the Lease and the procurement of Services from Vendor pursuant to the Services Agreement.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Expenditure of Funds Under Lease with Konica Minolta (2021)

Order Package Acceptance Agreement

Customer Name/Address:

CITY OF DES PLAINES
1420 MINER ST
DES PLAINES, IL 60016-4484

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00563925 time stamped 07/07/20 04:36 PM).

This Order Package is governed by the terms and conditions of the Master Agreement contract between Konica Minolta Business Solutions U.S.A., Inc. and SOURCEWELL 083116-KON, dated 10/19/2016 terms of which are incorporated into this agreement. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: Michael G. Bartholomew
(Please Print)

Signature: _____

Title: City Manager

Date: 8/4/2020

KMBS Representative

Name: _____
(Please Print)

Signature: _____

Date: _____

KMBS Manager

Name: _____
(Please Print)

Signature: _____

Date: _____



KONICA MINOLTA

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. B2B-297488 between Konica Minolta Premier Finance, (Lessor)

And City of Des Plaines, (Customer)
(Full Legal Name of Customer)

Dated: 8/4/2020

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement. (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Signer warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signer for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event you wish to cancel the Agreement because: 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period; 2. Such non-appropriation did not result from any act or failure to act of you; 3. You have exhausted all funds legally available for all payment due under the Agreement; and 4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement and any Supplements or Schedules to the Master Agreement, this ___ day of _____.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance LESSOR SIGNATURE TITLE

CUSTOMER ACCEPTANCE

8/4/2020 City of Des Plaines City Manager
DATED FULL LEGAL NAME OF CUSTOMER SIGNATURE TITLE

FEDERAL TAX I.D.# 36-6005849 PRINT NAME Michael G. Bartholomew

KMPF0017 - 03/13/2014



For office use only (Check one): Branch Windsor

Premier Advantage Agreement

APPLICATION NUMBER
B2B-297488

AGREEMENT NUMBER

KONICA MINOLTA

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME CITY OF DES PLAINES			STREET ADDRESS 1420 MINER ST	
CITY DES PLAINES	STATE IL	ZIP 60016	PHONE* 847 391 5623	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Multiple in Des Plaines, IL

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)	Asset Invoice Information	Serial Number	Start Meter Read(s)
(8) Bizhub C550I - (3) Bizhub C650I - 1420 Miner St			
(3) C558 (service only) 1420 Miner St			
(1) Bizhub C550I - 1111 Joseph Schwab Rd			
(2) Bizhub C550I - 405 S River Rd			

See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
36	36	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 7304.18	\$ _____
Payment includes <u>UNLIMITED</u> B&W pages per month			Overages billed <u>MONTHLY</u> at \$ <u>0.00</u> per B&W page	
Payment includes <u>UNLIMITED</u> Color pages per month			Overages billed <u>MONTHLY</u> at \$ <u>0.00</u> per Color page	

See attached Pool Billing Schedule

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

CITY OF DES PLAINES	X	8/4/2020
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED
36-6005849	Michael G. Bartholomew	City Manager
FEDERAL TAX I.D. #	PRINT NAME	TITLE

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

X		
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

5. WARRANTY DISCLAIMER: **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$100.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. ASSIGNMENT: **YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

12. DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

15. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of ten percent (10%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

17. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

Order Agreement

Check Applicable Box Purchase Lease Other:

INVOICE TO Account #	SOLD TO Account # SO 0000682273	SHIP TO Account #
Legal Name KONICA MINOLTA PREMIER FINANCE	Legal Name CITY OF DES PLAINES	Legal Name CITY OF DES PLAINES
Attn Line 1	Attn Line 1	Attn Line 1 ROMEO SORA
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 1961 HIRST DR	Street Address 1420 MINER ST	Street Address 1420 MINER ST
City MOBERLY State MO Zip 65270	City DES PLAINES State IL Zip 60016-4484	City DES PLAINES State IL Zip 60016
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)	Tax Exempt # E99981793	
P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)	P.O. #	P.O. Expiration Date

Payment Terms: SEE LEASE	<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____	Check Amount Check #
------------------------------------	---	--

Requested Delivery Date: SEE ATTACHED **Maintenance Contract** Accepted Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A	
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A	
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)	N/A	
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)	N/A	
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A	
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A	

ADDITIONAL CHARGES	Additional Charges _____
<input type="checkbox"/> Network _____ <input type="checkbox"/> Removal _____ <input type="checkbox"/> Other _____	TOTAL _____ (TOTAL is exclusive of applicable taxes)

PICK-UP **Requested Removal Date:** 09/08/2020

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A79K011	BIZHUB C558	A79K011008600
1	A79K011	BIZHUB C558	A79K011008634
1	A79K011	BIZHUB C558	A79K011008645
1	A79K011	BIZHUB C558	A79K011008621
1	A79K011	BIZHUB C558	A79K011008609

COMMENTS

INCLUDES UPGRADE, FOR LEASE 450-7808492-017, TO LEASE COMPANY WELLS FARGO
 INCLUDES UPGRADE, FOR LEASE 450-7808492-019, TO LEASE COMPANY WELLS FARGO
 INCLUDES UPGRADE, FOR LEASE 450-7808492-020, TO LEASE COMPANY WELLS FARGO
 INCLUDES UPGRADE, FOR LEASE 450-7808492-018, TO LEASE COMPANY WELLS FARGO
 INCLUDES UPGRADE, FOR LEASE 450-7808492-021, TO LEASE COMPANY WELLS FARGO
[Continued - See Additional Comments Page 1](#)

Order Agreement Additional Equipment - Schedule B

INVOICE TO Account #			SOLD TO Account # SO 0000682273			SHIP TO Account #		
Legal Name KONICA MINOLTA PREMIER FINANCE			Legal Name CITY OF DES PLAINES			Legal Name CITY OF DES PLAINES		
Attn Line 1			Attn Line 1			Attn Line 1 ROMEO SORA		
Attn Line 2			Attn Line 2			Attn Line 2		
Street Address 1961 HIRST DR			Street Address 1420 MINER ST			Street Address 1420 MINER ST		
City MOBERLY State MO Zip 65270			City DES PLAINES State IL Zip ⁶⁰⁰¹⁶⁻ 4484			City DES PLAINES State IL Zip 60016		

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			

Pick-Up

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A79K011	BIZHUB C558	A79K011008573
1	A79K011	BIZHUB C558	A79K011008530
1	A79K011	BIZHUB C558	A79K011008655
1	A79J013	BIZHUB C658 (15A)	A79J013000858
1	A79J013	BIZHUB C658 (15A)	A79J013000847
1	A79J013	BIZHUB C658 (15A)	A79J013000816

Order Agreement Additional Equipment - Schedule B

INVOICE TO	Account #	SOLD TO	Account # SO 0000682273	SHIP TO	Account #
Legal Name	KONICA MINOLTA PREMIER FINANCE	Legal Name	CITY OF DES PLAINES	Legal Name	CITY OF DES PLAINES
Attn Line 1		Attn Line 1		Attn Line 1	ROMEO SORA
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address	1961 HIRST DR	Street Address	1420 MINER ST	Street Address	1420 MINER ST
City	MOBERLY	City	DES PLAINES	City	DES PLAINES
State	MO	State	IL	State	IL
Zip	65270	Zip	60016-4484	Zip	60016

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
150.0	7640019485	KMBS PROFESSIONAL PROJECT SERVI			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			

Pick-Up	
---------	--

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Order Agreement Additional Equipment - Schedule B

INVOICE TO Account #		SOLD TO Account # SO 0000682273		SHIP TO Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name CITY OF DES PLAINES		Legal Name CITY OF DES PLAINES	
Attn Line 1		Attn Line 1		Attn Line 1 ROMEO SORA	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 1961 HIRST DR		Street Address 1420 MINER ST		Street Address 1420 MINER ST	
City MOBERLY State MO Zip 65270		City DES PLAINES State IL Zip ⁶⁰⁰¹⁶⁻ ₄₄₈₄		City DES PLAINES State IL Zip 60016	

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
150.0	7640019485	KMBS PROFESSIONAL PROJECT SERVI			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
150.0	7640019485	KMBS PROFESSIONAL PROJECT SERVI			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			

Pick-Up

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Order Agreement Additional Equipment - Schedule B

INVOICE TO Account #		SOLD TO Account # SO 0000682273		SHIP TO Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name CITY OF DES PLAINES		Legal Name CITY OF DES PLAINES	
Attn Line 1		Attn Line 1		Attn Line 1 ROMEO SORA	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 1961 HIRST DR		Street Address 1420 MINER ST		Street Address 1420 MINER ST	
City MOBERLY State MO Zip 65270		City DES PLAINES State IL Zip 60016-4484		City DES PLAINES State IL Zip 60016	

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
150.0	7640019485	KMBS PROFESSIONAL PROJECT SERVI			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
150.0	7640019485	KMBS PROFESSIONAL PROJECT SERVI			
1	AA7N011	BIZHUB C650I 65 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	XGPCS15DKM	ESP DIAGNOSTIC POWER FILTER 120V/			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			

Pick-Up

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED

Order Agreement Additional Equipment - Schedule B

INVOICE TO Account #			SOLD TO Account # SO 0000682273			SHIP TO Account #		
Legal Name KONICA MINOLTA PREMIER FINANCE			Legal Name CITY OF DES PLAINES			Legal Name CITY OF DES PLAINES		
Attn Line 1			Attn Line 1			Attn Line 1 ROMEO SORA		
Attn Line 2			Attn Line 2			Attn Line 2		
Street Address 1961 HIRST DR			Street Address 1420 MINER ST			Street Address 1420 MINER ST		
City MOBERLY State MO Zip 65270			City DES PLAINES State IL Zip ⁶⁰⁰¹⁶⁻ ₄₄₈₄			City DES PLAINES State IL Zip 60016		

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
150.0	7640019485	KMBS PROFESSIONAL PROJECT SERVI			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	AA7N011	BIZHUB C650I 65 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	XGPCS15DKM	ESP DIAGNOSTIC POWER FILTER 120V/			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
150.0	7640019485	KMBS PROFESSIONAL PROJECT SERVI			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	AA7N011	BIZHUB C650I 65 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			

Pick-Up					
QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED

Order Agreement Additional Equipment - Schedule B

INVOICE TO Account #	SOLD TO Account # SO 0000682273	SHIP TO Account #
Legal Name KONICA MINOLTA PREMIER FINANCE	Legal Name CITY OF DES PLAINES	Legal Name CITY OF DES PLAINES
Attn Line 1	Attn Line 1	Attn Line 1 ROMEO SORA
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 1961 HIRST DR	Street Address 1420 MINER ST	Street Address 1420 MINER ST
City MOBERLY State MO Zip 65270	City DES PLAINES State IL Zip 60016-4484	City DES PLAINES State IL Zip 60016

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	XGPCS15DKM	ESP DIAGNOSTIC POWER FILTER 120V/			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
150.0	7640019485	KMBS PROFESSIONAL PROJECT SERVI			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			
1	A79K011	C558 REFURB	A79K011008100		
1	A79K011	C558 REFURB	A79K011008655		
1	A79K011	C558 REFURB	A79K011008691		
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)			
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)			
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)			
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)			
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)			
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)			
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)			
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)			
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)			
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)			
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)			
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)			
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)			
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)			
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)			
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)			
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)			
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)			

Pick-Up

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED

Order Agreement Additional Comments

Comments

INCLUDES UPGRADE, FOR LEASE 450-7808492-029, TO LEASE COMPANY WELLS FARGO
INCLUDES UPGRADE, FOR LEASE 450-7808492-025, TO LEASE COMPANY WELLS FARGO
INCLUDES UPGRADE, FOR LEASE 450-7808492-031, TO LEASE COMPANY WELLS FARGO
INCLUDES UPGRADE, FOR LEASE 450-7808492-030, TO LEASE COMPANY WELLS FARGO
INCLUDES UPGRADE, FOR LEASE 450-7808492-022, TO LEASE COMPANY WELLS FARGO
INCLUDES UPGRADE, FOR LEASE 450-7808492-016, TO LEASE COMPANY WELLS FARGO

Order Agreement

Check Applicable Box Purchase Lease Other:

INVOICE TO Account #	SOLD TO Account # SO 0000682273	SHIP TO Account #
Legal Name KONICA MINOLTA PREMIER FINANCE	Legal Name CITY OF DES PLAINES	Legal Name CITY OF DES PLAINES
Attn Line 1	Attn Line 1	Attn Line 1 ROMEO SORA
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 1961 HIRST DR	Street Address 1420 MINER ST	Street Address 405 S RIVER RD
City MOBERLY State MO Zip 65270	City DES PLAINES State IL Zip 60016-4484	City DES PLAINES State IL Zip 60016
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)	Tax Exempt # E99981793	
P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)	P.O. #	P.O. Expiration Date

Payment Terms: SEE LEASE	<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____	Check Amount Check #
------------------------------------	---	--

Requested Delivery Date: SEE ATTACHED	Maintenance Contract <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined
--	--

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP *			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP *			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A	
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A	
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)	N/A	
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)	N/A	
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A	
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A	

ADDITIONAL CHARGES	Additional Charges _____
<input type="checkbox"/> Network _____ <input type="checkbox"/> Removal _____ <input type="checkbox"/> Other _____	TOTAL _____ (TOTAL is exclusive of applicable taxes)

PICK-UP	Requested Removal Date: 09/08/2020
----------------	---

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A79K011	BIZHUB C558	A79K011008691
1	A79K011	BIZHUB C558	A79K011008100

COMMENTS

INCLUDES UPGRADE, FOR LEASE 450-7808492-026, TO LEASE COMPANY WELLS FARGO
 INCLUDES UPGRADE, FOR LEASE 450-7808492-027, TO LEASE COMPANY WELLS FARGO

Order Agreement

Check Applicable Box Purchase Lease Other:

INVOICE TO Account #		SOLD TO Account # SO 0000682273		SHIP TO Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name CITY OF DES PLAINES		Legal Name CITY OF DES PLAINES	
Attn Line 1		Attn Line 1		Attn Line 1 ROMEO SORA	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 1961 HIRST DR		Street Address 1420 MINER ST		Street Address 1111 JOSEPH SCHWAB RD	
City MOBERLY State MO Zip 65270		City DES PLAINES State IL Zip 60016-4484		City DES PLAINES State IL Zip 60016	
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		Tax Exempt # E99981793		P.O. Expiration Date	
P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
Payment Terms: SEE LEASE		<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____		Check # _____ Amount _____ Check # _____ Amount _____	

Requested Delivery Date: SEE ATTACHED **Maintenance Contract** Accepted Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7P011	BIZHUB C550I 55 PPM COLOR MFP			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5013	PC-416 PAPER FEED CABINET 2500-SH			
1	AAR4WY1	FS-539 50-SHEET STAPLE FINISHER			
1	AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539			
1	A87JWY2	RU-513 RELAY UNIT FOR FS-534/FS-536			
1	A0PD11T	LK-105 V4 I-OPTION SEARCHABLE PDF			
1	D5133NTKM	ESP POWER FILTER 120V/15A BASIC			
1	ACCJWY1	KP-102 KEYPAD (10" PANEL)			
1	A0W4WY3	WT-506 WORKING TABLE			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
1	7640021474	BIZHUB SECURE PLATINUM FOR ONER			
1	7640020486	KMPF LEASE RETURN 1ST UNIT??			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A	
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A	
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)	N/A	
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)	N/A	
			N/A	
			N/A	

ADDITIONAL CHARGES

Network _____ Removal _____ Other _____

Additional Charges _____
TOTAL _____
(TOTAL is exclusive of applicable taxes)

PICK-UP **Requested Removal Date:** 09/08/2020

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A79K011	BIZHUB C558	A79K011007816

COMMENTS

INCLUDES UPGRADE, FOR LEASE 450-7808492-028, TO LEASE COMPANY WELLS FARGO

Demonstration/Used Machine Disclosure

Company Name: CITY OF DES PLAINES

By signing the "Order Package Acceptance Agreement" in this Order Package, the customer acknowledges the Customer's understanding that the equipment identified below by KMBS Model/Serial Number has been previously used as indicated by the associated Status and Copy Count values.

Equipment				
Model	Serial	Black/White Copy Count	Color Copy Count	Status
C558 Refurb	A79K011008100	39,685	50,194	Sold and refurbished for resale
C558 Refurb	A79K011008655	11,983	25,000	Sold and refurbished for resale
C558 Refurb	A79K011008691	72,255	97,000	Sold and refurbished for resale

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008600</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492017

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008634</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492019

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008645</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492020

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008621</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492018

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008609</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492021

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008573</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492029

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008530</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492025

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 405 S RIVER RD, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008691</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492026

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

THIS DEVICE WILL BE MOVED TO CITY HALL, 1420 MINER ST, FINANCE DEPARTMENT BACK AREA.
Company owned asset

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 405 S RIVER RD, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008100</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492027

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

THIS DEVICE WILL BE MOVED TO CITY HALL, 1420 MINER ST, BASEMENT EMA.
Company owned asset

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1111 JOSEPH SCHWAB RD, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011007816</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492028

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C558</u>	Model: <u>BIZHUB C558</u>	Serial Number: <u>A79K011008655</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492031

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

THIS DEVICE WILL BE MOVED TO THE ~~FINANCE DEPARTMENT~~ REPLACING C654E (A2X1017005532). Moved to the fourth floor media room.
Company owned asset

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C658</u>	Model: <u>BIZHUB C658 (15A)</u>	Serial Number: <u>A79J013000858</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492030

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C658</u>	Model: <u>BIZHUB C658 (15A)</u>	Serial Number: <u>A79J013000847</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492022

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:

Equipment Removal Authorization

Customer: CITY OF DES PLAINES

Pick Up Address: CITY OF DES PLAINES, 1420 MINER ST, DES PLAINES, IL, 60016

Equipment being removed from Customer's Location:

Make: <u>C658</u>	Model: <u>BIZHUB C658 (15A)</u>	Serial Number: <u>A79J013000816</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: WELLS FARGO VENDOR FINANCIAL Lease #: 7808492016

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: _____

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: December 14, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Downtown Landscape Maintenance — Renewal Term

Issue: The 2021 budget includes funding for contractual landscape maintenance services which includes mowing, hardscape weeding, and irrigation repairs within the downtown area.

Analysis: The City approved a one-year contract with Beary Landscaping, Inc. for 2020 landscape maintenance services on January 6, 2020. The contract includes two additional one-year renewal terms upon successful completion. The contract specifications include:

- Landscape Maintenance includes mowing and hardscape weeding.
- Perennials and Annuals include installation and maintenance of planting beds and raised planter pot annual rotations.
- Irrigation Systems include start-up and winterization for all irrigation systems.

This will be the first renewal term. The expenditure must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year. The 2021 contractual price of \$128,220 represents an increase from the prior years' service of approximately 1.7%.

Recommendation: We recommend approval of the first renewal term of the Downtown Landscape Maintenance Services contract with Beary Landscaping, Inc., 15 E. University Drive, Arlington Heights, IL, 60004 in the annual amount of \$128,220. Source of funding will be from the General Fund Street Maintenance Miscellaneous Contractual Services account (100-50-530-0000.6195).

Attachments:

Resolution R-3-21
Exhibit A – Beary Landscaping, Inc. First Renewal and Contract

CITY OF DES PLAINES

RESOLUTION R - 3 - 21

**A RESOLUTION APPROVING THE FIRST RENEWAL OF
A CONTRACT WITH BEARY LANDSCAPING, INC. FOR
DOWNTOWN LANDSCAPE MAINTENANCE.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on January 6, 2020, the City Council approved Resolution No. R-15-20, approving a contract ("**Agreement**") between the City and Beary Landscaping, Inc. ("**Contractor**") for the performance of landscape maintenance and irrigation systems maintenance in the City's Downtown ("**Work**"); and

WHEREAS, the Agreement expires on March 31, 2021; and

WHEREAS, the Agreement provides that the City may renew the Agreement for up to two additional one-year terms; and

WHEREAS, the City has been satisfied with the performance of Contractor and the Work provided by Contractor and has determined that the City will not benefit from switching landscape maintenance contractors at this time; and

WHEREAS, the City has appropriated funds in the General Fund Street Maintenance Account for the procurement of the Work; and

WHEREAS, the City desires to enter into a first renewal of the Agreement for an additional one-year term commencing April 1, 2021 and ending March 31, 2022 in the not-to-exceed amount of \$128,220.00 ("**First Renewal**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the First Renewal with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF FIRST RENEWAL. The City Council hereby approves the First Renewal in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION OF FIRST RENEWAL. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final First Renewal only after receipt by the City Clerk of at least two executed copies of the First Renewal from Contractor; provided, however, that if the City Clerk does not receive such executed copies of the First Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the First Renewal shall, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Renewal of Contract with Beary Landscaping, Inc. for Downtown Landscape Maintenance 2021-2022.

**FIRST RENEWAL OF THE CONTRACT FOR
DOWNTOWN LANDSCAPE MAINTENANCE
BETWEEN THE CITY OF DES PLAINES
AND BEARY LANDSCAPE MANAGEMENT, INC.**

THIS FIRST RENEWAL is made and entered into as of the ____ day of _____, 2021, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**Owner**"), and Beary Landscape Management, Inc. ("**Contractor**"). In consideration of the recitals and mutual covenants and agreements set forth in this First Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Owner and the Contractor entered into that certain "Contract for Landscape Maintenance for TIF 1 District" dated as of January 4, 2020 ("**Contract**"), under which Contract the Owner agreed to procure from the Contractor certain work, including the performance of landscape maintenance and irrigation systems maintenance in the City's Downtown, all as more fully described in the Contract and the attachments thereto (collectively, "**Work**"), and the Contractor agreed to complete the Work for the Owner.

B. Section 3 of the Contract provides that prior to the termination of the then-current term, the Owner and the Contractor may renew the Contract for an additional one-year term by executing a written agreement; provided, however, that the Owner and the Contractor may not renew the Contract for more than two one-year terms after the expiration of the Initial Term described in Section 3 of the Contract.

C. The Initial Term will expire on March 31, 2021, and the Owner and the Contractor desire to renew the Contract for a one-year renewal term that will terminate on March 31, 2022 ("**First Renewal Term**") in accordance with the provisions, terms, and conditions of this First Renewal.

Section 2. Definitions.

All capitalized words and phrases used throughout this First Renewal have the meanings set forth in the various provisions of this First Renewal. If a word or phrase is not specifically defined in this First Renewal, it has the same meaning as in the Contract.

Section 3. First Renewal of the Contract.

Pursuant to Section 3 of the Contract, the Owner and the Contractor hereby renew the Contract for the First Renewal Term. During the First Renewal Term, the City will pay the Contractor for the Work in accordance with the schedule of prices attached to, and by this reference made a part of, this First Renewal as **Exhibit 1**.

Section 4. Effect.

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this First Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Contract and the text of this First Renewal, the text of this First Renewal shall control.

Exhibit 1

CITY OF DES PLAINES

CONTRACT FOR

2020 Downtown Landscape Maintenance

Full Name of Bidder Beary Landscape Management ("Bidder")
Principal Office Address 15001 159th Street Lockport IL 60491
Local Office Address 1308 Rand Rd Des Plaines IL 60016
Contact Person Brian Shelton Telephone Number 312-919-1384

TO: City of Des Plaines ("Owner")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Tom Bueser

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the Downtown Landscape Maintenance within the City (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition

consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to

Exhibit 1

all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the See Attachment A.

2020 TOTAL CONTRACT PRICE (in numbers):

\$ 126,089.00

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this

Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence work *not later than April 1, 2020 (weather dependent), provided that Bidder shall have furnished Owner all bonds and all insurance certificates specified in the Contract/Proposal, and shall end on the December 15, 2020 (weather dependent)* the "Completion Date".

The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and

Exhibit 1

policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.
Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within **[two]** years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified

Exhibit 1

classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Exhibit 1

By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- Bidder has attended the pre-bid meeting.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references with a minimum of 4 municipal references..
- Bidder has fully completed the entire Contract form, including the Total Contract Price.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders (see *Preparation of Contract Proposals* section on Instructions to Bidder page)
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. NONE **[BIDDERS MUST INSERT ALL ADDENDA NUMBERS]**, has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: 12-18, 20 19.

Bidder's Status: () Illinois Corporation () _____ Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: Beary Landscape Management

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent:  Date: 12-18-19

(corporate seal) Printed Name: Brian Shelton
 (if corporation) Title/Position: Sales/Account Manager

Bidder's Business Address: 1308 Rand Rd Des Plaines IL 60016

Bidder's Business Telephone: 847-768-9800 Facsimile: 847-768-9801

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Brian Beary	President	15001 159th Street Lockport IL 60491

Exhibit 1

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of _____, 20__.

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

CITY OF DES PLAINES

Signature: _____

Printed name: Michael G. Bartholomew

Title: _____

#12787998_v1

ATTACHMENT A

City of Des Plaines Landscape Maintenance for TIF 1 District STANDARD SPECIFICATIONS

The following provides detail regarding the services included in this contract. The following detailed scope describes the requirements the City desires in a bid for this project. It may not be all inclusive of the tasks required to complete the project in a high-level manner as described below.

Duration of Contract

The City of Des Plaines will award a one year contract for Landscape Maintenance for TIF 1 District that will begin as weather permits, however not after April 1, 2020 and end on December 15, 2020 (weather permitting). Upon successful completion of the contract, up to two renewals of the contract can be awarded. The contract is set up into four sections:

- A. Landscape Maintenance
 - 1. Downtown Area Landscape Maintenance
- B. Perennial and Annual Installation and Maintenance
 - 1. Downtown Area Planters
 - 2. Downtown Area Landscape Beds
- C. Irrigation system
 - 1. Start –Up and Winterization
 - 2. Maintenance During Season

2. Work Hours

Gas powered lawn maintenance equipment may only be operated Monday through Friday 7:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 4:00 p.m. The equipment includes gasoline powered lawn mowers, leaf blowers, trimmers or any other powered landscape maintenance equipment.

A schedule will be coordinated on all contract areas with City staff. The schedule will ensure that work will not conflict with public use. No work is permitted on Sundays or City holidays.

3. Quality Assurance

- 1. Work shall be performed in a professional, workmanlike manner using the highest quality materials and equipment.
- 2. Weekly Landscape Maintenance checklists form noting completed work must be submitted in person, faxed, or emailed to City staff each week by to confirm all work completed. This includes seasonal planting material quantities, dates/hours of supplemental watering, dates/hours/materials for irrigation repairs, and dates/hours for supplemental maintenance. Contractor shall only be paid

Exhibit 1

for actual work completed.

3. All Landscape Maintenance procedures will conform to accepted horticulture practices.
4. All crew members shall wear uniforms and conduct themselves in a professional manner.
5. The winning bidder shall have a company representative available to regularly meet with City staff to discuss the contract's progress. The representative is required to meet with a City representative before the contract begins in April. The meeting will ensure the winning bidder is clear on scheduling, contract provisions and site locations.
6. All bidders shall submit 5 references with a minimum of 4 municipal references attached to bid packet.

Part 1—Landscape Maintenance

A. TIF 1 Downtown Area

The Downtown area map is attached which includes five zones. All zones are marked with greenspaces/planting beds. Bidders are expected to complete the pricing table and transfer totals to the Schedule of Prices at the end of this attachment.

A list of general areas for Landscape maintenance work are:

Zone 1—Area bounded by Pearson St. to the east; Lee St. to the west; Miner St. to the south and north end of Metropolitan Square to the north.

Zone 2—Area bounded by River Rd. to the east; Pearson to the west; Prairie Ave to the south and Miner St. to the north.

Zone 3—Area bounded by Pearson St. to the east; Lee St. to the west; Prairie Ave to the south and Miner St. to the north.

Zone 4—Miner St. north & south sides from Graceland to Pearson St.

Zone 5—Area bounded by Lee St. to the east; Graceland to the west; Miner St. to the south and Jefferson St. to the north. Includes Webford west of Graceland.

Exhibit 1

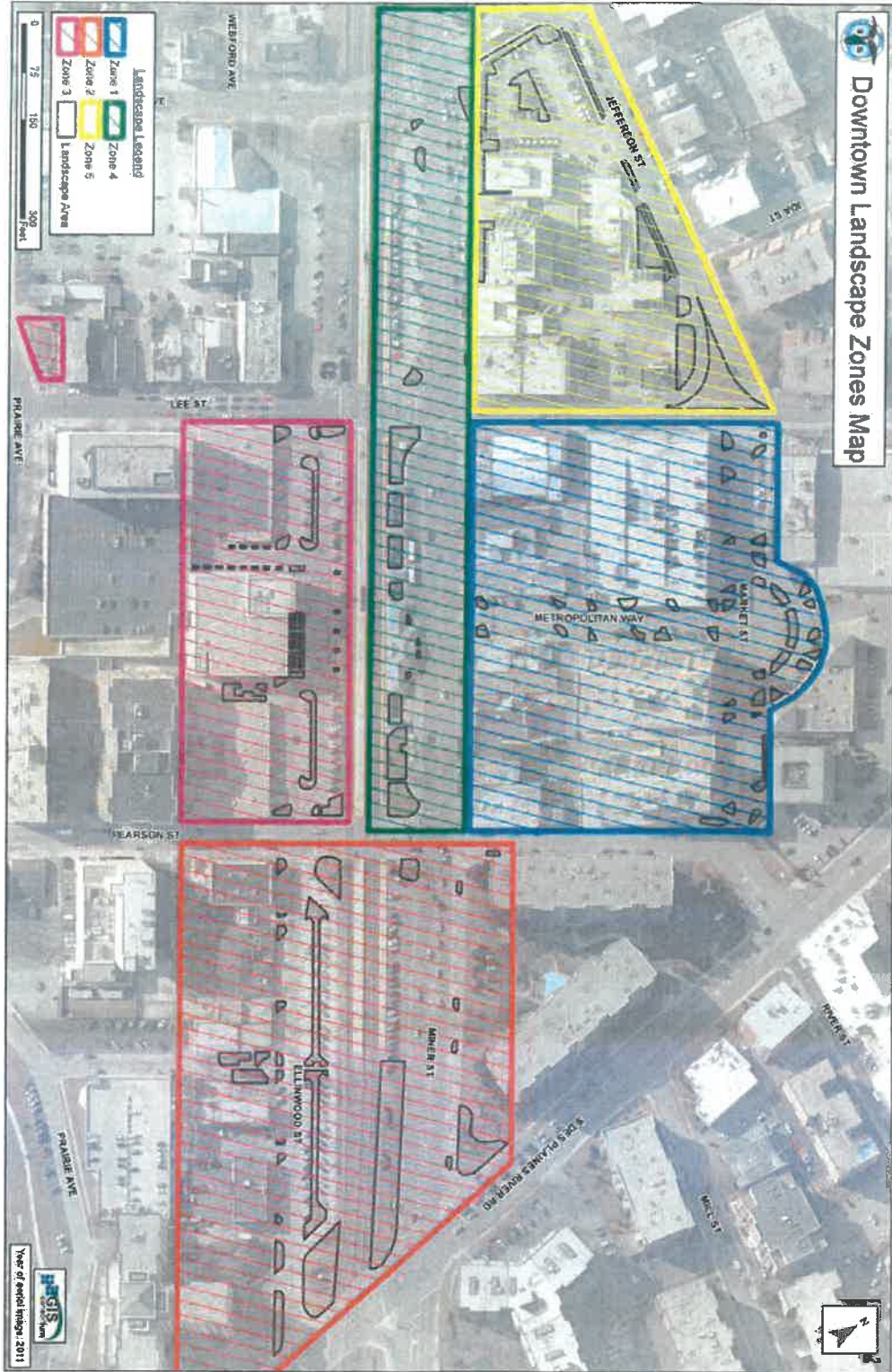


Exhibit 1

SITE #	LOCATION	SQ FT	DESCRIPTION
1	City Hall/Police Station	12,568	TIF 1 Includes the police dept. parking lot, parkways along Jefferson, and in front of City Hall and Police department front & rear.
2	Miner St	9,195	TIF 1 Parkway on the south side of Miner St from River Rd to Pearson; and south side parkway across on east side of River Rd.
3	Miner St. and River Rd	3,916	TIF 1 Greenspace on the northwest corner of Miner St and River Rd (where Des Plaines sign is)
4	Ellinwood St.	17,202	TIF 1 All turf areas on Ellinwood from River Rd. to Pearson
5	Ellinwood St.		TIF 1 All turf areas on Ellinwood from Pearson to Lee
6	Metra Station	6,995	TIF 1 Greenspace in front of the Metra Station on the south side of Miner St.
7	Miner St and Graceland	1,203	TIF 1 Greenspace on the southwest corner of Miner St and Graceland
8	Prairie Ave islands	8,311	TIF 1 Center islands on Prairie Ave between Pearson and Lee; and greenspace near entrance to the Library parking deck.
9	Prairie and Lee	4,182	TIF 1 Greenspace on the west side of Lee St and Graceland (northwest corner and southwest corner)
10	Graceland Parking lot	1,383	TIF 1 For the Graceland Ave parking lot, mow the parkway along Graceland Ave from 653 to 669 and the front part of the lot from the back of 653-661 and 669-685 Graceland west to Graceland Ave
11	Metropolitan Square		TIF 1 includes all landscape beds and turf areas depicted on map in Metropolitan Square.
12	Webford Ave	13,746	Greenspace on Webford Ave 3 lots west of Graceland
13	Jefferson and Miner	500	Greenspace/planting area northwest corner of Jefferson and Miner

All areas depicted in charts below are estimated; it is the responsibility of the bidder to inspect each location before bidding.

Exhibit 1

B. Specifications Applicable to all landscape work in Downtown Landscaping Locations

TURF MAINTENANCE (MOWING AND EDGING)

Turf shall be maintained in a healthy, superior condition with a crisp, clean appearance at all times. It shall be mowed a minimum of once per each week during the growing season May through October. During the months of April and November, turf shall be mowed on an as-needed basis ensuring leaves are mulched.

The day of the week for each location will be coordinated with City staff. Grass at all mowing areas shall be mowed no less than 3" high unless otherwise noted by City staff. Grass shall be cut when it reaches 4" in height. Care shall be taken to lower the height of cut slowly, so as not to put the turf under any undue stress. More frequent mowing shall be required if general turf growth exceeds one half again the specified mowing height between cuts. At no time shall more than 1/2 of the height of the turf be removed at any mowing. Bruising or rough cutting of grass shall not be permitted. Mower blades shall be sharp and properly adjusted so that turf is cut to a uniform height. Scalping will not be permitted. Grass cuttings shall be removed immediately.

All turf areas shall be cleanly edged to the inside edge of any sidewalks, driveways, curbs retaining walls, or other defined edge. All turf growing along public sidewalks and walkways shall be edged to maintain a crisp, clean edge along all such structures. Turf shall also be kept from overgrowing irrigation heads and controls.

Edging shall also include trimming grass around trees, poles, utilities, and any other concrete pads within or immediately adjacent to the turf areas. Edging shall be done every two (2) weeks during the growing season. Herbicides shall not be used for edging. Care shall be taken to avoid damage by mowers to tree trunks, irrigation heads and any other utilities, facilities or structures within or adjacent to turf areas. Any damage caused by the Contractor's negligence shall be repaired by the Contractor at his expense. Prior to mowing, the Contractor shall insure that the mower is clean so that no roots, seeds or crowns of foreign grasses are introduced.

WEED AND DEBRIS REMOVAL

All areas within the work sites are to be kept free of weeds and volunteer tree growth. This includes but is not limited to all bare dirt areas and any weed growth within ground cover, landscape beds, landscape pots, and shrub plantings. Pedestrian walkways, medians and other paved areas are to be kept weed-free at all times; this includes the area that extends two feet from face of curb into the street area. Volunteer tree growth shall be removed weekly by the Contractor as part of this contract. Any weeds which are removed by hand shall be removed in a manner which leaves the ground surface level and does not disrupt the adjacent area. Such weeds shall be disposed of properly

All litter and debris in all maintained areas, including turfed locations, shall be picked up and disposed of properly. Litter and debris shall not be allowed to accumulate but shall be picked up and disposed of a minimum of once per week. The Contractor shall accomplish such litter and debris pickup prior to mowing to avoid shredding and dispersal of these materials.

SHRUB PRUNING AND TRIMMING

All shrubs/grasses/plantings located in designated areas shall be pruned at minimum three times per year to encourage healthy, natural growth patterns for each specific variety. Pruning shall include thinning, shaping, and removing dead or diseased branches. All shrubs shall be pruned back to clear all roadways, curbs, gutters and sidewalks. Shrubs shall not block sign visibility, utilities, utility meters or any other facilities located within the work areas. Shrubs shall not block access to controllers or electric valves and shall be pruned so as to

Exhibit 1

minimize blockage of irrigation head spray patterns.

TREES

Trees which are staked shall have supports kept in good repair. Any broken or damaged supports or ties shall be replaced as soon as possible. Staking shall remain in place until trees are fully capable of self-support. Trees which have low hanging, diseased, dead or broken branches shall be trimmed by the Contractor. Only those tree branches which can be pruned from the ground level using hand or pole-pruning equipment may be trimmed by the Contractor. Branches overhanging traffic lanes shall be kept side trimmed to face of curb line and to a height of twelve (12) feet. Branches overhanging pedestrian routes shall be kept trimmed to a height of eight (8) feet above walkway level. All trees shall be pruned by qualified personnel using sound methods and approved techniques. Trees shall be pruned to develop a structurally sound shape and a healthy, natural appearance. No excessive pruning or stubbing back will be allowed. Sucker growth originating at the crown or below shall be removed.

Trees knocked down by vehicular accidents or trees and large limbs blown down and blocking traffic lanes shall be immediately reported to the City, which shall have responsibility for cleanup of such trees and large limbs. Any time personal property of a motorist or pedestrian is damaged due to falling trees or limbs, the Contractor shall notify the City of Des Plaines Police Department immediately. Any small branches which fall or are blown from median plantings, causing no damage, shall be removed and disposed of by the Contractor

SPRING CLEAN-UP

Spring clean-up shall be conducted during the first two weeks of the landscape season, no later than May 1 of each year. The work included in this item is as follows:

- Debris removal and trash pick-up
- Removal of existing mulch
- Cultivate and mend existing soil
- Top islands and beds with 2" of topsoil as directed by Owner
- Replace mulch with high quality, premium shredded hardwood mulch

All mulch shall be approved by the Owner. A sample of the mulch will be brought to the Facility Maintenance Superintendent for acceptance prior to placement. For bidding purposes mulch quantities are as follows: Mulched area quantities in cubic yards are: Library Plaza 18cy, Metra Station 13cy, City Hall Building 16cy, Ellinwood Commons 18cy, and Metro Square 24cy.

FALL CLEAN-UP

Clean-up will consist of the removal of litter, twigs and branches, accumulated leaves and debris from along the fence lines, shrub and plant bed areas, turf, building exit doorways, building foundations, water inlet and outlet areas, and any other areas where litter, twigs and branches collect.

Perennial plants will be pruned back and any annual flowers will be removed. The Contractor is responsible for hauling away and disposing of all said material off site in accordance with applicable laws. Bid prices shall include all costs associated therewith.

Exhibit 1

EDGE AND CULTIVATE LANDSCAPE BEDS

All landscape islands and beds shall be maintained such that all borders shall maintain a crisp, clean inside edge at all times. The soil shall be cultivated to inhibit weed growth within the beds. Mulch may be requested for beds that are currently mulched. Groundcover shall be kept trimmed behind top of curb lines and within landscape beds at all times. Groundcover shall also be kept off of pedestrian walkways and out of drainage ditches, and inter-planted shrubs and trees. It shall be trimmed to keep all signs, poles, guardrails, and utility meters clear and kept from encroaching in any way onto private property or onto a private property fence. Maintenance shall include removing all spent stalks and flowers immediately following the flowering season. Soil shall be cultivated to inhibit weed growth.

HARD SURFACE CLEANING

The Contractor is responsible to remove any and all vegetation that protrudes through cracks, curb lines, sidewalks, tree planters, parking lots and edges of all hard surface areas within the contract.

Landscape Maintenance TIF 1 Pricing

	2020	2021 (if applicable)	2022 (if applicable)
ZONE 1	7620.00	7772.00	7928.00
ZONE 2	3520.00	3590.00	3662.00
ZONE 3	3310.00	3376.00	3443.00
ZONE 4	3350.00	3418.00	3486.00
ZONE 5	2990.00	3050.00	3111.00
TOTAL	20,790.00	21,206.00	21,630.00

C—SUPPLEMENTAL MAINTENANCE AS REQUIRED

Contractor will provide an hourly price for supplemental maintenance. This item is an hourly rate will include vehicle and labor costs. The pricing for this estimated at 750 hours and the line item for this service is located in the schedule of prices.

Part 2—Perennials and Annuals

A. Downtown Planters

Annuals, perennials, and other materials are to be installed and maintained in planters. The planters are to be addressed with spring annuals, summer annuals, fall mums, and winter decoration requiring rotations throughout the year. There are forty-seven (47) 48" diameter planters. The planters are located along Miner Street, Ellinwood, and Lee St. The work shall include installation of plants, additional bedding for planters to be brought to level and the top 2 inches of soil amended prior to installation, 2 weeks of watering until plantings are established, and treating the soil with 3-month slow release fertilizer. Contractor shall supply a proposed rendering for approval by the City. A supplemental watering price is included in the schedule of prices.

Spring Annual Rotation shall include:

- 6-6" specialty annuals for height
- 18-4" specialty annuals

Exhibit 1

- 10-4" trailing annuals

Summer Annual Rotation shall include:

- 6-6" specialty annuals for height
- 18-4" specialty annuals
- 10-4" trailing annuals

Fall Mum Rotation shall include:

- 4-2 gallon mums per pot

Winter Decoration Rotation completed by 3rd week in November shall include:

- 1 each-Dogwood Dark Red Medium Branches
- 1 each-Bulk Greens - Noble Fir 25# Bale
- 1 each-Bulk Greens - Silver Fir 25# Bale
- 1 each-Bunches - Eucalyptus Seeded
- 1 each-Bunches – Oregonia
- 1 each-Bunches - Red Huckleberry
- 1 each-Bulk Greens - Shore Pine 25# Bale
- 1 each-Bunches - Cedar Incense
- 1 each-Bunches - Eucalyptus Baby Blue
- 1 each-Bunches - Winterberry Large (30"-36" stems)

Downtown Planters Pricing	2020		2021 (if applicable)		2022 (if applicable)	
	Spring Annuals	Per pot	175.00	Per pot	178.00	Per pot
	47pots	8225.00	47 pots	8366.00	47 pots	8517.00
Summer Annuals	Per pot	175.00	Per pot	178.00	Per pot	181.00
	47 pots	8225.00	47 pots	8366.00	47 pots	8517.00
Fall Mums	Per pot	72.00	Per pot	74.00	Per pot	75.00
	47 pots	3384.00	47 pots	3490.00	47 pots	3575.00
Winter Decoration	Per pot	190.00	Per pot	194.00	Per pot	198.00
	47 pots	8930.00	47 pots	9118.00	47 pots	9317.00
Annual TOTAL	28,764.00		29,340.00		29,926.00	

Exhibit 1

B—PERENNIALS AND ANNUALS, LANDSCAPE BEDS

There are locations in which the contractor shall be responsible for installation and maintenance of annuals, perennials, and other grasses. The top 2 inches of soil amended prior to installation, 2 weeks of watering until plantings are established, and treating the soil with 3-month slow release fertilizer. The annual and perennial plant listing design for each planting bed will be reviewed by City representatives before work begins. Utilize the Downtown map from part 1 which includes areas to be maintained. For bidding purposes utilize the following quantities for the schedule of prices which includes planting and 2 weeks of watering until plantings are established:

	Spring	Summer	Fall
Zone 1	1000 misc bulbs	60-38cell flat misc. annuals	200-2 gal. container mums
Zone 2	750 misc bulbs	60-38cell flat misc. annuals	150-2 gal. container mums
Zone 3	1,500 misc bulbs	70-38cell flat misc. annuals	150-2 gal. container mums
Zone 4	750 misc bulbs	50-38cell flat misc. annuals	100-2 gal. container mums
Zone 5	750 misc bulbs	50-38cell flat misc. annuals	100-2 gal. container mums

Landscape Bed Pricing	Spring 2020	Summer 2020	Fall 2020	Spring 2021 (if applicable)	Summer 2021 (if applicable)	Fall 2021 (if applicable)
Zone 1	1200.00	2400.00	2400.00	1225.00	2450.00	2450.00
Zone 2	900.00	2400.00	1800.00	918.00	2450.00	1836.00
Zone 3	1800.00	2800.00	1800.00	1836.00	2856.00	1836.00
Zone 4	900.00	2000.00	1200.00	918.00	2040.00	1225.00
Zone 5	900.00	2000.00	1200.00	918.00	2040.00	1225.00
TOTAL	5700.00	11,600.00	8400.00	5815.00	11,836.00	8572.00

Exhibit 1

Landscape Bed Pricing (cont)	Spring 2022 (if applicable)	Summer 2022 (if applicable)	Fall 2022 (if applicable)
Zone 1	1250.00	2500.00	2500.00
Zone 2	937.00	2500.00	1872.00
Zone 3	1872.00	2913.00	1872.00
Zone 4	937.00	2080.00	1250.00
Zone 5	937.00	2080.00	1250.00
TOTAL	5933.00	12073.00	8694.00

2020 TOTAL 25,700.00

2021 TOTAL (if applicable) 26,273.00

2022 TOTAL (if applicable) 26,700.00

C—SUPPLEMENTAL WATERING

Contractor will provide an hourly price for supplemental watering after installed plantings are established. The hourly rate will include costs for a water truck, personnel, and associated costs. The pricing for this estimated at 20 hours per week for 20 weeks and the line item for this service is located in the schedule of prices. Contractors will be able to pick up water free of charge from the Des Plaines Public Works facility.

PART 3—IRRIGATION SYSTEM START UP, MAINTENANCE, AND WINTERIZATION

A. Description

There are nine irrigation systems located within the maintenance area.

Locations include:

1. Library Plaza (includes Ellinwood from Pearson to Lee)-12 zones
2. Ellinwood from Lee to Graceland-5 zones
3. Ellinwood Lee to River-9 zones
4. Miner St. Graceland to Lee (North Side)-8 zones
5. Miner St. Graceland to Lee (South Side)-4 zones
6. Miner St. Lee to Pearson-6 zones
7. Miner St. River to Pearson-4 zones
8. Metropolitan Square-8 zones

B. Annual Start-Up and Winterization

Successful bidder will be responsible for system start up by May 15 which includes opening all water valves, start & test zones, and adjust and replace sprinkler heads as needed. Fall winterization will be completed by November 20 and includes draining and closing all valves and pneumatic blow out of all lines.

C. Maintenance of System During the Season

Successful bidder will complete repairs and maintenance to irrigation heads, misters, underground lines, and associated components on an hourly rate basis with a mark-up of no more than 10% on materials.

IRRIGATION SYSTEM START UP AND WINTERIZATION

Pricing

	2020	2021 (if applicable)	2022 (if applicable)
Library Plaza	720.00	734.00	748.00
Ellinwood (Lee to Graceland)	300.00	306.00	312.00
Ellinwood (Pearson to River)	540.00	550.00	562.00
Miner St. N. side (Graceland to Lee)	480.00	490.00	500.00
Miner St. S. side (Graceland to Lee)	240.00	245.00	250.00
Miner St. from Lee to Pearson	360.00	367.00	373.00
Miner St. from River to Pearson	240.00	245.00	250.00
Metropolitan Square	480.00	490.00	500.00
Golf Rd. and Wolf Rd.	300.00	306.00	312.00
Hourly rate for Irrigation repairs Rate x 85 hours	4675.00	4768.00	4863.00
TOTAL	8335.00	8501.00	8670.00

Exhibit 1

SCHEDULE OF PRICES

1. LANDSCAPE MAINTENANCE

	2020	2021 (if applicable)	2022 (if applicable)
DOWNTOWN LANDSCAPING ANNUAL PRICE	20,790.00	21,206.00	21,630.00
SUPPLEMENTAL MAINTENANCE AS REQUIRED Hourly Rate x 750 HOURS	22,500.00	22,950.00	23,410.00
TOTAL	43,290.00	44,156.00	45,040.00

2. PERENIALS AND ANNUALS

	2020	2021 (if applicable)	2022 (if applicable)
DOWNTOWN PLANTERS ANNUAL PRICE	28,764.00	29,340.00	29,926.00
LANDSCAPE BEDS ANNUAL PRICE	25,700.00	26,223.00	26,700.00
SUPPLEMENTAL WATERING PRICE 400 HOURS (20 HRS PER WEEK FOR 20 WEEKS)	20,000.00	20,000.00	20,000.00
TOTAL	74,464.00	75,563.00	76,626.00

3. IRRIGATION SYSTEM

	2020	2021 (if applicable)	2022 (if applicable)
START-UP AND WINTERIZATION ANNUAL PRICE	3660.00	3733.00	3807.00
Hourly rate for Irrigation repairs Rate x 85 hours	4675.00	4768.00	4863.00
TOTAL	8335.00	8501.00	8670.00

2020 Downtown Landscape Maintenance Total (Items 1,2,3) \$ 126,089.00

***2021 Downtown Landscape Maintenance Total (Items 1,2,3) \$ 128,220.00**

***2022 Downtown Landscape Maintenance Total (Items 1,2,3) \$ 130,336.00**

***if applicable**

Exhibit 1

ADDITIONAL PRICING

	2020	2021 (if applicable)	2022 (if applicable)
Additional Mulch Installed per cubic yard	75.00	75.00	75.00
Aerating Greenspaces (per complete circuit)	750.00	775.00	800.00
Power Raking Greenspaces (per complete circuit)	950.00	975.00	1,000.00

ATTACH FIVE REFERENCES WITH A MINIMUM OF 4 MUNICIPAL REFERENCES

Please list any subcontractors who will be utilized in completing the services included in the City of Des Plaines 2020 Contract for Landscape Maintenance in the chart below:

Company	Address	Contact Information
Park Ridge Park District	733 N Prospect Ave	Kristi Solberg
Village of Glen Ellyn	185 Spring Ave	Dan Hopkins
Village fo Lisle	925 Burlington	Justin Ross
City of Aurora	44 E. Downer Place	Rosario DeLeon
Northrop Grumman	600 Hicks Road	Debra Thas

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Beary Landscaping Inc.
15001 W 159th Street
Lockport, IL 60491

SURETY:
(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

2020 Downtown Landscape Maintenance. Landscaping Services.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of December, 2019.

Beary Landscaping Inc.
(Principal) _____ *(Seal)*

(Witness)

By: _____
(Title)



(Witness) Hina Azam

Berkley Insurance Company
(Surety) _____ *(Seal)*

By: 

(Title) William Reidinger, Attorney-in-Fact



Exhibit 1

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: William Reidinger Assurance Agency, Ltd. Schaumburg, IL

Surety Bond No.: Bid Bond
Principal: Beary Landscaping Inc.
Obligee: City of Des Plaines
Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

(Seal) [Seal] Attest: By Ira S. Lederman Executive Vice President & Secretary

Berkley Insurance Company By Jeffrey M. Hafter Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 18th day of December, 2019.

(Seal) [Seal]

[Signature]
Vincent P. Forte



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: December 8, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Parkway Restoration and Planting with Installation Services — Renewal Term

Issue: The 2021 budget includes funding for contractual parkway restoration and planting with installation services at various locations throughout the City.

Analysis: The City Council approved a one-year contract with TNT Landscape Construction, Inc. at its January 21, 2020 meeting. The contract includes up to two additional one-year renewal terms. The Public Works and Engineering Department utilizes outside contractors to provide restoration to various locations due to the excavation of water main breaks and sewer repairs as well as providing planting installation services. This work is required throughout the year on an as needed basis.

This would be the first renewal term which would commence on April 1, 2021, weather dependent. Public Works and Engineering staff has contacted TNT Landscape Construction, Inc. who performed well last year and will be maintaining the contractual pricing submitted in 2020.

Recommendation: We recommend approval of the first renewal term of the Parkway Restoration and Planting with Installation Services Contract with TNT Landscape Construction, Inc., 847 S. Randall Road, Suite 334, Elgin, Illinois, 60123 in the amount of \$69,466. Source of funding will be the Water Fund, R&M Water Distribution (500-00-550-0000.6335), and General Fund, Street Maintenance Miscellaneous Contractual Services (100-50-535-0000.6195) accounts.

Attachments:

Resolution R-4-21

Exhibit A – TNT Landscape Construction, Inc. First Renewal and Contract

CITY OF DES PLAINES

RESOLUTION R - 4 - 21

A RESOLUTION APPROVING THE FIRST RENEWAL OF A CONTRACT WITH TNT LANDSCAPE CONSTRUCTION, INC. FOR PARKWAY RESTORATION AND PLANTING INSTALLATION SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on January 21, 2020, the City Council adopted Resolution R-25-20, approving a one-year contract ("**Contract**") with TNT Landscape Construction, Inc. ("**Contractor**") for parkway restoration and planting installation services ("**Work**"); and

WHEREAS, the Contract expires on December 15, 2020; and

WHEREAS, the Contract provides that the City and Contractor may mutually agree to renew the Contract for two additional one-year terms; and

WHEREAS, the City and Contractor desire to renew the Contract for an additional one-year term beginning April 1, 2021 and ending December 15, 2021 in the not-to-exceed amount of \$69,466.00 ("**First Renewal**"); and

WHEREAS, the City has appropriated sufficient funds in the General Fund, Water Fund, and R&M Water Distribution Fund for the procurement of the Work; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the First Renewal with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF FIRST RENEWAL. The City Council hereby approves the First Renewal in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION OF FIRST RENEWAL. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final First Renewal only after receipt by the City Clerk of at least two executed copies of the First Renewal from Contractor; provided, however, that if the City Clerk does not receive such

executed copies of the First Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the First Renewal shall, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Renewal of Contract with TNT Landscape Construction Inc. (2021)

**SECOND RENEWAL OF THE CONTRACT FOR
PARKWAY RESTORATION AND PLANTING WITH INSTALLATION SERVICES
BETWEEN THE CITY OF DES PLAINES
AND LAKESHORE RECYCLING SYSTEMS**

THIS SECOND RENEWAL is made and entered into as of the _____ day of _____, 2021, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**Owner**"), and Lakeshore Recycling Systems ("**Contractor**"). In consideration of the recitals and mutual covenants and agreements set forth in this Second Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Owner and the Contractor entered into that certain "Contract for Street Sweeping Services" dated as of January 23, 2019 ("**Contract**"), under which Contract the Owner agreed to procure from the Contractor certain work, including parkway restoration and planting with installation services, all as more fully described in the Contract and the attachments thereto (collectively, "**Work**"), and the Contractor agreed to complete the Work for the Owner.

B. Section 3 of the Contract provides that prior to the termination of the then-current term, the Owner and the Contractor may renew the Contract for an additional one-year term by executing a written agreement; provided, however, that the Owner and the Contractor may not renew the Contract for more than two one-year terms after the expiration of the Initial Term described in Section 3 of the Contract.

C. The Initial Term expired on December 31, 2019, the Owner and the Contractor renewed the Contract for a one-year renewal term that will terminate on December 31, 2020.

D. The Owner and the Contractor desire to renew the Contract for the second one-year renewal term that will terminate on December 31, 2021 ("**Second Renewal Term**") in accordance with the provisions, terms, and conditions of this Second Renewal.

Section 2. Definitions.

All capitalized words and phrases used throughout this Second Renewal have the meanings set forth in the various provisions of this Second Renewal. If a word or phrase is not specifically defined in this Second Renewal, it has the same meaning as in the Contract.

Section 3. Second Renewal of the Contract.

Pursuant to Section 3 of the Contract, the Owner and the Contractor hereby renew the Contract for the Second Renewal Term. During the Second Renewal Term, the City will pay the Contractor for the Work in accordance with the Schedule of Prices attached to, and by this reference made a part of, this Second Renewal as **Exhibit 1**.

Section 4. Effect.

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this Second Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Contract and the text of this Second Renewal, the text of this Second Renewal shall control.

IN WITNESS WHEREOF, the parties have caused this Second Renewal to be executed by their duly authorized representatives.

ATTEST:

CITY OF DES PLAINES

City Clerk

Michael G. Bartholomew, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel Dated

WITNESS:

LAKESHORE RECYCLING SYSTEMS

By: _____

By: _____

Date: _____

Date: _____

Exhibit 1

CITY OF DES PLAINES

CONTRACT FOR

2020 Parkway Restoration and Planting with Installation Services

Full Name of Bidder TNT Landscape Construction Inc. ("Bidder")
 Principal Office Address 847 S. Randall Rd #334 Elgin IL 60123
 Local Office Address _____
 Contact Person Tim Terlecki Telephone Number 630 549 9183

TO: City of Des Plaines ("Owner")
 1420 Miner Street
 Des Plaines, Illinois 60016
 Attention: _____

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the parkway restorations and planting material installation at the various locations throughout the City (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as

required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the attachments and specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

Exhibit 1

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, See Attachment A

TOTAL CONTRACT PRICE (in numbers):

\$ 69,466.00

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices; and
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence work not later than April 1, 2020 (weather dependent), provided that Bidder shall have furnished Owner all bonds and all insurance certificates specified in the Contract/Proposal, and shall end on the December 15, 2020 (weather dependent) the "Completion Date". The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or

Exhibit 1

otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.
Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within two years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in

Exhibit 1

compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. and any other prevailing wage laws; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

C. Prevailing Wage Act. This Contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"). A copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate will apply to this Contract. Bidder and any subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record-keeping duties and certified payrolls.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience (minimum of 5 years), ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

Exhibit 1

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Exhibit 1

By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

Bidder has carefully examined and read the ITB and all related documents in their entirety.

The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.

Bidders has provided a list of client references with a minimum of four municipal references.

Bidder has fully completed the entire Contract form, including the Total Contract Price.

Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders

Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. *NONE* [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.

Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Bidder has included certifications that it has met all required standards set forth in Owner's

Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

Exhibit 1

Dated: 12/29, 2019.

Bidder's Status: () Corporation () Partnership () Individual Proprietor
 (State) (State)

Bidder's Name: TAT Landscape Construction Inc.

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: [Signature] Date: 12-29-19

(corporate seal) Printed Name: Tim Terlecki
 (if corporation)

Title/Position: President

Bidder's Business Address: 847 S. Randall Rd #334
Elgin IL 60123

Bidder's Business Telephone: 630 5499183 Facsimile: —

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
<u>Tim Terlecki</u>	<u>President</u>	<u>847 S. Randall Rd Elgin IL</u>

Exhibit 1

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of _____, 20____.

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

CITY OF DES PLAINES

Signature: _____
Printed name: Michael G. Bartholomew
Title: City Manager

#12787998_v1

Exhibit 1
SCHEDULE OF PRICES
Restoration

ITEM	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
TOPSOIL & SEEDING	3,500 Sq. Yds.	8.00	28,000.00
TOPSOIL & SODDING	250 Sq. Yds.	12.00	3,000.00
TOPSOIL & HYDROSEEDING	500 Sq. Yds.	5.50	2,750.00
		TOTAL	33,750.00

Plantings and Installation

Item #	Pay Item	Unit	Estimated Quantity	Unit Cost	Installation Cost	Total Cost
1	Japanese Blood Grass, 2 gal	EA	25	6.00	7.00	325.00
2	American Elite Daylily Mixture, 1 - 1-1/2 fans	EA	25	6.00	7.00	325.00
3	Kallay Compact Juniper, 18" BB	EA	40	21.00	18.00	1560.00
4	Goldflame Spirea, 18" BB	EA	40	21.00	18.00	1560.00
5	Fountain Grass, 2 gal	EA	50	6.00	7.00	650.00
6	Swamp White Oak, 3-1/2" BB	EA	1	375.00	175.00	550.00
7	Annabelle Hydrangea, 18" BB	EA	50	24.00	18.00	2100.00
8	St. Johns Wort, 18" BB	EA	222	20.00	18.00	8436.00
9	Japanese Garden Juniper, 18" BB	EA	16	24.00	18.00	672.00
10	Rugosa Rose, 24" BB	EA	125	25.00	22.00	5875.00
11	Magenta French Hybrid Lilac, 4' BB	EA	17	84.00	30.00	1936.00
12	Stella De Oro Daylilies, 2-3 fans	EA	40	6.00	7.00	520.00
13	Blue Sargent Juniper, 18" BB	EA	28	21.00	18.00	702.00
14	Blue French Hybrid Lilac, 4' BB	EA	17	95.00	30.00	2125.00
15	Profusion Crab, 3"	EA	2	175.00	165.00	680.00
41	Pulverized Topsoil	CY	100	25.00	22.00	4700.00
43	Post Planting Watering	HR	60	0.00	50.00	3000.00

TOTAL 35,716.00

2020 Parkway Restoration and Planting with Installation Services Total 69,466.00



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: December 5, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*
Timothy Watkins, Assistant Director of Public Works and Engineering

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering

Subject: Street Sweeping - Renewal Term

Issue: The 2021 budget includes funding for contractual street sweeping services.

Analysis: The City Council approved a one-year contract with Lakeshore Recycling Systems for 2019 Street Sweeping Program at its March 4, 2019 meeting. The contract documents include unit pricing for 7 citywide sweeping circuits, three permeable alley maintenance circuits, and an hourly rate for additional sweeping as needed (Downtown, Oakton St., and main thoroughfares) for regular and after-hour sweeping (Emergency Service calls). This contract includes two additional one-year renewal terms; this is the second renewal term under the current contract. The expenditures under this contract must be approved by the City Council annually based on appropriated and budgeted funds for the current fiscal year. The 2021 contractual base bid price of \$127,546.70 represents a 3% increase from the prior year's service.

Recommendation: We recommend approval of the second-year expenditure of the Street Sweeping Program contract per specifications to Lakeshore Recycling Systems, 1655 Powis Road, West Chicago, IL 60185 in the amount of \$127,546.70. Source of funding will be from the General Fund, Street Maintenance Miscellaneous Contractual Services (100-50-530-0000.6195) account.

Attachments:

Resolution R-5-21

Exhibit A - Lakeshore Recycling Systems Second Renewal and Contract

CITY OF DES PLAINES

RESOLUTION R - 5 - 21

A RESOLUTION AUTHORIZING THE SECOND RENEWAL OF A CONTRACT WITH LAKESHORE RECYCLING SYSTEMS FOR STREET SWEEPING SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on March 4, 2019, the City Council adopted R-52-19, approving and authorizing the execution of a contract ("**Contract**") with Lakeshore Recycling Systems ("**Contractor**") for contractual street sweeping services ("**Work**"); and

WHEREAS, the Contract provides that the City may renew the Contract for up to two one-year renewal terms; and

WHEREAS, on January 6, 2020, the City Council adopted R-6-20, approving the renewal of the Contract for the first renewal term; and

WHEREAS, the City has appropriated sufficient funds for use by the Department of Public Works and Engineering during the 2021 fiscal year for the procurement of the Work during the second Renewal Term; and

WHEREAS, the City desires to enter into a second renewal of the Agreement for an additional one-year term for the procurement of the Work in the not-to-exceed amount of \$127,546.70 ("**Second Renewal**"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Second Renewal with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF SECOND RENEWAL. The City Council hereby approves the Second Renewal in substantially the form attached to this Resolution as **Exhibit A**, and in a final form approved by the General Counsel.

SECTION 3: AUTHORIZATION OF SECOND RENEWAL. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Second Renewal only after receipt by the City Clerk of at least two executed copies of the Second Renewal from Contractor; provided, however, that if the City Clerk does not

receive such executed copies of the Second Renewal from Contractor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Second Renewal shall, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Expenditure of Funds Under Contract with Lakeshore Recycling Systems for Street Sweeping 2021

**SECOND RENEWAL OF THE CONTRACT FOR
STREET SWEEPING SERVICES
BETWEEN THE CITY OF DES PLAINES
AND LAKESHORE RECYCLING SYSTEMS**

THIS SECOND RENEWAL is made and entered into as of the _____ day of _____, 2021, by and between the City of Des Plaines, an Illinois home rule municipal corporation ("**Owner**"), and Lakeshore Recycling Systems ("**Contractor**"). In consideration of the recitals and mutual covenants and agreements set forth in this Second Renewal, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties agree as follows:

Section 1. Recitals.

A. The Owner and the Contractor entered into that certain "Contract for Street Sweeping Services" dated as of March 4, 2019 ("**Contract**"), under which Contract the Owner agreed to procure from the Contractor certain work, including street sweeping services, all as more fully described in the Contract and the attachments thereto (collectively, "**Work**"), and the Contractor agreed to complete the Work for the Owner.

B. Section 3 of the Contract provides that prior to the termination of the then-current term, the Owner and the Contractor may renew the Contract for an additional one-year term by executing a written agreement; provided, however, that the Owner and the Contractor may not renew the Contract for more than two one-year terms after the expiration of the Initial Term described in Section 3 of the Contract.

C. The Initial Term expired on December 31, 2019, the Owner and the Contractor renewed the Contract for a one-year renewal term that will terminate on December 31, 2020.

D. The Owner and the Contractor desire to renew the Contract for the second one-year renewal term that will terminate on December 31, 2021 ("**Second Renewal Term**") in accordance with the provisions, terms, and conditions of this Second Renewal.

Section 2. Definitions.

All capitalized words and phrases used throughout this Second Renewal have the meanings set forth in the various provisions of this Second Renewal. If a word or phrase is not specifically defined in this Second Renewal, it has the same meaning as in the Contract.

Section 3. Second Renewal of the Contract.

Pursuant to Section 3 of the Contract, the Owner and the Contractor hereby renew the Contract for the Second Renewal Term. During the Second Renewal Term, the City will pay the Contractor for the Work in accordance with the Schedule of Prices attached to, and by this reference made a part of, this Second Renewal as **Exhibit 1**.

Section 4. Effect.

All terms, conditions and provisions of the Contract that are not specifically amended, modified, or supplemented by this Second Renewal shall remain unchanged and in full force and effect as if fully set forth herein. In the event of a conflict between the text of the Contract and the text of this Second Renewal, the text of this Second Renewal shall control.

Exhibit 1

CITY OF DES PLAINES

CONTRACT FOR

Street Sweeping Services

Full Name of Bidder Lakeshore Recycling Systems ("Bidder")
Principal Office Address 6132 Oakton Street, Morton Grove, IL 60053
Local Office Address 1655 Powis Road, West Chicago, IL 60185
Contact Person Chelsea Ramage Telephone Number 630-377-7000

TO: City of Des Plaines ("Owner")
1420 Miner Street
Des Plaines, Illinois 60016
Attention: Tom Bueser

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE [if none, write "NONE"], which are securely stapled to the end of this Contract.

1. Work Proposal

A. Contract and Work. If this Contract is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for Street Sweeping Services at various locations throughout the City (the "Work Site");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance specified in this Contract;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Bidder by this Contract; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to this Contract, and with the greatest economy, efficiency, and expedition

consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.

B. Performance Standards. If this Contract is accepted, Bidder proposes and agrees that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract. No provision of any referenced standard, specification, manual or code shall change the duties and responsibilities of Owner or Bidder from those set forth in this Contract. Whenever any equipment, materials, or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function, and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.

D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to

Exhibit 1

all subcontractors and suppliers, the compensation set forth below.

A. Schedule of Prices. For providing, performing, and completing all Work, the See Attachment A; Exhibit B.

2019 TOTAL CONTRACT PRICE; Parts A,B,C,D as listed in schedule of prices (in numbers):

\$ 120,225.00

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices;
4. The approximate quantities set forth in the Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released; and
5. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

C. Time of Payment. It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 45 days after receipt by Owner of each invoice.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this

Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time

If this Contract is accepted, Bidder proposes and agrees that Bidder shall commence work upon approval of City Council (*weather dependent*), ***provided that Bidder shall have furnished Owner all bonds and all insurance certificates specified in the Contract/Proposal, and shall end on the December 31, 2019 (weather dependent) the "Completion Date"***.

The Owner will have the right to renew this Contract/Proposal for two additional one-year renewal terms (each, a "Renewal Term") by providing Bidder with written notice of renewal at least 60 days prior to the expiration of the Term or the applicable Renewal Term. Owner may terminate this Contract/Proposal at its convenience by providing Bidder 30 days advance written notice thereof. At all times during the Term and any Renewal Term, Bidder proposes and agrees that Bidder shall perform the Work diligently and continuously and shall complete the Work in accordance with this Contract/Proposal, as directed by Owner, and more fully described in Attachment A.

If, at any time during the term of the Contract, the Owner determines that the Work is not being completed by Bidder in full compliance with specifications and as required by or pursuant to this Contract, then Owner may, after providing Bidder with notice of such deficiency in performance and providing Bidder with one (1) business days to cure such deficiency, invoke its remedies under this Contract or may, in Owner's sole and absolute discretion, permit Bidder to complete the Work but charge to Bidder, and deduct from any payments to Bidder under this Contract, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the following per diem administrative charge, as well as any additional damages caused by such delay:

Per Diem Administrative Charge:

\$ 250.00 per day/occurrence

A second occurrence of a specific deficiency in performance shall automatically trigger Bidder's obligation to pay the Per Diem Administrative Charge. Any Per Diem Administrative Charges assessed against Bidder will be deducted from any funds owed by Owner to Bidder.

4. Financial Assurance

A. Bonds. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days after Owner's acceptance of this Contract.

B. Insurance. If this Contract is accepted, Bidder proposes and agrees that Bidder shall provide certificates and

Exhibit 1

policies of insurance evidencing the minimum insurance coverage and limits set forth below within 10 days after Owner's acceptance of this Contract. Such insurance shall be in form, and from companies, acceptable to Owner and shall name Owner, including its Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives, as an Additional Insured. The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract. The minimum insurance coverage and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows:

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 each accident-injury; \$500,000 each employee-disease; \$500,000 disease-policy.

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Commercial Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Commercial General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.
Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

C. Indemnification. If this Contract is accepted, Bidder proposes and agrees that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract.

D. Penalties. If this Contract is accepted, Bidder proposes and agrees that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract within 45 days after the date the bidder's contract proposal is opened.

6. Bidder's Representations and Warranties

To induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

A. The Work. The Work, and all of its components, (1) shall be of merchantable quality; (2) shall be free from any latent or patent defects and flaws in workmanship, materials, and design; (3) shall strictly conform to the requirements of this Contract, including without limitation the performance standards set forth in Section 1B of this Contract; and (4) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner. Bidder, promptly and without charge, shall correct any failure to fulfill the above warranty at any time within *two* years after final payment or such longer period as may be prescribed in the performance standards set forth in Section 1B of this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Bidder's obligation to correct Work shall be extended for a period of two years from the date of such repair or replacement. The time period established in this Section 6A relates only to the specific obligation of Bidder to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Bidder has under this Contract.

B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* and any other prevailing wage laws; any statutes requiring preference to laborers of specified

Exhibit 1

classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification; and any statutes regarding safety or the performance of the Work.

D. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Bidder is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Bidder is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

E. Qualified. Bidder has the requisite experience minimum of 5 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-66-11, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

7. Acknowledgements

In submitting this Contract, Bidder acknowledges and agrees that:

A. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract.

B. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.

C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.

D. Remedies. Each of the rights and remedies reserved to Owner in this Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence for this Contract and, except where stated otherwise, references in this Contract to days shall be construed to refer to calendar days.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

G. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder, except that Owner has the right, by written order executed by Owner, to make changes in the Work ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, then an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Work caused by any Change Order shall entitle Bidder to make any claim for damages, anticipated profits, or other compensation.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.

J. Governing Law. This Contract, and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois. Every provision of law required by law to be inserted into this Contract/Proposal shall be deemed to be inserted herein.

Exhibit 1

By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references including at least 4 Municipal References
- Bidder has fully completed the entire Contract form, including the Total Contract Price.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders (see *Preparation of Contract Proposals* section on Instructions to Bidder page)
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. _____ [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Dated: January 23, 2019.

Bidder's Status: Illinois Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Lakeshore Recycling Systems

Doing Business As (if different): _____

Signature of Authorized Agent: [Signature] Date: 1/23/19

(Corporate Seal) Bidder's Printed Name: Chelsea Ramage

(if Corporation) Bidder's Position: Operations Manager

Bidder's Business Address: 1655 Powis Rd. West Chicago, IL 60185

Bidder's Business Telephone: 630-377-7000 Facsimile: _____

If a corporation or partnership, list all officers or partners:

NAME	TITLE	ADDRESS
Alan Handley	CEO	6132 Oakton St, Morton Grove, IL 60053
Jerry Golf	Managing Partner	6132 Oakton St, Morton Grove, IL 60053
Rich Golf	Managing Partner	6132 Oakton St, Morton Grove, IL 60053
Joshua Connell	Managing Partner	6132 Oakton St, Morton Grove, IL 60053

Exhibit 1

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines ("Owner") as of 3/5, 2019.

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

CITY OF DES PLAINES

Signature: 

Printed Name: Michael G. Bartholomew

Title: City Manager

APPROVED AS TO FORM ONLY

#12787998_v1

 3/5/19
Des Plaines General Counsel Dated

ATTACHMENT A

**City of Des Plaines
Street Sweeping Maintenance Services
STANDARD SPECIFICATIONS**

I. DESCRIPTION AND SCOPE OF WORK

The City of Des Plaines is accepting bids for a one year contract, with up to two (2) additional renewals upon successful completion, for Street Sweeping Services of approximately 340 curb miles of City streets and associated alleys on a specified schedule; as needed; and emergency basis. The contract will begin upon City Council approval (weather permitting) and end on December 31, 2019 (weather permitting). Invoices shall reflect actual work completed.

II. IMPLEMENTATION

- **Street Sweeping (340 curb miles)**
 - **Seven (7) complete sweeps on the following schedule:**
 1. **March/April-Weather Dependant**
 2. **May**
 3. **June**
 4. **July**
 5. **August**
 6. **September**
 7. **Last Week of November (After Leaf Collection Service)**

- **As-Needed Sweeping (TBD)**
 - **Scheduled sweeping, special events, or construction clean-up on an hourly rate.**
- **Emergency Sweeping**
 - **Non-scheduled sweeping services; response within 2 hours of call.**
- **Permeable Alley Maintenance**
 - **Three (3) complete sweeps of the City's alley's with permeable pavement system on the following schedule:**
 1. **Early Spring-March 1 through April 15**
 2. **Mid-Summer-June 15 through August 15**
 3. **Late Fall-October 15 through November 30**

Exhibit 1

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and lengths before submitting a bid.
2. City staff shall have the right to modify, reduce or delete the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing scheduled sweeping. See "Exhibit B", Fee Schedule for additional information.

III. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

• WORK ASSIGNMENTS AND SCHEDULE

The Contractor shall be provided sweeper routes and maps by the City ("Exhibit C"). The City is broken into two zones which is depicted by zip codes in exhibit C; a round of sweeping is considered complete when both zip code maps have been completed. The Contractor shall submit a written sweeping schedule to the Public Works designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the sweeping tasks required by this agreement and days they are scheduled to be performed in each particular area. Contractor shall have ability to review and propose sweeping route modifications to the City for review as efforts to improve sweeping program efficiency. Department of Public Works personnel will post "No Parking" notifications as needed and upon request by the contractor.

Each round of sweepings shall take no longer than two weeks to complete. Sufficient resources shall be assigned to the project to

Exhibit 1

ensure that this timeframe is able to be met. Daily work tickets will include maps of completed locations, cubic yards of debris dumped, and gallons of water used.

If it is necessary to make periodic revisions to this maintenance schedule, a modified schedule must be submitted for review to the Superintendent of General Services or his/her designee for approval prior to the date the changes are to take effect, but not less than 48-hours.

Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information, route schedule, and any other information provided by the City, which will allow the City to monitor the Contractor's progress.

Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment for that date or week based on work not completed. The Contractor shall adjust his/her schedule to compensate for all holidays and weather related/rain days. Street sweeping on holidays shall be approved by the City. The designated holidays for 2018 are included in "Exhibit E".

• STREET SWEEPING EQUIPMENT

1. The street sweeper or any relief sweeper used to perform this contract work shall meet the following criteria:
 - a. Contractor shall provide both regenerative air sweepers and mechanical sweepers for street sweeping operations as conditions warrant.
 - b. Sweepers shall be maintained in top-class running condition including arriving clean for each daily schedule.
 - c. Washout, cleaning, dumping of hopper on streets will not be allowed; however washout area and water will be provided at the City of Des Plaines Public Works facility located at: 1111 Joseph Schwab Rd., Des Plaines, IL 60016.
 - d. The Contractor shall provide a relief sweeper to complete scheduled routes for each sweeper out of operation, broken down, scheduled for maintenance or any other similar situation.

Exhibit 1

- e. The Contractor shall provide a listing of all sweepers and relief sweepers identifying: Make, model, and year.
2. The street sweeper or any relief sweeper shall be equipped with the following:
 - a. All required IDOT equipment and lights.
 - b. On-board arrow/ directional light.
 - c. Fire Extinguisher.
 - d. Dual side fully operational gutter brooms.
 - e. A set of road trouble fluorescent triangles and Rear Strobes (Amber).
 - f. A dispatch radio or mobile phone and GPS tracking system.

- **STREET SWEEPING SPEED**

Street sweepers shall be operated at speeds that are appropriate for traffic conditions and as recommended by the equipment manufacturer for optimal performance.

- **QUALITY OF SWEEPING**

The quality of sweeping shall be to the satisfaction of the Public Works and Engineering Director or his/her designee. The Contractor shall at all times use good sweeping practices as dictated by the highest standards within the sweeping industry and will make adjustments to its equipment as necessary that will result in clean streets with no debris trails left behind. On occasion and as deemed necessary by the City, this will require the complete width of the street, curb to curb, to be swept clean of debris. The Contractor must exercise due care so as to prevent spilling, scattering, or dropping of debris during the sweeping activity and shall immediately clean up any such spillage, dropping, or scattering.

Exhibit 1

Sweeping practices include, but are not limited to the following: (a) Sweeping speed shall be adjusted to street conditions with a maximum speed of ten (10) miles per hour unless manufacturer documentation is provided specifying an alternate speed; and (b) patterned concrete medians, intersections, and crosswalks shall be swept at a maximum speed of five (5) miles per hour. Standards, schedules, and frequencies may be modified from time to time as deemed necessary by the City to ensure the highest sweeping quality. Due to different street widths throughout the City, street sweeping may require slower travel speed and/or multiple passes by the sweeper, in many cases, to ensure curb-to-curb coverage of the street. Streets with raised medians (commercial and residential) shall have their curb-gutter perimeter swept, including turnouts. Street grade striped medians shall be swept in their entirety. All deposits within intersections shall be removed as part of the sweeping operations. Each street shall be swept clean to the adjacent property line. Swept clean means minimal debris residual or tailings. Any sweeper used must not blow debris onto private property.

- PERMEABLE PAVEMENT SYSTEM/ALLEY MAINTENANCE

High-efficiency vacuum sweepers shall be used maintaining a minimum suction of 14,000 cubic feet per minute. High-efficiency vacuum sweepers are more effective at capturing and removing fine sediment. Vacuum settings shall be adjusted to prevent uptake of aggregate from the porous unit paving openings and joints (No direct contact of pick-up head with pavement system).

- FUELING OF SWEEPERS

The Contractor shall be responsible for fueling each sweeper and shall be ready to sweep at all scheduled times. The City does not provide fuel.

- PERFORMANCE DURING INCLEMENT WEATHER

1. The City and Contractor shall mutually determine when the sweeping operations should cease due to inclement weather or other reasons and will notify the other party immediately once a determination is made.
2. During the periods when inclement weather hinders normal

Exhibit 1

operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.

3. Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

- **WORKING HOURS**

Contractor will be allowed to sweep Monday through Friday between the hours of 7:00 AM and 5:00 PM. Non-residential, primary and state & county roads shall NOT be swept during high traffic hours between 6:00 AM – 9:00 AM and 3:00 PM – 5:00 PM. Approval and deviation of Contractor schedule will be at the sole discretion of the City. Residential sweeping shall not be permitted prior to 7:00 AM unless special circumstances permit.

- **INSPECTIONS**

The Superintendent of General Services or his/her designee shall regularly inspect the streets and other City property subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor and the City shall have the right to withhold payment to the Contractor until the work is corrected.

- **PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES**

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.

Exhibit 1

3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage the streets being swept, street trees, sidewalks or street curbs. In the event that damaged to City right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

- WATER

The Contractor is expected to utilize an appropriate amount of water dependent upon conditions and as recommended by the equipment manufacturer for optimal performance in the street sweeping process while creating a minimal amount of dust. The Contractor will be provided access to a fire hydrant/ filling area located at City of Des Plaines Public Works facility. The City may issue a water hydrant meter which must be returned prior to 12/31/19 or final payment is made. Upon approval for utilizing City owned fire hydrants, Contractor personnel will follow recommended industry standards for operating fire hydrants. The contractor shall provide a monthly report of the amount in gallons of water used.

- DEBRIS DISPOSAL

Contractor shall dispose of all waste material generated through street sweeping operations at the City of Des Plaines Public Works facility as directed. The contractor shall provide a monthly report of the amount in cubic yards of material disposed.

- SPILLS

1. The Contractor shall make additional passes on a street route to pick up any spillage of sweeping materials debris dropped during turns or crossings of cross gutters, prior to moving to the next area.
2. The equipment operator shall immediately stop in the event of equipment spillage such as a spillage of gasoline, diesel, motor oil, or hydraulic oil. A call for assistance must be made and the area cleaned within two hours. The quality of spill clean-ups shall be to the satisfaction of the City.

Exhibit 1

- AFTER-HOUR EMERGENCY & SPECIAL EVENT SERVICES

The Contractor will provide the City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when the Contractor's normal work force is not present. These Contractor representatives shall respond to said emergency within two (2) hours from receiving notification.

- SUPERVISION OF CONTRACT, COMMUNICATION, AND MEETINGS WITH CITY

All work shall meet the approval of the City of Des Plaines Public Works Department. There shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. A status report of activities performed and maintenance issues addressed by the Contractor will be submitted in writing to the City on a monthly basis. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications. Breakdowns or delays shall be communicated with City staff immediately in writing and via telephone to allow the City to make arrangements to mitigate service disruptions.

- CONTRACTOR'S OFFICE

Contractor is required to maintain an office within a one (1) hour response time of the job site and provide the office with phone service during normal working hours. During all other times, a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone. Contractor shall have a maximum response time of two (2) hours to all emergencies. The on-site storage of equipment used exclusively for providing service within the City will not be permitted.

“EXHIBIT B” BASE BID/ FEE SCHEDULE

Bidders will be required to submit costs for Street Sweeping Services in several ways based on the following Fee Schedule. Bidders will be compensated for Services either on an Hourly Rate or on a Lump Sum Cost based on the work performed (one (1) complete sweep of proposed area/ route). It is understood that the contractor(s) will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, equipment, materials, and supplies to complete the contracted work.

Notes:

1. All curb miles are approximations. It is the contractor's responsibility to verify all conditions and length before submitting a bid.
2. City staff shall have the right to modify, reduce or delete, increase the amount of sweeping, schedules, routes, frequency, phases, standards and days of sweeping with prior notice to Contractor. City staff also has the right to accept only portion of the proposed work as acceptable to Contractor.
3. The Contractor will be provided the latitude in establishing work schedules which correspond to the City's route schedules, manpower and equipment resources. The Contractor will be provided the opportunity to discuss with the City adjusting established schedules to meet special circumstances. The City will make all final decisions pertaining to adjustment of schedules based on feasibility and efficiency with the goal of completing sweeping on the day scheduled.

The contractor is requested to provide an equipment list of sweeping equipment currently in their fleet to be submitted with their bid.

Exhibit 1

A. Residential Street Sweeping (Approximately 340 curb miles)

- Exhibit C Maps – All Sweeping Zones (60016 & 60018)

Seven (7) complete sweeps on the following schedule:

1. March/April	per sweep \$ <u>15,300.00</u>
2. May	per sweep \$ <u>15,300.00</u>
3. June	per sweep \$ <u>15,300.00</u>
4. July	per sweep \$ <u>15,300.00</u>
5. August	per sweep \$ <u>15,300.00</u>
6. September	per sweep \$ <u>15,300.00</u>
7. Last Week of November (After Leaf Collection Service)	per sweep \$ <u>15,300.00</u>

TOTAL ANNUAL STREET SWEEPING \$ 107,100.00

* Wages and benefits are governed by collective bargaining agreement Teamsters Local 673.

Exhibit 1

B. As-Needed Sweeping (TBD)

As needed scheduled & Special Event sweeping needs on an hourly rate.

Hourly Rate	Estimated Hours	Extended Total
\$125.00	75	\$9,375.00

C. Emergency/After Hours

Hourly Rate	Estimated Hours	Extended Total
\$150.00	15	\$2,250.00

D. Permeable Alley Maintenance

- Exhibit D Map. Three (3) complete sweeps of the City's alley's with permeable pavement system.

1. Early Spring per sweep \$ 500.00
2. Mid-Summer per sweep \$ 500.00
3. Late Fall per sweep \$ 500.00

* Wages and benefits are governed by collective bargaining agreement Teamsters Local 673.

SCHEDULE OF PRICES

ITEM	DESCRIPTION	TOTAL COST
A	TOTAL ANNUAL RESIDENTIAL STREET SWEEPING 7 COMPLETE SWEEPS	\$107,100.00
B	AS-NEEDED STREET SWEEPING 75 HOURS	\$9,375.00
C	EMERGENCY/AFTER HOURS STREET SWEEPING 15 HOURS	\$2,250.00
D	PERMEABLE ALLEY MAINTENANCE	\$1,500.00

EXTENDED TOTAL FOR PARTS A,B,C,D

\$ 120,225.00 _____

OPTIONAL YEARS 2, 3 SERVICES (% Increase)

PROVIDE PERCENTAGE (%) INCREASE FOR

FY 2020 % 3%

FY 2021 % 3%

Exhibit 1

ATTACH FIVE REFERENCES WITH A MINIMUM OF 4 MUNICIPAL REFERENCES

Company	Address	Contact Information
Village of Downers Grove	5101 Walnut Ave, Downers Grove, IL 60515	John Tucker: 630-327-4841 jtucker@downers.us
Village of Woodridge	1 Plaza Drive, Woodridge, IL 60517	Scott Sramek: 630-768-8701 ssramek@vil.woodridge.il.us
City of Geneva	1800 South Street, Geneva, IL 60134	Nate Landers: 630-232-1502 nlanders@geneva.il.us
City of St. Charles	Two East Main St, St. Charles, IL 60174	Tony Bellafiore: 630-377-4462 tbellafore@stcharlesil.gov
Village of Carpentersville	1075 Tamarac Drive, Carpentersville, IL 60110	Mark Self: 224-293-1618 mself@cville.org
Village of Oak Brook	3003 Jorie Blvd, Oak Brook, IL 60523	Lee Hammer: 630-368-5278 lhammer@oak-brook.org
Village of Oswego	100 Parkers Mill, Oswego, IL 60543	Tracy Miller: 630-554-3242 tmiller@oswegoil.org
Village of Western Springs	740 Hillgrove, Western Springs, IL 60558	Casey Biemacki: 708-246-1800 ext. 276 cbiemacki@wsprings.com

Exhibit 1

Equipment Schedule

**** Equipment list on following page**

Item	Make	Year

***Use additional pages as needed**

Exhibit 1



LRS Clean Sweep Equipment List					
Unit #	Make	Model	Year	Type	Body
H301	GMC	W5500	RB 2008	Mechanical	Husky Sweeprite
H302	GMC	W5500	RB 2008	Mechanical	Husky Sweeprite
304	International	4300	RB 2008	Regenerative	Schwarze A7000
305	International	4300	2007	Regenerative	Schwarze A7000
306	Sterling	SC8000	RB 2010	Regenerative	Schwarze A7000
307	Sterling	SC8000	RB 2011	Mechanical	Elgin Eagle
308	Sterling	SC8000	RB 2006	Regenerative	Elgin Crosswind
309	Sterling	SC8000	RB 2013	Regenerative	Schwarze A7000
311	Sterling	SC8000	2006	Regenerative	Schwarze A7000
312	Sterling	SC8000	RB 2010	Regenerative	Schwarze A7000
314	Freightliner	SC8000	RB 2011	Regenerative	Elgin Crosswind
315	Sterling	SC8000	RB 2006	Regenerative	Elgin Crosswind
316	Freightliner	M2	2008	Mechanical	Elgin Broombear
317	Sterling	SC8000	RB 2012	Regenerative	Schwarze A7000
318	GMC	T-Series F7B042	2009	Regenerative	Schwarze A7000
319	Freightliner	SC8000	RB 2009	Mechanical	Elgin Eagle
320	Sterling	SC8000	2006	Regenerative	Schwarze A7000
321	GMC	T-Series F7B042	RB 2015	Regenerative	Schwarze A7000
322	Sterling	SC8000	RB 2015	Regenerative	Schwarze A7000
323	Sterling	SC8000	2007	Regenerative	Schwarze A7000
324	Sterling	Acterra	2007	Regenerative	Schwarze A7000
1038	Nvstr	4300	2002	1HTMMAAM12H516405	
508 Power Washer	B-B	Trailer	2004	4L5UA14114F006488	

EQUIPMENT STANDARDS

LRS Clean Sweep has a maintenance shop of more than 10 dedicated maintenance professionals. Our maintenance shop operates 24 hours a day and seven days a week to ensure that each street sweeping vehicle is inspected every night the truck enters the shop and every morning before the truck goes out for the day. With this dedicated service, most of the parts on each sweeping vehicle are new, increasing the life expectancy on all LRS vehicles.

*Lakeshore Recycling Systems owns all equipment on the above list that will be used to service the City.

Exhibit 1

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

[insert contractor name and address here:] _____

as Principal (hereinafter called the "Contractor") and

[insert surety name and address here:] _____

organized and existing under the laws of the State of _____ (hereinafter called the "Surety")

are held and firmly bound unto City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois, as the obligee (hereinafter called the "Owner"), in the full and just sum of [insert full contract price here in numerals only:] \$ _____ for the payment of which sum of money well and truly to be made, the Contractor and the Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Owner, said contract being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this bond.

WHEREAS, the Contractor has entered into a written agreement dated _____, 20____, with the Owner titled [insert contract title here] (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the Contractor under the contract, including but not limited to the Contractor's obligations under the Contract, (1) to provide, perform, and complete at the Work Site and in the manner specified in the Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for [insert general description of the Work here:] _____; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith except as otherwise specifically provided in the Contract; (3) to procure and furnish all bonds, certificates, and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract, all of which is herein referred to as the "Work," whether or not any parts of the Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Owner or the Contractor to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished

Exhibit 1

facilities, equipment, material, service, or site; or in or to the mode or manner of payment therefor shall in any way release the Contractor and the Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances and notice of any and all defaults by the Contractor or of the Owner's termination of the Contractor being hereby waived by the Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of the Surety under this bond in the event of the Contractor's default be greater than the obligations of the Contractor under the Contract in the absence of the Contractor default.

In the event of a default or defaults by the Contractor, the Owner shall have the right to take over and complete the Contract on 30 calendar days' written notice to the Surety, in which event the Surety shall pay the Owner all costs incurred by the Owner in taking over and completing the Contract.

At its option, the Owner may instead request that the Surety take over and complete the Contract, in which event the Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days after the date on which the Owner notifies the Surety that the Owner wants the Surety to take over and complete the Contract.

The Owner shall have no obligation to actually incur any expense or correct any deficient performance of the Contractor to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed on _____, 20__.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

By: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

By: _____

#23203960_v1

Exhibit 1

EXHIBIT C

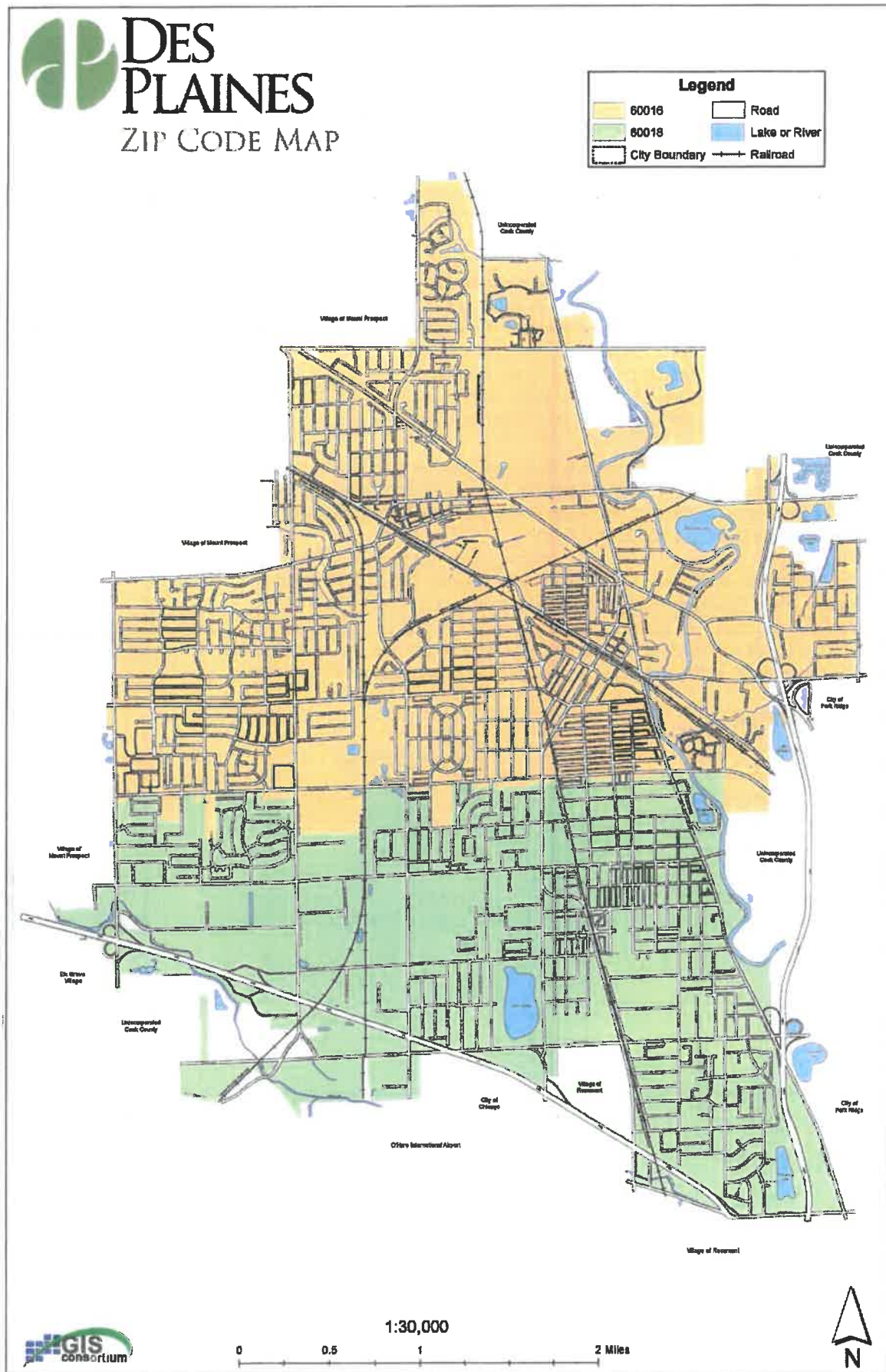


Exhibit 1

EXHIBIT D

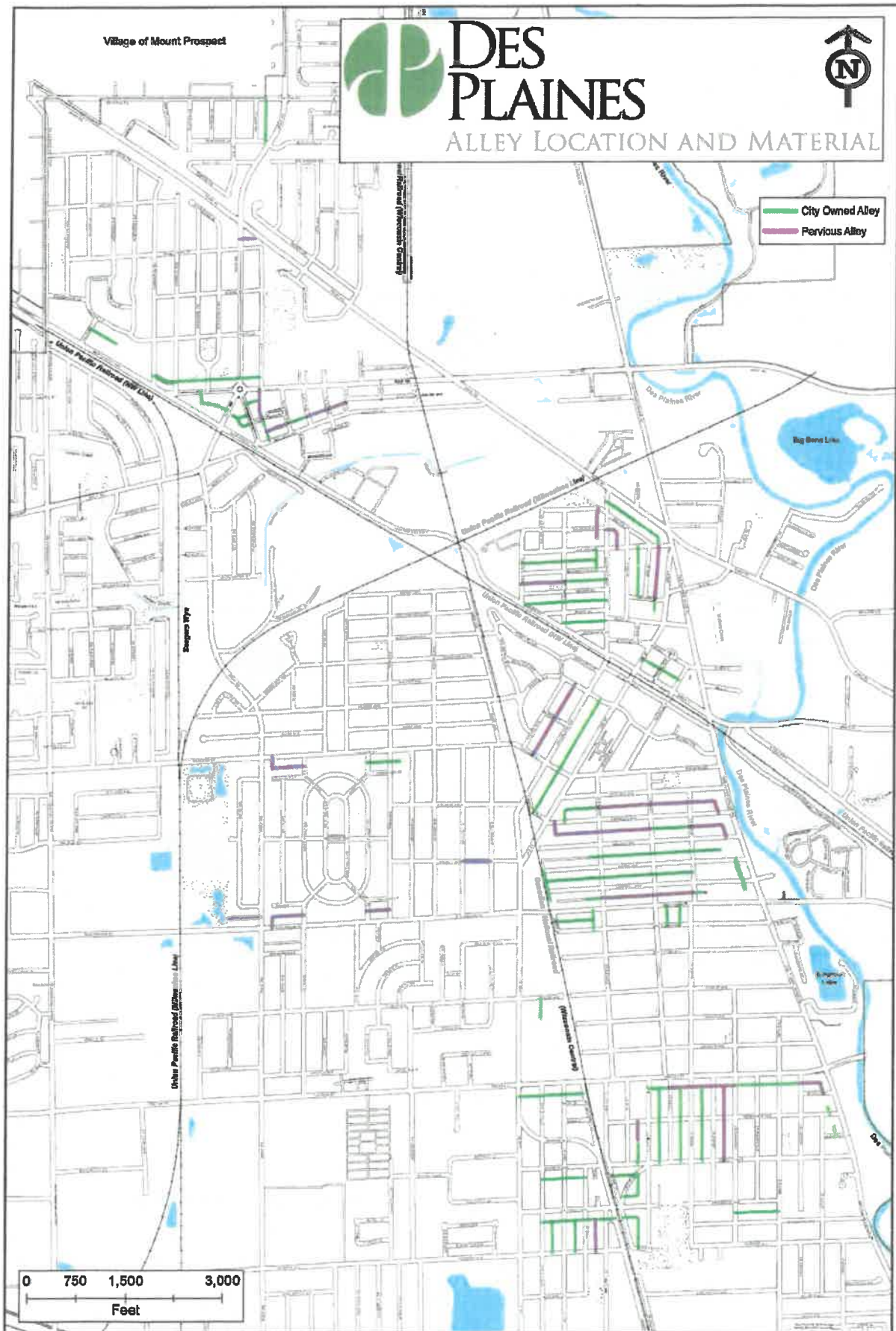


EXHIBIT E



HUMAN RESOURCES
1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: October 1, 2018
To: All Departments
From: Michael G. Bartholomew, City Manager
Subject: 2019 Holiday Schedule

The following holidays will be officially recognized and celebrated by the City of Des Plaines during 2019:

Table with 2 columns: HOLIDAY and DATE OBSERVED. Lists 12 holidays and their corresponding dates for 2019.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC
6132 W. Oakton St.
Morton Grove, IL 60053

OWNER:

(Name, legal status and address)

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
1250 E. Diehl Road, Suite 200
Naperville, IL 60563
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Street Sweeping Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of January, 2019

Megan Kruse
(Witness)

Lakeshore Recycling Systems, LLC
(Principal) (Seal)

By: Chelsea Ramage - Operations Manager
(Title)

Melissa Schmidt
(Witness) Melissa Schmidt

Berkley Insurance Company
(Surety) (Seal)

By: Kelly A. Gardner
(Title) Kelly A. Gardner Attorney-in-Fact



Exhibit 1

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Kelly A. Gardner
HUB International Midwest Limited
Downers Grove, IL

Surety Bond No.: Bid Bond

Principal: Lakeshore Recycling Systems, LLC

Obligee: City of Des Plaines

Amount of Bond: See Bond Form

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 8th day of June, 2017



Attest:

By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 8th day of June, 2017, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24th day of January, 2019



Vincent P. Forte
Vincent P. Forte

Exhibit 1

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Melissa Schmidt Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Berkley Insurance


Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

Berkley Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 24th day of January, 2019.



Notary Public Melissa Schmidt

My Commission expires: May 14, 2020



Exhibit 1

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
LRS HOLDINGS, LLC

2 Business name/disregarded entity name, if different from above
LAKESHORE RECYCLING SYSTEMS, LLC

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6132 OAKTON STREET

6 City, state, and ZIP code
MORTON GROVE, IL 60053

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

8	0	-	0	8	6	5	0	4	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶ 

Date ▶ **6/15/18**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: December 4, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Approve Purchase for Parkway Tree Planting – Suburban Tree Consortium

Issue: The approved 2021 budget includes \$240,000 in funding for the purchase and planting of parkway trees.

Analysis: The City of Des Plaines is a member of the West Central Municipal Conference – Suburban Tree Consortium (STC), which is comprised of 42 communities. The Consortium obtains competitive pricing for all members through a five year contractual program for tree purchasing and planting. This purchase is presented to the City Council as a not to exceed budgeted funds expenditure. The species and number of trees to be planted will be determined through resident response and parkway planting guidelines.

Recommendation: We recommend the purchase of replacement parkway trees from participating STC nurseries and planting labor through the West Central Municipal Conference – Suburban Tree Consortium, 2000 Fifth Avenue, Bldg J, River Grove, IL 60171, in the not to exceed amount of \$240,000 for spring and fall plantings to be funded from General Fund, Street Maintenance Division, Tree Plantings (100-50-530-0000.6175).

Attachments:

Resolution R-6-21
Exhibit A – STC Schedule of Prices

CITY OF DES PLAINES

RESOLUTION R - 6 - 21

A RESOLUTION AUTHORIZING THE PURCHASE AND PLANTING OF TREES THROUGH THE WEST CENTRAL MUNICIPAL CONFERENCE SUBURBAN TREE CONSORTIUM.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated \$240,000 in the Street Maintenance Division Tree Plantings Fund for use by the Department of Public Works and Engineering during the 2021 fiscal year for the procurement of trees and tree planting services; and

WHEREAS, the City is a member of the West Central Municipal Conference Suburban Tree Consortium ("*Consortium*"), a group of more than 40 communities created to obtain competitive pricing for the purchase of trees and the procurement tree planting services; and

WHEREAS, the City desires to purchase trees through the Consortium that will be planted in parkways throughout the City; and

WHEREAS, the City has determined that the Consortium's purchasing policies satisfy the City's competitive bidding requirements; and

WHEREAS, the City Council has determined that it is in the best interest of the City to: (i) purchase trees from nurseries selected by the Consortium (collectively, the "*Consortium Nurseries*"); and (ii) procure tree planting services through the Consortium, all in accordance with the schedule of prices attached to this Resolution as **Exhibit A** ("*Schedule of Prices*") and in the total not-to-exceed amount of \$240,000;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: AUTHORIZATION TO PROCURE. The City Manager is hereby authorized and directed to execute such documents and make such payments as are necessary to purchase of trees from the Consortium Nurseries and procure the tree planting services through the Consortium in accordance with the Schedule of Prices and in a total amount not to exceed \$240,000.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Trees West Municipal Conference Suburban Tree Consortium 2021

Beaver Creek Nursery Prices for the Suburban Tree Consortium

COMMON NAME	BOTANIC NAME	Planting Season	Fall 2017/ Spring 2018		Fall 2018/ Spring 2019		Fall 2019 / Spring 2020		Fall 2020 / Spring 2021		Fall 2021/ Spring 2022				
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	
Miyabe Maple	Acer miyabei Sata Street™	Spring/Fall													
Norway Maple	Acer platanoides 'Royal Red'	Spring/Fall	220	245	251	238	245	280	310	345	255	290	320	355	
Red Maple	Acer rubrum 'Red Sunset™	Spring/Fall													
Red Maple	Acer rubrum Redpointe™	Spring/Fall	220	245	258	316	341	245	280	310	345	255	290	320	355
Sugar Maple	Acer saccharum 'Green Mountain'	Spring/Fall													
Sugar Maple	Acer saccharum Fall Mill Majesty	Spring/Fall													
Sugar Maple	Acer saccharum Fall Fiesta®	Spring/Fall													
Acer truncatum x platano	Acer t. x p. Crimson Sunset®	Spring/Fall	235	270											
Freeman Maple	Acer x freemanii Autumn Blaze®	Spring/Fall	195	220	250										
Yellow Buckeye	Aesculus flava	Spring/Fall	220	255	255	280	245	280	310	345	255	290	320	355	
Ohio Buckeye	Aesculus glabra	Spring/Fall	220	255	255	280	245	280	310	345	255	290	320	355	
Serviceberry	Amelanchier g. 'Forest Prince'	Spring/Fall	220	255	255	280	245	280	310	345	255	290	320	355	
River Birch	Betula nigra Heritage®	Spring/Fall	190	200	230	265	310	350	370	275	315	345	360	380	
River Birch	Betula nigra City Slicker®	Spring	155	165	175	185	220	230	250	270	230	240	260	280	
Asian White Birch	Betula platyphylla Dakota Pinnacle®	Spring	195	215	205	225	175	185	195	185	195	205	215	195	
American Hornbeam	Carpinus caroliniana	Spring	165	175											
American Hornbeam	Carpinus caroliniana 'Firepire'	Spring	240	270	305	340	355	320	355	340	375	285	315	350	
Common Hackberry	Celtis occidentalis	Spring	250	280											
Common Hackberry	Celtis occidentalis ChicagoLand®	Spring	215	230	240										
Redbud	Cercis canadensis	Spring	240	260											
Yellowwood	Cladrastris kentuckea	Spring	235	315											
Dogwood	Cornus controversa June Snow™	Spring/Fall	245	260	270	280	265	270	280	280	270	280	290	310	
Cornellancherry	Cornus mas	Spring/Fall	235	255											
Cornellancherry	Cornus mas 'Golden Glory'	Spring/Fall	235	255											
Cornellancherry	Cornus mas 'Spring Glow'	Spring/Fall	235	255											
Japanese Cornel	Cornus officinalis	Spring/Fall	235	270											
Turkish Filbert	Corylus colurna	Spring	225												
American Beech	Fagus grandifolia	Spring	225												
European Beech	Fagus sylvatica 'Riversil'	Spring	380												
Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall	295	380	375	425	305	335	385	430	335	385	430	335	
Ginkgo	Ginkgo biloba 'Golden Globe'	Spring/Fall	295	325	305	335	385	430	335	385	430	335	385	430	
Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	295	325	305	335	385	430	335	385	430	335	385	430	
Ginkgo	Ginkgo biloba Presidential Gold™	Spring/Fall	295	325	305	335	385	430	335	385	430	335	385	430	
Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	295	325	305	335	385	430	335	385	430	335	385	430	
Ginkgo	Ginkgo biloba Samurai™	Spring/Fall	295	325	305	335	385	430	335	385	430	335	385	430	
Ginkgo	Ginkgo biloba 'Saratoga'	Spring/Fall	295	325	305	335	385	430	335	385	430	335	385	430	
Ginkgo	Ginkgo biloba Shangri-la®	Spring/Fall	295	325	305	335	385	430	335	385	430	335	385	430	
Honeylocust	Gleditsia triacanthos Skyline™	Spring/Fall	200	205											
Kentucky Coffeetree	Gymnocladus dioica	Spring/Fall	195	225	190	215	240	275	225	290	320	335	245	280	
Kentucky Coffeetree	Gymnocladus dioica 'Espresso'	Spring/Fall	225	255	200	230	270	300	235	265	305	335	245	280	
Kentucky Coffeetree	Gymnocladus dioica Pralire Titan™	Spring/Fall	225	255	235	265	300	355	275	305	335	370	285	315	
Crabapple	Malus 'Pratirifire'	Spring/Fall	105												
Crabapple	Malus 'Red Jewel'	Spring/Fall	105												
Crabapple	Malus 'Royal Raindrops'	Spring/Fall	105												
Dawn Redwood	Metasequoia g. 'Jack Frost'	Spring	200	225	120	130	140	145	165	185	155	175	195	165	
Tupelo	Nyssa sylvatica	Spring	260	285	120	130	140	145	165	185	155	175	195	165	
Ironwood (Hophorn)	Ostrya virginiana	Spring	245	285	235	270	305	340	245	280	315	350	255	290	

Beaver Creek Nursery Prices for the Suburban Tree Consortium

COMMON NAME	BOTANIC NAME	Planting Season	Fall 2017/ Spring 2018			Fall 2018/ Spring 2019			Fall 2019 / Spring 2020			Fall 2020 / Spring 2021			Fall 2021/ Spring 2022							
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"				
London Planetree	Platanus x acerifolia Exclamation*	Spring	247	280		256	290	310		275	300	330	365	280	310	355	395	290	320	365	405	
London Planetree	Platanus x acerifolia Ovation*	Spring																				
Pear cultivars	Pyrus calleryana Chenticleer*	Spring	175	195	230	250	185	205	240	260	230	250	285	305	240	260	295	315	250	370	305	325
Swamp White Oak	Pyrus calleryana Jack*	Spring	190				205	225			245	265	305			255	275	315	265	285	325	
Hills Oak	Quercus bicolor	Spring	225	250			240	265	310	345	285	300	325	345	295	310	335	355	305	320	345	365
Bur Oak	Quercus ellipsoidalis	Spring					240	265	310	345	285	300	325	345	295	310	335	355	305	320	345	365
Chinkapin Oak	Quercus macrocarpa	Spring	225	250			240	265	310	345	285	300	325	345	295	310	335	355	305	320	345	365
Englis Oak hybrids	Quercus muehlenbergii	Spring					240	265	310	345	285	300	325	345	295	310	335	355	305	320	345	365
Englis Oak hybrids	Quercus robur x bicolor Regal Prince	Spring	250	295			240	265	310	345	285	300	325	345	295	310	335	355	305	320	345	365
Red Oak	Quercus robur x macro. Heritage®	Spring	225	250	295	335	240	265	310	345	285	300	325	345	295	310	335	355	305	320	335	365
Swamp Bur Oak hybrid	Quercus rubra	Spring	225	250			240	265	310	345	285	300	325	345	295	310	335	355	305	320	335	365
Macropina x Alba	Quercus x schuettli	Spring					240	265	310		285	300	325	345	295	310	335	355	305	320	335	365
Macropina x Alba	Quercus x Jordan Street®	Spring	225	250			240	265	310	345	285	300	325	345	295	310	335	355	305	320	335	365
Robur x Mueh x Robur	Quercus x Triple Crown*	Spring	225	250			240	265	310	345	285	300	325	345	295	310	335	355	305	320	335	365
Robur x Bicolor	Quercus rxb Casife Green*	Spring	225	250			240	265	310	345	285	300	325	345	295	310	335	355	305	320	335	365
Black Locust	Quercus rxb Kindred Spirit*	Spring					240	265	310	345	285	300	325	345	295	310	335	355	305	320	335	365
Tree Lilacs	Robinia 'Chicago Blues'	Spring					245	280	310	325	285	300	325	345	295	310	325	355	305	320	335	365
Tree Lilacs	Syringa reticulata China Snow*	Spring/Fall	220																			
Tree Lilacs	Syringa pekinensis 'Summer Charm'	Spring/Fall	220				245	280	310	325	285	300	325	345	295	310	325	355	305	320	335	365
Tree Lilacs	Syringa reticulata 'Ivory Silk'	Spring/Fall					245	280	310	325	285	300	325	345	295	310	325	355	305	320	335	365
Baldcypress	Syringa reticulata Snowdance™	Spring/Fall	220				245	280			285	300	325		295	310	325	355				
Baldcypress	Taxodium distichum	Spring	230	260																		
American Linden	Taxodium distichum Shawnee Brave	Spring	255	275			270	290	310		285	300	325	345	295	310	325	355	305	320	335	365
American Elm	Tilia americana 'Redmond'	Spring/Fall	145	165	195	215	165	180	210	230	225	255	295		235	265	305		245	275	315	
Hybrid Elm	Ulmus americana 'Princeton'	Spring/Fall	215	235	265	275	230	255	275	295	260	285	305	325	270	295	315	335	280	305	325	345
Hybrid Elm	Ulmus Accolade™	Spring/Fall	215	235	265	275	230	255	275	295	260	285	305	325	270	295	315	335	280	305	325	345
Hybrid Elm	Ulmus Triumph™	Spring/Fall	215	235	265	275	230	255	275	295	260	285	305	325	270	295	315	335	280	305	325	345
Delivery Available																						

COMMON NAME	SCIENTIFIC NAME	Digging Season	Fall/2017/ Spring 2018			Fall/2018/ Spring 2019			Fall/2019/ Spring 2020			Fall/2020/ Spring 2021			Fall/2021/ Spring 2022		
			1.5"	2"	3"	1.5"	2"	3"	1.5"	2"	3"	1.5"	2"	3"	1.5"	2"	3"
Freeman maple	Acer freemanii	Spring, Fall															
Myrabel Maple	Acer myrabel 'State Street'	Spring, Fall	\$146	\$179		\$153	\$188		\$161	\$198		\$161	\$198		\$161	\$198	
Black Maple	Acer nigrum	Spring, Fall	\$146	\$179		\$153	\$188		\$161	\$197		\$161	\$197		\$161	\$197	
Ohio buckeye	Aesculus glabra	Spring, Fall	\$155	\$175		\$163	\$184		\$171	\$193		\$171	\$193		\$171	\$193	
Yellow buckeye	Aesculus octandra	Spring, Fall															
European hornbeam	Carpinus betulus	Spring															
American hornbeam	Carpinus caroliniana	Spring							\$179	\$209		\$179	\$209				
Northern catalpa	Catalpa speciosa	Spring, Fall	\$179	\$199		\$188	\$209		\$198	\$219		\$198	\$219		\$198	\$219	
Common hickberry	Celtis occidentalis	Spring, Fall	\$179	\$199		\$188	\$209		\$198	\$219		\$198	\$219		\$198	\$219	
Cockspur hawthorn	Crataegus crusgalli Inermis	Spring, Fall															
Green hawthorn	Crataegus viridis 'Winter King'	Spring, Fall															
Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring, Fall	\$195	\$230		\$205	\$242		\$215	\$254		\$215	\$254		\$215	\$254	
Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring, Fall	\$195	\$230		\$205	\$242		\$215	\$254		\$215	\$254		\$215	\$254	
Kentucky coffeetree	Gymnocladus dioica	Spring, Fall	\$195	\$230		\$205	\$242		\$215	\$254		\$215	\$254		\$215	\$254	
Butternut	Juglans cinerea	Spring, Fall	\$139	\$195		\$146	\$205		\$153	\$215		\$153	\$215		\$153	\$215	
Crabapple	Malus 'Prairifire'	Spring, Fall	\$95	\$115		\$100	\$121		\$105	\$127		\$105	\$127		\$105	\$127	
Crabapple Red Jewel	Malus 'Red Jewel'	Spring, Fall															
Ironwood	Ostrya virginiana	Spring															
White oak	Quercus alba	Spring															
Swamp white oak	Quercus bicolor	Spring, Fall	\$184	\$198		\$193	\$208		\$203	\$218		\$203	\$218		\$203	\$218	
Scarlet oak	Quercus coccinea	Spring															
Hills oak	Quercus ellipsoidalis	Spring															
Shingle oak	Quercus imbricaria	Spring															
Bur oak	Quercus macrocarpa	Spring	\$170	\$190		\$217	\$265		\$187	\$209		\$187	\$209		\$187	\$209	
Chinkapin oak	Quercus muehlenbergii	Spring															
Red oak	Quercus rubra	Spring	\$170	\$198		\$179	\$208		\$187	\$218		\$187	\$218		\$187	\$218	
Schumard oak	Quercus shumardii	Spring															
Swamp bur oak hybrid	Quercus x schuettli	Spring															

Doty Nurseries LLC

Common Name	Planting Season	Fall 2017/Spring 2018			Fall 2018/Spring 2019			Fall 2019/Spring 2020			Fall 2020/Spring 2021			Fall 2021/Spring 2022					
		2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"		
Autumn Blaze® Freeman Maple	spr / fall	195	243			205	250			205	242			208	245			212	250
Marmo Freeman Maple	spr													208	245			212	
State Street® Maple	spr / fall					193	216			200	224			210	247			218	
Red Sunset® Red Maple	spr	186	208																
Red Points® Maple	spr																		
Crescendo™ Sugar Maple	spr / fall	186	219			193	228			193	228			212				220	
Green Mountain® Sugar Maple	spr / fall	186	219	235	270	193	228	244	281	193	228	244	281	202	236			214	214
Northern Catalpa	spr / fall	148	186			154	193			154	193			159	195			175	175
Common Hackberry	spr / fall	190	245			195	250			185	235			191				200	200
American Beech	spr																		
Princeton Sentry Ginkgo	spr / fall	307				322								322				285	
Skyline® Honeylocust	spr / fall	179	210	239	272	190	215	245	280	190	210	245	280	193	213			330	
Kentucky Coffee Tree	spr / fall	215	248	292	337	224	258	304	350	224	245	295	350	224				205	240
Espresso™ Kentucky Coffee Tree	spr / fall	221	254			229	264			229	250				254			232	262
Dawn Redwood	spr																		
Exclamation™ Planetree	spr																		
Chanticleer® Pear	spr													195				245	265
Redspire Pear	spr					213	240	284						195				225	
White Oak	spr					196	223							219	248	293		228	
Swamp White Oak	spr	249	281											202	229			208	
Bur Oak	spr	211	249			257	290			262	293			262				270	
Regal Prince Oak	spr	211	264			219	259			219	248			232				245	
Red Oak	spr	218	287			219	275			229	253			232					
Black Locust	spr/fall	211	264			219	275			229	253			232				245	
Common Baldypress	spr	208	230															245	
American Sentry Linden	spr / fall	189				216	240			216	240			219	244			265	
Redmond Linden	spr / fall	174	186	208	219	197				197				200				225	
Greenspire® Littleleaf Linden	spr / fall	174	186	208	219	181	193	216	228	181	188	216	228	195	220			206	
Princeton American Elm	spr / fall	189	254			181	193	216	228	181	188	216	228	195	220			201	230
Frontier Elm	spr					197	264			197	245			200	248			201	
Accolade® Elm	spr / fall	189	254											200				214	
Autumn Brilliance Serviceberry	spr/fall					197	264			197	245			200	248			214	
River Birch	spr	169	184																
Thornless Hawthorn	spr	115	139	168	197	175	191			175	191			182	198			186	210
Floribunda Crabapple	spr/fall					120	146	176	207	127	153			165				175	
Red Jewel™ Crabapple	spr / fall	133	168											165				175	
Royal Raindrops® Crabapple	spr / fall	139	174			140	176			146	182			172				200	
Golden Raindrops® Crabapple	spr / fall	130				146	182			146	182			172				180	
Snowdrift Crabapple	spr / fall					135				145									
China Snow Pekin Lilac	spr/fall																		
Ivory Silk Lilac	spr/fall													205				208	232
														230					260

COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	17 pricing Hths/dales																			
			Fall17/Spring18			Fall18/Spring19			Fall19/Spring20			Fall20/Spring21			Fall21/Spring22							
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	
State Street Miyabe Maple	Acer miyabei 'Morton'	Spring/Fall	201	228	277	322	211	239	291	349	216	251	296	344	220	255	300	348	231	268	315	365
Green Column Black Maple	Acer nigrum 'Green Column'	Spring/Fall	211	231	386	466	211	231	386	466	236	271	316	374	239	274	319	357	251	288	335	375
Columnar Norway Maple	Acer platanoides 'Columnare'	Spring/Fall	184	205	249	279	184	205	249	279	193	215	261	293	198	220	266	298	208	231	279	313
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	197	218	265	331	197	218	265	331	203	225	271	303	208	230	276	308	218	242	290	323
Emerald Lustre Norway Maple	Acer platanoides Emerald Lustre®	Spring/Fall	184	205	249	279	184	205	249	279	193	215	261	293	198	220	266	298	208	231	279	313
Parkway Norway Maple	Acer platanoides Parkway™	Spring/Fall	184	205	249	279	184	205	249	279												
Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	Spring																				
Red Sunset Red Maple	Acer rubrum Red Sunset™	Spring	202	218	236	289	202	218	236	289	208	230	276	308	213	235	281	313	224	247	295	329
Redpoint Red Maple	Acer rubrum 'Redpoint™'	Spring	234	251	268	321	234	251	268	321	234	256	302	344	236	258	304	346	258	288	335	375
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring	202				202	218			208	230	276		213	235	281	313	224	247	295	329
Crimson Sunset Maple	Acer truncatum 'Crimson Sunset'	Spring/Fall	209				209	225			215	237	283		220	255	300	348	231	268	315	365
Green Mountain Sugar Maple	Acer saccharum 'Green Mountain®'	Spring/Fall	187	203	231	277																
Autumn Fest Sugar Maple	Acer saccharum 'Autumn Fest'	Spring/Fall	187	203	231	277	196	213	243	291	206	223	273	301	216	233	283	311	227	245	297	327
Crescendo Sugar Maple	Acer saccharum 'Crescendo'	Spring/Fall	187	203	231	277	196	213	243	291	206	223	273	301	216	233	283	311	227	245	297	327
Autumn Blaze Freeman Maple	Acer x. freemanii 'Autumn Blaze'	Spring/Fall	190	203	214	288	217	233	251	304	227	253	299	344	227	253	299	344	227	253	299	344
Armstrong Freeman maple	Acer x. freemanii 'Armstrong'	Spring/Fall	190	203	214	288	200	213	225	302	207	227	275	305	212	232	280	310	223	245	294	326
Marmo Freeman maple	Acer x. freemanii 'Marmo™'	Spring/Fall	190	203	214	288	200	213	225	302	207	227	275	305	212	232	280	310	223	245	294	326
Autumn Splendor Horsechestnut	Aesculus x. amoldiana 'Autumn Splendor'	Spring	274	316	361	400	274	316	361	400	259	291	335	397	259	291	335	397	259	291	335	397
Fort McNair® Horsechestnut	Aesculus x. amoldiana 'Fort McNair'	Spring	274	316	361	400	274	316	361	400	259	291	335	397	259	291	335	397	259	291	335	397
Lustre® Allegheny Serviceberry	Ameleuchier leavis 'Rogers'	Spring/Fall	210	240	284	357	210	240	284	357	209	238	281	337	209	238	281	337	214	244	288	
Autumn Brilliance® Apple Ser.	Ameleuchier X grand. 'Autumn Brilliance'	Spring/Fall	210	240	284	357	210	240	284	357	209	238	281	337	209	238	281	337	214	244	288	
River Birch	Betula nigra	Late Spring	248	295	335		248	295	335		182	213	249	296	187	218	254	301	187	218	254	301
Whitespire Birch	Betula populifolia 'Whitespire'	Late Spring	248	295	335		248	295	335		182	213	249	296	187	218	254	301	187	218	254	301
Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	Late Spring	273	314	358		273	314	358		228	267	299		231	270	302		237	277	310	
Frans Fontaine European Hornbeam	Carpinus betulus 'Frans Fontaine'	Late Spring	278	319	363		278	319	363		233	272	304		236	275	307		242	282	315	
American Hornbeam	Carpinus caroliniana	Late Spring	231	268	323	374	231	268	323	374	221	258	293	344	224	261	296	347	224	261	296	347
Northern Catalpa	Catalpa speciosa	Spring/Fall	219	233	266	309	219	233	266	309	210	225	255	300	210	225	255	300	215	230	261	307
Heartland Catalpa	Catalpa speciosa 'Heartland 2'	Spring/Fall	229	243			229	243			220	235	265	310	220	235	265	310	225	240	271	317
Common Hackberry	Celtis occidentalis	Spring/Fall	190	203	258	344	200	213	271	362	202	219	273	301	207	224	278	306	212	229	285	314
Chicagoland Hackberry	Celtis occidentalis 'Chicagoland'	Spring/Fall					215	226	255	305	217	234	288	316	222	239	293	321	227	244	300	329
American Redbud	Cercis canadensis	Spring																				
Golden Glory Dogwood	Cornus mas 'Golden Glory'	Spring/Fall					225	256	294	331	225	256	294		225	256	294		244	267	300	
Turkish Filbert	Corylus colurna	Spring/Fall	253	284	328		253	284	328		253	284	328		253	284	328		253	284	328	
Thornless Cockspur Hawthorn	Crataegus crusgalli 'nervis'	Spring/Fall	139	182	222	276	146	191	233	290	156	191	233	280	159	194	236	283	167	204	248	297
Winter King Green Hawthorn	Crataegus viridis 'Winter King'	Spring/Fall	142	172	196	249	149	181	206	261	156	191	233	280	159	194	236	283	167	204	248	297
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	264	319	389	442	277	335	408	464	277	335	408	464	280	338	411		287	346	426	
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry®'	Spring/Fall	264	319	389	442	277	335	408	464	277	335	408	464	280	338	411		287	346	426	
Emperor Ginkgo	Ginkgo biloba 'Woodstock'	Spring/Fall	264	319	389	442	277	335	408	464	277	335	408	464	280	338	411		287	346	426	
Skyline Honeylocust	Gleditsia triacanthos 'Skyline®'	Spring/Fall	172	188	203	248	181	197	213	260	195	217	243	298	205	227	253	308	210	232	259	315
Kentucky Coffee Tree	Gymnocladus dioica	Spring/Fall	253	271	294	366	253	271	294	366	243	261	284	356	238	256	284	351	238	256	284	351
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso'	Spring/Fall	253	271	294	366	263	281	304	376	263	281	304	376	258	276	304	371	248	266	294	361
Tuliptree	Liriodendron tulipifera	Spring	265	291	296	335	265	291	296	335	265	291	296	335	250	276	299	335	250	276	299	335

COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	17 pricing Hts/grade																			
			Fall17/Spring18		Fall18/Spring19		Fall19/Spring20		Fall20/Spring21		Fall21/Spring22											
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Emerald City Tuliptree	Liriodendron tulipifera 'Emerald City'	Spring																				
Worpleston Sweetgum	Liquidambar styraciflua 'Worpleston'	Spring																				
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring																				
Adams Crab	Malus 'Adams'	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Donald Wyman Crab	Malus 'Donald Wyman'	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Royal Raindrops Crab	Malus 'Royal Rain Drops'	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Louisa Crab	Malus 'Louisa'	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Prairiefire Crab	Malus 'Prairiefire'	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Purple Prince Crab	Malus 'Purple Prince'	Spring/Fall																				
Red Jewel Crab	Malus 'Jewelcole'	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Spring Snow Crab	Malus 'Spring Snow'	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Sugar Tyme Crab	Malus 'Sutgarn'	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Zumi Crab	Malus X zumi var. Calocarpa	Spring/Fall	135	147	167	187	142	154	175	196	142	154	175	196	147	159	180	201	154	167	189	211
Ironwood (hophornbeam)	Ostrya virginiana	Spring	266	283	330		266	283	330		266	283	330		256	273	320		256	273	320	
Quaking Aspen	Populus tremuloides	Spring	175	191			175	191	229		180	210	240	280	181	211	241	281	185	216	247	288
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	213	271	289	325	213	271	289	325	213	271	289	325	213	259	291	351	215	259	291	351
New Bradford Pear	Pyrus calleryana 'Holmford'	Spring	216	290	324	351	216	290	324	351	201	239	281	325	201	239	281	325	206	245	288	333
Chanticleer Pear	Pyrus calleryana 'Cleveland Select'	Spring	216	290	324	351	216	290	324	351	201	239	281	325	201	239	281	325	206	245	288	333
Swamp White Oak	Quercus bicolor	Late Spring	246	263	304	360	246	263	304	360	246	263	304	360	246	263	304	360	252	269	311	369
Shingle Oak	Quercus imbricaria	Late Spring	246	263	304	360	246	263	304	360	246	263	304	360	246	263	304	360	252	269	311	369
Bur Oak	Quercus macrocarpa	Late Spring	246	263	304	360	246	263	304	360	246	263	304	360	246	263	304	360	252	269	311	369
Chinkapin Oak	Quercus muehlenbergii	Late Spring	246	263	304	360	246	263	304	360	246	263	304	360	246	263	304	360	252	269	311	369
Red Oak	Quercus rubra	Late Spring	246	263	304	360	246	263	304	360	246	263	304	360	246	263	304	360	252	269	311	369
Regal Prince Oak	Quercus robur 'Long'	Late Spring	246	263	304	360	246	263	304	360	246	263	304	360	246	263	304	360	252	269	311	369
Heritage Oak	Quercus robur 'Heritage'	Late Spring					246	263	304	360	246	263	304	360	246	263	304	360	252	269	311	369
Niobe Weeping Willow	Salix alba 'Tristis'	Late Spring	158	169	194	230	166	177	204	242	179	188	230	268	182	191	233	271	182	191	233	271
China Snow Peking Lilac	Syringa pekinensis 'Morton'	Spring/Fall	174	206	256	294	183	216	269	310	186	218	269	310	189	221	272	313	194	226	279	321
Beijing Gold Peking Lilac	Syringa pekinensis 'Zhang Zhiming'	Spring/Fall					193	226	279	320	196	228	279	320	199	231	282	323	204	236	289	331
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	225	256	294	331	225	256	294	331	225	256	294	331	225	256	294	331	225	256	294	331
Baldcypress	Taxodium distichum	Late Spring	213	233	248	280	213	233	248	280	203	223	238	270	203	223	238	270	208	228	244	277
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Late Spring					213	233	248	280	213	233	248	280	213	233	248	280	218	238	254	287
Continental Appeal™ Linden	Tilia americana 'Continental Appeal'	Spring/Fall	166	182	211	255	174	191	222	268	204	218	246	295	207	221	249	298	217	232	261	313
American Sentry™ Linden	Tilia americana 'MckSentry'	Spring/Fall	194	208	234	281	204	218	246	295	204	218	246	295	207	221	249	298	217	232	261	313
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	166	182	211	255	174	191	222	268	192	205	230	276	195	208	233	279	205	218	245	293
Glenleven Littleleaf Linden	Tilia x flavescens 'Glenleven'	Spring/Fall	166	182	211	255	174	191	222	268	192	205	230	276	195	208	233	279	205	218	245	293
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire®'	Spring/Fall	166	182	211	255	174	191	222	268	192	205	230	276	195	208	233	279	205	218	245	293
Sterling Silver Linden	Tilia tomentosa 'Sterling®'	Spring/Fall	166	182	211	255	174	191	222	268	192	205	230	276	195	208	233	279	205	218	245	293
Accolade Elm™	Ulmus 'Morton'	Spring/Fall	219	231	248	281	219	231	248	281	219	236	265	309	221	238	267	311	226	249	281	327
Triumph Elm™	Ulmus 'Morton Glossy'	Spring/Fall	219	231	248	281	219	231	248	281	219	236	265	309	221	238	267	311	226	249	281	327
Emerald Sunshine Elm	Ulmus 'Emerald Sunshine'	Spring/Fall	219	231	248	281	219	231	248	281	219	236	265	309	221	238	267	311	226	249	281	327
Frontier Elm	Ulmus 'Frontier'	Spring/Fall	219	231	248	281	219	231	248	281	219	236	265	309	221	238	267	311	226	249	281	327
Princeton Elm	Ulmus americana 'Princeton'	Spring/Fall					219	231	248	281	219	236	265	309	221	238	267	311	226	249	281	327

POSSIBILITY PLACE NURSERY PRICING FOR SUBURBAN TREE CONSORTIUM

COMMON NAME	SCIENTIFIC/ CULTIVARS	FALL 2017/SPRING 2018			FALL 2018/SPRING 2019			FALL 2019/SPRING 2020			FALL 2020/SPRING 2021			FALL 2021/SPRING 2022		
		1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"
Ohio Buckeye	Aesculus glabra	\$145.00	\$160.00		\$160.00	\$180.00		\$170.00	\$190.00		\$180.00	\$200.00		\$180.00	\$200.00	
Northern Catalpa	Catalpa speciosa	\$130.00	\$150.00		\$145.00	\$170.00		\$155.00	\$180.00		\$165.00	\$190.00		\$165.00	\$190.00	
Common Hackberry	Celtis occidentalis	\$130.00	\$155.00		\$145.00	\$170.00		\$155.00	\$180.00		\$165.00	\$190.00		\$165.00	\$190.00	
Blue Ash	Fraxinus quadrangulata															
Kentucky Coffeetree	Gymnocladus dioica															
Butternut	Juglans cinerea															
Black Walnut	Juglans nigra															
Black Tupelo	Nyssa sylvatica															
Ironwood (Hophornbeam)	Ostrya virginiana															
Eastern White Pine	Pinus strobus	\$135.00	\$170.00		\$150.00	\$190.00		\$160.00	\$200.00		\$170.00	\$210.00		\$170.00	\$210.00	
White Oak	Quercus alba	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
Swamp White Oak	Quercus bicolor	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
Scarlet Oak	Quercus coccinea	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
Hill's Oak	Quercus ellipsoidalis	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
Shingle Oak	Quercus imbricaria	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
Bur Oak	Quercus macrocarpa	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
Chinquapin Oak	Quercus muehlenbergii	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
Red Oak	Quercus rubra	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
Swamp/Bur Oak Hybrid	Quercus x schuetti	\$140.00	\$170.00		\$155.00	\$190.00		\$165.00	\$200.00		\$175.00	\$210.00		\$175.00	\$210.00	
***ALL TREES IN THE ABOVE LISTING ARE IN 18" ROOT BAGS. ALL TREES CAN BE GROWN IN ROOT MAKER CONTAINERS FOR AN EXTRA \$15.00 PER TREE.																
DELIVERY CHARGES:																
		\$2.00 PER MILE ROUND TRIP														
		MINIMUM 10 TREES FOR DELIVERY														

Spring Grove Nursery Prices for Suburban Tree Consortium - Fall 2017-Spring 2022

Revised 7-18-17

Common Name	Scientific Name	Planting Season	Fall 2017/Spring 2018			Fall 2018/Spring 2019			Fall 2019/Spring 2020			Fall 2020/Spring 2021			Fall 2021/Spring 2022		
			2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"
Freemanii Maple	Acer x freemani 'Jeffersred'	Spring/Fall	188	212	249	197	223	261	207	234	274	218	246	288	228	258	302
	Acer x freemani 'Celzam'	Spring/Fall	188	212	249	197	223	261	207	234	274	218	246	288	228	258	302
	Acer x freemani 'Autumn Fantasy'	Spring/Fall	188	212	249	197	223	261	207	234	274	218	246	288	228	258	302
Amur Flame Maple	Acer ginnala 'Flame'	Spring/Fall				197	223	261	207	234	274	218	246	288	228	258	302
State Street Maple	Acer miyabei 'Morton'	Spring/Fall	188	212	249	197	223	261	207	234	274	218	246	288	228	258	302
Rugged Ridge Maple	Acer miyabei 'JFS-KW3AMI'	Spring/Fall				197	223	261	207	234	274	218	246	288	228	258	302
Norway Maple	Acer platanoides 'Deborah'	Spring/Fall				183	209	247	207	234	274	218	246	288	228	258	302
	Acer platanoides 'Pond'	Spring/Fall				183	209	247	207	234	274	218	246	288	228	258	302
Red Maple	Acer rubrum 'Franksred'	Spring/Fall Caution	188	212	249	285	197	223	261	299	207	234	274	218	246	288	302
	Acer rubrum 'October Glory'	Spring/Fall Caution	188	212	249	285	197	223	261	299	207	234	274	218	246	288	302
	Acer rubrum 'Redpointe'	Spring/Fall Caution	188	212	249	285	197	223	261	299	207	234	274	218	246	288	302
	Acer rubrum 'Burgundy Belle'	Spring/Fall Caution	188	212	249	285	197	223	261	299	207	234	274	218	246	288	302
	Acer rubrum 'Sun Valley'	Spring/Fall Caution	188	212	249	285	197	223	261	299	207	234	274	218	246	288	302
Sugar Maple	Acer saccharum 'Green Mountain'	Spring/Fall	188	212	249		197	223	261		207	234	274	218	246	288	302
	Acer saccharum 'Commemoration'	Spring/Fall	188	212	249		197	223	261		207	234	274	218	246	288	302
	Acer saccharum 'Bellika' Fall Fiesta	Spring/Fall	188	212	249		197	223	261		207	234	274	218	246	288	302
	Acer saccharum 'Morton' Crescendo	Spring/Fall	198	223	259		208	234	272		218	246	286	230	258	300	315
Pacific Sunset Maple	Acer truncatum x A. platanoides 'Warrenred'	Spring/Fall	212	236			223	248			234	261		246	274		258
Crimson Sunset Maple	Acer truncatum x A. platanoides 'JFS-KW202'	Spring/Fall	212	236			223	248			234	261		246	274		258
Urban Sunset Maple	Acer truncatum x A. platanoides 'JFS-KW187'	Spring/Fall															258
Hot Wings Maple	Acer tataricum 'GarAnn'	Spring/Fall	212	236			223	248			234	261		246	274		258
Yellow Buckeye	Aesculus octandra	Spring/Fall Caution	222	248	286		233	260	300		245	273	315	257	287	331	270
Ft. McNair Horsechestnut	Aesculus carnea 'Ft. McNair'	Spring/Fall Caution	222	248	286		233	260	300		245	273	315	257	287	331	270
Autumn Splendor Horsechestnut	Aesculus arnoldiana 'Autumn Splendor'	Spring/Fall Caution	222	248	286		233	260	300		245	273	315	257	287	331	270
Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	Spring/Fall	188	212	249		197	223	261		207	234	274	217	246	288	228
Spring Flurry Serviceberry	Amelanchier laevis 'JFS-Arb'	Spring/Fall	188	212	249												
Heritage River Birch	Betula nigra 'Cully'	Spring	176	200	236		185	210	248		194	221	261	204	232	274	214
Dakota Pinnacle Birch	Betula platyphylla 'Fargo'	Spring	176	200	236		185	210	248		194	221	261	204	232	274	214
Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	Spring	212	236	273		223	248	287		234	261	301	246	274	316	258
American Hornbeam	Carpinus caroliniana	Spring	212	236	273		223	248	287		234	261	301	246	274	316	258
Northern Catalpa	Catalpa speciosa	Spring/Fall	176	200	236	273	185	210	248	287	194	221	261	301	204	232	274
Purple Catalpa	Catalpa x erubescens 'Purpurea'	Spring/Fall	176	200	236	273	185	210	248	287	194	221	261	301	204	232	274
Hackberry	Celtis occidentalis	Spring/Fall	176	200	236	273	185	210	248	287	194	221	261	301	204	232	274
Chicagoand Hackberry	Celtis occidentalis 'Chicagoand'	Spring/Fall	181	205			190	215			199	226		209	237		220
Prairie Sentinel Hackberry	Celtis occidentalis 'JFS-KSU1'	Spring/Fall												209	237		220
Eastern Redbud	Cercis canadensis	Spring	212	236	273		223	248	287		234	261	301	246	274	315	258

Spring Grove Nursery Prices for Suburban Tree Consortium - Fall 2017-Spring 2022

Common Name	Scientific Name	Planting Season	Fall 2017/Spring 2018			Fall 2018/Spring 2019			Fall 2019/Spring 2020			Fall 2020/Spring 2021			Fall 2021/Spring 2022					
			2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"			
Perkins Pink Yellowwood	Cladrastis kentuckea 'Perkins Pink'	Spring	212	236	273				223	248	287	234	261	301	246	274	315	258	287	332
Golden Glory Corneliancherry Dogwood	Cornus mas 'Golden Glory'								207	233	273	217	245	287	228	257	301	240	270	316
Turkish Filbert	Corylus coriurua	Spring							223	248		234	261		246	274		258	287	
Common Name	Scientific Name	Planting Season	Fall 2017/Spring 2018	Fall 2018/Spring 2019	Fall 2019/Spring 2020	Fall 2020/Spring 2021	Fall 2021/Spring 2022	Fall 2022/Spring 2023	Fall 2023/Spring 2024	Fall 2024/Spring 2025	Fall 2025/Spring 2026	Fall 2026/Spring 2027	Fall 2027/Spring 2028	Fall 2028/Spring 2029	Fall 2029/Spring 2030	Fall 2030/Spring 2031	Fall 2031/Spring 2032	Fall 2032/Spring 2033	Fall 2033/Spring 2034	Fall 2034/Spring 2035
Thornless Cockspur Hawthorn	Crataegus crusgalli v. Inermis	Spring	152	176	212				159	185	223	167	194	234	175	204	246	184	214	258
winter King Hawthorn	Crataegus virdis 'Winter King'	Spring	152	176	212				159	185	223	167	194	234	175	204	246	184	214	258
Hardy Rubber Tree	Eucommia ulmoides	Spring/Fall							223	245	287	234	257	301	246	274	316	258	287	332
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	282	309					297	324		311	340		327	357		343	375	
Windover Gold Ginkgo	Ginkgo biloba 'Windover Gold'	Spring/Fall	282	309					297	324		311	340		327	357		343	375	
Skyline Honeylocust	Gleditsia triacanthos 'Skytale'	Spring/Fall	176	212	249				185	223	261	194	234	274	204	246	288	214	258	302
Streetkeeper Honeylocust	Gleditsia triacanthos 'Street Keeper'	Spring/Fall	182	218	255				191	229	267	201	241	281	211	253	295	221	265	310
Kentucky Coffee Tree	Gymnocladus dioica	Spring/Fall	212	236	273				223	248	287	234	261	301	246	274	316	258	287	332
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso-JFS'	Spring/Fall	218	243	279				229	255	293	241	267	308	253	281	323	265	295	339
Moraine Sweetgum	Liquidambar styraciflua 'Moraine'	Spring	222	248	285				233	260	300	245	273	315	257	287	331	270	301	347
Worpelsdon Sweetgum	Liquidambar styraciflua 'Worpelsdon'	Spring										245	273	315	257	287	331	270	301	347
Slender Silhouette Sweetgum	Liquidambar styraciflua 'Slender Silhouette'	Spring										245	273	315	257	287	331	270	301	347
Tulip Tree	Liriodendron tulipifera	Spring	222	248	285				233	260	300	245	273	315	257	287	331	270	301	347
Emerald City Tulip Tree	Liriodendron tulipifera 'JFS-Oz'	Spring	229	254	292				240	267	307	252	280	322	265	294	338	287	308	355
Amur Maackia	Maackia amurensis	Spring/Fall										217	245	287	228	257	301	240	270	316
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring/Fall										234	261	301	246	274	316	258	288	332
Butterflies Magnolia	Magnolia acuminata 'Butterflies'	Spring										234	261	301	246	274	316	258	288	332
Crabapple	Malus 'Prairiefire'	Spring/Fall	164	188					172	197		181	207		190	218		199	228	
	Malus 'Spring Snow'	Spring/Fall	164	188					172	197		181	207		190	218		199	228	
	Malus 'Red Jewel'	Spring/Fall	164	188					172	197		181	207		190	218		199	228	
	Malus 'Sargent'	Spring/Fall	164	188					172	197		181	207		190	218		199	228	
	Malus 'Golden Raindrops'	Spring/Fall	164	188					172	197		181	207		190	218		199	228	
	Malus 'Royal Raindrops'	Spring/Fall	164	188					172	197		181	207		190	218		199	228	
	Malus 'Profusion'	Spring/Fall	164	188					172	197		181	207		190	218		199	228	
	Malus 'Showtime'	Spring/Fall	164	188					172	197		181	207		190	218		199	228	
	Malus 'Firebird'	Spring/Fall							172	197		181	207		190	218		199	228	
Dawn Redwood	Metasequoia glyptostroboides	Spring	212	236	273				223	248	287	234	261	301	246	274	316	258	287	332
American Hophornbeam	Ostrya virginiana	Spring	222	248	286				233	260	300	245	273	315	257	287	331	270	301	347
Ruby Vase Parrotia	Parrotia persica 'Ruby Vase'	Spring							223	248		234	260		246	273		258	287	

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM



Wilson Nurseries, Inc. thanks the West Central Municipal Conference Suburban Tree Consortium for over 30 years of partnership. As we continue to be a dependable supplier of high quality trees for the STC, we also continue to change our product mix to provide a good variety of cultivars that are hardy in our zone. If you don't see something that you would like us to grow please send us a request for the variety, size and year wanted.

COMMON NAME	CULTIVARS	PLANTING SEASON	Fall 2017		Fall 2018		Fall 2019		Fall 2020		Fall 2021	
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"
Jade Patina™ Hedge Maple	Acer campestre 'Balle'	Spring & Fall	200	225								
Hedge Maple	Acer campestre	Spring & Fall	200	225								
Autumn Blaze® Freemanii Maple	Acer x freemanii 'Jeffersred'	Spring & Fall	175	185	195	175	185	195	205	185	195	205
Celebration® Maple	Acer x freemanii 'Calzam'	Spring & Fall										
Sienna Glen® Freemanii Maple	Acer x freemanii 'Sienna'	Spring & Fall				175	185	185	195	175	185	175
Matador™ Freemanii Maple	Acer x freemanii 'Bailston'	Spring & Fall	175	185		175	185	185	195	185	195	175
Crimson King Norway Maple	Acer platanoides 'Crimson King'	Spring & Fall	175	185		175	185	200	220	200	220	
Redpointe® Maple	Acer rubrum 'Frank Jr PP16769'	Spring & Fall	180	190		180	190	200	190	200	200	215
Hot Wings® Tatarian Maple	Acer tataricum 'GarAnn' PP15023	Spring & Fall										
Baumann Double Horsechestnut	Aesculus hippocastanum 'Baumanii'	Spring only				215	225			215	225	185
Briotiti Red Horsechestnut	Aesculus x carnea 'Briotiti'	Spring only				245	255	245	255	245	255	235
Blue Beech	Carpinus caroliniana	April-May only	220	230		220	230	240	230	240	240	195
Pyramidal European Hornbeam	Carpinus betulus 'fastigiata'	April-May only	220	230		185	195	205	185	195	185	195
Emerald Avenue® Hornbeam	Carpinus betulus 'JFS-KW/ICB'	April-May only	220	230								
Catalpa	Catalpa speciosa	Spring only				165	175		175	185	175	185
Eastern Redbud	Cercis canadensis	Spring & Fall				165	175		175	185	175	185
Common Hackberry	Celtis occidentalis	Spring & Fall	175	185		175	185	195	185	195	185	195
Katsura	Cercidiphyllum japonicum	Spring only	200	210								
Cockspur hawthorn	Crataegus crusgalli var. inermis	Spring & Fall	175	195		185	205		195	215	195	205
Cornelian Cherry Dogwood	Cornus mas 'Golden Glory'	Spring & Fall	180	190		180	190		190	200	190	205
Rivers Purple Beech	Fagus sylvatica 'Riversii'	Late Spring only	260	280		275	290		285	295	285	295
Tricolor European Beech	Fagus sylvatica 'Roseomarginata'	Late Spring only				275	290		285	295	285	295
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring & Fall	315	325		315	325		325	335	325	335
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring & Fall	315	325		315	325		325	335	325	335
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring & Fall	315	325		315	325		325	335	325	335
Shangri-La Ginkgo	Ginkgo biloba 'Shangri-La'	Spring & Fall				315	325		315	325	315	325

Contact Jennifer Fick phone: 847.683.3700 email: jennf@wilsonnurseries.com

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	CULTIVARS	PLANTING SEASON	Fall 2017		Fall 2018		Fall 2019		Fall 2020		Fall 2021		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"
Skyline® Honeylocust	Gleditsia triacanthos 'Skycole'	Spring & Fall	185	195	210	190	200	200	210	200	210	185	195
Shademaster® Honeylocust	Gleditsia triacanthos 'Shademaster'	Spring & Fall	185	195	210	190	205	200	215	200	215	190	205
Kentucky Coffeetree	Gymnocladus dioica	Spring & Fall	185	195	210	190	205	200	215	200	215	190	205
Decar™ Kentucky Coffeetree	Gymnocladus dioica 'McK/Branched'	Spring & Fall	185	195	210	190	205	200	215	200	215	190	205
Espresso™ Kentucky Coffeetree	Gymnocladus dioica 'Espresso-JFS'	Spring & Fall	185	195	210	190	205	200	215	200	215	190	205
Camelot® Crabapple (pink flower)	Malus 'Camzam'	Spring & Fall	131	158		135	165	135	165	140	175	155	165
Coralburst® Crabapple (pink flower)	Malus 'Coralcole'	Spring & Fall	131	158		135	165	135	165	140	175	155	165
Red Jewel Crabapple (white flower)	Malus 'Jewelcole'	Spring & Fall	175	185		180	190	190	200	190	200	155	165
Royal Raindrops® Crabapple (pink flower)	Malus 'JFS-RW5' PP14375	Spring & Fall	131	158		135	165	135	165	140	175	155	165
Lollipop® Crabapple (white flower)	Malus Lollizum'	Spring & Fall	131	158		138	165	135	165	140	175	155	165
Firebird® Crabapple (white flower)	Malus sargentii 'Select A' PP12621	Spring & Fall	131	158		138	165	135	165	140	175	155	165
Sargent Tina Crabapple (white flower)	Malus sargentii 'Tina'	Spring & Fall	131	158		138	165	135	165	140	175	155	165
Show Time™ Crabapple (pink flower)	Malus 'Shotizam'	Spring & Fall	131	158		145	155	190	200	190	200	155	165
Gladiator™ Crabapple (pink flower)	Malus x 'adstringens' 'Durdle' PP20,167	Spring & Fall	131	158		135	165	190	200	190	200	155	165
Starfire® Crabapple (white flower)	Malus x 'Jefliffe'	Spring & Fall	131	158		165	175	190	200	190	200	155	165
Spring Snow Crabapple (white flower)	Malus x 'Spring Snow'	Spring & Fall	131	158		165	175	190	200	190	200	155	165
Black Tupelo	Nyssa sylvatica	Late spring only	220	230	240	230	240	240	250	240	250	215	225
Majestic Black Tupelo	Nyssa sylvatica 'Majestic'	Late spring only	220	230	240	210	220	210	220	215	225	215	225
Exclamation™ London Planetree	Platanus x acerifolia 'Morton Circle'	Spring only	155	170	180	180	190	185	195	185	195	170	180
Ironwood/American Hophornbeam	Ostrya virginiana	Spring only	220	230	240	200	215	200	215	210	225	210	225
Quaking Aspen	Populus tremuloides	Spring only				165	175	175	185	175	185	180	190
Autumn Blaze Pear	Pyrus calleryana 'Autumn Blaze'	Late spring only	155	170				195	205	195	205		
Chanticleer® Pear	Pyrus calleryana 'Glen's Form'	Late spring only	155	170	210	190	200	195	205	195	205	195	205
Jack® Pear	Pyrus calleryana 'Jaczam'	Late spring only						195	205	195	205	195	205
Swamp white oak	Quercus bicolor - Swamp White	Late spring only	190	240	245	230	240	235	245	235	245	190	235
Scarlet oak	Quercus coccinea - Scarlet	Late spring only	190	225	240	230	240	235	245	235	245	190	235
Bur oak	Quercus macrocarpa - Bur	Late spring only	190	240	245	230	240	235	245	235	245	190	235
Chinkapin Oak	Quercus muehlenbergii	Late spring only						185	230	185	230	190	235
Regal Prince® Oak	Quercus robur x bicolor 'Long' PP12673	Late spring only	180	225		180	225	185	230	185	230	190	235
Schumard Oak	Quercus shumardii	Late spring only	190	240		190	240	230	245	235	245	190	215
Red oak	Quercus rubra - Red	Late spring only	190	240		190	240	235	245	235	245	190	235
Scarlet Letter™ English Oak	Quercus x Scarlet Letter	Late spring only	190	225		190	225	235	245	235	245	190	215
Ivory Silk Japanese tree lilac	Syringa reticulata 'Ivory Silk'	Spring & Fall	225	235		230	240	235	245	235	245	225	235
Snowdance™ Japanese Tree Lilac	Syringa reticulata 'Ballnee'	Spring & Fall	225	235		230	240	235	245	235	245	225	235
Common Baldcypress	Taxodium disticum	Late spring only	195	215		205	215	210	220	210	220	205	215
Shawnee Brave Bald Cypress	Taxodium disticum 'Mickelson'	Late spring only	195	215		205	215	210	220	210	220	205	215

Contact Jennifer Fick phone: 847-683-3700 email: jennf@wilsonnurseries.com

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	CULTIVARS	PLANTING SEASON	Fall 2017		Fall 2018		Fall 2019		Fall 2020		Fall 2021		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"
Redmond American Linden	Tilia americana 'Redmond'	Spring & Fall	200	210	175	185	210	220	210	220	210	220	
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring & Fall	200	210	175	185	210	220	210	220	210	220	
Sterling Silver Linden	Tilia tomentosa 'Sterling'	Spring & Fall	200	210			210	220	210	220	210	220	
Princeton Elm	Ulmus americana 'Princeton'	Spring & Fall	190	200	180	190	200	185	195	210	185	195	
St. Croix™ American Elm	Ulmus americana 'St Croix' PP20,097	Spring & Fall						185	195				
Frontier Elm	Ulmus 'Frontier'	Spring & Fall	190	200	180	190	200	185	195	210	185	195	
Accolade™ Elm	Ulmus 'Morton'	Spring & Fall	190	200	180	190	200	185	195	210	185	195	
Triumph™ Elm	Ulmus 'Morton Glossy'	Spring & Fall	190	200	180	190	200	185	195	210	185	195	
Prospector Elm	Ulmus wilsoniana 'Prospector'	Spring & Fall	190	200	180	190	200	185	195	185	195	185	195

Contact Jennifer Fick phone: 847.683.3700 email: jennf@wilsonnurseries.com

Pugsley & LaHaie REGULAR CONTRACT Prices for the Suburban Tree Consortium

Revised 8/15/2017

Ball Size Bid On	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"	10' or 4"	12' or 4.5"
Tree Installation	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"	42-47.5"	48-53.5"
2017	64.00	82.00	87.00	114.00	141.00	163.00	197.00
2018	66.00	86.00	91.00	119.00	145.00	167.00	201.00
2019	68.00	88.00	93.00	121.00	147.00	169.00	203.00
2020	69.00	89.00	94.00	122.00	148.00	170.00	204.00
2021 (Spring)	71.00	91.00	96.00	124.00	150.00	172.00	206.00
2022	74.50	95.50	100.75	130.25	157.50	180.50	216.25
Delivery for Fall 2016 thru Spring 2017 from Wilson, Klehm & Fiore Nurseries:							
	14.00	16.00	19.00	25.00	30.00	42.00	51.00
Delivery for Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:							
	17.00	19.00	22.00	30.00	32.00	48.00	57.00
Delivery for Fall 2016 thru Spring 2017 from Possibility Place Nursery & Spring Grove Nursery:							
	25.00	28.00	31.00	36.00	41.00	53.00	65.00
Delivery from Fall 2017 thru Fall 2018 from Wilson, Klehm & Fiore Nurseries:							
	15.00	17.00	20.00	27.00	32.00	44.00	53.00
Delivery for Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:							
	18.00	21.00	24.00	32.00	34.00	50.00	60.00
Delivery for Fall 2017 thru Fall 2018 from Possibility Place Nursery & Spring Grove Nursery:							
	26.00	30.00	33.00	38.00	43.00	55.00	68.00
Delivery from Spring 2019 thru Fall 2019 from Wilson, Klehm & Fiore Nurseries:							
	16.00	18.00	21.00	28.00	33.00	45.00	54.00
Delivery for Spring 2019 thru Fall 2019 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:							
	19.00	22.00	25.00	33.00	35.00	51.00	61.00
Delivery for Spring 2019 thru Fall 2019 from Possibility Place Nursery & Spring Grove Nursery:							
	27.00	31.00	34.00	39.00	44.00	54.00	69.00
Delivery from Spring 2020 thru Fall 2020 from Wilson, Klehm & Fiore Nurseries:							
	16.00	18.00	21.00	28.00	33.00	45.00	54.00
Delivery for Spring 2020 thru Fall 2020 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:							
	19.00	22.00	25.00	33.00	35.00	51.00	61.00
Delivery for Spring 2020 thru Fall 2020 from Possibility Place Nursery & Spring Grove Nursery:							
	27.00	31.00	34.00	39.00	44.00	54.00	69.00
Delivery from Spring 2021 thru Fall 2021 from Wilson, Klehm & Fiore Nurseries:							
	17.00	19.00	22.00	29.00	34.00	46.00	55.00

Delivery for Spring 2021 thru Fall 2021 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	20.00	23.00	26.00	34.00	36.00	52.00	62.00
Delivery for Spring 2021 thru Fall 2021 from Possibility Place Nursery & Spring Grove Nursery:	28.00	32.00	35.00	40.00	45.00	55.00	70.00
Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm & Fiore Nurseries:	18.00	20.00	23.00	30.00	35.00	47.00	56.00
Delivery for Spring 2022 thru Fall 2022 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	21.00	24.00	27.00	35.00	37.00	53.00	63.00
Delivery for Spring 2022 thru Fall 2022 from Possibility Place Nursery & Spring Grove Nursery:	29.00	33.00	36.00	41.00	46.00	56.00	71.00
Mulch Fall 2016 thru Fall 2018							
Mulch Spring 2019 thru Fall 2019	8.00	9.00	10.00	11.00	12.00	12.50	13.50
Mulch Spring 2020 thru Fall 2020	9.00	10.00	11.00	12.00	13.00	13.50	14.50
Mulch Spring 2021	10.00	11.00	12.00	13.00	14.00	14.50	15.50
Mulch Spring 2022	11.00	12.00	13.00	14.00	15.00	15.50	16.50
2018 Season	12.00	13.00	14.00	15.00	16.00	16.50	17.50
Gator Bag Brand Water Bags							
Generic Water Bags		19.17					
Delivery Fuel Surcharge							
Per Tree Cost	1.00	Per Gallon \$3.00-\$4.00	2.00	Per Gallon \$4.01-\$5.00	3.00	Per Gallon \$5.01-\$6.00	4.00
						Per Gallon \$6.01+	

Pugsley & LaHale, Ltd. Prevailing Wage Prices for the Suburban Tree Consortium
 Revised 8/15/2017

Ball Size Bid On Tree Installation	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"
	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"
2017	128.00	148.00	180.00	224.00	284.00
2018	129.00	150.00	182.00	226.00	287.00
2019	131.00	152.00	184.00	228.00	289.00
2020	133.00	154.00	186.00	230.00	291.00
2021 (Spring)	135.00	156.00	188.00	232.00	293.00
2022	141.50	163.50	197.00	243.00	307.00
Delivery from Fall 2016 thru Spring 2017 from Wilson, Klehm & Fiore Nurseries:					
	16.00	20.00	23.00	27.00	35.00
Delivery from Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:					
	19.00	23.00	28.00	33.00	42.00
Delivery from Fall 2016 thru Spring 2017 from Possibility Place Nursery & Spring Grove Nursery:					
	26.00	30.00	34.00	41.00	46.00
Delivery from Fall 2017 thru Fall 2018 from Wilson, Klehm & Fiore Nurseries:					
	17.00	21.00	24.00	28.00	37.00
Delivery from Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:					
	20.00	24.00	29.00	34.00	43.00
Delivery from Fall 2017 thru Fall 2018 from Possibility Place Nursery & Spring Grove Nursery:					
	27.00	31.00	35.00	42.00	47.00
Delivery from Spring 2019 thru Fall 2019 from Wilson, Klehm & Fiore Nurseries:					
	18.00	22.00	25.00	29.00	38.00
Delivery from Spring 2019 thru Fall 2019 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:					
	21.00	25.00	30.00	35.00	44.00
Delivery from Spring 2019 thru Fall 2019 from Possibility Place Nursery & Spring Grove Nursery:					
	28.00	32.00	36.00	43.00	48.00
Delivery from Spring 2020 thru Fall 2020 from Wilson, Klehm & Fiore Nurseries:					
	19.00	23.00	26.00	30.00	39.00
Delivery from Spring 2020 thru Fall 2020 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:					
	22.00	26.00	31.00	36.00	45.00
Delivery from Spring 2020 thru Fall 2020 from Possibility Place Nursery & Spring Grove Nursery:					
	29.00	33.00	37.00	44.00	49.00
Delivery from Spring 2021 from Wilson, Klehm & Fiore Nurseries:					
	20.00	24.00	27.00	31.00	40.00

Delivery from Spring 2021 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:			
23.00	27.00	32.00	37.00
23.00	27.00	32.00	46.00
Delivery from Spring 2021 from Possibility Place Nursery & Spring Grove Nursery:			
30.00	34.00	38.00	45.00
30.00	34.00	38.00	50.00
Delivery from Spring 2022 from Wilson, Klehm & Fiore Nurseries:			
22.50	26.75	30.25	34.75
22.50	26.75	30.25	44.75
Delivery from Spring 2022 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:			
25.75	30.25	36.00	41.50
25.75	30.25	36.00	51.50
Delivery from Spring 2022 from Possibility Place Nursery & Spring Grove Nursery:			
33.50	38.00	42.50	50.50
33.50	38.00	42.50	56.00
Mulch Fall 2016 thru Spring 2018			
14.00	15.00	16.00	18.00
14.00	15.00	16.00	21.00
Mulch Fall 2018 thru Spring 2019			
15.00	16.00	17.00	19.00
15.00	16.00	17.00	23.00
Mulch Fall 2019 thru Spring 2020			
16.00	17.00	18.00	20.00
16.00	17.00	18.00	24.00
Mulch Fall 2020 thru Spring 2021			
17.00	18.00	19.00	21.00
17.00	18.00	19.00	25.00
Mulch Fall 2021 thru Spring 2022			
18.00	19.00	20.00	22.00
18.00	19.00	20.00	26.00
Delivery Fuel Surcharge			
Per Gallon \$3.00-\$4.00	Per Gallon \$4.01-\$5.00	Per Gallon \$5.01-\$6.00	Per Gallon \$6.01+

Note! Larger size trees will be quoted on a as needed basis.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: December 15, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Robert Greenfield, Superintendent of Utility Services *RG*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Award Bid – Oakton Street Water Tank Painting

Issue: The 2021 budget includes \$850,000 in funding for the painting of the Oakton Street Water Tank. Four bids were received and opened by the City Clerk’s office on December 9, 2020.

Analysis: The plans and specifications completed by Dixon Engineering includes exterior repairs to the water tank risers, ladders, platforms, roof vents, and cathodic covers followed by a complete cleaning and application of a three-coat epoxy urethane coating system. The bids submitted are listed below:

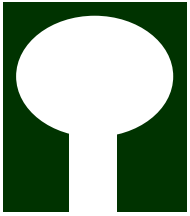
Company	Total Amount
Era Valdivia	\$690,800
LC United	\$695,500
Jetco, Ltd	\$994,310
Tecorp, Inc.	\$1,525,000

I made calls to Schaumburg, Wauconda, & Elmhurst. They all had a positive experience with this contractor. They noted that their projects were completed on-time and within budget.

Recommendation: We recommend the City Council award the Oakton Street Water Tank Painting to Era Valdivia Contractors, Inc., 11909 S Ave. O, Chicago, IL 60617, for the amount of \$690,800. Funding source for this project will be Capital Improvement Projects (500-00-580-0000.8100).

Attachments:

- Attachment 1 – Dixon Engineering Recommendation
- Resolution R-7-21
- Exhibit A – Contract



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

December 11, 2020

Mr. Robert Greenfield
City of Des Plaines
111 Joseph Schwab Road
Des Plaines, IL 60016

Subject: 1,000,000 Gallon Toroellipse Oakton Tank Rehabilitation Recommendation Letter

Dear Mr. Greenfield:

Dixon Engineering, Inc. has reviewed the bids submitted for the rehabilitation and repainting of the exterior of the City's 1,000,000 gallon toroellipse Oakton Tank. We recommend award to the low bidder, Era Valdivia Contractors, Inc. of Chicago, IL in the amount of \$690,800. This includes all line items on the Schedule of Values. Bidding was very competitive with four (4) bids received, the highest bid coming in at \$1,525,000 and the lowest at \$690,800.

Era Valdivia Contractors, Inc. is a prequalified painting contractor with Dixon Engineering for this scope of work.

If you have any questions regarding our recommendation, please contact Todd Schaefer at (630) 376-8322.

FOR DIXON ENGINEERING, INC.

Todd Schaefer
Project Manager

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

CITY OF DES PLAINES

RESOLUTION R - 7 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH ERA VALDIVIA CONTRACORS, INC., FOR THE REPLACEMENT OF THE OAKTON STREET WATER TANK PAINTING.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds in the Capital Improvement Projects account for use by the Department of Public Works and Engineering during the 2021 fiscal year for the painting of the Oakton Street Water Tank ("*Work*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, City staff invited bids for the completion of the Work; and

WHEREAS, the City received four bids, which were opened on December 9, 2020; and

WHEREAS, Era Valdivia Contractors, Inc., ("*Contractor*") submitted the lowest responsible bid in the amount of \$690,800; and

WHEREAS, the City desires to enter into an agreement with the Contractor for the performance of the Work in the not-to-exceed amount of \$690,800 ("*Agreement*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Era Valdivia Contractors, Inc. for the Oakton Street Water Tank Painting

CITY OF DES PLAINES

**CONTRACT FOR THE CONSTRUCTION OF
THE OAKTON STREET WATER TANK PAINTING**

**CITY OF DES PLAINES
 CONTRACT FOR THE CONSTRUCTION OF
 THE OAKTON STREET WATER TANK PAINTING**

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	The Work	1
	1.1 Performance of the Work	1
	1.2 Commencement and Completion Dates	2
	1.3 Required Submittals	2
	1.4 Review and Interpretation of Contract Provisions	3
	1.5 Conditions at the Work Site; Record Drawings	3
	1.6 Technical Ability to Perform.....	4
	1.7 Financial Ability to Perform.....	4
	1.8 Time.....	4
	1.9 Safety at the Work Site.....	5
	1.10 Cleanliness of the Work Site and Environs	5
	1.11 Damage to the Work, the Work Site, and Other Property	5
	1.12 Subcontractors and Suppliers	6
	1.13 Simultaneous Work By Others	6
	1.14 Occupancy Prior to Final Payment.....	6
	1.15 Owner’s Right to Terminate or Suspend Work for Convenience	6
ARTICLE II	Changes And Delays.....	7
	2.1 Changes	7
	2.2 Delays.....	7
ARTICLE III	Contractor’s Responsibility For Defective Work	8
	3.1 Inspection; Testing; Correction of Defects.....	8
	3.2 Warranty of Work.....	8
	3.3 Owner’s Right to Correct	9
ARTICLE IV	Financial Assurances.....	9
	4.1 Bonds	9
	4.2 Insurance.....	9
	4.3 Indemnification.....	10
ARTICLE V	Payment	10
	5.1 Contract Price	10
	5.2 Taxes and Benefits	10
	5.3 Progress Payments	10
	5.4 Final Acceptance and Final Payment	11
	5.5 Liens	11

5.6	Deductions	12
ARTICLE VI	Disputes And Remedies.....	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor’s Remedies	13
6.3	Owner’s Remedies.....	13
6.4	Owner’s Special Remedy for Delay	15
6.5	Terminations and Suspensions Deemed for Convenience	15
ARTICLE VII	Legal Relationships And Requirements	15
7.1	Binding Effect.....	15
7.2	Relationship of the Parties	15
7.3	No Collusion/Prohibited Interests	15
7.4	Assignment	16
7.5	Confidential Information	16
7.6	No Waiver	16
7.7	No Third Party Beneficiaries	17
7.8	Notices	17
7.9	Governing Laws	17
7.10	Changes in Laws.....	18
7.11	Compliance with Laws	18
7.12	Compliance with Patents	19
7.13	Time.....	19
7.14	Severability.....	19
7.15	Entire Agreement.....	20
7.16	Amendments.....	20

Contractor’s Certification

- Attachment A:** Supplemental Schedule of Contract Terms
- Attachment B:** Special Provisions
- Attachment C:** List of Drawings
- Attachment D:** Prevailing Wage Ordinance/ Performance Bond/ Labor & Materials Bond

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
THE OAKTON STREET WATER TANK PAINTING**

In consideration of the mutual promises set forth below, the City of Des Plaines, 1420 Miner Street / Northwest Highway, Des Plaines, Illinois 60016, an Illinois municipal corporation (“*Owner*”), and *Era Valdivia, Inc*, 11909 S Ave O, Chicago, IL 60617 a *Painting Contractor* (“*Contractor*”), make this Contract as of _____1/05_____, 2021, (the “*Effective Date*”) and hereby agree as follows:

ARTICLE I: THE WORK

1.1 Performance of the Work

Contractor, at its sole cost and expense, must provide, perform, and complete all of the following, all of which is herein referred to as the “*Work*”:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.
2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.
4. Taxes. Pay all applicable federal, state, and local taxes.
5. Miscellaneous. Do all other things required of Contractor by this Contract, including without limitation arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and

construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor must commence the Work not later than the “*Commencement Date*” set forth on Attachment A and must diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the “*Completion Date*” set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the “*Contract Time*.”

1.3 Required Submittals

A. Submittals Required. Contractor must submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and must, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract (“*Required Submittals*”). Such details must include, but are not limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor must provide *one* complete sets for each Required Submittal. All Required Submittals, except drawings, must be submitted electronically in PDF format. All drawings must be clearly marked with the names of Owner and Contractor.

C. Time of Submission and Owner’s Review. All Required Submittals must be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner’s sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner will have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals will, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal may be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner’s review and stamping of any Required Submittal will be for the sole purpose of examining the general management, design, and details of the proposed Work, does not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and may not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor is responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor must, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned is understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor must promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract governs is final, and any corrective work required does not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor must, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification is subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site: Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions

indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor is solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor must check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor must lay out the Work in accordance with this Contract and must establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor must verify and be responsible for dimensions and location of such pre-existing work. Contractor must notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contractor may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor must carry out such instructions as if originally specified and without any increase in Contract Price.

Before Final Acceptance of the Work, Contractor must submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating all field deviations from Attachment B or the drawings identified in Attachment C.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor is solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during

performance of the Work. This requirement applies continuously and is not limited to normal working hours. Contractor must take all safety precautions as necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor must conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way are rendered unsafe by Contractor's operations, Contractor must make such repairs or provide such temporary ways or guards as are acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor must keep the Work Site and adjacent areas clean at all times during performance of the Work and must, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto is provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor is fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor must, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor will have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor must, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor must perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor must be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract does

not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract is subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to “*Contractor*” is deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract must include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor must immediately upon notice from Owner terminate such subcontractor or supplier. Contractor will have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner has the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor must make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor must afford Owner and other contractors’ reasonable opportunity for the execution of such other work and must properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner will have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service must be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service may be construed as an acceptance of any of the Work or a release or satisfaction of Contractor’s duty to insure and protect the Work, nor may it, unless conducted in an unreasonable manner, be considered as an interference with Contractor’s provision, performance, or completion of the Work.

1.15 Owner’s Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner has the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice must state the extent and effective date of such termination or suspension. On such effective date, Contractor must, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner must pay Contractor (1) such direct costs, excluding overhead, as Contractor has paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment may be offset by any prior payment or payments and is subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II: CHANGES AND DELAYS

2.1 Changes

Owner has the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time must be made within two business days following receipt of such Change Order, and may, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order will entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor must, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time will be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, may be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

**ARTICLE III: CONTRACTOR'S RESPONSIBILITY
FOR DEFECTIVE WORK**

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work are subject to inspection and testing by Owner or its designated representatives. Contractor must furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work must be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner must pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor must pay such cost.

C. Correction. Until Final Payment, Contractor must, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials; must strictly conform to the requirements of this Contract; and will be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed is in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor, promptly and without charge, must correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty may be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work may be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and may not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor is solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned

warranties or guaranties by Owner is a precondition to Final Payment and does not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner is entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV: FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor must provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("*Bonds*"). Contractor, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, must maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor must provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies must be in a form, and from companies, acceptable to Owner. Such insurance must provide that no change, modification in, or cancellation of any insurance becomes effective until the expiration of 30 days after written notice thereof has have been given by the insurance company to Owner. Contractor must, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor hereby agrees to and will indemnify, save harmless, and defend Owner and all of its elected officials, officers, employees, attorneys, agents, and representatives against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused solely by the negligence of Owner.

ARTICLE V: PAYMENT

5.1 Contract Price

Owner must pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor must accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "*Contract Price*"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and will not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price must be paid in monthly installments in the manner set forth in Attachment A ("*Progress Payments*").

B. Pay Requests. Contractor must, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("*Pay Request*"). The first Pay Request must be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request must include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor must notify Owner and request a final inspection ("*Notice of Completion*"). Contractor's Notice of Completion must be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("*Punch List Work*").

B. Punch List and Final Acceptance. The Work may be finally accepted when, and only when, the whole and all parts thereof have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner must make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner must make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("*Final Acceptance*").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor must submit to Owner a properly completed final Pay Request in the form provided by Owner ("*Final Pay Request*"). Owner must pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("*Final Payment*"). Final Payment must be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment will operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract may be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items will, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such

title will not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor must, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("*Lien*") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor must, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner will have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section does not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor may it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section is deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner will have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner will have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner is entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor has either performed the

obligations in question or furnished security for such performance satisfactory to Owner. Owner is entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI: DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor must, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor is conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor will be held to resolve the dispute. Within three business days after the end of the conference, Owner must render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it must, within three business days, give Owner notice thereof and, in such notice, must state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor will be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within 10 days after receipt of such demand, then Contractor will be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's

rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due (“*Event of Default*”), and has failed to cure any such Event of Default within five business days after Contractor’s receipt of written notice of such Event of Default, then Owner will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys’ fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor’s rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor’s expense.
6. Upon any termination of this Contract or of Contractor’s rights under this Contract, and at Owner’s option exercised in writing, any or all subcontracts and supplier contracts of Contractor will be deemed to be assigned to Owner without any further action being required, but Owner may not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys’ fees and administrative expenses, incurred by Owner as

the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Additional Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "*Per Diem Administrative Charge*" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified will automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII: LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract is binding on Owner and Contractor and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party is deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor will act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract may be construed (1) to create the relationship of principal and agent, partners, or joint venture's between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation.

If at any time it is found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor will be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract will, at Owner's option, be null and void.

Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor may not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval will not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work must be held confidential by Contractor and may not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner may constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by

Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third-Party Beneficiaries

No claim as a third-party beneficiary under this Contract by any person, firm, or corporation other than Contractor may be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract must be in writing and are deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner must be addressed to, and delivered at, the following address:

	<u>with a copy to:</u>
City of Des Plaines	Elrod Friedman LLP
1111 Joseph Schwab Rd.	325 N. LaSalle Street, Suite 450
Des Plaines, Illinois 60016	Chicago, Illinois 60654
Attention: Tom Bueser	Attention: Peter Friedman

Notices and communications to Contractor must be addressed to, and delivered at, the following address:

Era Valdivia Contractors, Inc
11909 S. Ave. O, Chicago, IL
60617

The foregoing may not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address is effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws includes such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

A. Compliance Required. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (see Subsection C of this Section) (a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate applies to this Contract); any other applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/0.01 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, 220 ILCS 50/1 et seq., and the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq.

B. Liability for Fines, Penalties. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

C. Prevailing Wage Act. Contractor and each subcontractor, in order to comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Act"), must submit to the City a certified payroll on a monthly basis, in accordance with Section 5 of the Act. The certified payroll must consist of a complete copy of those records required to be made and kept by the Act. The certified payroll must be accompanied by a statement signed by the contractor or subcontractor that certifies that (1) such records are true and accurate, (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Act, and (3) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor may rely on the certification of a subcontractor, provided that Contractor does not knowingly rely on a subcontractor's false certification. On two business days' notice, Contractor and each subcontractor must make available for inspection the records required to be made and kept by the Act (i) to the City and its officers and agents and to the Director of the Illinois Department of Labor and his or her deputies and agents and (ii) at all reasonable hours at a location within the State.

D. Qualified. Bidder has the requisite experience minimum of 8 years, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time set forth above. Bidder warrants and represents that it has met and will meet all required standards set forth in Owner's Responsible Bidder Ordinance M-7-20, including, without limitation, that Bidder and all of Bidder's subcontractors have an active apprenticeship and training program approved and registered with the United States Department Labor Bureau of Apprenticeship and Training for each of the trades that will perform Work under this Contract.

E. Required Provisions Deemed Inserted. Every provision of law required by law to be inserted into this Contract is deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor will pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor must promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor must pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner will have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days is construed to refer to calendar days.

7.14 Severability

The provisions of this Contract will be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract is held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract will be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract is effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed by their properly authorized representatives in two original counterparts as of the Effective Date.

CITY OF DES PLAINES

By: _____
Michael G. Bartholomew, City Manager

Attest:

By: _____
Laura Fast, Deputy City Clerk

Era Valdivia Contractors, Inc.

By: _____

Name: _____ Title: _____

Attest:

By: _____

Name: _____ Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR’S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the “Patriot Act”) or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED: _____, 20__.

Era Valdivia Contractors, Inc.

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Subscribed and Sworn to before me on _____, 20__.

My Commission expires: _____

Notary Public

(SEAL)

**CITY OF DES PLAINES
CONTRACT FOR THE CONSTRUCTION OF
THE OAKTON STREET WATER TANK PAINTING
ATTACHMENT A**

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Tank Information:

Exterior: High pressure water clean (5,000 to 10,000 psi), spot power tool clean to a SSPCSP11 standard, and apply a three (3) coat epoxy urethane system.

Wet Interior: Abrasive blast clean to a SSPC-SP10 near-white metal standard and apply a three (3) coat zinc epoxy system. Apply a polyurethane caulk to the roof lap seams. The mechanical mixer is to be removed and reinstalled after the topcoat is cured.

Foundation: Water clean and apply a two (2) coat epoxy system.

2. Work Site:

195 West Oakton Street, Des Plaines, IL.

3. Permits, Licenses, Approvals, and Authorizations:

Contractor must obtain all required governmental permits, licenses, approvals, and authorizations, except:



IEPA –



No Exceptions

4. Commencement Date:



the date of execution of the Contract by Owner.



Fourteen (14) days after execution of the Contract by Owner.



OR no later than May 1, 2021

5. **Completion Date:**

- 30 days after the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract
- July 1, 2021, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

Completion includes the approved and acceptable construction of all pay items: including concrete correction (punch) list items, all hot-mix asphalt items including surface courses and all landscape restoration work, including topsoil and sod placement.

Days and Hours of Work. Workdays for this Contract are Monday through Friday between the hours of 7AM to 6PM. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Saturdays, Sundays or the following specified days unless otherwise approved by the Project Manager.

- Monday May 31, 2021 Memorial Day Holiday
- Monday July 5, 2021 Independence Day Holiday
- Monday September 6, 2021 Labor Day Holiday
- Monday October 11, 2021 Columbus Day Holiday
- Thursday November 11, 2021 Veterans Day Holiday
- Thursday November 25, 2021 Thanksgiving Day Holiday
- Friday November 26, 2021 City Holiday
- Friday December 24, 2021 Christmas Holiday

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Engineer and/or Inspector(s) are required to be present, the City of Des Plaines shall pay the cost for such overtime engineering services and shall deduct such cost from payments due the Contractor. Overtime engineering services shall be charged at the Engineer's standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector's standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the City of Des Plaines in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for engineering services.

6. **Insurance Coverage:**

- A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability: \$1,000,000 injury-per occurrence; \$1,000,000 disease-per employee; \$1,000,000 disease-policy limit

Such insurance must evidence that coverage applies in the State of Illinois.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees must be included as insureds.

- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

- (1) General Aggregate: \$5,000,000. See Subsection F below regarding use of umbrella coverage.
- (2) Bodily Injury: \$2,000,000 per person; \$2,000,000 per occurrence
- (3) Property Damage: \$2,000,000 per occurrence and \$5,000,000 aggregate.

Coverage must include:

- Premises / Operations
- Products / Completed Operations (to be maintained for two years after Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions must be deleted.

Railroad exclusions must be deleted if Work Site is within 50 feet of any railroad track.

All employees must be included as insured.

- D. Builders Risk Insurance. This insurance must be written in completed value form, must protect Contractor and Owner against “all risks” of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and must be designed for the circumstances that may affect the Work.

This insurance must be written with limits not less than the insurable value of the Work at completion. The insurable value must include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance must include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance must include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company’s consent.

- E. Owner’s and Contractor’s Protective Liability Insurance. Contractor, at its sole cost and expense, must purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

- F. Umbrella Policy. The required coverage may be in the form of an umbrella policy above \$2,000,000 primary coverage. All umbrella policies must provide excess coverage over underlying insurance on a following-form basis so that, when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover that loss.

- G. Deductible. Each policy must have a deductible or self-insured retention of not more than \$ _____.

- H. Owner as Additional Insured. Owner must be named as an Additional Insured on the following policies:

Comprehensive General Liability

The Additional Insured endorsement must identify Owner as follows:

The City of Des Plaines and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

- I. Other Parties as Additional Insureds. In addition to Owner, the following parties must be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
Dixon Engineering_____	ALL_____

7. **Contract Price:**

SCHEDULE OF PRICES

- A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of (*write in numbers only*):

\$ _____

- All Work will be paid on a force account basis, using the terms of Section 109.04(b) of the IDOT Standard Specifications For Road And Bridge Construction 2012, without limitation to “extra work.” Contractor shall be paid in installments (see below). Contractor must submit Pay Requests including itemized statements of the cost of the Work, accompanied and supported by statements and invoices for all labor, materials, transportation charges and other items of the Work, using standard Illinois Department of Transportation schedules and report forms.

- B. UNIT PRICE CONTRACT

NOTE: If Owner has provided a separate form Schedule of Pricing attached to this Attachment A, then that Schedule of Prices will be used and this Subsection B should not be used. If Owner has not provided a separate form Schedule of Prices, then this Subsection B should be used.

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:					
	<u>Unit Price Item</u>	<u>Unit</u>	<u>Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1	Riser Manway	Lump Sum	1	\$ 10,000.00	\$ 10,000.00
2	Wet Interior Roof Hatch	Lump Sum	1	\$ 4,000.00	\$ 4,000.00
3	Riser Grate	Lump Sum	1	\$ 7,000.00	\$ 7,000.00
4	Overflow Pipe Modification	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
5	Fall Protection Device	Lump Sum	1	\$ 8,000.00	\$ 8,000.00
6	Wet Interior Ladder	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
7	Sidewall Ladder with Roof Platform	Lump Sum	1	\$ 18,000.00	\$ 18,000.00
8	Cathodic Covers	Lump Sum	1	\$ 7,000.00	\$ 7,000.00
9	Remove Knuckle Vents	Lump Sum	1	\$ 6,000.00	\$ 6,000.00
10	Roof Handrail and Painter's Railing	Lump Sum	1	\$ 20,000.00	\$ 20,000.00
11	Balcony Access Modification	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
TOTAL PRICE SECTION 05 00 00 INCLUDING #1 THROUGH #11:					\$ 105,000.00

B. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 09 00 00:					
	<u>Unit Price Item</u>	<u>Unit</u>	<u>Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1	Exterior Overcoat	Lump Sum	1	\$	\$ 348,800.00
2	Wet Interior Repaint	Lump Sum	1	\$	\$ 216,000.00
3	Seam Sealer	Lump Sum	1	\$	\$ 5,000.00
4	Lettering/Logo	Lump Sum	1	\$	\$ 16,000.00
TOTAL PRICE SECTION 09 00 00 INCLUDING #1 THROUGH #4:					\$ 585,800.00

TOTAL PRICE SECTION 05 00 00:	\$105,000.00
TOTAL PRICE SECTION 09 00 00:	\$585,800.00
TOTAL CONTRACT PRICE (write in numbers only):	\$690,800.00

A. Bidder agrees to perform all work in the following sections as described in the Contract Documents, including all labor and material for the following Schedule of Values – Section 05 00 00:					
---	--	--	--	--	--

00:	
C. ESTIMATED COST ALREADY INCLUDED IN EXTERIOR PAINTING TO PROTECT AND WORK AROUND ANTENNAS AND CABLES. OWNER RESERVES THE RIGHT TO DELETE THIS AMOUNT IF THE ANTENNAS AND CABLES ARE REMOVED.	\$ 0.00

C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to *[describe lump sum work]*, the total sum of (*write in numbers only*):

\$ _____

(2) For providing, performing, and completing all Work related to *[describe unit price work]*, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

TOTAL CONTRACT PRICE, being the sum of (1) plus the extension of (2) (*write in numbers only*):

\$ _____

D. Any items of Work not specifically listed or referred to in the Schedule of Prices, or not specifically included for payment under any Unit Price Item, shall be deemed incidental to the Contract Price, shall not be measured for payment, and shall not be paid for separately except as incidental to the Contract Price, including without limitation extraordinary equipment repair, the cost of transportation, packing, cartage, and containers, the cost of preparing schedules and submittals, the cost or rental of small tools or buildings, the cost of utilities and sanitary conveniences, and any portion of the time of Bidder, its superintendents, or its office and engineering staff.

8. Progress Payments:

A. General. Owner must pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner may not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work will be determined as follows:

- (1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor must, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule must equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule must be revised and resubmitted until acceptable to Owner. No payment may be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner will have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner’s determination of the value of the Work completed.

- (2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work will be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in

the Schedule of Prices. The actual number of acceptable units installed and complete in place will be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and may not be used in establishing the Progress or Final Payments due Contractor. The Contract Price will be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

- C. Application of Payments. All Progress and Final Payments made by Owner to Contractor will be applied to the payment or reimbursement of the costs with respect to which they were paid and will not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge:**

\$1250 per day

No Charge

10. **Standard Specifications:**

The Contract includes the following Illinois Department of Transportation standard specifications, each of which are incorporated into the Contract by reference:

"State of Illinois Standard Specifications for Road and Bridge Construction" (SSRB)

"Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS)

"Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD).

The Contract also includes Owner's City Code and Building Codes.

References to any of these manuals, codes, and specifications means the latest editions effective on the date of the bid opening.

See Attachments for any special project requirements.



**PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847.391.5464
desplaines.org

MEMORANDUM

Date: December 15, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Robert Greenfield, Superintendent of Utility Services *RG*

Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Award Bid – 2021 Fire Hydrant Purchase

Issue: The 2021 budget includes funding for water utility materials, including fire hydrants. Two bids were received and opened by the City Clerk’s office on December 9, 2020.

Analysis: The bid includes purchase and delivery of up to 20 hydrants per specifications for the year 2021. The bid summary for the 2021 Fire Hydrant Purchase per specification is as follows:

Company	Total Amount
Core and Main	\$65,240
Ziebell Water Service Products, Inc.	\$66,560

The City has previously purchased hydrants and other water distribution repair parts from Core and Main and has received satisfactory service and responsiveness.

Recommendation: We recommend award of the 2021 Fire Hydrant Purchase in the amount of \$3,262 per Hydrant to Core and Main, 220 S. Westgate Dr., Carol Stream, IL 60188, for a total not to exceed \$65,240. Funding source for this project will be Water System Supplies (500-00-550-7070.075).

Attachments:
Resolution R-8-21
Exhibit A – Contract

CITY OF DES PLAINES

RESOLUTION R - 8 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH CORE & MAIN, LP FOR THE PURCHASE OF MUELLER FIRE HYDRANTS.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City has appropriated funds for use by the Department of Public Works and Engineering during the 2021 fiscal year for the purchase of up to twenty Mueller fire hydrants and certain auxiliary valves and accessories (collectively, "*Fire Hydrants*"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code ("*City Code*") and the City's purchasing policy, City staff invited bids for the purchase of the Fire Hydrants; and

WHEREAS, the City received two bids, which were opened on December 9, 2020; and

WHEREAS, Core & Main, LP ("*Vendor*") submitted the lowest responsible bid for the purchase of the Fire Hydrants in the amount of \$3,262 per Fire Hydrant; and

WHEREAS, the City desires to enter into an agreement with Vendor for the purchase of the Fire Hydrants in the not-to-exceed amount of \$65,240 ("*Agreement*"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Vendor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Purchase of Fire Hydrants from Core & Main LP 2021

CITY OF DES PLAINES
PROPOSAL AND CONTRACT
FOR PURCHASE AND DELIVERY OF
FIRE HYDRANT(S), AUXILIARY VALVE(S) AND ACCESSORIES
PER SPECIFICATION

OWNER:

City of Des Plaines (the "City")
 1420 Miner Street
 Des Plaines, Illinois 60016

TO BE SUBMITTED TO: City of Des Plaines, 1420 Miner Street, Des Plaines, Illinois 60016, Attention: City Clerk (the "Submission Place"), before 10:30 AM., Wednesday, December 9th, 2020 (the "Submission Time")

The City seeks your proposal and contract agreement for pricing and delivery of the Products described as follows:

Product No.	Description of Product to be Delivered to the City	Quantity of Product to be Delivered to the City
1	Mueller Super Centurion 250 Fire Hydrant - A423 - 6 ft. Bury with 6" Flange and with 6" Mueller Resilient Wedge auxiliary Gate Valve (A-2362) MJxFL attached to hydrant	Up to 20
2	6" ductile iron Mega Lug kit with 304 stainless steel nuts and bolts	Up to 20
3	Tyler Union Cast Iron 2-piece Valve Box with lid #6850 26T+36B	Up to 20

The Product(s) must be delivered to the following address:

City of Des Plaines Public Works Department
1111 Joseph Schwab Rd
Des Plaines, IL 60016
Attn: Robert Greenfield

Proposal

By filling out this Contract form, the Vendor proposes to enter into this Contract for delivery of the Products for the, stated prices and other relevant terms in the Pricing section of this Contract. Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected.

Clarifications

The City reserves the right to make clarifications, corrections, or changes in this Contract before it is accepted by the City and the Vendor.

Delivery of Contract Proposal

The Vendor must deliver this Contract proposal to the Submission Place before the Submission Time set

forth above. The Contract proposal must be in a sealed envelope plainly marked "FIRE HYDRANT, AUXILIARY VALVE AND ACCESSORIES PER SPECIFICATIONS" and the Vendor's full legal name. The Contract proposal may be delivered by mail or in person. Contract proposals submitted after the Submission Time will be returned unopened.

Opening of Contract Proposals

If the Products are being priced competitively among several vendors, then the Vendor's Contract proposal will be publicly opened and read at the time and place specified above. The Vendor is invited to be present.

Withdrawal of Contract

The Vendor may not withdraw its Contract for 90 days after it is delivered to the City.

Rejection of Contract

If the Vendor's Contract is not prepared or submitted properly, then the City may reject the Contract. If the City does not reject the Contract, then the City may require correction of any deficiency and accept the Contract after it is corrected.

Acceptance of Contract

The City may accept the Vendor's Contract if the City determines that it is the best and most favorable to the interests of the City and to the public. The City otherwise may reject the Contract or accept it in part if appropriate, and may waive irregularities and informalities in the Contract.

If the City accepts the Contract, then the Contract, together with the City's notification of acceptance in the attached form becomes the Contract.

DATED this 18th day of November, 2020.

CITY OF DES PLAINES

By: Robert Greenfield

Its: Superintendent of Utility Services

CITY OF DES PLAINES

CONTRACT FOR PURCHASE AND DELIVERY OF
FIRE HYDRANT, AUXILIARY VALVE AND ACCESSORIES
PER SPECIFICATION

Full Name of Vendor CORE AND MAIN LP
Principal Office Address 220 S. WESTGATE DR
Local Office Address CARDSTREAM IL
Contact Person MARK HANNON Telephone Number 630-665-1800

TO: City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60016
Attention: City Clerk

Vendor warrants and represents that Vendor has reviewed and understood all documents included, referred to, or mentioned in this set of documents.

1. Contract to Deliver Products

A. Contract and Products. The Vendor shall deliver to the City, at the Delivery Address, the products, items, materials, merchandise, supplies, or other items identified in this Contract in new, undamaged, and first-quality condition. Vendor further shall:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary to deliver Fire Hydrant, auxiliary valve and accessories per specifications to the City in a proper and workmanlike manner;

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary for the Products;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates and policies of insurance, if any, specified in this Contract;

4. Taxes. Pay all applicable federal, state, and local taxes; and

5. Miscellaneous. Do all other things required of Bidder by this Contract. **The date stamped on the new fire hydrant and valve shall be the current year.**

B. Performance Standards. The Vendor agrees that the Products will comply strictly with the Specifications attached hereto and by this reference made a part of this Contract. If this Contract specifies a Product by brand name or model, that specification is intended to reflect

the required performance standards and standard of excellence that the City requires for the Product. However, the Vendor may propose to deliver a Product that is a different brand or model, if the Vendor provides written documentation establishing that the brand or model it proposes to deliver possess equal quality, durability, functionality, capability, and features as the Product specified.

C. Responsibility for Damage or Loss. The Vendor shall be responsible and liable for, and shall promptly and without charge to the City, repair or replace, any damage done to, and any loss or injury suffered by, the City as a result of the Vendor's failure to perform hereunder.

D. Inspection/Testing/Rejection. The City shall have the right to inspect all or any part of the Products. If, in the City's judgment, all or any part of the Products is defective or damaged or fails to conform strictly to the requirements of this Contract, then the City, without limiting its other rights or remedies, may, at its discretion: (i) reject such Products; (ii) require Bidder to correct or replace such Products at Bidder's cost; (iii) obtain new Products to replace the Products that are defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby; and/or (iv) cancel all or any part of any order or this Contract. Products so rejected may be returned or held at Bidder's expense and risk.

2. Pricing

The Vendor shall deliver the Products to the City in accordance with the following specifications at the following prices:

Product Item No.	Description of Product	Quantity of Product	Price of Product(s)
1	Mueller Super Centurion 250 Fire Hydrant - A423 - 6 ft. Bury with 6" Flange and with 6" Mueller Resilient Wedge auxiliary (cont.)	1	3035 ⁰⁰

	Gate Valve (A-2362) MJxFL attached to hydrant		MC
2	6" ductile iron Mega Lug kit with 304 stainless steel nuts and bolts	1	52
3	Tyler Union Cast Iron 2-piece Valve Box with lid #6850 26T+36B	1	175

If the City has specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, the total Contract Price of:

3262 Dollars and NO Cents (in figures only)

If the City has not specified the Quantity of Products to be delivered to the City on Page 1 of this Contract, then the Vendor shall take, in full payment for all Products and other matters set forth under Section 1 of this Contract, including overhead and profit, taxes, royalties, license fees, delivery, contributions and premiums, and compensation to all subcontractors and suppliers, a total Contract Price that will be equal to the sum of the Unit Prices (as determined by the above Schedule of Prices) applicable to all Products accepted by the City.

B. Basis for Determining Prices. It is expressly understood and agreed that:

1. All prices stated in the Pricing section are firm and shall not be subject to escalation or change;
2. The City is not subject to state or local sales, use, and excise taxes, and no such taxes are included in the Pricing section, and that all claims or rights to claim any additional compensation by reason of the payment of any such tax are hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Products are included in the Pricing; and
4. If a Quantity of Products to be delivered to the City is specified on Page 1 of this Contract, then that amount is an estimate only. The City reserves the right to increase or decrease such quantity, and the total Contract Price to be paid will be based on the final quantity determined by the City for each Product and the actual number of Products that comply with this Contract that are accepted by the City. The Vendor hereby waives and releases all claims or rights to dispute or complain of any such estimated quantity or to assert that there was

any misunderstanding in regard to the number of Products to be delivered.

C. Time of Payment

It is expressly understood and agreed that all payments shall be made in accordance with the following schedule:

Bidder will invoice Owner for all Work completed, and Owner will pay Bidder all undisputed amounts no later than 60 days after receipt by Owner of each invoice.

All payments may be subject to deduction or set off by reason of any failure of the Vendor to perform under this Contract.

3. Contract Time

The Vendor shall deliver the Products to the City at the Delivery Address during the 2021 calendar year as needed ("**Delivery Date**"). Without waiving any other remedies available to the City under this Contract or at law or in equity, if the Vendor delivers the Products to the City more than 10 days after the Delivery Date, then the total Contract Price shall be reduced by one percent for every seven-day period that elapses between the day after the Delivery Date and ending on the actual date that the Vendor delivers the Products to the City.

4. Financial Assurance

A. Indemnification. The Vendor shall indemnify, save harmless, and defend the City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract, including, without limitation, any failure to meet the representations and warranties set forth in Section 6 of this Contract.

B. Penalties. The Vendor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Vendor's performance, or failure to perform, under this Contract.

5. Firm Contract

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided the City accepts this Contract within 90 days after the date this sealed Contract is opened.

6. Bidder's Representations and Warranties

In order to induce the City to accept this Contract, the Vendor represents and warrants as follows:

A. The Products. All Products, and all of their components, shall be of merchantable quality and, for a period of not less than one year after delivery to the City: (1) shall be free from any latent or patent defects or flaws in workmanship, materials, and design; (2) shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and (3) shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranties expressed herein shall be in addition to any other warranties applicable to the Products (including any manufacturer's warranty) expressed or implied by law, which are hereby reserved unto the City.

B. Compliance with Laws. All Products, and all of their components, shall comply with, and the Vendor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Every provision required by law to be inserted into this Contract shall be deemed to be inserted herein.

C. Not Barred. The Vendor is not barred by law from contracting with the City or with any other unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (3) any other reason.

D. Qualified. The Vendor has minimum 10 years' experience, ability, inventory, capital, facilities, equipment, plant, organization, and staff to enable the Vendor to deliver the Products at the Contract Price and within the Contract Time set forth above.

7. Acknowledgements

In submitting this Contract, the Vendor acknowledges and agrees that:

A. Reliance. The City is relying on all warranties, representations, and statements made by the Vendor in this Contract.

B. Binding Effect. The Vendor is bound by each and every term, condition, or provision contained in this Contract and in the City's written notification of acceptance in the form included in this bound set of documents.

C. Remedies. Each of the rights and remedies reserved to the City in this Contract are cumulative and

additional to any other or further remedies provided in law or equity or in this Contract.

E. Time. Time is of the essence in the performance of all terms and provisions of this Contract. Except where specifically stated otherwise, references in this Contract to days shall be construed to refer to calendar days and time.

F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the City, whether before or after the City's acceptance of this Contract; nor any information or data supplied by the City, whether before or after the City's acceptance of this Contract; nor any order by the City for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the any Product by the City; nor any extension of time granted by the City; nor any delay by the City in exercising any right under this Contract; nor any other act or omission of the City shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Product, nor operate to waive or otherwise diminish the effect of any representation or warranty made by the Vendor; or of any requirement or provision of this Contract; or of any remedy, power, or right of the City.

G. Severability. It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

H. Amendments and Modifications. No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by the Vendor except upon the prior written consent of the City.

J. Governing Law. This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

DATED this 18th day of November, 2020.

By submitting this Contract proposal in response to this Invitation to Bid, Bidder hereby represents, warrants, and certifies that:

- Bidder has carefully examined and read the ITB and all related documents in their entirety.
- The person signing the Contract proposal on behalf of Bidder is fully authorized to execute the Contract and bind Bidder to all of the terms and provisions of the Contract.
- Bidders has provided a list of client references
- Bidder has fully completed the entire Contract form, including the Schedule of Prices in Attachment A.
- Bidder has submitted a certified check or bid bond, as required by the Instructions to Bidders (see *Preparation of Contract Proposals* section on Instructions to Bidder page)
- Bidder has checked the City's website for any addenda issued in connection with this ITB, hereby acknowledges receipt of Addenda Nos. _____ [BIDDERS MUST INSERT ALL ADDENDA NUMBERS], has attached these addenda to Bidder's contract proposal, and acknowledges and agrees that, if Bidder's contract proposal is accepted, these addenda will be incorporated into the Contract and will be binding upon Bidder.
- Bidder has submitted its Contract proposal in a sealed envelope that bears the full legal name of Bidder and the name of the Contract.

Vendor's Status: () _____ Corporation (X) FLORIDA Partnership () Individual Proprietor
 (State) (State)

Vendor's Name: CORE AND MAIN LP

Doing Business As (if different): _____

Signature of Vendor or Authorized Agent: Mark Hannon

(corporate seal) Printed Name: MARK HANNON
 (if corporation)

Title/Position: SALES MANAGER

Vendor's Business Address: 220 S. WESTGATE DRIVE
CANAL STREAM IL 60188

Vendor's Business Telephone: 630-665-1800 Facsimile: 630-665-1887

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>Steve LeClair</u>	<u>CEO</u>	<u>ST LOUIS, MO</u>
<u>JACK SCHALLER</u>	<u>PRESIDENT</u>	<u>ST LOUIS MO</u>
<u>Mark Witkowski</u>	<u>CEO</u>	<u>ST LOUIS MO</u>

ACCEPTANCE

The Contract attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the City of Des Plaines (the "City") this ____ day of _____ 20____.

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

CITY OF DES PLAINES

By: _____

Printed Name: Michael G. Bartholomew

Title: City Manager

APPROVED AS TO FORM ONLY

Des Plaines General Counsel

Dated



PUBLIC WORKS AND
ENGINEERING DEPARTMENT
1111 Joseph J. Schwab Road
Des Plaines, IL 60016
P: 847-391-5464
desplaines.org

MEMORANDUM

Date: December 16, 2020
 To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
 From: Rob Greenfield, Superintendent of Utility Services
 Timothy Watkins, Assistant Director of Public Works and Engineering *TW*
 Cc: Timothy P. Oakley, P.E., CFM, Director of Public Works and Engineering
 Subject: 2021 Annual Water Meter Purchase

Issue: Annually, the Water Division purchases water meters with automated reading technology for the meter replacement program. The approved 2021 budget amount for the purchase and installation of water meters is \$728,400.

Analysis: The City maintains a program that standardizes all City water meters using Sensus smart metering devices. Utilizing Sensus meters exclusively helps reduce the number and type of replacement parts we need to keep in stock. The meter reading system is in place and Public Works has actively been replacing water meters throughout the City. In 2012, Council authorized us to enter into an agreement with the local Sensus distributor, HD Supply Waterworks, Ltd., for the purchase and implementation of a fixed base meter reading system and associated water meters. To date, 14,500 of the City’s approximately 16,500 water meters have been replaced with the new fixed-base reading technology.

On August 1, 2017, HD Supply Waterworks, Ltd. divested from its parent company and changed its name to Core & Main, LP. Since that time, they have provided a proposal for the water meter installations using their Sensus authorized installation contractor, United Meter, Inc. United Meter has performed water meter installations for many municipalities including Wheeling, Morton Grove and Des Plaines. This service would be used on as-needed basis, depending on the complexity and size of the meter being replaced.

Recommendation: We recommend the purchase of the Sensus water meters and installation services on an as-needed basis from their authorized distributor, Core & Main, LP, 220 South Westgate Drive, Carol Stream, Illinois 60188 in the amount of \$728,400. Source of funding will be the Water System Fund, Miscellaneous Contractual Services (500-00-550-6195) in the amount of \$150,000, R&M Software (500-00-550-6300) in the amount of \$28,400 and Water Meters (500-00-550-7070.070) in the amount of \$550,000.

Attachments:
 Resolution R-9-21
 Exhibit A – Master Agreement

CITY OF DES PLAINES

RESOLUTION R - 9 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH CORE & MAIN, LP FOR THE PURCHASE AND INSTALLATION OF SENSUS WATER METERS.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, since 2012, the City has been in the process of standardizing all City water meters using Sensus metering devices ("**Water Meters**"), certain automated meter reading equipment, and repair parts (collectively, the "**Water Meter Equipment**") in an effort to reduce the replacement part inventory that the City must retain in stock (collectively, "**Project**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City Code of Des Plaines and the City purchasing policy, the City has determined that the purchase of the Water Meters and Water Meter Equipment does not require competitive bidding because the Water Meters and Water Meter Equipment are only available from Core & Main, LP ("**Vendor**"), a sole source provider; and

WHEREAS, the City has obtained the Water Meters, Water Meter Equipment, and installation services from Vendor since the beginning of the Project and has been satisfied with Vendor's products and services; and

WHEREAS, the City desires to enter into an agreement ("**Agreement**") with Vendor to: (i) purchase additional Water Meters and Water Meter Equipment from Vendor in the not-to-exceed amount of \$578,400; and (ii) procure Water Meter Equipment installation services from Vendor in the not-to-exceed amount of \$150,000, for a total Agreement amount of \$728,400; and

WHEREAS, the City has appropriated sufficient funds in the Water System, R&M Software, and Water Meter Funds for use by the Department of Public Works and Engineering for the purchase and installation of the Water Meters and the Water Meter Equipment; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with the Vendor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: WAIVER OF COMPETITIVE BIDDING. The requirement that competitive bids be solicited for the purchase and installation of the Water Meters and Water Meter Equipment is hereby waived.

SECTION 3: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in final form approved by the General Counsel.

SECTION 4: AUTHORIZATION OF TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the City Manager and City Clerk to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Vendor; provided, however, that if the City Clerk does not receive such executed copies of the Agreement from Vendor within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES
Revision and Renewal of
Master Project Agreement

Dated _____, 20____

Core & Main LP
220 South Westgate
Carol Stream, IL 60188

Agreement Number _____

Table of Contents

1.	PURPOSE AND SCOPE.....	1
2.	DEFINITIONS AND TERMINOLOGY.....	1
3.	TERM.....	3
4.	CORE & MAIN'S RESPONSIBILITY.....	3
5.	CLIENT'S RESPONSIBILITY.....	3
6.	DEFAULT OF CLIENT.....	3
7.	DEFAULT OF CORE & MAIN.....	3
8.	INSOLVENCY.....	4
9.	TAXES, PERMITS, AND FEES.....	4
10.	WARRANTY, REPRESENTATION AND CERTIFICATION.....	4
11.	INDEMNITY.....	4
12.	SAFETY.....	4
13.	LIABILITY AND FORCE MAJEURE.....	5
14.	INSURANCE.....	5
15.	HAZARDOUS MATERIALS.....	5
16.	CLEANUP.....	5
17.	DELAYS AND ACCESS.....	5
18.	QUALITY OF MATERIALS.....	6
19.	RESERVED.....	6
20.	LEGAL GOVERNANCE.....	6
21.	DISPUTE RESOLUTION.....	6
22.	ASSIGNABILITY.....	6
23.	NOTICES.....	6
24.	BINDING EFFECT.....	7
25.	MODIFICATIONS.....	7
26.	SEVERABILITY.....	7
27.	PURCHASE ORDER.....	7
28.	RELATIONSHIP OF PARTIES.....	7
29.	CONFLICT OF INTEREST.....	7
30.	NO COLLUSION.....	8

31.	THIRD PARTY BENEFICIARY.....	8
32.	TIME.....	8
33.	WAIVER.....	8
33.	PRIVACY.....	8

APPENDICES

Appendix A – Procurement, Installation, and Management Contract
 Exhibit A-1 – Material Procurement Summary For Installation Contract
 Exhibit A-2 – Scope of Work
 Exhibit A-3 – Acceptance Certificate

Appendix B – Sensus Advanced Metering Infrastructure (AMI) Agreement
 Appendix C – Reserved
 Appendix D – Warranty
 Exhibit D-1 – Manufacturers’ Warranties

Revision and Renewal of Master Project Agreement

This Revision and Renewal of Master Project Agreement (as hereinafter defined, this “Agreement”) dated as of _____ between Core & Main LP (as hereinafter defined, “Core & Main”), a limited partnership, and City of Des Plaines (as hereinafter defined, “Client”).

1. Purpose and Scope. The Agreement is a Master Project Agreement to provide certain Work to Client. Core & Main agrees to undertake the necessary Work as specified in this Agreement, and Client agrees to take all actions that are identified in this Agreement and to pay Core & Main in the manner contemplated by this Agreement. This Agreement consists of the text set forth herein and the text set forth in each Appendix to this Agreement that is executed and delivered by the Parties. The Appendices checked below are the only Appendices that have been executed and delivered by the Parties as part of this Agreement (provided, however, that Exhibits that are part of a stated Appendix also shall be part of this Agreement):

Appendix A--Procurement, Installation and Management Contract

Appendix B--Sensus Advanced Metering Infrastructure (AMI) Agreement

Appendix C--Reserved

Appendix D--Warranty

2. Definitions and Terminology. When used in this Agreement or in any of its attachments, the following capitalized terms shall have the respective meanings as follows:

“Agreement” shall mean this Master Project Agreement, to include all Appendices and Exhibits that are checked in Section 1 above.

“AWWA” shall mean the American Water Works Association.

“AMR” shall mean Automatic Meter Reading.

“Client” shall mean City of Des Plaines together with its successors.

“Core & Main” shall mean Core & Main LP, a limited partnership, together with its successors.

“Factory Installation Recommendation” shall mean guidelines for installation procedures given by the manufacturer of the equipment.

“Financing Contract” shall mean any separate financing agreement that may be executed and delivered by the Parties as contemplated by Appendix C to this Agreement, but only to the

extent that Section 1 of this Agreement shall indicate that Appendix C applies to this Agreement. No Financing Contract delivered pursuant to this Agreement shall constitute a part of this Agreement, and this Agreement does not constitute a part of any Financing Contract executed and delivered by the Parties.

“Force Majeure” shall mean conditions beyond the reasonable control, or not the result of willful misconduct or negligence of the Party, including, without limitation acts of God, storms, extraordinary weather, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of Project Materials and Supplies, and unavailability of fuel.

“Hazardous Materials” are any materials, substances, chemicals, and wastes recognized as hazardous or toxic (or other interchangeable terms of equal meaning) under applicable laws, regulations, rules, ordinances, and any governmental or authoritative body having jurisdiction over the execution of this Agreement and its attachments.

“Installation Contract” shall mean the Procurement, Installation, and Management Contract attached to this Agreement as Appendix A, but only to the extent that the Parties have executed and delivered such Appendix A.

“Manufacturer Defect” shall mean any fault or defect in materials or workmanship that manifests itself during the Warranty Period and is covered by the manufacturer’s warranty.

“Manufacturer’s Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Party” shall mean either Core & Main LP or Client.

“Project” shall mean the work to be performed by Core & Main or its subcontractors as described in this Agreement.

“Project Materials and Supplies” shall mean the materials and equipment specified in Appendix A.

“RF” shall be interchangeable with the term Radio Frequency.

“State” shall mean the State of Illinois in which Client is located.

“Third Party” shall mean a person or entity other than Client or Core & Main.

“Utility Service Area” shall mean the geographic area where the Project will be installed and the Work (and, if applicable, the Services) will be performed. This geographic area shall be specifically defined as any service actively identified for change during the system audit and any other geographic areas including Client’s system that Core & Main LP, in its discretion, shall approve in writing for inclusion in the Utility Service Area.

“Warranty Period” shall have the meaning set forth in Appendix D to this Agreement.

“Work” shall mean all work required for the completion of Core & Main’s obligations under this Agreement, including, to the extent that the Parties execute and deliver the Installation Contract attached hereto as Appendix A, the Work contemplated by the Installation Contract.

3. Term. The Term of this Agreement shall begin on the commencement date as listed in the opening paragraph and, unless earlier terminated in the manner contemplated by this Agreement, shall expire December 31, 2021. Notwithstanding the foregoing, the Client may terminate this Agreement and the Services and Work described herein by giving Core & Main 90 days prior written notice of its termination of this Agreement. In the event of termination by Client as aforesaid, Core & Main will make commercially reasonable efforts to cancel existing orders and mitigate losses resulting from termination; provide notice of termination to its material suppliers and subcontractors; and refrain from placing any additional orders for materials or services. In the event of termination, Client shall be responsible for special order materials, materials not returnable to the manufacturer for credit, and applicable restocking fees.

4. Core & Main’s Responsibility. Core & Main shall provide Services, supply Project Materials and Supplies, and do all other Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision and be liable for any and all negligent or intentional acts, errors, or omissions of all its subcontractors. Any Work beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.

5. Client’s Responsibility. Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed, Project Materials and Supplies furnished, or Services rendered. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors, and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.

6. Default of Client. The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made and is intentionally made; (c) any material failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. If an event of Default by Client occurs, Core & Main will exercise any and all remedies available to it under this Agreement.

7. Default of Core & Main. The following events shall be considered events of default on the part of Core & Main: (a) failure of Core & Main to provide adequate personnel, equipment, and supplies in accordance with the provisions and specifications of this Agreement, (b) any failure to promptly re-perform, within a reasonable time, Work or Services that properly were rejected as defective or nonconforming, (c) the failure of Core & Main to deliver its Work and Services free and clear of any lien or encumbrance by any subcontractor, laborer, materialman,

or other creditor of Core & Main, (d) any representation or warranty (other than a warranty as contemplated by Section 10 of this Agreement) provided by Core & Main proves to be materially false or misleading when made, (e) any material failure of Core & Main to comply with or perform according to the terms of this Agreement or to correct such failure to perform within any cure period specified in this Agreement. In the event of default by Core & Main, Client may exercise any and all remedies available to it under this Agreement.

8. Insolvency. In the event that either Party becomes insolvent or makes an assignment for the benefit of creditors or is adjudicated bankrupt or admits in writing that it is unable to pay its debts, or should any proceedings be instituted under any state or Federal Law for relief of debtors or for the appointment of a receiver, trustee, or liquidator of either Party, or should voluntary petition in bankruptcy or a reorganization or any adjudication of either Party as an insolvent or a bankrupt be filed, or should an attachment be levied upon either Party's equipment and not removed within five (5) days therefrom, then upon the occurrence of any such event, the other Party shall thereupon have the right to cancel this Agreement and to terminate immediately all work hereunder without further obligation.

9. Taxes, Permits, and Fees. Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. Client shall pay sales, use, consumer, and like taxes, if so required by law. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.

10. Warranty, Representation and Certification. Core & Main represents and certifies that the Work shall be performed in accordance with the standards of care and diligence practiced by recognized firms in Core & Main's industry in performing Work of a similar nature in existence at the time of performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, which are hereby reserved unto the Client. In addition, the warranty provided by Core & Main and the manufacturer on Project Materials and Supplies, Work, and Services shall be as set forth in Appendix D.

11. Indemnity. Subject to Sections 13 and 14 of this Agreement, Core & Main shall indemnify Client and Client's officials, officers, and employees against: (a) all actual and direct damages, liability, claims, losses, and expenses (including reasonable attorneys' fees) to the extent arising out of or in connection with Core & Main's, and/or subcontractors or material men hired by Core & Main, negligent performance of, or negligent failure to perform, the Work or any part thereof, or any negligent failure to meet the representations and certifications expressed in this Agreement; (b) all claims for payment of subcontractors or material men hired by Core & Main for Work relating to the Project. Core & Main and Client agree that Core & Main is responsible only for damages that result from the negligent or intentional acts, errors, or omissions of Core & Main or its subcontractors. Core & Main's indemnity obligation does not extend to warranty claims.

12. Safety. Core & Main shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations,

ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to do its Work are safe sites.

13. Liability and Force Majeure. Neither Core & Main nor Client shall be responsible to each other for any indirect or consequential damages resulting in any form from the Project. Neither Core & Main nor Client shall be responsible to each other for injury, loss, damage, or delay that arise from Force Majeure. Core & Main shall not be responsible for any equipment or supplies other than Project Equipment and Supplies.

14. Insurance. During the Term of this Agreement Core & Main shall maintain and shall assure that its subcontractors maintain insurance as follows:

- (a) Workers' compensation insurance (or self-insurance) in accordance with applicable law;
- (b) Comprehensive general liability insurance of at least 1 million dollars in coverage;
- (c) Motor vehicle liability insurance of at least \$500,000 in coverage.

Such coverage may be provided under primary and excess policies. At the request of Client, Core & Main shall provide or cause its subcontractor to provide to Client a certificate of insurance with respect to such policies.

15. Hazardous Materials. The Project and the Work expressly excludes any Work or Services of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of Hazardous Materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the Hazardous Materials.

16. Cleanup. Core & Main will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, Core & Main will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project. When disposing of waste materials and trash, Core & Main shall be responsible for all costs and compliance with laws, regulations and ordinances.

17. Delays and Access. If conditions arise that delay the commencement, completion, or servicing of the Project as a consequence of Force Majeure or failure of Client to perform its obligation that prevents Core & Main or its agents from performing work, then Core & Main will notify Client in writing of the existence of delay and the nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, disbursement terms, and payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be

deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.

18. Quality of Materials. Core & Main will use the Project Materials and Supplies specified in Appendix A. Where brand names and part numbers are specified Core & Main will use the items listed in Appendix A unless specified items are unavailable or discontinued. In this instance Core & Main will work with Client to choose a substitute that is of the same or better quality. Where brand names are not specified, Core & Main will choose Project Materials and Supplies that are within industry norms and standards. Should Client require Project Materials and Supplies with specific requirements, Client should make these specifications known in a timely manner. Core & Main can use Client-furnished or Client-specific materials; however, Client will need to provide them or pay the difference in price and labor should any exist. Examples of Client specific requirements include but are not limited to country or state of origin, union manufactured, specific brand, or manufacturing process.

19. Reserved.

20. Legal Governance. The laws of the State of Illinois shall govern this Agreement and the relationship of the Parties contemplated hereby.

21. Dispute Resolution.

(a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject oath dispute and the relief requested. The recipient of such notice will respond in writing within five business days from receipt with a statement of its position on, and recommended solution to, the dispute.

(b) The Parties further agree that in the event any dispute between them relating to this Agreement is not resolved under Section 21(a) exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived.

(c) All Issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Illinois or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State of Illinois.

22. Assignability. Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

23. Notices. All notices and communications related to this Agreement shall be made in following address:

If to Client:

City of Des Plaines
1420 Miner Street

Des Plaines, IL 60016
Attn: City Manager

If to Core & Main:

Core & Main LP
220 South Westgate Dr.
Carol Stream, IL 60188
Attn: Tom Whalls

24. Binding Effect. Each of Client and Core & Main represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement of such Party enforceable against such Party in accordance with its terms.

25. Modifications. This Agreement shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed and agreed to by both Core & Main and Client.

26. Severability. Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

27. Purchase Order. This Section 27 [] shall be applicable, or [] shall not be applicable (mark as appropriate). If this section is applicable the Contract Number _____ will serve as the initial Purchase Order Number and each additional order as necessary to supply the described materials listed in Exhibit A-1 will follow by adding a 1 sequentially (the next PO shall be _____).

If this clause is not applicable, the Client will provide a purchase order for each purchase, said purchase order is attached as required. Project delays resulting from the failure to release a purchase order will be deemed to be not the fault of the Contractor.

28. Relationship of Parties. Core & Main shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Client and Core & Main; or (2) to create any relationship between the Client and any subcontractor of Core & Main.

29. Conflict of Interest. Core & Main represents and certifies that, to the best of its knowledge: (1) no elected or appointed Client official, employee or agent has a personal financial interest in the business of the Core & Main or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Core & Main nor any person employed or associated with Core & Main has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Core & Main nor any person employed by or associated with Core & Main shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

30. No Collusion. Core & Main represents and certifies that Core & Main is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless Core & Main is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Core & Main represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Client prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Core & Main has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Core & Main shall be liable to the Client for all loss or damage that the Client may suffer, and this Agreement shall, at the Client's option, be null and void.

31. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Client.

32. Time. Time is of the essence in the performance of all terms and provisions of this Agreement.

33. Waiver. Neither the Client nor Core & Main shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Client or Core & Main to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Client's or Core & Main's right to enforce such rights or any other rights.

34. Privacy. The Privacy Policy of Core & Main may be accessed at the following URL: http://hdswaterworks.com/~media/WW/wateworks_hdsupply_com/Privacy/CoreMain-PrivacyPrivacyNotice.ashx.

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

CORE & MAIN LP

By: _____

Printed name: _____

Printed title: _____

CITY OF DES PLAINES

By: _____

Printed name: Mike Bartholomew _____

Printed title: City Manager _____

Appendix A

Procurement, Installation, and Management Contract

Provider: Core & Main LP (“Core & Main”)

Client: City of Des Plaines

This Procurement, Installation, and Management Contract (the “Installation Contract”) is an Appendix to the Master Project Agreement of even date herewith (the “Master Agreement”) concerning the Project referenced in the Master Agreement.

1. Summary of Work. The Summary of Work for the Project contemplated by the Master Agreement consists of providing Project Materials and Supplies as listed in Exhibit A-1 and installation of a portion of the Project Materials as requested by Client.

Summary of Work:	
Supply and Install	Meters/Smartpoints as requested by the City of Des Plaines

2. Project Implementation Period. The Project is scheduled to commence on the date this Agreement is signed and shall conclude on December 31, 2020.

3. Compensation. Client agrees to pay Core & Main for the prescribed Project Materials and Supplies and Work as described in Exhibit A-1 and additionally for each supplemental item as proscribed. In addition, Client agrees to pay Core & Main for the Work and Services contemplated by this Installation Contract as set forth in the Master Agreement. Payment terms shall be as follows:

(a) Payment for Project Materials and Supplies. Client will make payment to Core & Main for Project Materials and Supplies within two weeks of the receipt of an invoice for such Project Materials and Supplies (which will be invoiced no more frequently than bi-weekly. No payment shall be made for Project Materials and Supplies, however, until Client shall have issued a related Acceptance Certificate, which Client shall issue promptly following its receipt of Project Materials and Supplies.

(b) Draw Schedule. This Section 3(b) [] shall be applicable, or [X] shall not be applicable (mark as appropriate) to this Installation Contract. If this Section 3(b) is applicable, Core & Main shall be entitled to percentage payment for its Work and Services in accordance with the following draw schedule:

Draw Schedule:	
Project Start Date	XX/XX/XXXX
% Complete	XX/XX/XXXX
%	XX/XX/XXXX

%	XX/XX/XXXX
%	XX/XX/XXXX

No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

(c) No Draw Schedule. If the Parties have not agreed to a draw schedule in Section 3(b) above, Client shall pay Core & Main for all Work and for Services as such Work and Services are performed, with Core & Main to bill Client on a bi-weekly basis for all of the foregoing. Client will make payment for all Work and Services performed under this Installation Contract within ten (10) days after receipt of Core & Main’s invoice for such Work and Services (which will be invoiced bi-weekly or monthly). No payment shall be made, however, until Client shall have issued an Acceptance Certificate with respect to such Work and Services, which Client shall issue promptly based on achievement of the draw schedule milestones set forth above. Core & Main shall be paid for Project Materials and Supplies as set forth in Section 3(a) above.

4. Installation Responsibilities of Core & Main.

(a) Project Installation. Core & Main agrees to do the Work, provide the Services, and furnish the Project Materials and Supplies in accordance with Client’s specifications that are attached to this Installation Contract during the estimated construction period listed above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto as are described below:

SEE APPENDIX A-2

Core & Main will warrant the Project Materials and Supplies, the Work, and any other Services as provided in Section 10 of the Master Agreement. **Client may elect to execute a Service Contract with Core & Main for additional maintenance provisions.**

(b) Water Shutoffs. Core & Main, its agents and subcontractors, will be responsible for shutting off the water to each meter serviced as well as notifying each customer of the water shutoff. Some assistance may be required by Client with the notification of its customers. The Installation team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, Core & Main will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of Core & Main, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Client as detailed in any Service Contract that exists between Client and its Customers.

In the event that the service location lacks a curb stop (or it is defective) or there is a leak, Core & Main or its representative will contact the utility. In this event the Utility will either A) repair the defect themselves and notify Core & Main that the repair has been made or, B) exclude the respective meter change out from project.

(c) Meter Boxes, Vaults, and Roadways. Core & Main, its agents and subcontractors are responsible for repairing any damages to meter boxes, vaults, and roadways that result from the installation of the Project; provided, however, that Core & Main shall not be liable for pre-existing conditions or leaks. Core & Main will install new meter boxes as authorized by the Cities representative, which will be plastic boxes with lids. The Client will retain all existing water meters and materials pulled from the ground during the installation.

(d) Disposal. The Client will be responsible for the disposal of all waste, debris and materials from the installation of the Project.

(e) Liability. Core & Main is responsible for any damages that occur within 3” on either side of the water meter resulting from the Project installation. Any damages incurred within this 6” area will be promptly repaired at the expense of Core & Main. Core & Main is not liable for damages outside the 3” zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. Core & Main is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (*i.e.* .leaks) Core & Main may document them and at Client’s written request repair them for a negotiated price.

(f) Data Management. Core & Main or its agents shall be required to acquire certain data as it completes the aforementioned installation work. This data shall include the previous meter reading, the current meter reading, the new meter serial number, the new register serial number and the MIU serial number. This information will be acquired and delivered to the Utility.

(g) Non-Covered Work. Contracted meter change outs contemplate a standard meter change out. In the event that locations exist where conditions exist which require nonstandard work (*i.e.* move a service location, move fences for or other customer structures & items for access, install meters in heavy traffic locations, alleys, parking lots etc.), Core & Main and the Client will discuss pricing and work may proceed from this point or the Client may elect to excuse this work from the project. In any event where safety concerns would cause undue risk to the work Crews.

5. Responsibilities of Client during Installation.

(a) Owner-Furnished Data. Client shall provide Core & Main all technical data in Client’s possession, including previous reports, maps, surveys, and all other information in Client’s possession that Core & Main informs Client’s representative is necessary as it relates to Project. Client shall be responsible for identifying the location of meters. Should Core & Main require assistance in finding the meter location, Client shall locate the meter in a timely manner.

In addition, the Client shall provide a clearly defined list of any meter sites that will be retrofitted with AMR technology, as well as assist in locating and marking these meter sites.

(b) Access to Facilities and Property. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and affiliates. Client shall allow Core & Main permission to store materials at a secure storage location on the Utility property during the tenure of the work.

(c) Client Cooperation. Client support will be required during implementation of this Improvement Measure to obtain access to meter boxes/pits and to coordinate utility interruptions. Client will provide notification in its billing to its customers that Core & Main is performing the designated work and that possible service interruption may result. Client shall cooperate with Core & Main in integrating the Automated Meter Reading route management software with the clients billing and computer system. Any costs associated with changes to the Clients current billing software are not the responsibility of Core & Main. Client shall cooperate with Core & Main with regard to computer firewall access.

(d) Timely Review. That Client through its designated representatives shall examine all invoices, and inspect all completed work by Core & Main in a timely manner. In the event that a Client delay results in the lack of a progress payment disbursement, Core & Main reserves the right to delay further work without penalty until such time as payments are made. Core & Main further reserves all rights and options available to it under the Master Project Agreement.

(e) Utility Assistance. The Utility shall assign dedicated personnel work with Core & Main installation crews to perform duties to include any necessary field repairs such as meter box, curbstop or backflow replacements, etc., marking of meter locations and advance cleanout of meter boxes. In addition, the Client shall provide a clearly defined list of any meter sites that will be retrofitted with AMR technology, as well as assist in locating and marking these meter sites.

IN WITNESS WHEREOF, the Parties have executed this Installation Contract as of

_____.

CORE & MAIN LP

By: _____

Printed name: _____

Printed title: _____

CITY OF DES PLAINES

By: _____

Printed name: Mike Bartholomew _____

Printed title: _City Manager_____

EXHIBIT A-1

Material Procurement Summary **For Installation Contract**

Provider: Core & Main LP (“Core & Main”)

Client: City of Des Plaines

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the “Master Agreement”), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by Core & Main and attached to each Acceptance Certificate (Exhibit A-3) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

See Attached.

* In the event that City of Des Plaines would like Core & Main to provide additional material or work that is not specified in this contract, Core & Main and City of Des Plaines will mutually agree on an amount before proceeding.



December 7, 2020

City of Des Plaines
1111 Joseph J. Schwab Road
Des Plaines, IL 60016

Attn: Mr. Tim Watkins

Core and Main has provided pricing for the following Sensus water meter material firm through December 31, 2021. I have also included pricing from our authorized Sensus installation contractor, United Meter Inc., if the need arises to assist you in your meter changeouts.

New 5/8" - 1" iPERL Water Meters

5/8" Sensus iPERL Water Meter	\$108.00 ea.
3/4" Sensus iPERL Water Meter (9"LL)	\$122.00 ea.
1" Sensus iPERL Water Meter	\$165.00 ea.

New 1 1/2" - 2" OMNI R2 Water Meters

1 1/2" Sensus OMNI R2 Water Meter	\$384.00 ea.
2" Sensus OMNI R2 Water Meter 17" LL	\$539.00 ea.

New 1 1/2" - 6" OMNI C2 Water Meters

1 1/2" Sensus OMNI C2 Water Meter	\$920.00 ea.
2" Sensus OMNI C2 Water Meter	\$1,062.00 ea.
3" Sensus OMNI C2 Water Meter	\$1,345.00 ea.
4" Sensus OMNI C2 Water Meter	\$2,340.00 ea.
6" Sensus OMNI C2 Water Meter	\$4,041.00 ea.
8" Sensus OMNI C2 Water Meter	\$6,525.00 ea.

FlexNet SmartPoints

510M Single Port, 3-Wire	\$105.00 ea.
510M Single Port, TouchCoupler	\$110.00 ea.
520M Single Port, 3-Wire	\$122.00 ea.
520M Single Port, TouchCoupler	\$113.00 ea.
	Pit Version
510M Dual Port, 3-Wire	\$121.00 ea.
510M Dual Port, TouchCoupler	\$123.00 ea.
520M Dual Port, 3-Wire	\$132.00 ea.
520M Dual Port, TouchCoupler	\$128.00 ea.
	Pit Version

Accessories

6' TRPL 3 Wire Connector	\$16.00 ea.
25' TRPL 3 Wire Connector	\$18.00 ea.

Ally Meter Pricing

5/8" Ally Meter w/ Shut Off Valve, Temperature & Pressure Sensor	\$400.00 ea.
3/4" Ally Meter w/ Shut Off Valve, Temperature & Pressure Sensor	\$440.00 ea.

Sensus Analytics - SaaS Recurring Annual Hosting Fee's

Active Services	2019	2020	2021	2022	2023
7500	\$11,530	\$11,875	\$12,235	\$12,600	\$13,230
10000	\$13,780	\$14,200	\$14,630	\$15,065	\$15,820
12500	\$16,000	\$16,475	\$16,970	\$17,475	\$18,350
15000	\$18,195	\$18,740	\$19,300	\$19,885	\$20,875
16500	\$19,485	\$20,070	\$20,670	\$21,290	\$22,355

*** SaaS pricing subject to a maximum 3% increase per year in years 6 thru 10 ***

United Meters, Inc. Installation Rates

Replace 5/8" and 3/4" Meter and Install SmartPoint using existing wire.	\$127.00	ea
Replace 1" Meter and Install SmartPoint using existing wire.	\$135.00	ea
Replace 1 1/2" Meter and Install SmartPoint using existing wire.	\$286.00	ea
Replace 2" Meter and Install SmartPoint using existing wire.	\$296.00	ea
Replace 3" Meter and Install SmartPoint using existing wire.	\$615.00	ea
Replace 4" Meter and Install SmartPoint using existing wire.	\$791.00	ea
Replace 6" Meter and Install SmartPoint using existing wire.	\$1,339.00	ea
Replace 8" Meter and Install SmartPoint using existing wire.	\$3,018.00	ea
Additional charge per Installation to Replace 5/8" thru 1" meter in pit.	\$165.00	ea
Additional charge per Installation to Replace 1 1/2" meter in pit.	\$371.00	ea
Additional charge per Installation to Replace 2" meter in pit.	\$378.00	ea
Additional charge per Installation to Replace 3" meter in pit.	\$837.00	ea
Additional charge per Installation to Replace 4" meter in pit.	\$1,118.00	ea
Remove and Replace Ball Valve 3/4"	\$195.00	ea
Remove and Replace Ball Valve 1"	\$206.00	ea
Remove and Replace Ball Valve 1 1/2"	\$412.00	ea
Remove and Replace Ball Valve 2"	\$464.00	ea
Additional Charge to run New Wire from Meter Inside to SmartPoint Outside	\$50.00	ea
Freeze Water Service Line up to 1"	\$299.00	ea
Man Hour Labor to Repair and/or Replace Plumbing	\$165.00	ea
Correct Hard Plumbed Meter with Meter Coupling per side	\$119.00	ea
Labor Only to Install Grounding Wire on 5/8" thru 1" meter	\$35.00	ea

***** United Meter Inc. Disclosures *****

Installation Rates are based on at least 12 appointments per day.

Installation Rates are for 'Labor Only' to replace meter with same lay length meter.

United Meter Inc. assumes no liability on ground wire sizing.

Pit installations larger than 4" will be quoted after inspection of existing.

Pricing does not include providing Payment/Performance Bond.

We appreciate and trust that our product, prices and service will continue to meet with your approval.

Sincerely,

Mark Baran

Mark Baran
Territory Manager



December 7, 2020

City of Des Plaines
1111 Joseph J. Schwab Road
Des Plaines, IL 60016

Attn: Mr. Tim Watkins

Subject: Des Plaines "Water-Customer Portal"

Sensus Analytics Customer Portal

(1) Annual Minimum Users Fee (1500 min) Year 2019	<u>\$6,665.00</u> per yr.
(1) Annual Minimum Users Fee (1500 min) Year 2020	<u>\$6,870.00</u> per yr.
(1) Annual Minimum Users Fee (1500 min) Year 2021	<u>\$7,080.00</u> per yr.
(1) Annual Minimum Users Fee (1500 min) Year 2022	<u>\$7,300.00</u> per yr.
(1) Annual Minimum Users Fee (1500 min) Year 2023	<u>\$7,525.00</u> per yr.
(1) Annual Overage Users Fee (over 1500) (5 Year)	<u>\$3.00</u> per user
(1) Annual Fee Text Messages Unlimited (5 Year)	<u>\$255.00</u> per yr.

** SA Customer Portal pricing subject to a 3% annual increase after year 5.*

Prices are good thru December 31, 2021. Our terms are payment net thirty (30) days

Sincerely,

Mark Baran

Mark Baran
Territory Manager

EXHIBIT A-2

Scope of Work

(Sale through CORE & MAIN)

SmartPointModule Installation Responsibilities

Core & Main will:

1. The Core & Main will train the installation team (Installation subcontractor included) on how to properly program / activate SmartPoint Modules on to the FlexNet system.
2. The Core & Main will train the installer (Installation subcontractor included) to properly identify and correct any known problems in the field. This individual will be the primary contact to troubleshoot, identify and correct non reporting SmartPoint Modules and installation errors.
3. Once the installer has completed SmartPoint Module installation the Core & Main will work with Sensus to investigate any SmartPoint Modules that have not registered on the network.

The City of Des Plaines will:

1. Be responsible to purchase end points and transmitters.
2. Be responsible for quality assurance for their personnel and/or an installation contractor as it relates to proper SmartPoint Module installation.
3. On an ongoing basis, be responsible to visit and troubleshoot SmartPoint Modules that are not reporting into the system. Investigate any non-reporting SmartPoint Modules to ensure that there are no cut wires, improper installations, improper programming and resolve all data entry errors in the system.
4. Coordinate with the Core & Main to establish a SmartPoint Module installation schedule, shipment quantities, and overall project timeline.

Miscellaneous Responsibilities

The City of Des Plaines will:

1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
2. Be responsible for applying for and purchasing any needed work permits.

Exhibit A-3

Acceptance Certificate

Client under the Master Project Agreement (the “Master Agreement”) with Core & Main hereby certifies:

This Acceptance Certificate is a Partial/Final (Circle one) Acceptance Certificate delivered under the Procurement, Installation, and Management Contract (the “Installation Contract”) to which it is attached.

1. The Project Materials and Supplies listed on the attached invoice (or in the event of a final Acceptance Certificate all Project Materials and Supplies provided under the Installation Contract and the Master Agreement), have been delivered to Client.

2. Client has conducted such inspection and/or testing of the Project Materials and Supplies as it deems necessary and appropriate and hereby acknowledges that it accepts the Project Materials and Supplies for all purposes on the date indicated below. The Project Materials and Supplies have been examined and/or tested and are in good operating order and condition and are in all respects satisfactory to the undersigned and comply with the terms of the Installation Contract, subject, however, to the warranty provided in Section 10 of the Master Agreement. Acceptance by the Client shall commence the warranty period for materials and services performed through the date hereof. Client does not waive any other rights to which it would otherwise be entitled under this Agreement.

3. Based on the acceptance set forth herein, Client agrees that the Manufacturer’s Warranty Period on all water meters shall be deemed to have begun on the date when the manufacturer shipped such water meters.

4. Client has examined all Work and Services performed by Core & Main and covered by the related invoice or draw requests and finds such Work and Services to have been performed in a workmanlike manner and in accordance with all applicable specifications. Client therefore accepts such Work and Services. Based on the acceptance set forth herein, Client agrees that the Warranty Period for the Work and Services shall end on _____, 20__ (i.e. one year from the date hereof).

5. The following is a punch list of items left to be completed for current phase or final phase (Circle one) of the Project:

Agreed to and Accepted as of _____, 20__ by:

CITY OF DES PLAINES

By: _____

Printed name: Mike Bartholomew

Printed title: City Manager

Appendix B

Sensus Advanced Metering Infrastructure (AMI) Agreement

Advanced Metering Infrastructure (AMI) Agreement

between

**City of Des Plaines
 (“Customer”)**

**and
Sensus USA Inc.
 (“Sensus”)**

IN WITNESS WHEREOF, the parties have caused this AMI Agreement (“Agreement”) to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the “Effective Date.”

This Agreement shall commence on the Effective Date and continue for/until: 5 Years (“Initial Term”). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years (“Renewal Term”). The “Term” shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

By: _____
Name: _____
Title: _____
Date: _____

Customer: City of Des Plaines

By: _____
Name: Mike Bartholomew
Title: City Manager
Date: _____

Contents of this Agreement:

- AMI Agreement
- Exhibit A Software
- Exhibit B Technical Support

AMI Agreement

1. **Equipment.**
 - A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
 - B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**
2. **Services.**
 - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
 - B. **Software Implementation.** Sensus shall install and configure the Software on the Server Hardware.
 - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.
 - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
 - E. **Project Management.** Project management of the AMI System is not included in this Agreement. Any project management shall be subject to a separate agreement which describes the scope and pricing for such work.
 - F. **Training.** Training on the use of the AMI System is not included in this Agreement. Any training shall be subject to a separate agreement which describes the scope and pricing for such work.
3. **Software.**
 - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
 - B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.
4. **Spectrum**
 - A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 4/11/2013 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.
5. **General Terms and Conditions.**
 - A. **Intentionally Omitted**
 - B. **Limitation of Liability.**
 - i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of: (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for: (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) claims made by a third party; nor (vi) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
 - ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
 - C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
 - D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
 - E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder.
 - F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
 - G. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render

Sensus liable for a violation of applicable laws.

- i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
 - H. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
 - I. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
 - J. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
 - K. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("**Disputes**") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
 - L. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.
 - M. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
 - N. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
 - O. **Four Corners.** This written Agreement, including all of its exhibits, and the Spectrum Lease represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
 - P. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. "**Affiliate**" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
 - B. "**AMI System**" identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
 - C. "**Confidential Information**" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party.
 - D. "**Echo Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
 - E. "**End User**" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
 - F. "**Field Devices**" means the meters and SmartPoint Modules.
 - G. "**FlexNet Base Station**" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
 - H. "**Force Majeure**" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
 - I. "**Hosted Software**" means those items listed as an Application in Exhibit A.
 - J. "**In/Out Costs**" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
 - K. "**Intellectual Property**" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets,

know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.

- L. "**LCM**" identifies the load control modules.
- M. "**Ongoing Fee**" means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- N. "**Patches**" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- O. "**Permitted Use**" means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
- P. "**Release**" means both Updates and Upgrades.
- Q. "**Remote Transceiver**" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. "**RF Field Equipment**" means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
- S. "**RNI**" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. "**RNI Software**" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. "**Service Territory**" identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC .
- V. "**Server Hardware**" means the RNI hardware.
- W. "**SmartPoint™ Modules**" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
- X. "**Software**" means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. "**TouchCoupler Unit**" identifies an inductive coupler connection from a water register to the SmartPoint Module.
- Z. "**Updates**" means releases of the Software that constitute a minor improvement in functionality.
- AA. "**Upgrades**" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- BB. "**WAN Backhaul**" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A
Software**

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Usage License. Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of: (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

C. Termination of Software as a Service. Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. "Software as a Service" means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backpool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Define data retention plan and policy.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).
 - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - d. Correlate incidents and problems where applicable.
 - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
 - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
 - h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:

- a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
- b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
- c. Conduct period penetration testing of the network and data center facilities.
- d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
- e. Perform Anti-Virus and Malware patch management on all systems.
- f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
- h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
- i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
- j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. "Software as a Service" does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- i. Calculations
 - a. "Targeted Minutes of Operation" or "TMO" means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.
 - b. "Scheduled Downtime" means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or

otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.

- c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - ii. **Exceptions.** "Exceptions" mean the following events:
 - a. Force Majeure;
 - b. Emergency Work, as defined below; and
 - c. Lack of Internet Availability, as described below.
 - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "Managed Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
- i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Sensus Analytics

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the Billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with drill down to the list of meters.

- d. # of stale meters with drill down to the list of meters.
- e. # of almost stale meters with drill down to the list of meters.
- f. # of meters where no read is available with drill down to the list of meters.
- g. # of meters with high threshold exceptions with drill down to the list of meters.
- h. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered "daily consumption threshold;" (2) The number of days when daily thresholds are exceeded are greater than the entered "exception per day threshold."
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered "Created as of" parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI.
 - n. Users need to enter which billing request file prior to running the report.
 - o. Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually send to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.
- B. **Enhanced Package.** The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:
 - i. Alarm Dashboard
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.
 - ii. Alarm Console
 - a. Follow real time monitors of the alarms coming from Customer's meters.
 - b. Provides a single view for all alarms across the entire network.
 - c. Allows the user to view trending of each alarm over time.
 - iii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- D. **Integration of Sensus Analytics.** Sensus shall provide integration support services to Customer only to the extent specifically provided below:
 - i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. This flat file may be delimited or fixed width. This specification allows Customer to transmit each day or as needed: the devices and end users in the system, end user status, end user account information, end user name, and other end user details. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
 - a. In scope of the included integration efforts is the mapping the Customer's fields to the VFlex specification.
 - b. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
 - ii. Sensus' integration services consists of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
 - iii. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**

E. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from: (a) Customer's FlexNet AMI System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.

F. **Customer Acknowledgements.**

- i. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
- ii. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
- iii. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
- iv. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
- v. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

IV. **Third Party Software.**

A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	<ul style="list-style-type: none"> • Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
 - 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.

Appendix C

Reserved

Appendix D

WARRANTY

The warranties on water meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Water meters and equipment included in Project Materials and Supplies that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each water meter manufacturer that will supply water meters and equipment as part of the Project Materials and Supplies is attached hereto as Exhibit D-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Master Agreement, but with changes to apply only to purchases of water meters occurring after the change becomes effective), but generally the start date for water meter warranties is the date of the manufacturer's shipment of such water meter as noted in the applicable Acceptance Certificate attached to this Agreement as Exhibit A-2 ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN WATER METERS and EQUIPMENT ARE NOT WARRANTED EXCEPT TO THE EXTENT OF ANY APPLICABLE MANUFACTURER'S WARRANTY, IF ANY. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on a water meter noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective water meter.

2. Work and Services.

(a) General. Core & Main warrants that all Work and Services provided by Core & Main shall be performed by Core & Main in accordance with the standards of care and diligence practiced by recognized firms in Core & Main's industry in performing Work of a similar nature in existence at the time of performance, with such warranty to expire one year after completion of the work or services (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to Work or Services during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective Work or Services necessary to bring Core & Main's Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Exhibit D-1

Manufacturers' Warranties

Attached to this Exhibit D-1 are the manufacturers' warranties for each of the following manufacturers of water meters, which are the only brands of water meters that Core & Main plans to use in connection with the Project.



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: December 16, 2020
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Rob Greenfield, Superintendent of Utility Services
Timothy Watkins, Assistant Director of Public Works and Engineering *TW*
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering
Subject: M.E. Simpson – Fire Hydrant Maintenance & Flow Testing

Issue: The 2021 budget includes \$60,000 in funding for water main flushing, fire hydrant inspections, fire hydrant leak detection, and fire flow testing.

Analysis: To maintain compliance with the EPA and maintain the requirements for the Insurance Services Offices (ISO), an annual program to flush water mains, perform mechanical inspection and maintenance of hydrants and provide fire flow testing services is required. Flow testing provides actual fire flow capacity data that is used by the Fire Department, Public Works and Engineering and insurance companies.

The City has a Master Consultant Agreement with M.E. Simpson Company, Inc. and they have provided a proposal to perform the above tasks on 20% of our hydrants. Their proposal for Task Order #13 is in the amount of \$59,020.

Recommendation: We recommend approval of Task Order #13 with M.E. Simpson Company, Inc., 3406 Enterprise Avenue, Valparaiso, IN 46383 in the total amount of \$59,020. Funding source will be the Water Fund, Professional Services, 500-00-580-0000.6000.

Attachments:
Resolution R-10-21
Exhibit A – Task Order #13

CITY OF DES PLAINES

RESOLUTION R - 10 - 21

**A RESOLUTION APPROVING TASK ORDER NO. 13
UNDER A MASTER CONTRACT WITH M.E. SIMPSON
COMPANY, INC. FOR PROFESSIONAL ENGINEERING
SERVICES.**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, on January 22, 2019, the City Council approved Resolution R-26-19, which authorized the City to enter into a master contract ("**Master Contract**") with M.E. Simpson Company, Inc. ("**Consultant**") for the performance of engineering services for the City as such services are needed over time; and

WHEREAS, the City desires to procure professional engineering services for fire hydrant maintenance and flow testing ("**Engineering Services**"); and

WHEREAS, pursuant to Chapter 10 of Title 1 of the City of Des Plaines City Code and the City's purchasing policy, the City Council has determined that procurement of the Engineering Services is not adapted to award by competitive bidding because the Engineering Services require a high level of professional skill and judgment; and

WHEREAS, the City has a positive existing relationship with the Consultant, which has satisfactorily performed engineering services for the City in the past; and

WHEREAS, Consultant submitted a proposal to perform the Engineering Services for the fire hydrant maintenance and flow testing in the amount of \$59,020 ("**Task Order No. 13**"); and

WHEREAS, the City has sufficient funds in the Professional Service Fund for the procurement of the Engineering Services from Consultant; and

WHEREAS, the City desires to enter into Task Order No. 13 under the Master Contract for the procurement of the Engineering Services from Consultant in the total not-to-exceed amount of \$59,020; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into Task Order No. 13 with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF TASK ORDER NO. 13. The City Council hereby approves Task Order No. 13 in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE TASK ORDER NO. 13. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, final Task Order No. 13 only after receipt by the City Clerk of at least one executed copy of final Task Order No. 13 from Consultant; provided, however, that if the City Clerk does not receive one executed copy of final Task Order No. 13 from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal final Task Order No. 13 shall, at the option of the City Council, be null and void.

SECTION 6: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ___ day of _____, 2021.

APPROVED this ___ day of _____, 2021.

VOTE: AYES _____ NAYS _____ ABSENT _____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Task Order No 13 with ME Simpson Company for Water Audit and Large Meter Testing

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated January 22, 2019 between the City of Des Plaines (the “City”) and DP - ME Simpson Task Order No. 13 2021 (00118074).DOCX (the “Consultant”), the Parties agree to the following Task Number 13:

1. **Contracted Services:** Fire Hydrant Maintenance & Flow Testing.
2. **Project Schedule:** Schedule attached as *Exhibit 1*.
3. **Project Completion Date:**

All Contracted Services must be completed on or before: May 31, 2021

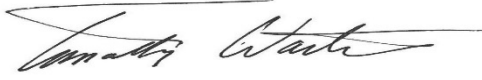
4. **Project Specific Pricing:** The total not to exceed amount for this Task Order 13 is \$59,020.00.
5. **Additional Changes to the Master Contract:** None. All terms and provisions of the Master Contract remain in full force and effect.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT



Signature
Director of Public Works
And Engineering

Signature
Michael D. Simpson, Chief Executive Officer
Name (Printed or Typed)

January 5, 2021
Date

December 14, 2020
Date

If compensation greater than \$20,000, then the City Council must approve the Task Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

APPROVED AS TO FROM ONLY

Date

Des Plaines General Counsel

Dated

Exhibit 1



January 2, 2021

Mr. Timothy Watkins
Assistant Director of Public Works & Engineering
City of Des Plaines
1111 Joseph Schwab Road
Des Plaines, Illinois 60016

RE: PROPOSAL FOR FIRE HYDRANT MAINTENANCE & FLOW/WATERMAIN CAPACITY TESTING

Dear Mr. Watkins,

M.E. Simpson Co., Inc. is pleased to present the City of Des Plaines, Illinois our proposal for its Fire Hydrant Maintenance and Flow/Watermain Capacity Testing Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our services and offer this response. We are committed to exceeding your expectations.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Carlos Covarrubias", is written over a light blue horizontal line.

Carlos Covarrubias
Regional Manager

Carlos Covarrubias
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 T
888.531.2444 F

Carlos.Covarrubias@mesimpson.com

SCOPE OF WORK

Fire Hydrant Maintenance Program

The Field Scope of Service for the Fire Hydrant Maintenance and Flow Testing is understood to be the following:

Fire hydrants are very important components in a water distribution system. Not only do they provide fire suppression, but serve many other useful functions as well. Hydrants are routinely used for flushing water mains, testing chlorine residuals, street and sewer cleaning, and providing water for construction purposes. However, fire hydrants must be operable and capable of providing adequate fire-flow at all times; that is their primary function. To assure hydrants can be used at any time, a systematic inspection and maintenance program should be in place. By methodically examining all of the hydrants in a distribution system, problems can be identified and corrected before they become catastrophic.

Inspection Process

Hydrants should be inspected on a regular basis, at least once a year. To maintain ISO certification, twice a year inspections need to be performed. Dry-barrel hydrants require two inspections per year, summer and winter, to mitigate the possibility of water freezing in the barrel. This is especially important in areas with high ground water where proper drainage could be affected.

Insurance ratings and ISO certifications are based in part, on the condition of the hydrants, and how closely they meet the standards for operation. Public safety depends on the ability to identify malfunctioning hydrants and being able to repair them in a timely fashion.

General Hydrant Inspection

- ◆ **Appearance:** The color and condition of the paint, based on the Utilities color scheme, will be assessed. Hydrants that have been displaced due to ground-shifting or collision will be documented and the Utility notified immediately. If necessary, bollards will be recommended to protect the hydrant from future collisions. Hydrants located very close to roadways and vehicle traffic will be documented, so they can be moved by the Utility.
- ◆ **Accessibility:** A recommendation will be made to raise or lower a hydrant when improper distance from the ground inhibits proper function. Pumper ports and nozzles that do not face the correct direction will be documented, so that the hydrant can be rotated.
- ◆ **Location:** If GPS option is chosen, the exact location will be determined using GPS and “x-y” coordinates, based on permanent local features.
- ◆ **Leakage:** An electronic listening device will be used to ensure that the fire hydrant is not leaking.
- ◆ **Functionality:** The condition of the pumper/nozzle threads and caps will be assessed for damage and proper function, and will be lubricated for ease of operation. Dry-barrel hydrants will be checked for proper drainage. The condition of the operating nut will be determined, with regard to excessive wear or rounding. Hydrants that are difficult to operate will be exercised, by repeatedly opening and closing the main-valve with the pumper/nozzle caps securely fastened. Hydrants that exhibit evidence of unauthorized operation will be documented so that security devices can be installed to protect against unauthorized usage in the future.

The above is a general description of the type of information gathered during an inspection to determine the condition of the hydrant, and would be used to schedule any necessary repairs. Detailed procedures for inspecting fire hydrants are given below (based on AWWA M17 – ‘Installation, Field Testing, and Maintenance of Fire Hydrants’). Our technicians will use the following methodology when performing hydrant maintenance.

Dry-Barrel Hydrant Inspection & Maintenance Procedure

- ◆ Check and record static pressure.
- ◆ Check the hydrants appearance. Condition of paint and proper color-coding will be assessed.
- ◆ Hydrants that need to be raised or lowered will be documented, as well as accessibility issues.
- ◆ Remove one nozzle/pumper cap and, using a listening device, check for main valve leakage. Repair or schedule a repair, as necessary.
- ◆ Replace the nozzle/pumper cap, loose enough for air to escape. Open hydrant a few turns, allowing air to vent from loose cap. Tighten the cap.
- ◆ Open hydrant fully, checking for ease of operation. Repeatedly exercise the operating stem, as needed, to remove buildup and promote better operation. If lubrication or stem replacement is required, perform or schedule the necessary work.
- ◆ With the hydrant fully pressurized, check for leakage around the flanges, nozzles/pumpers, seals, and operating nut. Repair or schedule a repair, as necessary.
- ◆ Partially close the hydrant to open the drain outlets, with the caps in place to ensure static pressure against the weep holes.
- ◆ Completely close the hydrant, and then turn the operating nut ¼ turn to ½ turn closed to relieve the pressure on the thrust bearing or packing.
- ◆ Remove a nozzle/pumper cap, and attach a diffuser. Flush the hydrant to remove foreign material.
- ◆ Close the hydrant and remove the diffuser. Place your hand over the nozzle/pumper to check for suction as the water drains out of the barrel. For no-drain hydrants, the water must be pumped from the barrel.
- ◆ Check for main valve leakage with an amplified listening device.
- ◆ Remove all nozzle/pumper caps and inspect the threads. Clean and apply approved lubricant to caps and nozzles/pumpers.
- ◆ Inspect cap chains for binding and ease of movement. Unbind or replace, as necessary.
- ◆ Replace the caps and tighten them to the Utilities specification.
- ◆ Check operating nut lubrication and maintain as needed.
- ◆ Inspect breakaway device for damage.
- ◆ If GPS option is chosen, Collect or verify the GPS location of hydrant and the “x-y” location.
- ◆ Notify the Utility immediately of inoperable hydrants needing major repair.
- ◆ Lubrication based on manufacturer’s procedures and recommendations (On fully assembled hydrant)

ISO Requirements

Hydrant maintenance and upkeep is one of many steps leading to ISO certification. ISO certification, with respect to hydrants, requires that a Utility perform hydrant maintenance every six months, including:

- ◆ Location and number identification
- ◆ Identification of physical damage or defect
- ◆ Removing obstructions and debris on or around the hydrant
- ◆ Ensure hydrant outlets face the proper direction
- ◆ Make sure there is a minimum 15" clearance between lowest outlet and the ground and ensure traffic feature, if present, is visible and above grade to ensure that it works as intended
- ◆ Ensure the auxiliary valve is visible
- ◆ Determine the condition of paint and correct color code
- ◆ All outlets have been cleaned and lubricated
- ◆ Determine the status: Public, Private, or Non-Potable hydrant
- ◆ Obtain static pressure reading
- ◆ Operating stem has been exercised and lubricated per manufacturer's recommendations and procedures
- ◆ Hydrant reflectors and markers have been installed and/or repaired
- ◆ An amplified listening device is used to check for leaks

M.E. Simpson Co., Inc.'s approach to hydrant maintenance comes directly from the AWWA M17 manual, and meets or surpasses all ISO requirements.

Reports

- ◆ All of the information regarding the hydrant, the inspection, and the repair work, will be summarized in a detailed report.
- ◆ Records will be kept electronically, permitting the efficient accumulation and storage of all hydrant data, which can be used to spot trends and to maximize asset management.
- ◆ All inspection data will be managed using web-based Pro-Hydrant-Lite® software, which allows for remote access to all of the hydrant inspection and maintenance records.
- ◆ The progress of the maintenance program will be easily tracked. This helps to determine the effectiveness of the program, and to make decisions regarding future actions that may be needed.

Fire Hydrant Flow/Watermain Capacity Testing Program

The Field Scope of Service for the Fire Hydrant Flow/Watermain Capacity Testing Program is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to flow test hydrants in the water distribution system selected by the Utility. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the hydrant flow testing program at all times.**

Exhibit 1

- ◆ Work in an orderly and **safe** manner to ensure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- ◆ All Field Staff will have readily observable identification badges worn while in the field. All vehicles used in the field will have company signs attached.
- ◆ The flow testing equipment to be used will be that which was described in the “Equipment to be used” section.
- ◆ M.E. Simpson Co., Inc. Personnel will meet with the Utility to review the project guidelines and answer any questions on procedures.
- ◆ The initial layout of the project will need to involve distribution Utility staff to help identify the flow patterns in the distribution system, flow testing from larger mains into smaller mains, from the water sources (pump stations and water storage structures), out into the system loops and dead ends.
- ◆ Any pressure zones in the distribution system will be identified on the water atlas prior to developing the fire hydrant flow-testing program. This will need to be done with distribution personnel prior to the start of the program.
- ◆ As a part of the hydrant flow testing program, mapping discrepancies found on the current water atlas will be noted and included as a part of the final report so the Utility can make needed corrections. This will be included as a part of the periodic reporting to the Utility, thus enabling the Utility to keep up with mapping corrections.
- ◆ A progression map shall be maintained for each section under study indicating hydrants assessed on the map. This will be especially helpful in quickly determining the work progress of the crews in the field.
- ◆ It may be necessary to conduct parts of the hydrant flow testing during “off hours” such as at night. This may be required in areas of high traffic volume where traffic may affect the ability to conduct safe flow testing, and traffic volume may affect the ability of the Project Team to be able to safely access hydrants on busy streets. The Project Team will give 24-hour advanced notice of intent to flow test hydrants in a particular area that may require after hours work or nighttime work. This is so the Utility can plan for the area to be worked in, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- ◆ M.E. Simpson Co., Inc. will use large flushing signs in designated areas to notify areas to be flow tested and inspected.
- ◆ M.E. Simpson Co., Inc. can provide the Utility an informational letter briefly explaining the fire hydrant flow-testing program to include with the customer’s normal water bill. Frequently, special mailings are used for customer notification. If you choose a special mailing, the Utility will be responsible for the postage and printing costs.
- ◆ M.E. Simpson Co., Inc. can issue a press release to briefly explain the fire hydrant flow-testing program and the areas affected. The press releases can be sent to; local newspapers, local radio stations and the Cable Company. This type of customer notification can greatly reduce the number of customer complaints about dirty water.
- ◆ All of the fire hydrants will be recorded on the water atlas and assigned numbers, using your existing numbering system or by creating a numbering system for you, prior to the development of the fire hydrant flow-testing program. This data is critical to establishing an effective and water conserving fire hydrant flow-testing program.

- ◆ All of the pertinent information for each fire hydrant that is flow-tested will be documented. This data is critical to establishing an ongoing flow-testing and maintenance program. The following is a list of the information gathered.
 - If requested, all Fire Hydrant caps will be greased for ease of operation
 - Fire Hydrant nozzle size used for each test will be recorded
 - Residual Pressure will be recorded for each Fire Hydrant tested
 - Static Pressure will be recorded for each Fire Hydrant
 - Flow, GPM (Gallons Per Minute), will be recorded for each Fire Hydrant flowed
 - The amount of time it takes to flush each Fire Hydrant will be recorded. An estimate will be made of the amount of water used during the operation of each Fire Hydrant test
 - Fire Hydrants that are in need of repair, painting, color coding, or have operation defects will be noted with an estimate of repairs needed to make the hydrant operational.
 - The date tested and technicians operating the Fire Hydrant will be recorded.
 - The Fire Hydrant address or location will be recorded.
- ◆ The Project team will set up the flow testing program in such a way that hydrants are operated near the water source first, then the team will move away from the water source in an organized manner to keep water discoloration and distribution disturbances to a minimum. The “flush” hydrant shall be downstream of the “residual” hydrant, thus insuring proper residual readings for full potential fire flow (re: AWWA M-17 manual, page 41).
- ◆ Fire hose and deflection tubes will be utilized, as required, to direct flushing water away from traffic, pedestrians, underground Utility vaults, and private property.
- ◆ Pressure gauges are used to determine the residual pressure during the flow-testing process while ensuring that the distribution system pressure remains above 20 psi. Any incidents of the distribution system being unable to supply a residual of 20 psi in the surrounding area will be brought to the immediate attention of the Utility Superintendent.
- ◆ After the Fire Hydrant has been flushed, M.E. Simpson Co., Inc. will verify that the hydrant is seated and is draining properly. We will also check the Fire Hydrant with a FCS S30 or L-Mic electronic listening device to ensure that the hydrant is not leaking. A majority of fire hydrant leaks go un-noticed because they are small leaks draining out through the drain holes at the base of the hydrant. Using the S30 or L-Mic will help eliminate this type of leakage.
- ◆ All pressure gauges used in the field will undergo **daily testing** against a “standard” gauge to insure the field gauges are accurate during the flow-testing project. Any gauges that are found to not be within acceptable limits will be replaced with gauges that are within accepted standards. This will insure the observed static and residual pressures are accurate and reliable.

Fire Hydrant Operation, Flow-Testing

M.E. Simpson Co., Inc. takes great care when operating, flow-testing the customer’s fire hydrants in their water distribution system. Even with our years of proven experience in water system operations problems occasionally occur. Any valves or fire hydrants that break or fail during the flow-testing program will be repaired or replaced at the expense of the water Utility. M.E. Simpson Co., Inc. cannot be held responsible for possible valve or hydrant failures during their operation. M.E. Simpson Co., Inc. cannot be held responsible for damage done to the water system during fire hydrant flow testing, such as water leaks, discolored water and turbidity that can possibly occur during the flow testing process. M.E. Simpson Co., Inc. cannot be held responsible for possible damage to the water utilities’ individual water customer.

NFPA Color Coding Standards

Municipal, Private, and Non-Potable fire-hydrants should not be painted the same color (the body of the hydrant) according to the NFPA. Each of the three types should follow the color code listed below. The bonnet and nozzle/pumper caps are also to be color-coded according to the hydrants’ rated flow rate at 20 psi (see below).

The NFPA has published standards regarding the maintenance and color coding of fire hydrants (NFPA 291). The scheme is as follows:



<u>Supply</u>	<u>Body Color</u>
Municipal System:	Chrome Yellow
Private System:	Red
Non-Potable System:	Violet (Light Purple)

Hydrant ratings at 20 psi.

Class C	Less than 500 GPM	Red
Class B	500-999 GPM	Orange
Class A	1000-1499 GPM	Green
Class AA	1500 GPM & above	Light Blue

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the maintenance/flow testing program is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for calculations of fire flows. This may be useful for the staff of the Utility in understanding the parameters of hydrant flow testing, especially during an emergency such as a fire where proper flow is needed for the fire department.

Final Reports, Documentation & Communications

M.E. Simpson Co., Inc. will perform the following:

- ◆ Project Team will **meet daily** with assigned Utility personnel to go over areas of flow testing for prior workdays and plan current day and next two days' areas to flow test.
- ◆ At the end of each day, or as requested, a list of any broken or inoperable valves or hydrants will be turned in.
- ◆ Each step of the fire hydrant flow-testing program will be identified and the hydrants used for each flow-test will be documented in a fire hydrant flow-testing report.
- ◆ Maintain a progression map to be included with the final report of the project indicating areas flow tested and areas that have been tagged for flow testing.
- ◆ The Utility will be provided with flow information in **Pro-Maps™/Pro-Hydrant®** an electronic fire hydrant database. This documentation allows for the flow-testing program to be repeated at a later date. This electronic program is designed to be a complete system for your Utility to establish an effective fire hydrant flow testing, flushing and maintenance program. The electronic database provides an inventory record system, hydrant maintenance and scheduling. The database includes a complete hydrant flow-testing program for calculating flow test results. **Pro-Maps™/Pro-Hydrant®** is a hydrant record database (ODBC). This data will be available in an electronic format to the Utility with the appropriate access. The data will be maintained offsite at a secure location.
- ◆ M.E. Simpson Co., Inc. can also provide the **Pro-Maps™/Pro-Hydrant®**, electronic database, that has the abilities to access and reproduce and edit all aforementioned hydrant location and flow testing information. This program will have the capability to generate upon demand:
 - ◆ The individual Hydrant Flow Test reports that includes the flow test data, static pressure and residual pressure, and potential flow at 20psi.
 - ◆ A summary listing of all Hydrants with identified defects.
 - ◆ A complete listing of all Hydrants by numerical or indexed order.
 - ◆ A complete listing of all Hydrants by alphabetically reference to street and cross street names.
 - ◆ All pertinent information such as port size, number of ports, flow test results, general condition of the hydrant, and color coding for the **NFPA rating**.
- ◆ Hydrant location will be documented from existing landmarks and will be a part of each Hydrant record.
- ◆ Information collected by M.E. Simpson Co., Inc. during the program and any other information provided by the Utility shall be regarded as CONFIDENTIAL and will not be shared without permission from the Utility or unless required by law.
- ◆ Develop a Flow Testing log of activity to be included with the final report that will include the following;
 1. Type of problems observed
 2. Location of same for problems discovered
 3. Total estimated water used (to be included on each flow test result)
 4. Mapping errors on the water atlas

- ◆ **Prepare the final report** at the completion of the project which will include all Fire Hydrant Flow/Watermain Capacity Testing reports, other problems found in the system during the course of flow testing that need the attention of the Water Utility. **This final report shall be made available for submission to the Water Department within thirty (30) work days of the completion of the fieldwork.**

Assumptions & Services Provided by the Utility

- ◆ The Utility will furnish, in an electronic format, all maps, atlases, (two copies) and records necessary to properly conduct the flow testing program.
- ◆ The Utility will make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with general information about the water system. *This person will not need to assist the Project Team on a full-time basis, but only on an “as needed” basis.*
- ◆ The Utility will supply information regarding pressure zone boundary valves, and any other information that may make the job of flow testing easier to perform.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to enter due to security issues or other concerns.

Equipment to be Used

The following equipment will be used for fire hydrant operation and maintenance work during the fire hydrant maintenance and flow testing program for the Utility. All materials listed will be on the job site at all times.

- ◆ 4.5” Pumper Port Diffuser, Hose Monster
- ◆ Two 2.5” Port diffusers, Pollards with flow gauges
- ◆ Certified and field tested flow gauges
- ◆ Food grade grease for lubricating the pumper and nozzle ports
- ◆ FCS S30 or Gutermann AquaScope listening device to ensure the hydrant isn’t leaking
- ◆ Grease to lubricate the hydrants operating nut and stem
- ◆ All necessary hand tools
- ◆ Truck mounted Arrow Board/Signage, and warning lights on trucks
- ◆ Traffic control equipment, including properly sized traffic cones with reflective stripes, when needed or required
- ◆ A “Schonstedt”/“Chicago Tape” magnetic locator
- ◆ A “Radio Detection RD4000” series line locator

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.** While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- ◆ The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- ◆ Any listening points located in a "confined space" such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are **trained and certified** in Confined Space Entry & Self-Rescue.
- ◆ We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are **trained and certified** in First Responder First Aid & CPR.
- ◆ We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**
 - All personnel are **trained and certified**, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date (for 2020) for all project personnel.

INVESTMENT

A commitment to improving and maximizing the City of Des Plaines’ water system for future generations.

M.E. Simpson Co., Inc. is pleased to offer the City of Des Plaines our proposal for a Fire Hydrant Maintenance and Flow/Watermain Capacity Testing program. This program is based on locating, documenting, maintaining, and flow testing approximately 2,600 fire hydrants over a 5-year period (2021-2025), in the City of Des Plaines water distribution system. All procedures and practices will be done in accordance with the above Scope of Services. The maintenance, flow testing and documentation will be done by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document.

Year 1 (50% Maintenance and 20% Flow Test)

2021 Fire Hydrants Maintained at \$41.00 each (Approx. 780) \$31,980.00*
2021 Fire Hydrants Flow Tested at \$52.00 each (Approx. 520) \$27,040.00*

Year 2 (50% Maintenance and 20% Flow Test)

2022 Fire Hydrants Maintained at \$41.00 each (Approx. 780) \$31,980.00*
2022 Fire Hydrant Maintained at \$52.00 each (Approx. 520) \$27,040.00*

Year 3 (50% Maintenance and 20% Flow Test)

2023 Fire Hydrants Maintained at \$43.00 each (Approx. 780) \$33,540.00*
2023 Fire Hydrants Flow Tested at \$54.00 each (Approx. 520) \$28,080.00*

Year 4 (50% Maintenance and 20% Flow Test)

2024 Fire Hydrants Maintained at \$43.00 each (Approx. 780) \$33,540.00*
2024 Fire Hydrants Flow Tested at \$54.00 each (Approx. 520) \$28,080.00*

Year 5 (50% Maintenance and 20% Flow Test)

2025 Fire Hydrants Maintained at \$44.00 each (Approx. 780) \$34,320.00*
2025 Fire Hydrants Flow Tested at \$55.00 each (Approx. 520) \$28,600.00*

**This program will keep utility in ISO compliance for flow testing over 5 years. Any additional hydrants serviced will have a per unit cost that coincides with that year.*

These fees are all based on approximate numbers of fire hydrants to be maintained and/or flow tested. **The total price will change according to the actual number of fire hydrants completed.** All procedures will be followed according to the above scope of services. This will include the Pro-Maps™/Pro-Hydrant® electronic database loaded with the fire hydrant database and flow testing information for all fire hydrants completed.

Exhibit 1

We thank you for this opportunity to acquaint you with our Fire Hydrant Maintenance and Flow/Watermain Capacity Testing services and present you with this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DES PLAINES, ILLINOIS HELD VIA ZOOM VIDEO CONFERENCE ON MONDAY, DECEMBER 21, 2020

CALL TO ORDER:

The regular meeting of the City Council of the City of Des Plaines, Illinois, was called to order by Mayor Bogusz at 6:34 p.m. The meeting was lived-streamed via: <http://desplaines.org/accessdesplaines> and played on DPTV Channel 17 on Monday, December 21, 2020.

ROLL CALL:

Roll call indicated the following Aldermen present: Lysakowski, Moylan, Rodd, Zadrozny, Brookman, Chester, Smith, Goczkowski. A quorum was present.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski, Fire Chief Anderson, and General Counsel Friedman

CLOSED SESSION:

Moved by Moylan, seconded by Smith to adjourn to Closed Session for the reason of Collective Bargaining. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

RECOVENE:

The regular meeting of the City Council of the City of Des Plaines, Illinois, was reconvened and called to order by Mayor Bogusz at 7:00 p.m.

Also present were: City Manager Bartholomew, Assistant City Manager/Director of Finance Wisniewski Director of Public Works and Engineering Oakley, Community and Economic Development Director McMahon, Fire Chief Anderson, Police Chief Anderson, and General Counsel Friedman.

PRAYER AND PLEDGE:

The prayer was offered by Alderman Goczkowski followed by the Pledge of Allegiance offered by Alderman Rodd.

PUBLIC COMMENT:

The City of Des Plaines continues to follow social distancing requirements. In response to the risks created by the COVID-19 outbreak, Governor Pritzker issued Executive Order 2020-07 on March 16, 2020, suspending the Open Meetings Act provision relating to in-person attendance by the members of the public body. Tonight's meeting is allowed to be conducted via video conferencing.

Public comments were allowed to be e-mailed to publiccomments@desplaines.org or phoned in to the City Clerk's Office by 5:00 p.m. on December 21, 2020.

There were no public comments.

MAYORAL ANNOUNCEMENT

On March 16, 2020, a Declaration of Civil Emergency for the City of Des Plaines related to the COVID-19 emergency was authorized. The Declaration provided that: (1) the City may enter into contracts for the emergency purchase of goods and services; (2) the City Manager may implement emergency staffing protocols pursuant to the City's respective collective bargaining agreements; and (3) directed City officials and employees to cooperate with other government agencies.

In accordance with Illinois statutes, the Mayor's Declaration lasted only for a period of seven days, unless it was extended by action of the City Council. At each subsequent City Council meeting, the City Council, by motion, extended the Declaration until the next adjournment of the next special or City Council meeting. This extension of the Declaration includes Mayor Bogusz's Supplemental Order dated July 29, 2020.

Moved by Brookman, seconded by Chester, to extend the Mayor's March 16, 2020 Declaration of Civil Emergency until the adjournment of the next regular, special, or emergency meeting of the City Council. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

**CONSENT
AGENDA:**

Alderman Chester requested Item 1 of the Consent Agenda be removed.

Moved by Lysakowski, seconded by Moylan, to establish the Consent Agenda. Upon voice vote, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Brookman, seconded by Rodd, to approve the Consent Agenda. Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Minutes were approved; Resolutions R-202-20, R-203-20 were adopted.

**APPROVE AGMT/
LAKESHORE**

RECYCLING

SYSTEMS:

Consent Agenda

Alderman Chester requested that this item be removed for clarification.

Director of Public Works and Engineering Oakley explained that the current Franchise Agreement for Solid Waste Disposal expires on March 31, 2021. This seven-year franchise agreement affects all single family and some multifamily properties in the City.

**Resolution
R-200-20**

Public Works issued a Request for Proposals and received four responses for this agreement. Lakeshore Recycling Systems based in Morton Grove was the lowest responsible proposer. Lakeshore currently provides service to twenty communities and has had very favorable references. The level of service remains the same as the current contract. As part of this contract, Lakeshore will be billing the customers directly instead of the City billing. Customers will be billed quarterly instead of the current bi-monthly bill.

Republic Services submitted a bid which was higher than the other bids and expressed that it would be beneficial to them if the city allowed them to terminate their agreement as soon as possible.

Mr. Connell and Mr. Kenney of Lakeshore Recycling Systems answered questions.

Moved by Chester, seconded by Moylan to approve Resolution R-200-20, A RESOLUTION APPROVING A SOLID WASTE DISPOSAL FRANCHISE AGREEMENT WITH LAKESHORE RECYCLING SYSTEMS, LLC.

Moved by Moylan, seconded by Goczkowski to amend the motion to allow service with Lakeshore Recycling Systems to begin on March 1, 2021 and terminate service with Republic Services on February 28, 2020.

Upon roll call to approve R-200-20, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Upon roll call to amend the motion, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

RELEASE
CERTAIN
MINUTES OF
CLOSED
MEETINGS:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Resolution R-202-20, A RESOLUTION RELEASING CERTAIN MINUTES OF CERTAIN CLOSED MEETINGS OF THE CITY COUNCIL. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-202-20

APPROVE AGMT/
FIREFIIGHTERS
UNION LOCAL
4211:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve Resolution R-203-20, A RESOLUTION APPROVING A FOUR-YEAR COLLECTIVE BARGAINING AGREEMENT WITH THE DES PLAINES PROFESSIONAL FIREFIGHTERS UNION- INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4211. Motion declared carried as approved unanimously under Consent Agenda.

Resolution
R-203-20

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve the Minutes of the City Council meeting of December 7, 2020, as published. Motion declared carried as approved unanimously under Consent Agenda

APPROVE
MINUTES:
Consent Agenda

Moved by Brookman, seconded by Rodd, to approve the Closed Session Minutes of the City Council meeting of December 7, 2020, as published. Motion declared carried as approved unanimously under Consent Agenda

UNFINISHED
BUSINESS:

CONSIDER TEXT
AND MAP
AMENDMENTS
AND
CU/CONSTRUCT
UTILITIES
ANTENNA/
1495 HOWARD
AVENUE:

This item was postponed from the December 7, 2020 City Council meeting.

Alderman Chester spoke with residents of the sixth ward regarding ComEd’s request and provided feedback.

Ordinance Z-24-20
Ordinance Z-25-20

Alderman Rodd provided a summary petitioners request from the December 7, 2020 City Council meeting. The petitioner, Commonwealth Edison Company (ComEd), requested Text Amendments to the following sections of the 1998 Des Plaines Zoning Ordinance, as amended for: (a) to add “Public Utilities – Antenna Support Structures” to Table 5 under Section 12-7-4(G) in the Zoning Ordinance as a conditional use in the M-2 district with a footnote allowing the maximum height of the structure to exceed 100-feet and the minimum setback from property lines to be less than 50-feet as required for similar structures in the M-2 district pursuant to City Council approval; (b) add new section 12-8-14 with specific language regarding antenna support structure ownership, type of use, height, and operations in Section 12-8 of the Zoning Ordinance; and (c) add a new definition for “Public Utilities – Antenna Support Structures” in Section 12-13-3 of the Zoning Ordinance. (d) The petitioner is also requesting a Map Amendment under Section 12-3-7 to rezone the existing property from R-1, Single Family Residential to M-2, General Manufacturing; (e) a Conditional Use under Section 12-7-4 to allow the installation of a Public Utilities – Antenna Support Structure at the existing electrical substation on the subject property; and (f) approval of any other such variations, waivers, and zoning relief as may be necessary.

The benefits of an antenna support structure upgrade, including the reliability of the electrical grid through ComEd-only “Smart Grid” Technology, coordinated functionality between the substation and distribution system, reduced distribution outages, decreased outage durations, increased voltage efficiencies for all users, and enhanced operational effectiveness and responsiveness. The antenna would be 2.5-feet in diameter, consist of five 5-foot tall antennas spaced 15-feet apart, 104 foot tall, and be located next to the existing control building—no new building will be constructed. The Planning and Zoning Board recommended (4-0) that the City Council approve the request.

The Des Plaines Park District Board expressed their concern of the tower’s proximity to the park and would like to continue discussion of burying the electrical lines and landscaping.

Moved by Brookman, seconded by Chester to Table this item. Upon roll call the vote was:

AYES: 4 - Lysakowski, Moylan, Brookman, Chester
 NAYS: 5 - Rodd, Zadrozny, Smith, Goczkowski, Bogusz
 ABSENT: 0 - None
 Motion failed.

ComEd representatives stated that they had no legal authority to authorize the burial of the electric lines.

Moved by Brookman, seconded by Moylan, to Table this item. Upon roll call, the vote was:

AYES: 5 - Lysakowski, Moylan, Brookman, Chester, Smith
 NAYS: 3 - Rodd, Zadrozny, Goczkowski
 ABSENT: 0 - None
 Motion declared carried.

NEW BUSINESS:

FINANCE & ADMINISTRATION – Alderman Chester, Chairman

WARRANT REGISTER:

Moved by Chester, seconded by Rodd, to approve the Warrant Register of December 21, 2020 in the Amount of \$10,827,577.90 and approve Resolution R-201-20. Upon roll call, the vote was:

Resolution R-201-20

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
 Brookman, Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 0 - None
 Motion declared carried.

COMMUNITY DEVELOPMENT – Alderman Rodd, Chairman

CONSIDER PUD/CU/SIGN REGULATION/ 10 E GOLF ROAD:

Community and Economic Development Director McMahon explained the petitioner, Tim Kratz on behalf of Roundy’s Supermarkets, is requesting a Preliminary and Final Planned Unit Development (PUD) to allow the construction of a fueling station on the existing Mariano’s property and a conditional use for a Localized Alternative Sign Regulation (LASR) to allow a modified monument sign and new canopy signs with price readers at 10 E. Golf Road.

The proposal includes the addition of a new passenger vehicle fueling station with a small building on the southwest portion of the property near the Golf Road/Mount Prospect Road intersection. The proposed five pump fueling station will be an extension of the existing Mariano’s grocery store and will be staffed by one grocery store employee at all times. The proposal will utilize the existing access points, approaches, and parking areas to access the proposed fueling center.

The petitioner is also requesting a LASR to install six new signs to advertise the new fueling station. The petitioner is requesting the following exceptions to Section 12-11-6(B) of the Zoning Ordinance with the LASR request:

- For the three wall signs on the existing building totaling 299.37-square feet, which currently exceed the maximum sign area of 125-square feet permitted on an entire building (including all elevations).
- For the new 2.31-foot tall canopy signs to exceed 12-inches in height.
- To allow two electronic message board signs on the subject property where only one is permitted.

Staff recommended approval of Ordinance Z-26-20 with the condition that the fuel station is only open from one-hour before the Mariano’s grocery store opens to one-hour after the store closes.

Resident Ken Lewis presented a petition signed by four of his neighbors against the building of a fueling station citing increased traffic, noise and parking lot lighting.

Mr. Kratz assured Mr. Lewis and the City Council that any future issues will be addressed.

Moved by Rodd, seconded by Zadrozny, to approve Ordinance Z-26-20, AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT AND A CONDITIONAL USE FOR A LOCALIZED ALTERNATIVE SIGN REGULATION AT 10 E GOLF ROAD (CASE #20-025-PUD-CU LASR). Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
 Brookman, Chester, Smith, Goczkowski
 NAYS: 0 - None
 ABSENT: 0 - None
 Motion declared carried.

CONSIDER
VARIANCE/WALL
SIGN/1535
ELLINWOOD ST:

Ordinance Z-27-20

The petitioner, Dan Bourbon on behalf of Northshore University Health System, requested a major variation to allow for 166-square feet of wall signage for the existing immediate care and orthopedics clinic at 1535 Ellinwood Street. The tenant space where Northshore operates is located at the far east end of the shopping center and fronts both Ellinwood Street and Pearson Street. The subject property is part of the “Library Plaza Redevelopment” Planned Unit Development approved July 6, 1999 pursuant to Ordinance Z-11-99. However, Ordinance Z-11-99 does not allow for additional sign area in excess of the maximum sign area permitted in Section 12-11-6(B) of the Des Plaines Zoning Ordinance.

Per Section 12-11-6(B), building facades that face a street are allowed two (2) wall signs and building facades that do not face a street are allowed one (1) wall sign provided that the total aggregate sign area for the entire building does not exceed 125-square feet. The total wall sign area at this address is currently 122.72-square feet. The petitioner’s request to allow a wall sign area of 166-square feet where only 125-square feet is permitted constitutes the need for a major variation to Section 12-11-6(B) of the 1998 Des Plaines Zoning Ordinance.

The petitioner is requesting an addition onto the existing wall signs to identify various services that Northshore provides to the public, similar to the window signage installed on the building’s street facing elevations.

The Planning and Zoning Board recommended (5-0) that the City Council approve the request without any conditions.

Staff does not recommend approval or disapproval of Ordinance Z-27-20.

Moved by Lysakowski, seconded by Brookman to approve Ordinance Z-27-20, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-11-6.B OF THE CITY OF DES PLAINES ZONING ORDINANCE TO PERMIT THE INSTALLATION OF TWO WALL SIGNS AT 1535 ELLINWOOD STREET, DES PLAINES, ILLINOIS (CASE #20-47-V). Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

Moved by Lysakowski, seconded by Rodd to Advance to Second Reading and Adopt Ordinance Z-27-20, AN ORDINANCE APPROVING A MAJOR VARIATION FROM SECTION 12-11-6.B OF THE CITY OF DES PLAINES ZONING ORDINANCE TO PERMIT THE INSTALLATION OF TWO WALL SIGNS AT 1535 ELLINWOOD STREET, DES PLAINES, ILLINOIS (CASE #20-47-V). Upon roll call, the vote was:

AYES: 8 - Lysakowski, Moylan, Rodd, Zadrozny
Brookman, Chester, Smith, Goczkowski

NAYS: 0 - None

ABSENT: 0 - None

Motion declared carried.

ADJOURNMENT: Moved by Moylan, second by Smith to adjourn the meeting. The meeting adjourned at 9:03 p.m.

Laura Fast – Deputy City Clerk

APPROVED BY ME THIS _____

DAY OF _____, 2021

Matthew J. Bogusz, MAYOR



COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

MEMORANDUM

Date: November 18, 2020
 To: Michael G. Bartholomew, MCP, LEED AP, City Manager
 From: Michael McMahon, Director of Community and Economic Development *mm*
 Jonathan Stytz, Planner *JS*
 Subject: Consideration of Preliminary/Final Planned Unit Development and Conditional Use for a Localized Alternative Sign Regulation for a fueling station at 10 E. Golf Road (4th Ward)

Issue: The petitioner is requesting the following: (i) a Preliminary and Final Planned Unit Development under Section 12-3-5 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a new fuel station at the existing Mariano’s grocery store; (ii) a Conditional Use for a Localized Alternative Sign Regulation (LASR) under Section 12-3-4 to allow a modified monument sign and new canopy signs with price readers; and (iii) approval of any other such variations, waivers, and zoning relief as may be necessary.

Analysis:

Address: 10 E. Golf Road
Owner: Realty Income Illinois Properties 2, LLC, 11995 El Camino Real, San Diego, CA 92130
Petitioner: Tim Kratz, 3025 Highland Parkway, Suite 850, Downers Grove, IL 60018
Case Number: 20-025-PUD-LASR
PIN: 09-18-100-004-0000
Ward: #4, Alderman Artur Zadrozny
Existing Zoning: C-3, General Commercial Business District
Existing Land Use: Grocery Store (Mariano’s)
Surrounding Zoning: North: R-1, Single Family Residential District
 South: C-3, General Commercial / R-1, Single Family Residential District
 East: R-1, Single Family Residential District
 West: R-1, Single Family Residential District

Surrounding Land Use: North: Single Family Residences
South: Commercial (Animal Hospital) / Single Family Residences
East: Blackhawk Park
West: Single Family Residences

Street Classification: Golf Road and Mount Prospect Road are classified as arterial roads.

Comprehensive Plan: The Comprehensive Plan designates the site as Commercial.

Project Description: The petitioner, Tim Kratz on behalf of Roundy's Supermarkets, is requesting a Preliminary and Final Planned Unit Development (PUD) to allow the construction of a fueling station on the existing Mariano's property and a conditional use for a Localized Alternative Sign Regulation (LASR) to allow a modified monument sign and new canopy signs with price readers at 10 E. Golf Road. The existing 8.62-acre property consists of a 73,680-square foot building, 407-space surface parking lot, and the following signs listed below totaling 384.12-square feet and shown in the Sign Plan (Attachment 9):

- Three wall signs, one on the south, east, and west building elevations;
- One monument sign along Mount Prospect Road;
- One monument sign along Golf Road in front of Blackhawk Park; and
- One monument sign located at the corner of the Golf Road/Mount Prospect Road intersection.

The Mariano's building consists of a 60,100-square foot grocery store, 1,680-square foot restaurant, and 265-square foot food preparation and storage area. The petitioner is requesting the Preliminary and Final PUD in order to allow the proposed fueling station on the same lot as the existing Mariano's grocery store building without a Plat of Subdivision. Pursuant to Section 12-7-1 of the Zoning Ordinance, a PUD allows for more than one principle building to be located on a zoning lot. The subject property meets the location, ownership, and size prerequisites required for PUDs as specified in Section 12-3-5 as it: (i) is located within the C-3, General Commercial District, which allows PUDs through a conditional use permit; (ii) is under single ownership; and (iii) meets the minimum lot size requirement of two acres as required for PUDs located in the C-3 zoning district. The conditional use for the Preliminary and Final PUD is one of the two conditional uses included in this project.

Mariano's is a brand of Roundy's Supermarkets, Inc., which is a subsidiary of The Kroger Co. The Kroger Co. currently owns and operates approximately 1,500 retail fuel locations nationwide to provide Mariano's customers with loyalty discounts and one-stop conveniences as noted in the Project Narrative (Attachment 1). The proposal includes the addition of a new passenger vehicle fueling station with a small building on the southwest portion of the property near the Golf Road/Mount Prospect Road intersection as shown on the Site Plan & Truck Turning Analysis Diagram (Attachment 5). The proposed five pump fueling station will be an extension of the existing Mariano's grocery store and will be staffed by one grocery store employee at all times. The proposal will utilize the existing access points, approaches, and parking areas to access the proposed fueling center. In addition, the site will be modified accordingly to accommodate ingress/egress movements surrounding the fuel station for users and the fuel tanker truck, which will access the site from Mount Prospect Road.

The petitioner is also requesting a LASR to install six new signs to advertise the new fueling station. The petitioner is requesting the following exceptions to Section 12-11-6(B) of the Zoning Ordinance with the LASR request:

- For the three wall signs on the existing building totaling 299.37-square feet, which currently exceed the maximum sign area of 125-square feet permitted on an entire building (including all elevations).
- For the new 2.31-foot tall canopy signs to exceed 12-inches in height.
- To allow two electronic message board signs on the subject property where only one is permitted.

LASRs generally allow more signage and flexibility as compared to the Zoning Ordinance due to the size of the property, the configuration of buildings and the variety of uses. In this case, the existing Mariano’s building is setback roughly 392-feet from Golf Road and 97-feet from Mount Prospect Road so any signage added to the building for the proposed fueling station would not be clearly visible to the street. Given the subject property’s size and unique location near the Golf Road/Mount Prospect Road intersection, staff finds the request necessary to provide visibility for users coming from multiple directions. LASRs are permitted as a conditional use when the subject property is within a PUD. While this property is currently not in a PUD, the petitioner is requesting a PUD for this property as part of this project. The breakdown of the existing and proposed signage is shown below:

Existing Sign Area			
Sign Type	Qty	Location(s)	Area
Non-Illuminated Wall Sign	3	South, East, and West Store Elevations	99.79 each (299.37 total)
External Illuminated Monument sign	1	Corner of Golf Road/Mount Prospect Road	40.00
External Illuminated Monument sign	1	Along Golf Road in front of Blackhawk Park	30.75
External Illuminated Monument sign	1	Along Mount Prospect Road at west parking lot entrance	15.00
Total Area of Existing Signage on Site			384.12
Proposed Sign Area			
Sign Type	Qty	Location	Area
Non-Illuminated Wall Sign	3	One on South, East, and West Store Elevations	99.79 each (299.37 total)
External Illuminated Monument sign	1	Along Golf Road in front of Blackhawk Park	30.75
External Illuminated Monument sign	1	Along Mount Prospect Road at west parking lot entrance	15.00
<i>New Monument with LED Price Reader*</i>	<i>1</i>	<i>Corner of Golf Road/Mount Prospect Road</i>	<i>66.60</i>
New Wall LED Price Reader	1	Fuel station canopy	43.70
New “Mariano’s” Wall	4	Fuel station canopy	14.8 each (59.2 total)
Total Area of New Signage Proposed			514.62

****Existing sign replaced by new monument sign with LED Price Reader***

The design of the proposed fueling station is intended to utilize the existing impervious surfaces, add supplemental landscaping to address displaced landscaping on site, and utilize the general layout of the existing parking area as indicated on the Landscape Plan (Attachment 10). The building materials for the proposed fuel station building and canopy will be vintagewood cedar and ACM fascia to match the existing Mariano's Grocery Store. The addition of the proposed fueling station will decrease the available parking spaces on the subject property from 407 to 337 spaces, totaling a net loss of 70 parking spaces. The existing Mariano's grocery store and proposed fueling station building are 73,680-square feet and 265-square feet, respectively according to the Architectural Plans (Attachment 8). The following parking requirements apply pursuant to Section 12-9-7 of the Zoning Ordinance:

- For grocery stores, one space is required for every 300 square feet of gross floor area for grocery stores.
- For restaurants, one space is required for every 50-square feet of net floor area, or one space for every four seats, whichever is greater, plus one space for every three employees.
- For automotive fuel stations, two spaces required per pump, plus one space for every 200 square feet of accessory retail.

Furthermore, the grocery store portion of the Mariano's building will require 201 parking spaces (60,100-square feet / 300-square feet = 201), the restaurant area will require 37 parking spaces (1,680-square feet / 50-square feet plus three employees = 37), the food preparation and storage area is not counted, and the proposed fueling station will require 12 parking spaces (265-square feet / 200-square feet plus two spaces per pump = 12). Thus, staff concludes that a total of 250 parking spaces, including seven handicap accessible parking spaces, are required for the subject property as a whole. The proposal includes 337 parking spaces, which meets and exceeds this requirement.

Compliance with the Comprehensive Plan

There are several parts of the City of Des Plaines' 2019 Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
 - The property is marked for commercial. The proposed fueling center will take advantage of a well-located site at the corner of the Golf Road/Mount Prospect Road intersection and general proximity to established residential neighborhoods to improve the existing property and provide an additional service to the community.
 - The proposal would satisfy the goal to expand retail uses that primarily serve the day-to-day needs of local residents along major corridors in Des Plaines.
- Under Economic Development:
 - The Comprehensive Plan recognizes the economic vitality of the surrounding area and its importance to the broader region. The proposed fueling station would be in keeping with prior development efforts and further transform a standalone grocery store building with a restaurant into a multi-use commercial center.
 - This proposal would also further establish this property as a commercial hub for the City of Des Plaines and provide additional retail options for residents that are currently not available in the immediate vicinity of the area.

Conditional Use and PUD Findings: As required, the proposed development is reviewed below in terms of the findings contained in Section 12-3-5(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

A. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3.5-1 and is a stated Conditional Use in the subject zoning district:

Comment: A PUD is a listed conditional use in the C-3 zoning district. The proposed project meets the stated purpose of the PUD. Additionally, the redevelopment of the subject property will enhance the neighboring area, but also be cognizant of nearby land uses. Please also see the responses from the applicant.

B. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:

Comment: The proposed development will be in keeping with the City's prerequisites and standards regarding planned unit development regulations. Please also see the responses from the applicant.

C. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or are not deemed to be in the public interest:

Comment: The proposed project is in-line with the intent of a PUD as there is an exception being requested to accommodate a second principle structure on the subject property where the existing Mariano's grocery store and separate restaurant use currently exist. Additionally, the proposed exception would provide additional services and conveniences for Mariano's patrons. Please also see the responses from the applicant.

D. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air, recreation and visual enjoyment:

Comment: All provisions for public services, adequate traffic control and the protection of open space are being accommodated in the proposed development. The proposed fueling station will be located within the existing paved parking area and will utilize the existing access points and approaches to the site. Please also see the responses from the applicant.

E. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:

Comment: The proposed development complements existing development to the west and extends the commercial land use, which is designated for this property. Additionally, considerations will be made to reduce any impact on the nearby residential uses from light and noise pollution. Please also see the responses from the applicant.

F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:

Comment: The proposed project will contribute to an improved physical appearance within the City by constructing a new fueling station, which will contribute positively to the tax base and economic well-being of the community. Please also see the responses from the applicant.

G. The extent to which the proposed plan is in conformity with the recommendations of the 2019 Comprehensive Plan:

Comment: The proposed development meets the goals, objectives and recommendations of the 2019 Comprehensive Plan. Please also see the responses from the applicant.

Planning and Zoning Board Review: The Planning and Zoning Board met on November 24, 2020 to consider (i) a Preliminary and Final Planned Unit Development under Section 12-3-5 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a new fuel station at the existing Mariano’s grocery store; and (ii) a Conditional Use for a Localized Alternative Sign Regulation (LASR) under Section 12-3-4 to allow a modified monument sign and new canopy signs with price readers at 10 E. Golf Road.

The petitioner and the Mariano’s project team presented an overview of the requests to add a fueling station and signage on the existing Mariano’s grocery store property. They explained that the existing parking area is larger than necessary for the existing uses on site and that they are looking to add the fueling station as another service available to its customers and to support the investment of the property. They mentioned that roughly 1,500 Mariano’s locations nationwide have fueling centers with a fuel rewards program, which provides incentives for Mariano’s fuel rewards members. While the fueling station would be available to the public, Mariano’s customers will receive discounts and other incentives through the fuel reward program. They described the floor plan of the proposed fueling station building noting that users not paying for gas at the pump or purchasing other items will not enter the building but rather come up to a sliding window system for all transactions. The building will also feature one gender-neutral restroom, which will be accessible for public use. They summarized the traffic statement report for the proposed fueling center, explaining that the addition of the fueling center will not really generate new vehicle trips as many Mariano’s customer will shop and then fill up at the fueling station. They added that the existing curb cuts to the site will be utilized for the fueling station and that no changes will be made to these access points. The project team highlighted the landscape plan for the request, which focuses on supplementing landscaping around the new fueling station area to address the existing landscaping that will be removed for this new use. They concluded with a discussion for the sign requests proposed through the LASR request, detailing that the new fueling station canopy will contain four new static Mariano’s wall signs, one on each elevation, and one electric price reader side facing the Mariano’s store. The intent of the price reader sign on the north elevation allows Mariano’s customers leaving the store to see the fuel prices available and determine if they would like to fuel up before leaving the site. The existing monument sign at the corner of Golf Road and Mount Prospect Road will be replaced by a new double-faced monument sign with a price reader at the bottom to display fuel prices for motorists coming from multiple directions.

The Planning and Zoning Board (PZB) Members asked what company is Roundy’s Supermarkets a part of; if the distance between the price reader portion of the new monument sign and the ground is high enough to be visible to motorists during the winter or with landscaping; and what the hours of operation would be for the fueling station.

Community and Economic Development staff provided a summary of all requests and recommended approval of the request without any conditions.

One member of the public opposed the request due to multiple concerns including aesthetics, surrounding property value decline, and the proposed 24-hour operation of the fueling station. He mentioned that he does not want a gas station at this location due to its close proximity to his property located directly across Golf Road from Mariano’s where the fueling station is proposed and Blackhawk Park located along Golf Road. He added that he just received the notice for this one week ago and wanted to know what he could do to stop the fueling station from happening. The PZB members asked the audience member if it would be more acceptable if the proposed fueling station was not open 24-hours and the gentleman responded that it would not. The PZB members asked the petitioner and the Mariano’s project team what activity they typically see for one of their fueling stations at night; if they would consider not keeping the station open 24/7; if they have considered utilizing the existing fuel station located at 10 W. Golf Road as an alternative; how the parking lot size at this location compares to the Mariano’s parking lot in Arlington Heights; how often the fuel delivery truck will access the site to service the fueling station; will the fueling station be a discount station; will the fueling station generate a lot of noise; and will the fueling station create additional light pollution on the site.

The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition that the fuel station is only open from one-hour before the Mariano’s grocery store opens to one-hour after the store closes.

Recommendations: Staff recommends approval of Ordinance Z-26-20 for the requested Preliminary and Final Planned Unit Development and Conditional Use for a Localized Alternative Sign Regulation in the C-3 zoning district at 10 E. Golf Road with the condition that the fuel station is only open from one-hour before the Mariano’s grocery store opens to one-hour after the store closes.

Attachments:

- Attachment 1: Petitioner’s Project Narrative
- Attachment 2: Petitioner’s Responses to Standards
- Attachment 3: Location Map
- Attachment 4: Plat of Survey
- Attachment 5: Site Plan & Truck Turning Analysis Diagram
- Attachment 6: Preliminary & Final Engineering Plan
- Attachment 7: Architectural Plans
- Attachment 8: Site and Context Photos
- Attachment 9: Photometric Plan
- Attachment 10: Traffic Statement
- Attachment 11: Chairman Szabo Letter from Planning & Zoning Board to the Mayor and City Council
- Attachment 12: Draft Excerpt from the November 24, 2020 Planning and Zoning Board Meeting

Ordinance Z-26-20

- Exhibit A: Preliminary & Final PUD Plat
- Exhibit B: Mariano’s Sign Plan
- Exhibit C: Unconditional Agreement and Consent



October 28, 2020

Recipient: Mike McMahon
Community and Economic Development
City of Des Plaines
1420 Miner Street
Des Plaines, IL 60016

RE: Mariano's Retail Fuel Center Project Narrative

Location: 10 E. Golf Rd.
Des Plaines, IL 60016

Mr. McMahon,

Sevan Multi-Site Solutions, on behalf of the applicant, Roundy's Supermarkets Inc., is submitting the attached documents to be presented to the Planning and Zoning Board for purposes of Planned Unit Development and Conditional Use review. The documents detail the request for a proposed Mariano's retail fuel center consisting of five fueling dispensers, fuel canopy, and transaction kiosk in the parking lot located south of the Mariano's grocery store.

Property:

The subject location is in the parking field of the existing Mariano's grocery store. The shopping center has access to Golf Road to the south and South Mount Prospect Rd to the west. Blackhawk Park is located on the property directly to the east of the site

Project Background:

Mariano's is a brand of Roundy's Supermarkets Inc. who is a subsidiary of The Kroger Co. The Kroger Co. owns and operates approximately 1,500 retail fuel centers in combination with their grocery stores across the country in 37 states. The fuel program is designed to be a benefit to the existing customers by providing loyalty discounts and one-stop convenience. The proposed retail fuel center is a category extension of the existing grocery operations and will be managed and staffed by well-trained grocery store employees (typically one employee per shift).

Site Plan:

See attached plans. The design intent is to utilize the existing paved parking area for the fuel center improvements. The proposed improvements will maintain the general layout of the parking and access aisles. Disturbance to landscape areas will be minimized and additional landscaping added to supplement what is existing while providing a net positive change in total pervious area on the site. The fuel customers can park in the shared parking to the north, east, and west; however, most customers will utilize the fueling spaces at the dispensers for parking.

Traffic:

Site access is provided from existing internal access drives along South Mount Prospect Rd. and Golf Rd. There are no proposed changes to the approaches or public road. Most customer trips come from the grocery store customers internal to the site. Internal islands will be modified to improve traffic flow surrounding the fuel station.

The underground fuel storage tanks will be filled by a fuel tanker which will be on the site for approximately thirty minutes per fill. The site has been laid out to accommodate the movements of the truck with ingress and egress from South Mount Prospect Rd., as shown on C1.03.

A parking evaluation was performed to determine the impact of the proposed fuel center on the parking field requirements. While the proposed redevelopment will result in the loss of 70 spaces, there will still be more than adequate parking for both the existing grocery store and proposed fuel station, per Des Plaines Parking Ordinance 12-9-7. The complete parking evaluation can be found on sheet C1.02.

Utilities/Stormwater:

Power and communication services will be bored to the store where they will feed from existing systems. The sanitary lead will tie into a manhole near the South Mount Prospect Rd. approach. It is expected a sanitary pump will be required. The water service lead will tie into to the existing Mariano’s water lead to the east of the proposed development. The existing stormwater system serving the site will remain largely untouched. One existing catch basin will be removed, and three new catch basins will tie-into the existing system. All catch basins that receive runoff from the proposed fuel center dispenser pad will have stormwater quality treatment units installed. A pre-application meeting with MWRD will be held prior to submittal to the Village of Hoffman Estates. The development will not increase the impervious area or change drainage patterns. The existing detention and volume control system that currently serves the entire shopping center will remain as is without modifications.

The underground petroleum storage tank system is designed, installed, and operated per local, state, and federal guidelines.

Signage:

Signage is be proposed on the canopy as well as a monument sign with fuel pricing. Signage will be discussed with staff during the site plan approval process.

Architecture and Building Design Standards:

The established “front” of the fuel center is actually facing inward to the site (north) toward the grocery store and that the kiosk attendant building is an employee only office function with the exception of the customer accessed restroom and the interior accessed employee only restroom.

Compliance with “PRINCIPAL BUILDING ENTRANCE LOCATION”:

The “principal entrance” for the public to this fuel facility is by vehicle along the entire north (interior to the property) and south facing along East Golf Road. Employee entrance to the cashier office as well as the customer restroom entrance are facing South Prospect Road. The public access to the fuel facility meets the intent of the “standard’ in that they are very apparent and easily accessed.

Compliance with “STREET FACING TRANSPARENCY”:

The use of the kiosk is an attendant “office” and it is not accessible to the public. The west facing (South Mount Prospect Road) wall area of the occupied portion of the kiosk (the Cashier occupies the front 7’-0” of the building) from 2’-9” above grade to the bottom of the kiosk fascia (parapet) is 36.8 sf. The glass of the Cashier area of this part of the building is 19.1 sf which equates to 52% of the wall area. This is within the required 50% minimum for: “commercial – office” use. The south facing (East Golf Road) end of the kiosk is an unoccupied customer restroom of which transparency would be a problem thus none is proposed.

Compliance with “PERMITTED GROUND STORY MATERIALS”:

The wall materials proposed for the kiosk exterior walls and fuel canopy column cladding is a composite cementous/fiber composite siding to match the same material highlighting the entrance and accent walls of the

exterior of the Mariano's Grocery store. This is a much-increased quality material providing longevity, durability and color retention. We offer that this material exceeds the intent of the BUILDING DESIGN STANDARDS in providing an exterior wall finish material of a considerably more human scale and aesthetically pleasing nature.

Project Timeline:

The proposed improvements related to the fuel center will take approximately 10 weeks to complete. Construction is schedule to commence in spring of 2021.

Operations:

Customers do not enter the fuel sales kiosk but complete transactions via a transaction window. Most transactions take place at the credit card readers at each fuel dispenser. There will be unisex single occupancy restrooms for the fuel customers. There are proposed to be limited outdoor selling, i.e. ice, soda vending, dry goods on the exterior of the transaction kiosk and limited sales of convenience items from within the kiosk. The fuel center is open to all the general public but does offer additional customer loyalty discounts for customers who shop at the store prior to fueling.

The Fuel Center is proposed to be open 24 hours. The site will be manned with a gas station attendant during grocery store hours: 6AM-10PM and unmanned the remainder of the time.

Regards,

Tim Kratz, P.E.
Project Manager – Agent for the Owner

CC:Dan Farrell– Mariano's Real Estate Manager (e-mail), Natalie Mouw – Mariano's Project Manager (e-mail)



Standards for Conditional Use – Des Plaines

1. The proposed conditional use is in fact a conditional use established within the specific zoning district involved;
Per 12-11-8.A, Planned Unit Developments (PUD) may establish a localized alternative sign regulation plan (LASR) for their property.
2. The proposed conditional use is in accordance with the objectives of the city’s comprehensive plan and this title;
The proposed LASR is in accordance with the objectives of the city’s comprehensive plan, as it is an extension of, and complimentary to, the existing sign plan.
3. The proposed conditional use is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity;
The proposed LASR serves as an extension of the existing sign plan. It minimizes changes to the existing signage plan, utilizing the same monument sign as the existing grocery store. The proposed canopy signage is of similar design to the existing store signs.
4. The proposed conditional use is not hazardous or disturbing to existing neighboring uses;
The proposed LASR is not hazardous or disturbing to existing neighboring uses.
5. The proposed conditional use is to be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or the persons or agencies responsible for the establishment of the proposed conditional use shall provide adequately any such services.
The proposed LASR does not create a burden on essential public facilities. Electric service will be provided through the existing grocery store.



6. The proposed conditional use does not create excessive additional requirements at public expense for public facilities and services and not be detrimental to the economic welfare of the community;
The proposed LASR does not create any burden on public facilities and will not be detrimental to economic welfare.
7. The proposed conditional use does not involve uses, activities, processes, materials, equipment and conditionals of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors;
The proposed LASR will not create excessive traffic, noise, smoke, fumes, glare, or odors.
8. The proposed conditional use provides vehicular access to the property designed that it does not create an interference with traffic on surrounding public thoroughfares.
The proposed LASR will not cause any interference with traffic.
9. The proposed conditional use does not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance; and
The proposed LASR does not result in the destruction or damage of any natural features, as the existing monument sign will be utilized.
10. The proposed conditional use complies with all additional regulations in this title specific to the conditional use requested.
The proposed LASR complies with all regulations found in 12-11-8: Localized Alternative Sign Regulations.



October 28, 2020

Standards for Planned Unit Developments

1. The extent to which the proposed plan is or is not consistent with the stated purpose of the planned unit development regulations set forth in subsection A of this section.

The proposed plan is consistent with the stated purposes set forth in subsection A. The addition of the fuel center is a creative and efficient use of land which capitalizes on the space offered by the under-utilized parking field, adding a complimentary use to the grocery store while preserving existing vegetation, topographic and geologic features. The fuel center is also able to tie into many existing site utilities and requires no new R.O.W. approaches, resulting in a more economic network of utilities and streets.
2. The extent to which the proposed plan meets the requirements and standards of the planned unit development regulations.

The proposed plan meets the requirements of standards of the planned unit development regulations, as it is under single ownership, and meets the minimum PUD size for its underlying zoning district.
3. The extent to which the proposed plan departs from the zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to, the density, dimension, area, bulk and use and the reasons why such departures are or are not deemed to be in the public interest.

The proposed plan departs from the zoning regulation by adding a second principal structure (fuel center) to the existing grocery store site, which is a complimentary use to the grocery store and benefit to the public interest.
4. The extent to which the physical design of the proposed plan does or does not make adequate provision for public services, provide adequate control over vehicular traffic, provide for and protect designated common open space, and further the amenities of light and air, recreation and visual enjoyment

The proposed development will utilize the existing parking lot and existing internal access drives with no additional approaches to the public right-of-way. Most customer trips come from the grocery store customers internal to the site.
5. The extent to which the relationship and compatibility of the proposed plan is beneficial or adverse to adjacent properties and neighborhood.

The proposed unit development is compatible with the adjacent properties as it only utilizes existing commercial property, does not alter any existing ROW approaches, and is not a burden on public or private utilities.
6. The extent to which the proposed plan is not desirable to the proposed plan to physical development, tax base and economic well-being of the entire community

The proposed development has minimal adverse impact on the physical development, tax base, and economic well-being of the community. It will be constructed within a fully developed parcel resulting in no land use impact. The fuel station will be complimentary to the store.

7. The extent to which the proposed plan is not in conformity with the recommendations of the comprehensive plan.

In lieu of a separate parcel for the fuel station, we are seeking a Planned Unit Development to allow for two principal structures on the same lot. We are also seeking to modify the existing LASR to include the proposed fuel center signs.

Regards,

Tim Kratz, P.E.
Project Manager – Agent for the Owner

CC:
Dan Farrell– Mariano’s Real Estate Manager (e-mail), Natalie Mouw – Mariano’s Project Manager (e-mail)

3025 Highland Parkway, Suite 850 | Downers Grove, IL 60515 | 312-756-7778 | sevansolutions.com



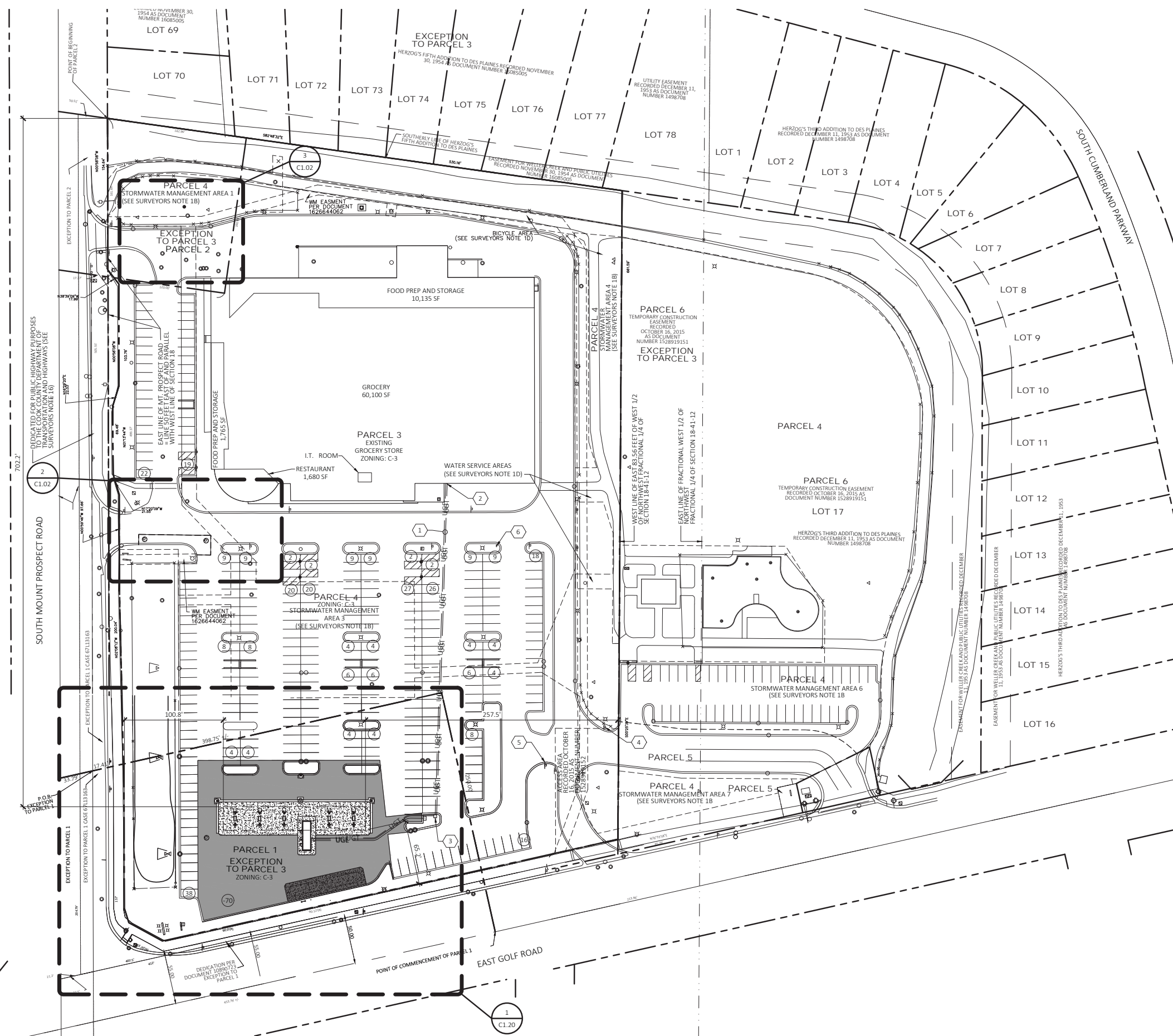
Map created on November 18, 2020.

© 2020 GIS Consortium and MGP Inc. All Rights Reserved.

The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

FILE NAME: \\shared\clients\boundy\supplements\inc\design\531-00541\COMPOSITE.C1.02.dwg LAST SAVED BY: Jamerson, Austin SAVED DATE: 10/16/2020 11:36 AM PLOTTED: 10/20/2020 4:02 PM



COMPOSITE SITE PLAN - CONSTRUCTION
SCALE: 1" = 50'-0"

- SCOPE OF WORK:**
- INSTALL COMMUNICATION CONDUITS FROM MARIANO'S STORE TO FUEL CENTER KIOSK. SAWCUT, REMOVE AND DISPOSE OF SITE PAVEMENT ONLY AS REQUIRED TO ALLOW FOR DIRECTIONAL BORING TO MARIANO'S STORE. REPLACE SIDEWALK, PAVED AND UNPAVED AREAS TO MATCH EXISTING ADJACENT SURFACES UNLESS NOTED OTHERWISE IN PLANS. REVIEW AND COORDINATE WITH THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING. SEE UTILITY PLAN, SHEET C1.40.
 - ROUTE COMMUNICATION CONDUITS UP EXTERIOR FACE OF MARIANO'S STORE AS REQUIRED TO PENETRATE WALL ABOVE FINISHED CEILING. PROVIDE AND INSTALL WEATHERPROOF JUNCTION BOXES AS REQUIRED BY CODE. PAINT ALL EXPOSED CONDUITS AND JUNCTION BOXES TO MATCH EXISTING ADJACENT SURFACES.
 - PROVIDE AND INSTALL 3'X3' PULL BOX IN LANDSCAPE AREA.
 - INSTALL W4-4ALP "TRAFFIC FROM LEFT DOES NOT STOP" UNDER EXISTING STOP SIGN.
 - INSTALL W4-4ARP "TRAFFIC FROM RIGHT DOES NOT STOP" UNDER EXISTING STOP SIGN.
 - INSTALL "TURN RIGHT FOR E. GOLF ROAD ACCESS" WAYFINDING SIGN.
- PARKING CALCULATIONS (DOES NOT INCLUDE BLACKHAWK PARK AND ASSOCIATED PARKING):**
TOTAL MARIANO'S STORE SQUARE FOOTAGE: 73,680 SF
- GROCERY TOTAL SQUARE FOOTAGE: 60,100 SF**
GROCERY PARKING REQUIREMENTS: 1 SPACE FOR EVERY 300 SQUARE FEET OF GROSS FLOOR AREA
GROCERY REQUIRED SPACES: 201 SPACES
- RESTAURANT TOTAL SQUARE FOOTAGE: 1,680 SF**
RESTAURANT PARKING REQUIREMENTS: 1 SPACE FOR EVERY 50 SF OF NET FLOOR AREA, OR 1 SPACE FOR EVERY 4 SEATS, WHICHEVER IS GREATER, PLUS 1 SPACE FOR EVERY 3 EMPLOYEES
RESTAURANT REQUIRED SPACES: 35 SPACES (3 EMPLOYEES)
- FOOD PREP AND STORAGE TOTAL SQUARE FOOTAGE: 11,900 SF**
FOOD PREP AND STORAGE REQUIREMENTS: N/A
FOOD PREP AND STORAGE REQUIRED SPACES: N/A
- FUEL STATION TOTAL SQUARE FOOTAGE: 265 SF**
FUEL STATION PUMPS: 5
FUEL STATION PARKING REQUIREMENTS: 2 SPACES PER PUMP, PLUS ONE SPACE FOR EVERY 200 SF OF ACCESSORY RETAIL.
FUEL STATION REQUIRED SPACES: 12
- TOTAL EXISTING SPACES: 407 SPACES**
TOTAL SPACES LOST: 70 SPACES
TOTAL PROVIDED SPACES: 337 SPACES
TOTAL REQUIRED SPACES: 248 SPACES

sevan ENGINEERING
Regional Office:
37704 Hills Tech Drive
Farmington Hills, MI 48331
734.367.4445 Telephone

Corporate Office:
3025 Highland Parkway, Suite 850
Downers Grove, IL 60515
info@sevan.com www.sevan.com

INTEGRITY | RESPECT | TEAMWORK | EXCELLENCE | CHARITY

REVISIONS		
NO.	DATE	DESCRIPTION
1	04.23.2020	MWRD
2	06.12.2020	PUD SUBMITTAL
3	10.20.2020	MWRD AND PUD

CONSULTANT

SEAL
TIMOTHY B. KRATZ
062.008956
10/27/2020

CUSTOMER

MARIANO'S

PROJECT DESCRIPTION

531-00541
RETAIL FUEL CENTER

PROJECT LOCATION

10 E. GOLF ROAD
DES PLAINES, IL 60016
(COOK COUNTY)

SHEET TITLE

COMPOSITE SITE PLAN
CONSTRUCTION

SHEET MANAGEMENT

PROJECT NO.: 531-00541
DATE: -
CAD FILE: C1.02.dwg
PROJECT MANAGER: T. KRATZ

THIS DOCUMENT IS AND SHALL REMAIN THE PROPERTY OF SEVAN ENGINEERING, INC. REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT THE EXPRESS WRITTEN PERMISSION OF SEVAN ENGINEERING, INC. IS PROHIBITED. (NOT PUBLISHED - ALL RIGHTS RESERVED) COPYRIGHT © SEVAN ENGINEERING, INC. 2020

SHEET NUMBER

C1.02

REVISIONS

NO.	DATE	DESCRIPTION
1	04.23.2020	MWRD
2	06.12.2020	PUD SUBMITTAL
3	10.20.2020	MWRD AND PUD

CONSULTANT

SEAL



CUSTOMER



PROJECT DESCRIPTION

531-00541
RETAIL FUEL CENTER

PROJECT LOCATION

10 E. GOLF ROAD
DES PLAINES, IL 60016

(COOK COUNTY)

SHEET TITLE

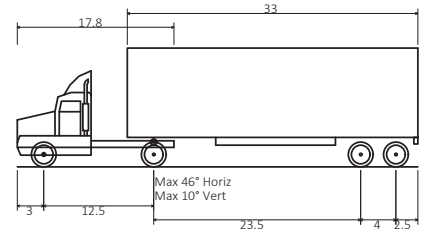
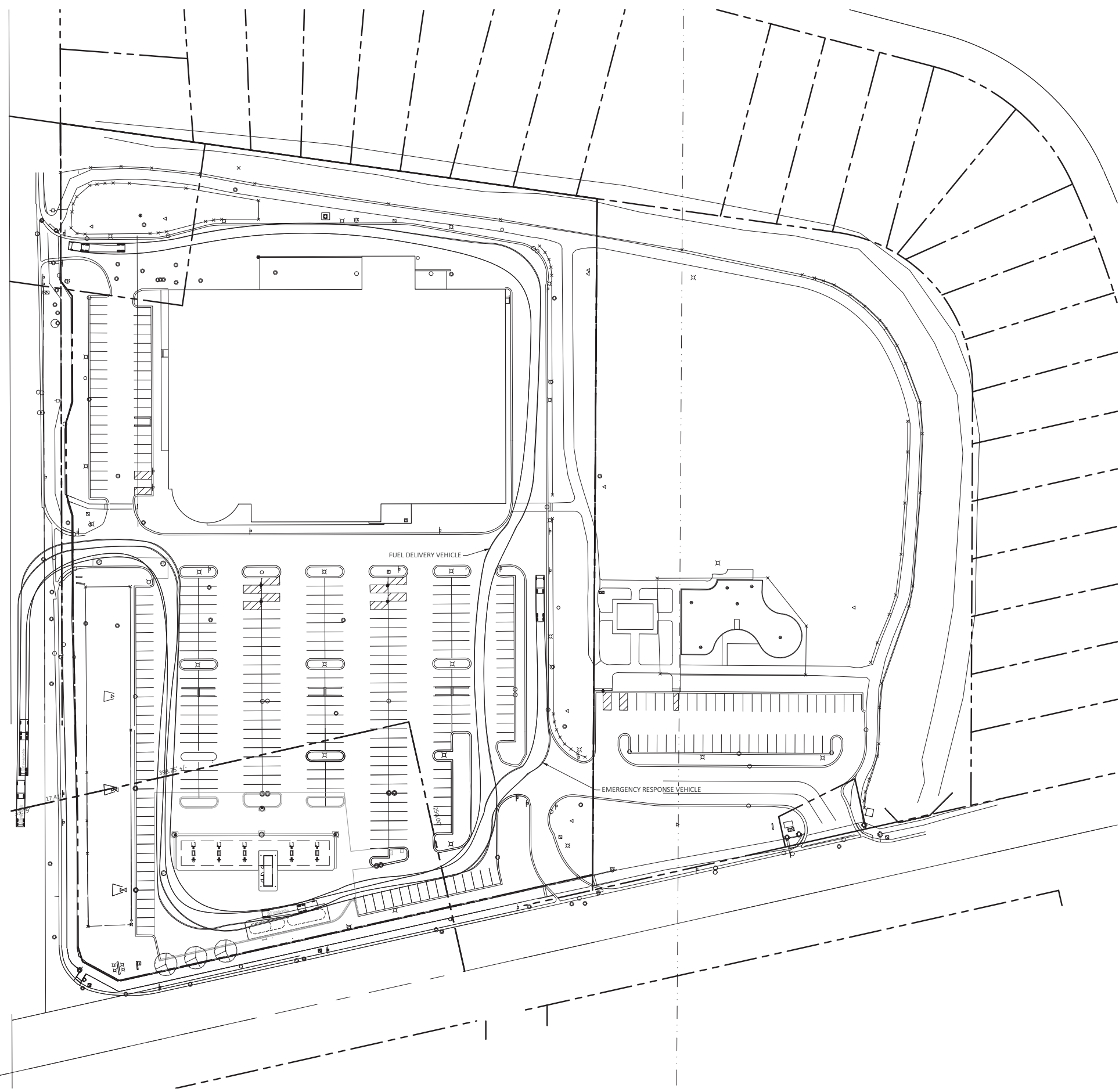
TRUCK TURN PLAN

SHEET MANAGEMENT

PROJECT NO.:	531-00541
DATE:	-
CAD FILE:	C1.03.dwg
PROJECT MANAGER:	T. KRATZ

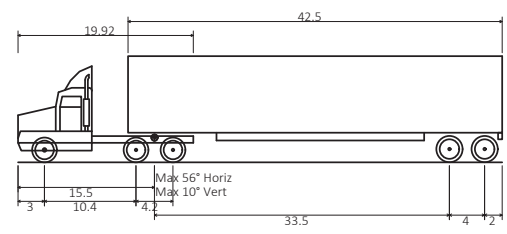
SHEET NUMBER

C1.03



WB-40 - Intermediate Semi-Trailer
Overall Length 45.499ft
Overall Width 8.000ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.334ft
Track Width 8.000ft
Lock-to-lock time 4.00s
Max Steering Angle (Virtual) 20.30°

EMERGENCY RESPONSE VEHICLE



WB-50 - Intermediate Semi-Trailer
Overall Length 55.000ft
Overall Width 8.500ft
Overall Body Height 12.052ft
Min Body Ground Clearance 1.334ft
Max Track Width 8.500ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 17.90°

FUEL DELIVERY VEHICLE

TRUCK TURN PLAN
SCALE: 1" = 50'-0"

FILE NAME: \\shared\clients\boundy\supermarkets\inc\Design\531-00541\A\Cad\book\CL1.03.dwg LAST SAVED BY: Jamerson, Austin SAVED DATE: 10/16/2020 11:36 AM PLOTTED: 10/20/2020 4:11 PM

REVISIONS

NO.	DATE	DESCRIPTION
1	04.23.2020	MWRD
2	06.12.2020	PUD SUBMITTAL
3	10.20.2020	MWRD AND PUD

- PROPOSED SITE IMPROVEMENTS:**
- DISPENSER CANOPY, CANOPY COLUMNS AND FOOTINGS.
 - TRANSACTION KIOSK.
 - U-SHAPED BOLLARD AT CANOPY COLUMNS.
 - KIOSK BOLLARD.
 - 20,000 GALLON DOUBLE-WALL UNDERGROUND STORAGE TANK (UNLEADED). FUEL TANKS TO BE STRAPPED UNDERGROUND TO PREVENT BUOYANCY.
 - 18,000 GALLON DOUBLE-WALL SPLIT UNDERGROUND STORAGE TANK 8,000 GALLONS PREMIUM/10,000 GALLONS DIESEL. FUEL TANKS TO BE STRAPPED UNDERGROUND TO PREVENT BUOYANCY.
 - TANK VENT RISER AND TANK OVERFLOW ALARM.
 - 3.00' X 5.00' DISPENSER ISLAND.
 - AUTOMOBILE MULTI-PRODUCT DISPENSER (3+1 GASOLINE/DIESEL) WITH CARD READER.
 - AIR TOWER, ALL ASSOCIATED EQUIPMENT AND UTILITIES REQUIRED TO PROVIDE PROPER SERVICE.
 - CONCRETE DISPENSER MAT.
 - CONCRETE TANK MAT. S
 - HEAVY DUTY BITUMINOUS PAVEMENT. SEE PAVING DETAILS 2D/CS.00.
 - CONCRETE CURB AND GUTTER. SEE DETAIL TYPE B-6.12 ON CITY OF DES PLAINES DETAIL SHEET 2 OF 2.
 - 10.0' X 70.0' LOADING ZONE.

CONSULTANT

SEAL



CUSTOMER



PROJECT DESCRIPTION

**531-00541
RETAIL FUEL CENTER**

PROJECT LOCATION

**10 E. GOLF ROAD
DES PLAINES, IL 60016**
(COOK COUNTY)

SHEET TITLE

**DIMENSION CONTROL
SITE PLAN**

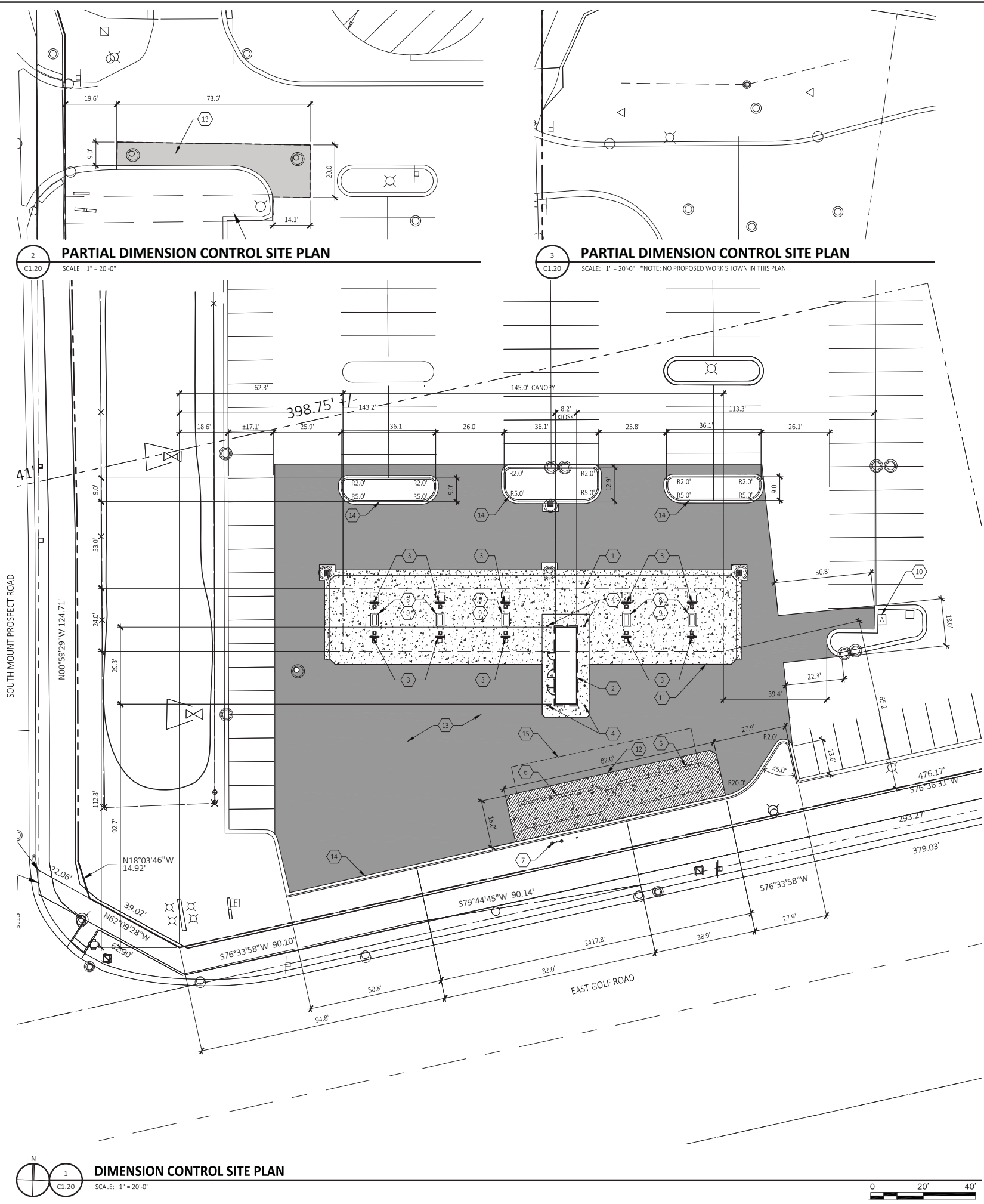
SHEET MANAGEMENT

PROJECT NO.:	531-00541
DATE:	-
CAD FILE:	-
PROJECT MANAGER:	T. KRATZ

THIS DOCUMENT IS AND SHALL REMAIN THE PROPERTY OF SEVAN ENGINEERING, INC. NO REPRODUCTION OR ALTERATION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF SEVAN ENGINEERING, INC. IS PROHIBITED. (NOT PUBLISHED - ALL RIGHTS RESERVED) COPYRIGHT BY SEVAN ENGINEERING, INC. 2020

SHEET NUMBER

C1.20



2 PARTIAL DIMENSION CONTROL SITE PLAN
SCALE: 1" = 20'-0"

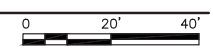
3 PARTIAL DIMENSION CONTROL SITE PLAN
SCALE: 1" = 20'-0" *NOTE: NO PROPOSED WORK SHOWN IN THIS PLAN

1 DIMENSION CONTROL SITE PLAN
SCALE: 1" = 20'-0"

STAKING NOTES:
CANOPY AND KIOSK ARE PARALLEL AND PERPENDICULAR TO THE WESTERN PROPERTY LINE.
PROPOSED PARKING TO ALIGN WITH EXISTING PARKING TO REMAIN.

NOTE:
UNDERGROUND STORAGE TANKS(UST) TO BE INSTALLED PER LOCATION SHOWN ON C1.20. REFER TO FUEL PIPING LAYOUT SHEET T1.0 FOR UST ORIENTATION, TANK TOP HARDWARE AND PIPING INSTALLATION.

- PAVING LEGEND:**
- HEAVY DUTY ASPHALT PAVEMENT
 - CONCRETE PAVEMENT TANK MAT
 - CONCRETE PAVEMENT DISPENSER MAT
 - LITE DUTY ASPHALT PAVEMENT (BIKE PATH BY OTHERS)



FILE NAME: \\shared\clients\boundy\supplements\inc\design\531-00541\A\cadd\c1.20.dwg LAST SAVED BY: Jamerson, Austin SAVED DATE: 10/16/2020 11:58 AM PLOTTED: 10/20/2020 4:14 PM

REVISIONS

NO.	DATE	DESCRIPTION
1	04.23.2020	MWRD
2	06.12.2020	PUD SUBMITTAL
3	10.20.2020	MWRD AND PUD

CONSULTANT

SEAL



CUSTOMER



PROJECT DESCRIPTION

531-00541
RETAIL FUEL CENTER

PROJECT LOCATION

10 E. GOLF ROAD
DES PLAINES, IL 60016

(COOK COUNTY)

SHEET TITLE

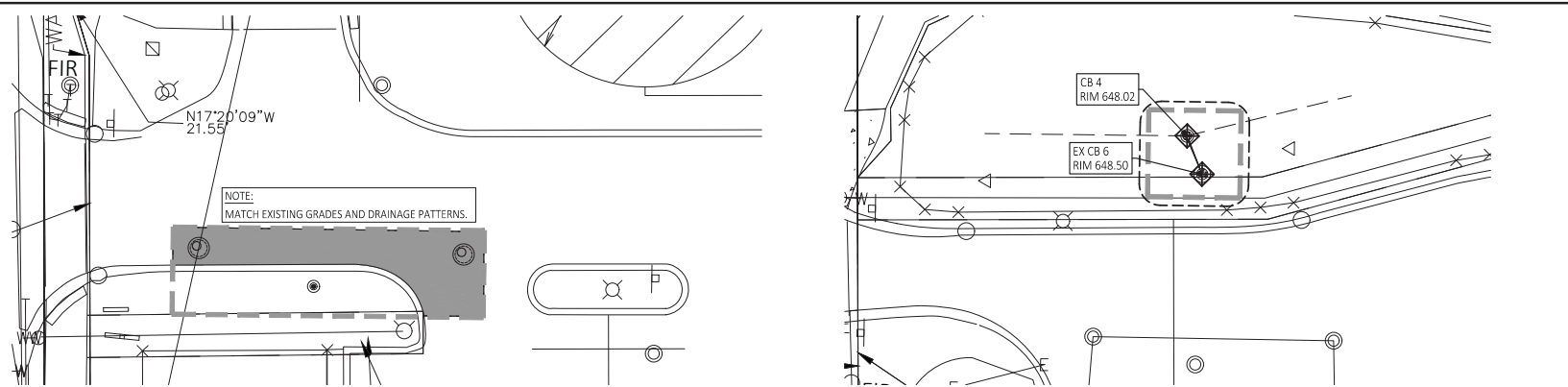
GRADING PLAN

SHEET MANAGEMENT

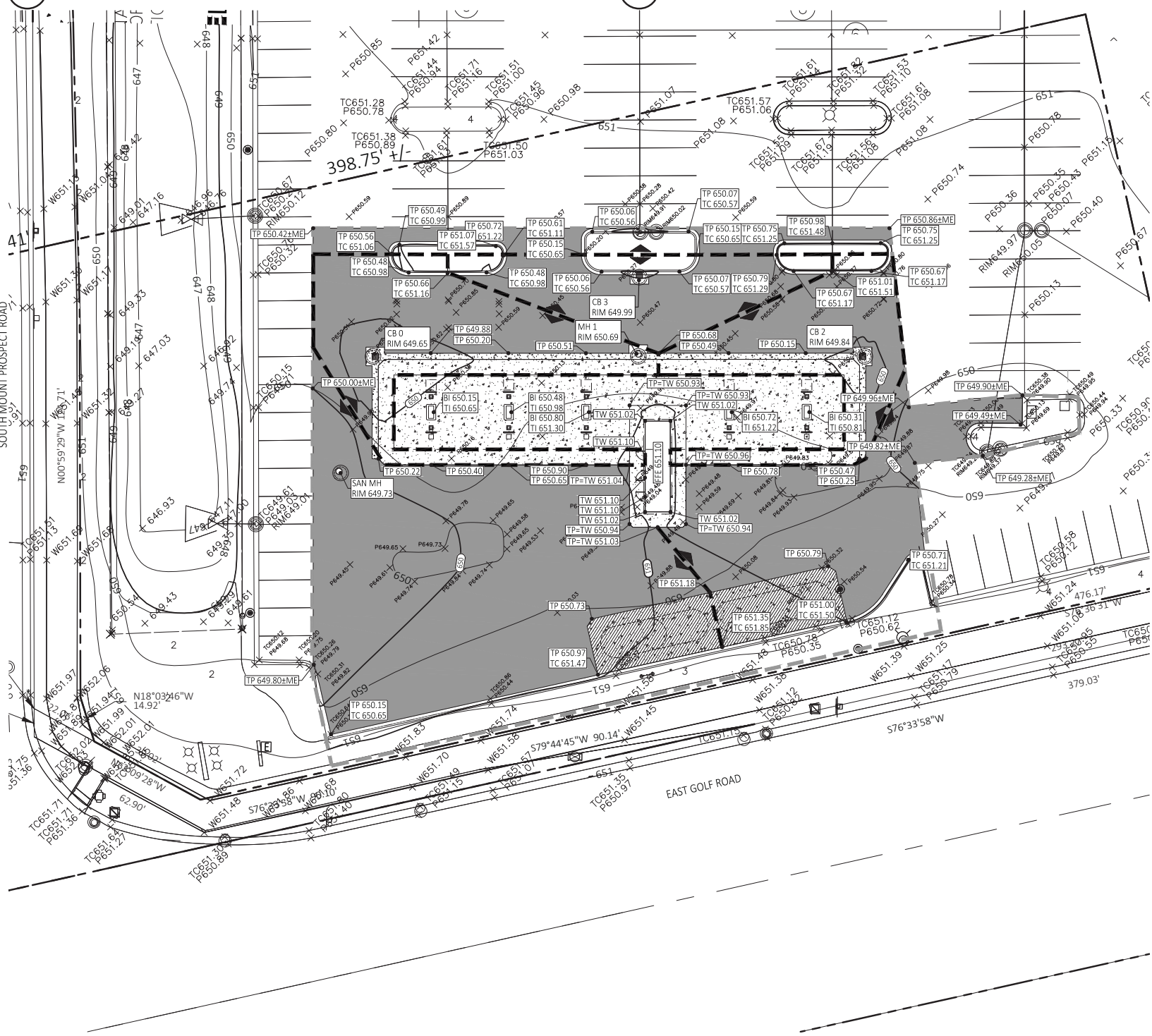
PROJECT NO.:	531-00541
DATE:	-
CAD FILE:	C1.30.dwg
PROJECT MANAGER:	T. KRATZ

SHEET NUMBER

C1.30



2 PARTIAL GRADING PLAN SCALE: 1" = 20'-0"
3 PARTIAL GRADING PLAN SCALE: 1" = 20'-0"



GRADING PLAN SCALE: 1" = 20'-0"

BENCHMARKS:
SOURCE BENCHMARK: NAVD GEOID 03
CITY OF DES PLAINES BENCHMARK #29 MONUMENT SET IN CONCRETE AT THE N. SIDE OF GOLD ROAD. AT WELLER CREEK 15' NORTH OF E/P OF GOLF, 15' EAST OF THE EAST ENTRANCE TO BLACKHAWK PARK. ELEVATION = 649.355 (NAVD 88)

SITE BENCHMARK #100
ARROW BOLT ON FIRE HYDRANT LOCATED ON THE NORTH SIDE OF GOLD ROAD ± 350 FEET EAST OF THE INTERSECTION OF S. MOUNT PROSPECT ROAD AND GOLF ROAD. ELEVATION = 653.81 (NAVD 88)

SITE BENCHMARK #101
ARROW BOLT ON FIRE HYDRANT LOCATED ON THE EAST SIDE OF S. MOUNT PROSPECT ROAD ± 390 FEET NORTH OF THE INTERSECTION OF GOLF ROAD AND S. MOUNT PROSPECT ROAD. ELEVATION = 653.65

SITE BENCHMARK #102
ARROW BOLT ON FIRE HYDRANT LOCATED ON THE NORTHEAST CORNER AT THE INTERSECTION OF GOLF ROAD AND S. MOUNT PROSPECT ROAD. ELEVATION = 655.20 (NAVD 88)

GRADING NOTES:

- REFER TO C1.11 FOR EROSION CONTROL NOTES AND DETAILS
- VERIFY REQUIRED SPOT ELEVATIONS/GRADING IN THE VICINITY OF THE BUILDING WITH THE ARCHITECTURAL PLANS.
- ALL MATERIALS AND CONSTRUCTION METHODS SHALL BE IN CONFORMANCE WITH THE DRAWINGS AND PROJECT MANUAL, AND WITH LOCAL JURISDICTIONAL AUTHORITY STANDARDS AND SPECIFICATIONS.
- ALL PROPOSED SPOT ELEVATIONS IN PAVED AREAS ARE TO TOP OF PAVEMENT UNLESS NOTED OTHERWISE.
- THE PROJECT SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AT ALL TIMES, ENSURING NO AREAS OF STANDING WATER.
- THE GENERAL CONTRACTOR SHALL, AT HIS OR HER EXPENSE, RESTORE ANY AND ALL STRUCTURES, PIPE, UTILITY, PAVEMENT, CURB, SIDEWALK, LANDSCAPED AREA, ETC. DISTURBED WITHIN THE SITE AND/OR ADJOINING PROPERTIES DURING DEMOLITION OR CONSTRUCTION. SUCH FACILITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION OR BETTER, TO THE SATISFACTION OF THE AFFECTED OWNER(S).
- UNDERDRAINS MAY BE ADDED, IF DETERMINED NECESSARY BY THE GENERAL CONTRACTOR AND AUTHORIZED BY THE OWNER'S REPRESENTATIVE, AFTER SUBGRADE IS ROUGH GRADED.
- UNLESS OTHERWISE EXPRESSLY INDICATED HEREON, FINISHED GRADES ARE TO MATCH ADJACENT EXISTING GRADES.
- THE GENERAL CONTRACTOR SHALL PRESERVE EXISTING VEGETATION WHERE POSSIBLE AND/OR AS NOTED ON DRAWINGS. SEE SESC PLAN ON SHEET C1.11 FOR LIMIT OF DISTURBANCE. PROTECT EXISTING TREES TO REMAIN WITH TEMPORARY FENCING PLACED AT THE DRIP LINE. NO GROUND DISTURBANCE OR STORAGE OF MATERIAL SHALL OCCUR WITHIN THE DRIP LINE LIMITS, UNLESS HEREON EXPRESSLY INDICATED OTHERWISE.
- ALL EXCAVATION IS CONSIDERED UNCLASSIFIED AND THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL MEANS, METHODS AND MATERIALS OF CONSTRUCTION TO COMPLETE THE CONSTRUCTION PER THE DRAWINGS AND PROJECT MANUAL. ADDITIONALLY, THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE OFF-SITE DISPOSAL OF EXCESS OR UNSUITABLE MATERIAL, AS WELL AS THE IMPORTATION OF ANY BORROW MATERIAL NECESSARY TO COMPLETE THE PROJECT.

FUEL GRADING DESIGN STANDARDS:

- PROVIDE POSITIVE DRAINAGE AWAY FROM FUEL CENTER CONCRETE PAD(S), PER GRADING/SECTION DRAWINGS. 3%-3% SLOPE IS TYPICAL WITH A MAXIMUM SLOPE OF 5%. UNLESS EXPRESSLY AUTHORIZED BY THE OWNER'S REPRESENTATIVE, SURFACE WATER SHALL NOT DRAIN THROUGH THE FUEL/CANOPY AREAS.
- PROVIDE MAXIMUM OF 2% SLOPES/GRADES ACROSS FUEL CENTER CONCRETE PADS (UNDER CANOPY AREA), WHILE MAINTAINING POSITIVE DRAINAGE AWAY FROM THE FUEL CENTER KIOSK AND DISPENSER ISLANDS. GRADES AT TANK PAD SHALL NOT EXCEED 3% SLOPE.
- SPECIAL ATTENTION IS REQUIRED AT THE DOORWAY OF THE KIOSK. IN GENERAL, THE KIOSK FINISH FLOOR IS TO BE 1" HIGHER THAN THE SURROUNDING EXTERIOR GRADE. SLOPE DRIVEWAY PAVING TO MEET THE FINISH FLOOR GRADE AT ANY DOORWAY AND COORDINATE WITH FUEL CENTER CONTRACTOR. ADA GUIDELINES MUST BE VERIFIED FOR DOOR ENTRANCES AND FOR THE CUSTOMER SERVICE DRAWER AT THE KIOSK WINDOW.

SITE SPECIFIC GRADING GENERAL NOTES:

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF ANY EXISTING SITE IMPROVEMENTS THAT MAY BE DISTURBED DURING CONSTRUCTION. THIS SHALL INCLUDE, AND IS NOT NECESSARILY LIMITED TO:

- EXISTING CURB THAT MAY BE DISTURBED DURING INSTALLATION OF VENT STANDS, AIR STANDS, ETC.
- EXISTING ASPHALT THAT MAY BE DISTURBED DURING TANK INSTALLATION.
- EXISTING LANDSCAPING.
- EXISTING LIGHT STANDARD(S) AND WIRING.

GRADING LEGEND:

TG GUTTER GRADE
TC TOP OF CURB
BW FINISHED GRADE AT WALL
FG FINISHED GRADE
FL DITCH FLOW LINE
BI PUMP ISLAND BOTTOM
TI PUMP ISLAND TOP
TP TOP OF PAVEMENT
RIM UNDERGROUND STRUCTURE RIM
TW TOP OF WALK
FFE FINISHED FLOOR ELEVATION
ME MATCH EXISTING
2.0% PROPOSED SLOPE

PAVING LEGEND:

ASPHALT PAVEMENT.
CONCRETE PAVEMENT TANK MAT.
CONCRETE PAVEMENT DISPENSER MAT.

NOTES:
GENERAL CONTRACTOR SHALL REVIEW GRADES AT DISPENSER ISLANDS PRIOR TO CONSTRUCTION TO ENSURE TOP OF ISLAND TO BOTTOM OF ISLAND RELATIONSHIP WILL MATCH GALLOWAY DETAILS ON T-DRAWINGS.

FILE NAME: \\S:\Shared\Clients\Roundy's Supermarkets\inc\Design\531-00541\Grading\Grading Plan.dwg LAST SAVED BY: Jamerson, Austin SAVED DATE: 10/19/2020 9:40:AM PLOTTED: 10/20/2020 1:30 PM

REVISIONS

NO.	DATE	DESCRIPTION
1	04.23.2020	MWRD
2	06.12.2020	PUD SUBMITTAL
3	10.20.2020	MWRD AND PUD

CONSULTANT



CUSTOMER



PROJECT DESCRIPTION

531-00541
RETAIL FUEL CENTER

PROJECT LOCATION

10 E. GOLF ROAD
DES PLAINES, IL 60016

(COOK COUNTY)

SHEET TITLE

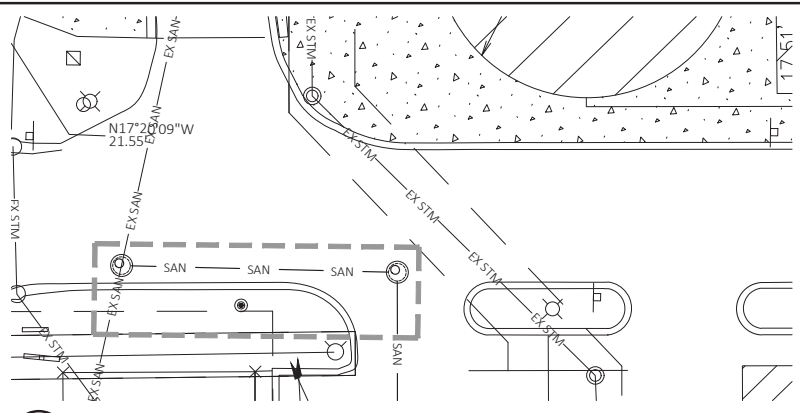
STORMWATER
MANAGEMENT PLAN

SHEET MANAGEMENT

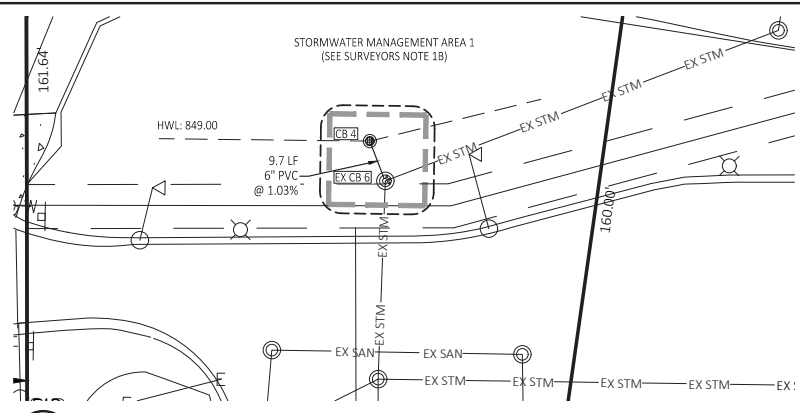
PROJECT NO.: 531-00541
DATE: -
CAD FILE: C.1.31.dwg
PROJECT MANAGER: T. KRATZ

SHEET NUMBER

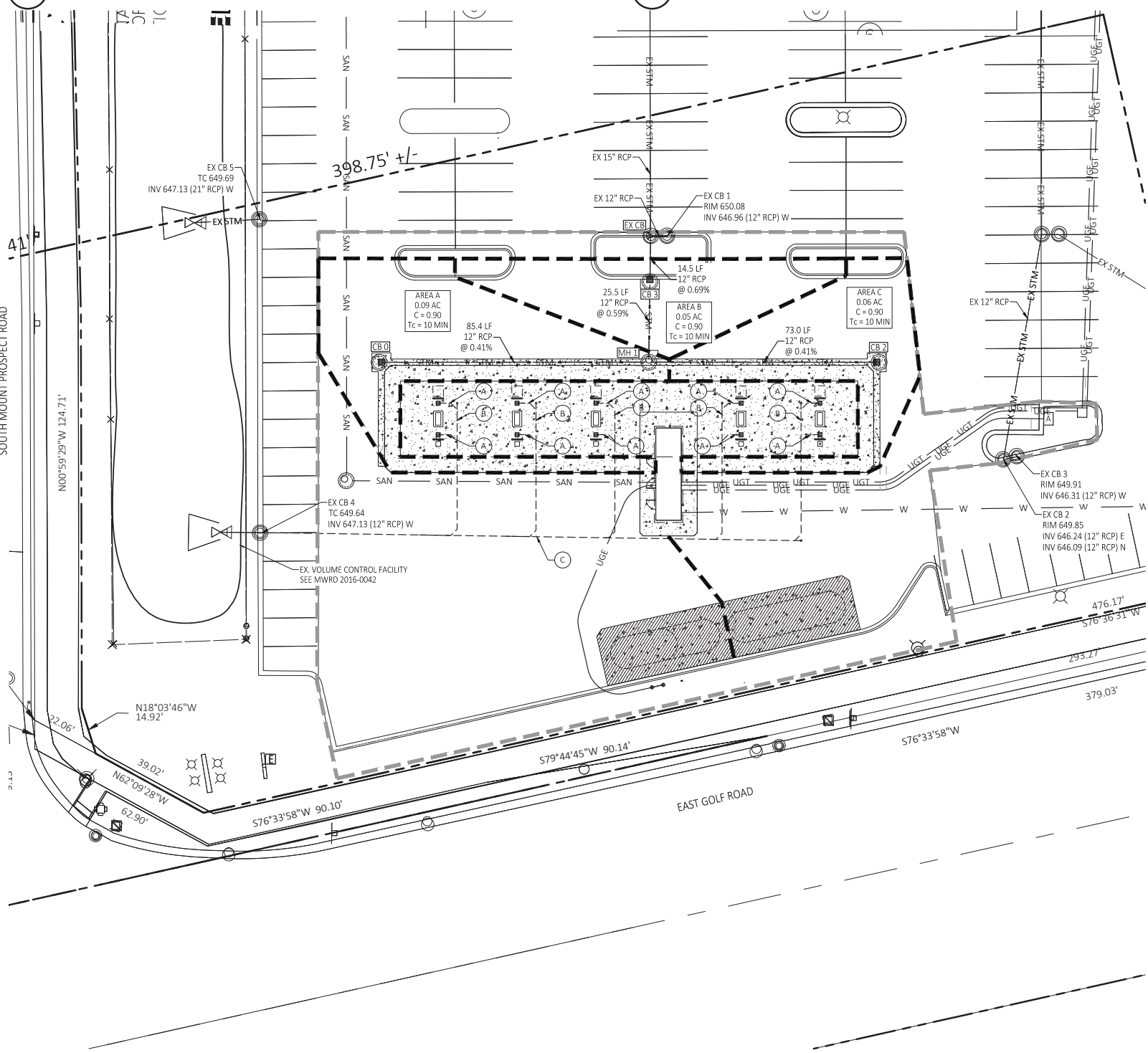
C1.31



2 PARTIAL STORM WATER MANAGEMENT PLAN
SCALE: 1" = 20'-0" *NOTE: NO PROPOSED WORK SHOWN IN THIS PLAN



3 PARTIAL STORM WATER MANAGEMENT PLAN
SCALE: 1" = 20'-0"



1 STORM WATER MANAGEMENT PLAN
SCALE: 1" = 20'-0"

- LEGEND:**
- PROPOSED STRUCTURES:**
- Storm Manhole
 - Catch Basin
 - Yard Basin
 - Flared End Section
 - Sanitary Manhole
 - Sanitary Cleanout
 - Transformer
 - Light Pole
 - Water Valve
 - Fire Hydrant
 - Fuel Vent
 - Air Tower
- LINE TYPES:**
- STM - Storm Sewer
 - Roof Drain
 - SAN - Sanitary Sewer
 - W - Water Main/Service
 - UGE - Electric Service
 - UGT - Telephone Service
 - OH - Overhead Utilities

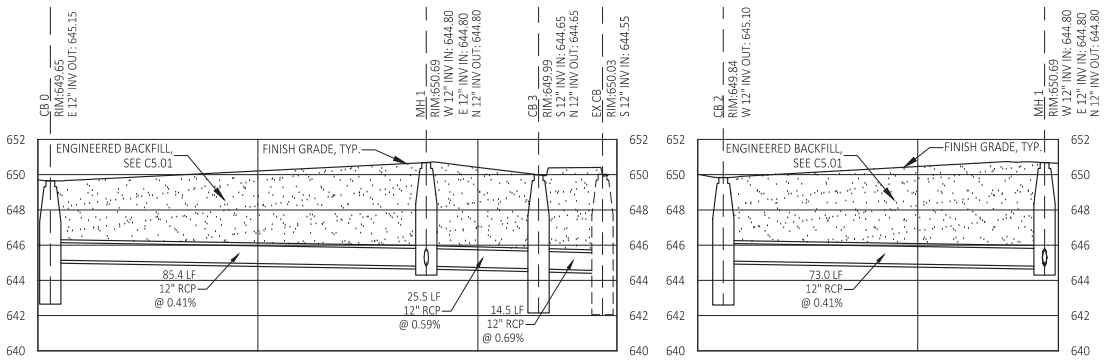
- EXISTING STRUCTURES**
- BOLLARD (BOL)
 - GAS VALVE (GV)
 - HANDHOLE (HH)
 - TRAFFIC SIGNAL BOX (TSB)
 - TRAFFIC SIGNAL (TS)
 - LIGHT (LHT)
 - GROUND LIGHT (GLHT)
 - POWER POLE (PP)
 - GUY WIRE (GW)
 - CABLE PEDESTAL (PEDC)
 - ELECTRIC PEDESTAL (PEDE)
 - TELEPHONE PEDESTAL (PEDT)
 - TRANSFORMER
 - SIGN
 - MAILBOX (MB)
 - CHORD BEARING
 - CHAIN LINK FENCE
 - ELECTRIC METER
 - GAS METER
 - ARC LENGTH
 - RADIUS
 - RECORD
 - SET IRON ROD
 - SET CUT CROSS
 - BOUNDARY LINE
 - EASEMENT LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - SECTION LINE
- EXISTING UTILITIES:**
- EX SAN - SANITARY SEWER
 - EX STM - STORM SEWER
 - EX W - WATER MAIN
 - EX E - ELECTRIC LINE
 - EX T - TELEPHONE LINE
 - EX OH - OVERHEAD WIRE
 - EX M - MANHOLE (STM/SAN)
 - EX CB - CATCH BASIN (CB)
 - EX IN - INLET (IN)
 - EX V - VALVE VAULT (VV)
 - EX VB - VALVE BOX (VB)
 - EX BB - BUFFALO BOX (BB)
 - EX FH - FIRE HYDRANT (FH)
 - EX AV - AUXILIARY VALVE (AV)
 - EX CO - CLEANOUT (CO)
 - (HMA) HOT MIX ASPHALT
 - (CONC) CONCRETE (CONC)
 - BUILDING
 - DEPRESSED CURB

STRUCTURE TABLE

NAME:	DETAILS:	DESCRIPTION:	N	E
CB 0	RIM = 649.65 12" E INV OUT = 645.15	4.0' DIA PRECAST CONCRETE CATCH BASIN WITH REMOVABLE HOOD	1960857.4	1096347.9
CB 2	RIM = 649.84 12" W INV OUT = 645.10	4.0' DIA PRECAST CONCRETE CATCH BASIN WITH REMOVABLE HOOD	1960859.8	1096506.4
CB 3	RIM = 649.99 12" S INV IN = 644.65 12" N INV OUT = 644.65	4.0' DIA PRECAST CONCRETE CATCH BASIN	1960884.2	1096433.4
CB 4	RIM = 649.00 6" W INV IN = 644.17 6" S INV OUT = 647.00	4.0' DIA PRECAST CONCRETE CATCH BASIN	1961462.9	1096306.3
EX CB	RIM = 650.03 12" S INV IN = 644.55	EX. CATCH BASIN REPAIR AS REQUIRED	1960898.8	1096433.4
EX CB 6	RIM = 648.50 6" N INV IN = 646.90 24" S INV IN = 641.10 54" E INV OUT = 641.10	EX. CATCH BASIN REPAIR AS REQUIRED CHANGE RIM TO SOLID MH COVER CAP EXISTING UNDERDRAIN INV	1961453.9	1096309.9
MH 1	RIM = 650.69 12" W INV IN = 644.80 12" E INV IN = 644.80 12" N INV OUT = 644.80	4.0' DIA PRECAST CONCRETE MANHOLE	1960858.7	1096433.4

STORM STRUCTURE TABLE

- STORM STRUCTURE NOTES:**
- ALL STORM STRUCTURES TO BE INSTALLED IN ACCORDANCE WITH VILLAGE OF DES PLAINES STANDARDS AND DETAILS UNLESS NOTED OTHERWISE.
 - PROVIDE INLET FILTERS ON ALL PROPOSED INLETS. FILTER SHALL BE REGULARLY MAINTAINED AND REMAIN IN PLACE UNTIL FINAL GRADES HAVE BEEN ESTABLISHED. REFER TO SHEET C1.11.
 - NORTHING AND EASTING PER COORDINATE SYSTEM PROVIDED AS PER DESIGN SURVEY REFERENCE .DWG FILE.
- ROOF DRAIN SCOPE OF WORK:**
- 4" ROOF CONDUCTOR. SEE DETAIL 9/C5.00.
 - 207.0 LF 6" SDR 23.5 PVC AT 0.50% MIN SLOPE.
 - 170.0 LF 8" SDR 23.5 PVC AT 0.50% MIN SLOPE.



STORM WATER MANAGEMENT PROFILES

HORIZONTAL SCALE: 1" = 20'-0"
VERTICAL SCALE: 1" = 5'-0"

FILE NAME: Y:\Shared\Clients\Roundy's Supermarkets\inc\Design\531-00541\K\ConDoc\C1.31.dwg LAST SAVED BY: Jamerson, Austin SAVED DATE: 10/19/2020 9:53 AM PLOTTED: 10/20/2020 4:32 PM

REVISIONS

NO.	DATE	DESCRIPTION
1	04.23.2020	MWRD
2	06.12.2020	PUD SUBMITTAL
3	10.20.2020	MWRD AND PUD

CONSULTANT



SEAL

TIMOTHY B. KRATZ
10/27/2020

CUSTOMER



PROJECT DESCRIPTION

531-00541
RETAIL FUEL CENTER

PROJECT LOCATION

10 E. GOLF ROAD
DES PLAINES, IL 60016
(COOK COUNTY)

SHEET TITLE

MWRD
DRAINAGE EXHIBIT

SHEET MANAGEMENT

PROJECT NO.: 531-00541
DATE: -
CAD FILE: C1.33.dwg
PROJECT MANAGER: T. KRATZ

THIS DOCUMENT IS AND SHALL REMAIN THE PROPERTY OF SEVAN ENGINEERING, INC. NO REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF SEVAN ENGINEERING, INC. IS PERMITTED. (NOT FOR PUBLIC RELEASE) COPYRIGHT © SEVAN ENGINEERING, INC. 2020

SHEET NUMBER

C1.32

SUMMARY OF STORMWATER MANAGEMENT (DETENTION AND VOLUME CONTROL PROVIDED)

TOTAL VOLUME CONTROL STORAGE REQUIRED = 29,403 CF
TOTAL VOLUME CONTROL STORAGE PROVIDED = 29,872 CF

DETENTION VOLUME REQUIRED = 5.30 AC-FT
DETENTION VOLUME PROVIDED AT SURFACE = 3.02 AC-FT
DETENTION VOLUME PROVIDED IN STORMTRAP SYSTEM = 2.48 AC-FT
TOTAL DETENTION VOLUME PROVIDED = 5.50 AC-FT

HIGH WATER ELEVATION = 649.0

EXISTING COMPOSITE CN = 86
PROPOSED COMPOSITE CN = 86

NO CHANGES TO EXISTING DETENTION REQUIRED

TOTAL FLOW-THROUGH AREA = 0.20± AC

EXISTING EMERGENCY OVERLAND FLOOD PATHWAY TO REMAIN. NO PROPOSED CHANGE

EXISTING STORMWATER MANAGEMENT AREA NC

STORAGE IN AREA BELOW UD (AT 100%) = 171 CF
STORAGE IN AREA ABOVE UD (AT 50%) = 428 CF
STORAGE IN SOIL MIX ABOVE UD (AT 50%) = 989 CF
VOLUME ABOVE GROUND (AT 100%) = 1,701 CF
TOTAL VOLUME CONTROL STORAGE PROVIDED = 3,288 CF
DETENTION VOLUME PROVIDED = 0.52 AC-FT
HIGH WATER ELEVATION = 649.0

EXISTING STORMWATER MANAGEMENT AREA NE

STORAGE IN AREA BELOW UD (AT 100%) = 102 CF
STORAGE IN AREA ABOVE UD (AT 50%) = 256 CF
STORAGE IN SOIL MIX ABOVE UD (AT 50%) = 644 CF
VOLUME ABOVE GROUND (AT 100%) = 642 CF
TOTAL VOLUME CONTROL STORAGE PROVIDED = 1,644 CF
DETENTION VOLUME PROVIDED = 1.86 AC-FT
HIGH WATER ELEVATION = 649.0

EXISTING STORMWATER MANAGEMENT AREA PARKING LOT

DETENTION VOLUME PROVIDED = 0.16 AC-FT
HIGH WATER ELEVATION (HWL) = 649.00
VOLUME CONTROL STORAGE PROVIDED = 0 CF

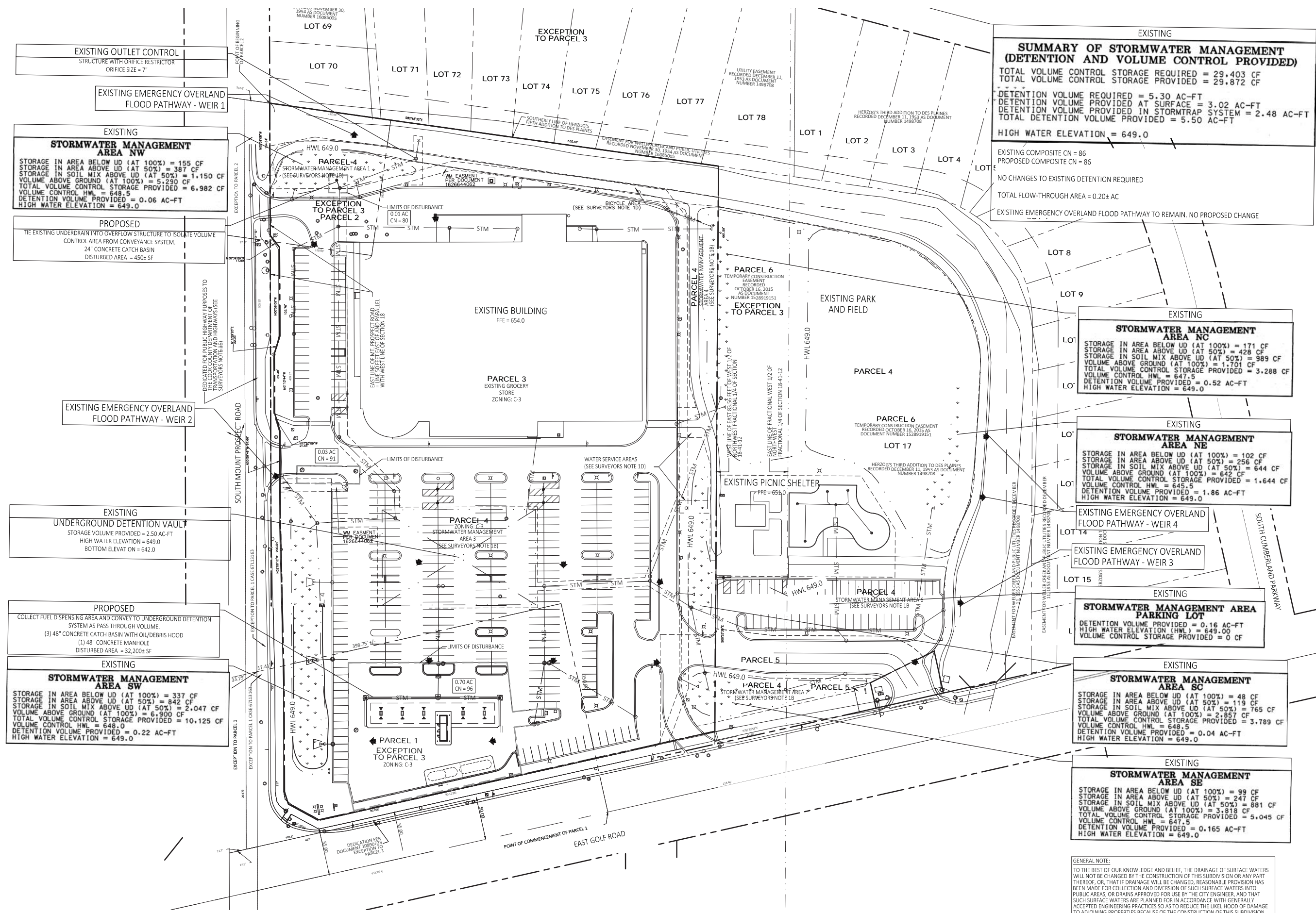
EXISTING STORMWATER MANAGEMENT AREA SC

STORAGE IN AREA BELOW UD (AT 100%) = 48 CF
STORAGE IN AREA ABOVE UD (AT 50%) = 247 CF
STORAGE IN SOIL MIX ABOVE UD (AT 50%) = 765 CF
VOLUME ABOVE GROUND (AT 100%) = 2,857 CF
TOTAL VOLUME CONTROL STORAGE PROVIDED = 3,789 CF
DETENTION VOLUME PROVIDED = 0.04 AC-FT
HIGH WATER ELEVATION = 649.0

EXISTING STORMWATER MANAGEMENT AREA SE

STORAGE IN AREA BELOW UD (AT 100%) = 99 CF
STORAGE IN AREA ABOVE UD (AT 50%) = 247 CF
STORAGE IN SOIL MIX ABOVE UD (AT 50%) = 881 CF
VOLUME ABOVE GROUND (AT 100%) = 3,818 CF
TOTAL VOLUME CONTROL STORAGE PROVIDED = 5,045 CF
DETENTION VOLUME PROVIDED = 0.165 AC-FT
HIGH WATER ELEVATION = 649.0

GENERAL NOTE:
TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS APPROVED FOR USE BY THE CITY ENGINEER, AND THAT SUCH SURFACE WATERS ARE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTIES BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.



EXISTING OUTLET CONTROL
STRUCTURE WITH ORIFICE RESTRICTOR
ORIFICE SIZE = 7"

EXISTING EMERGENCY OVERLAND FLOOD PATHWAY - WEIR 1

EXISTING STORMWATER MANAGEMENT AREA NW

STORAGE IN AREA BELOW UD (AT 100%) = 155 CF
STORAGE IN AREA ABOVE UD (AT 50%) = 387 CF
STORAGE IN SOIL MIX ABOVE UD (AT 50%) = 1,150 CF
VOLUME ABOVE GROUND (AT 100%) = 5,290 CF
TOTAL VOLUME CONTROL STORAGE PROVIDED = 6,982 CF
DETENTION VOLUME PROVIDED = 0.06 AC-FT
HIGH WATER ELEVATION = 649.0

PROPOSED

TIE EXISTING UNDERDRAIN INTO OVERFLOW STRUCTURE TO ISOLATE VOLUME CONTROL AREA FROM CONVEYANCE SYSTEM.
24" CONCRETE CATCH BASIN
DISTURBED AREA = 450± SF

EXISTING EMERGENCY OVERLAND FLOOD PATHWAY - WEIR 2

EXISTING UNDERGROUND DETENTION VAULT

STORAGE VOLUME PROVIDED = 2.50 AC-FT
HIGH WATER ELEVATION = 649.0
BOTTOM ELEVATION = 642.0

PROPOSED

COLLECT FUEL DISPENSING AREA AND CONVEY TO UNDERGROUND DETENTION SYSTEM AS PASS THROUGH VOLUME
(3) 48" CONCRETE CATCH BASIN WITH OIL/DEBRIS HOOD
(1) 48" CONCRETE MANHOLE
DISTURBED AREA = 32,200± SF

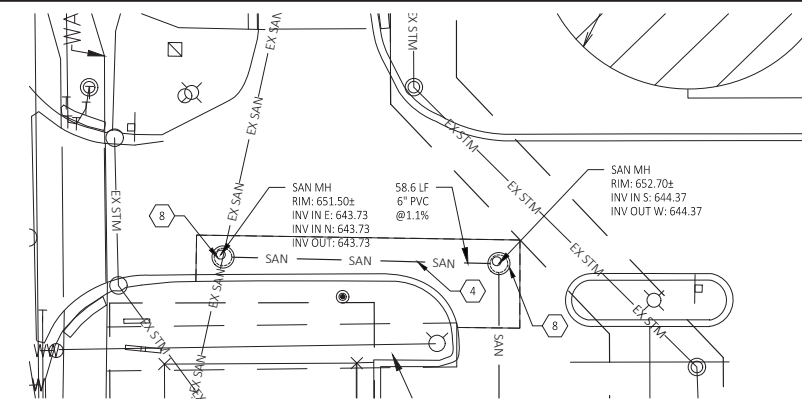
EXISTING STORMWATER MANAGEMENT AREA SW

STORAGE IN AREA BELOW UD (AT 100%) = 337 CF
STORAGE IN AREA ABOVE UD (AT 50%) = 842 CF
STORAGE IN SOIL MIX ABOVE UD (AT 50%) = 2,047 CF
VOLUME ABOVE GROUND (AT 100%) = 6,900 CF
TOTAL VOLUME CONTROL STORAGE PROVIDED = 10,125 CF
DETENTION VOLUME PROVIDED = 0.22 AC-FT
HIGH WATER ELEVATION = 649.0

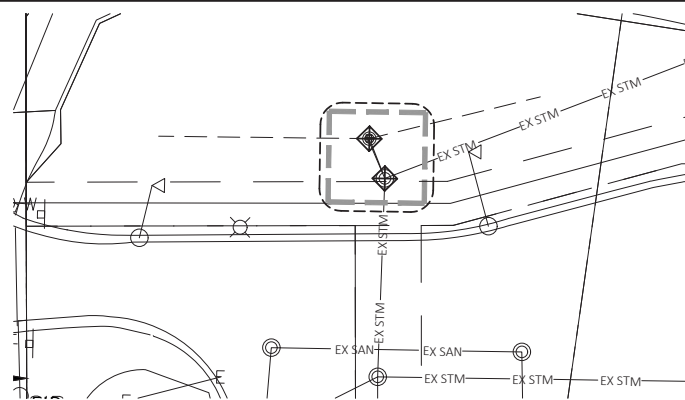
STORMWATER MANAGEMENT PLAN - COMPOSITE SITE
SCALE: 1" = 50'-0"

FILE NAME: \\S:\shared\Clients\Boumby's Supermarkets, Inc\Design\531-00541\A\COOK\DWG\C1.32_MWRD Drainage Exhibit.dwg LAST SAVED BY: Jamerson, Justin LAST SAVED DATE: 10/19/2020 10:59 AM PLOTTED: 10/20/2020 4:33 PM

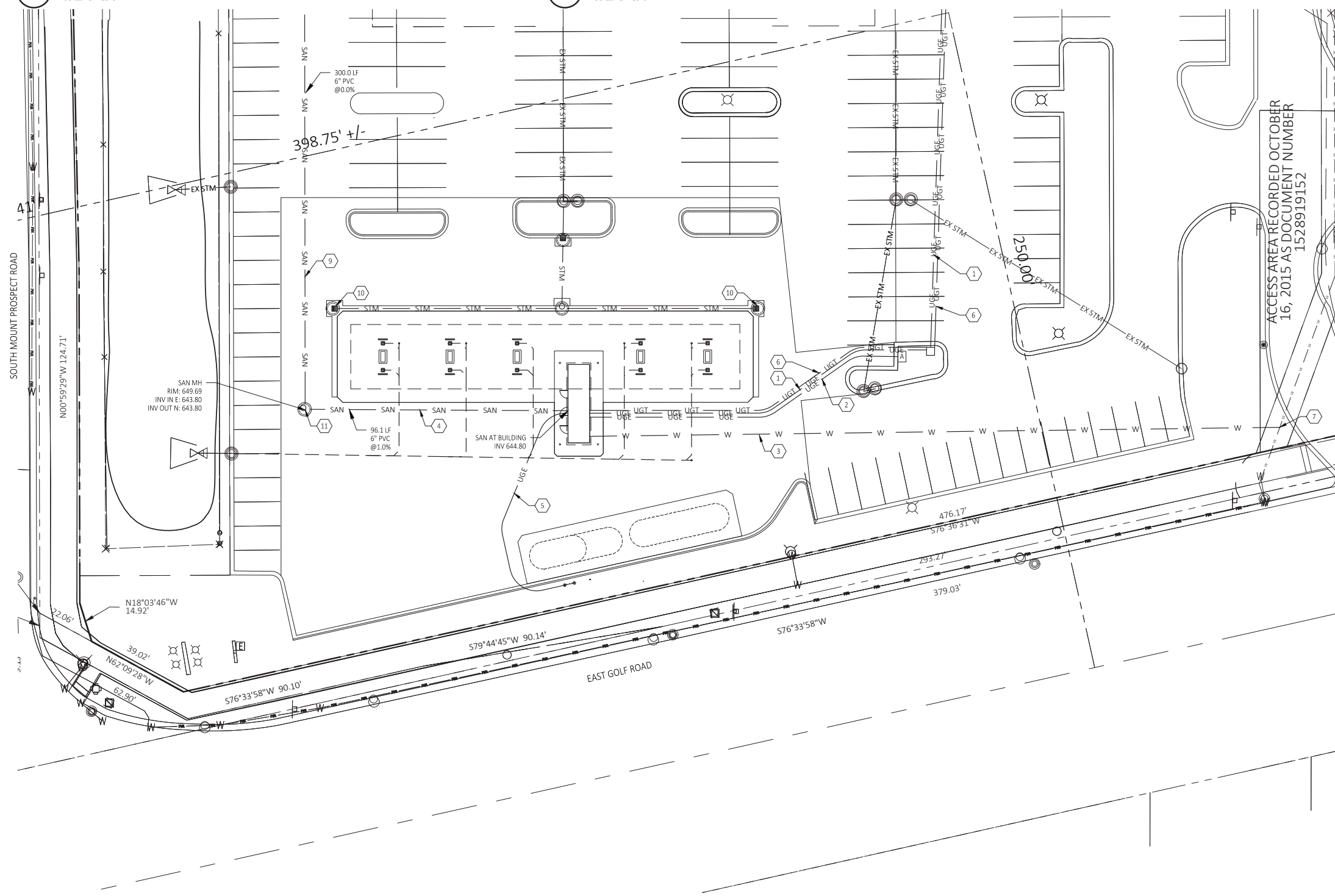
FILE NAME: \\shared\clients\boundy's Supermarkets Inc\Design\531-00541\A\CDoc\CL1.40.dwg LAST SAVED BY: Jamerson, Austin SAVED DATE: 10/29/2020 9:46:AM PLOTTED: 10/29/2020 1:56:PM



2 PARTIAL UTILITY PLAN
SCALE: 1" = 20'-0"



3 PARTIAL UTILITY PLAN
SCALE: 1" = 20'-0" *NOTE: NO PROPOSED WORK SHOWN IN THIS PLAN



1 UTILITY PLAN
SCALE: 1" = 20'-0"

- KEYNOTES: (X)
1. PROVIDE AND INSTALL ONE (1) 4" SCHEDULE 40 PVC CONDUIT (WITH FOUR ELECTRICAL PULL STRINGS) FROM THE ELECTRICAL ROOM TO THE FUEL CENTER KIOSK. REFER TO C1.02 AND THE ELECTRICAL PLANS AND DETAILS FOR ADDITIONAL INFORMATION.
 2. PROVIDE AND INSTALL ONE (1) 3/4" SCHEDULE 40 PVC CONDUIT FROM FUEL CENTER KIOSK TO AIR COMPRESSOR FOR 120V POWER.
 3. PROVIDE AND INSTALL 1.5" COPPER TYPE 'K' WATER SERVICE LINE (MIN. DEPTH 5.0'); PROVIDE MINIMUM 18" CLEARANCE AT ALL UTILITY CROSSINGS. SAWCUT, REMOVE, AND DISPOSE OF SITE PAVEMENT ONLY AS REQUIRED TO ALLOW FOR DIRECTIONAL BORING. MAKE CONNECTION AT WATER MAIN PER REQUIRED STANDARDS.
 4. PROVIDE AND INSTALL 6" PVC SDR-26 SANITARY SEWER SERVICE WITH CLEANOUTS LOCATED 5.0' OUTSIDE OF FOUNDATION AND AT EVERY HORIZONTAL AND VERTICAL BEND.
 5. PROVIDE AND INSTALL TWO (2) 3/4" SCHEDULE 40 PVC CONDUIT FROM FUEL CENTER KIOSK TO TANK VENT.
 6. PROVIDE AND INSTALL 4" PVC CONDUIT FOR TELEPHONE/DATA. REFER TO C1.02 FOR FURTHER INFORMATION. COORDINATE WITH UTILITY COMPANY.
 7. PROVIDE AND INSTALL WATER STOP BOX AND VALVE PER REQUIRED STANDARDS.
 8. PROVIDE AND INSTALL 48" DIAMETER CONCRETE SANITARY SEWER STRUCTURE.
 9. PROVIDE AND INSTALL 2" PVC PRESSURE RATED SANITARY LEAD FORCE MAIN. SAWCUT, REMOVE, AND DISPOSE OF SITE PAVEMENT ONLY AS REQUIRED TO ALLOW FOR DIRECTIONAL BORING.
 10. PROVIDE AND INSTALL REMOVABLE HOOD BASIN AND WATER QUALITY STRUCTURE. SEE DETAIL ON SHEET C5.00.
 11. PROVIDE AND INSTALL 48" DIAMETER CONCRETE SANITARY SEWER STRUCTURE WITH SEWER EJECTOR PUMP.

sevan ENGINEERING

Regional Office:
37704 Hills Tech Drive
Farmington Hills, MI 48331
734.367.4444 Telephone

Corporate Office:
3025 Highland Parkway, Suite 850
Downers Grove, IL 60515
info@sevan-engineering.com www.sevan-engineering.com

INTEGRITY | RESPECT | TEAMWORK | EXCELLENCE | CHARITY

REVISIONS

NO.	DATE	DESCRIPTION
1	04.23.2020	MWRD
2	06.12.2020	PUD SUBMITTAL
3	10.20.2020	MWRD AND PUD

CONSULTANT

SEAL

LICENSED PROFESSIONAL ENGINEER
TIMOTHY B. KRATZ
062.068956

10/27/2020

CUSTOMER

MARIANO'S

PROJECT DESCRIPTION

531-00541
RETAIL FUEL CENTER

PROJECT LOCATION

10 E. GOLF ROAD
DES PLAINES, IL 60016
(COOK COUNTY)

SHEET TITLE

UTILITY PLAN

SHEET MANAGEMENT

PROJECT NO.: 531-00541
DATE: -
CAD FILE: C1.40.dwg
PROJECT MANAGER: T. KRATZ

SHEET NUMBER

C1.40

PROPOSED LINETYPES:

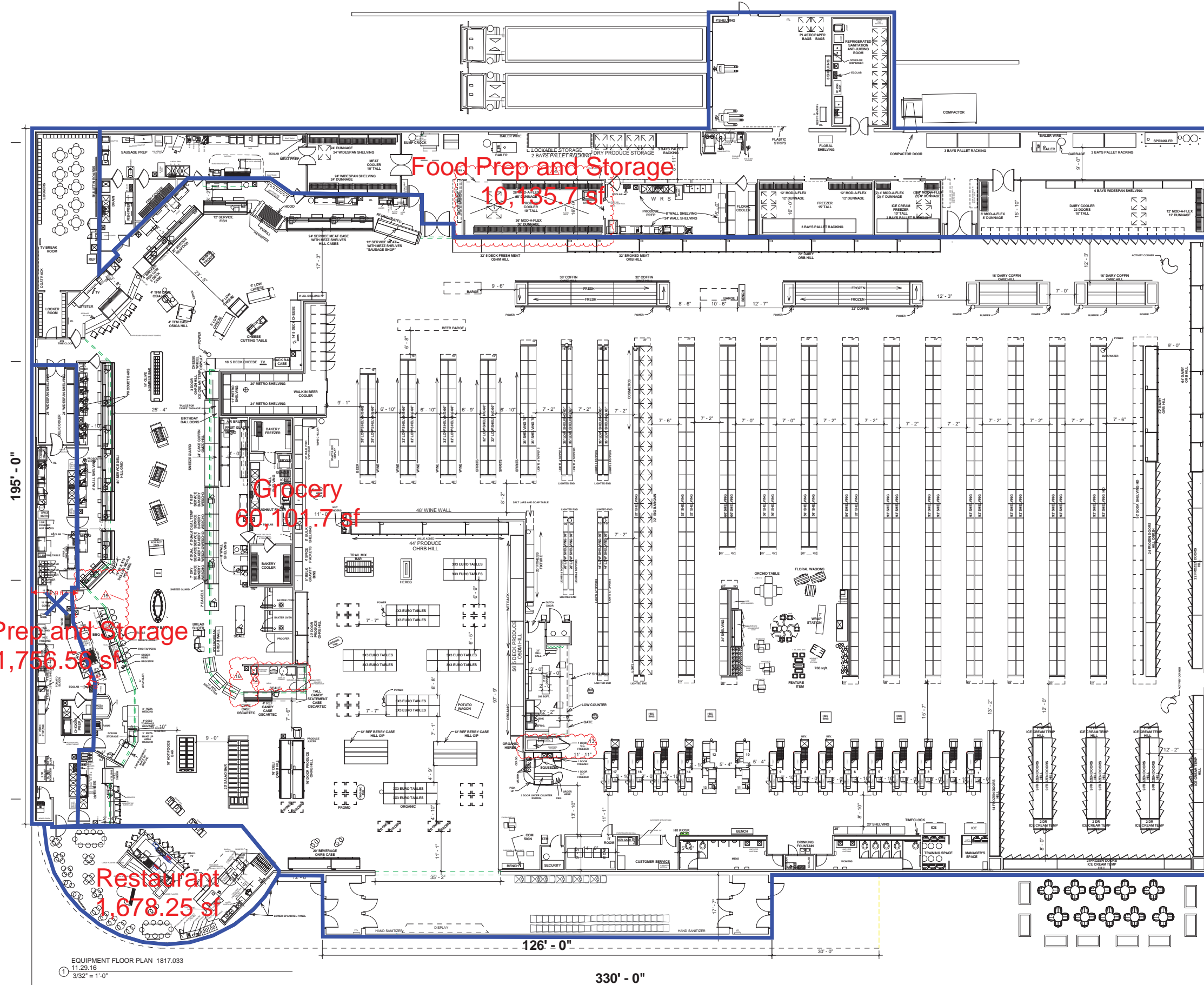
STORM SEWER	— STM —
ROOF DRAIN	— — — — —
SANITARY SEWER	— SAN —
WATER MAIN/SERVICE	— W —
ELECTRIC SERVICE	— UGE —
TELEPHONE SERVICE	— UGT —
OVERHEAD UTILITIES	— OH —

PROPOSED STRUCTURES:

	STORM MANHOLE		TRANSFORMER
	CATCH BASIN		LIGHT POLE
	FLARED END SECTION		WATER VALVE
	SANITARY MANHOLE		FIRE HYDRANT
	SANITARY CLEANOUT		FUEL VENT
			AIR TOWER

EXISTING LEGEND:

	BOLLARD (BOL)		SANITARY SEWER
	GAS VALVE (GV)		STORM SEWER
	HANDHOLE (HH)		WATER MAIN
	TRAFFIC SIGNAL BOX (TSB)		ELECTRIC LINE
	TRAFFIC SIGNAL (TS)		GAS LINE
	LIGHT (LHT)		TELEPHONE LINE
	GROUND LIGHT (GLHT)		OVERHEAD WIRE
	POWER POLE (PP)		FENCE MANHOLE (STMH/SAMH)
	GUY WIRE (GW)		CATCH BASIN (CB)
	CABLE PEDESTAL (PEDC)		INLET (INL)
	ELECTRIC PEDESTAL (PEDE)		FLARED END SECTION (FES)
	TELEPHONE PEDESTAL (PEDT)		VALVE VAULT (VV)
	TRANSFORMER		VALVE BOX (VB)
	SIGN		BUFFALO BOX (BB)
	MAILBOX (MB)		FIRE HYDRANT (FH)
	CHORD BEARING		AUXILIARY VALVE (AV)
	CHAIN LINK FENCE		CLEANOUT (CO)
	ELECTRIC METER		HOT MIX ASPHALT
	GAS METER		CONCRETE (CONC)
	ARC LENGTH		BUILDING
	RADIUS		DEPRESSED CURB
	RECORD		
	SET IRON ROD		
	SET CUT CROSS		
	BOUNDARY LINE		
	EASEMENT LINE		
	EXISTING RIGHT-OF-WAY LINE		
	EXISTING LOT LINE		
	SECTION LINE		



Food Prep and Storage
10,135.7 sf

Grocery
60,101.7 sf

Food Prep and Storage
1,756.56 sf

Restaurant
1,678.25 sf

EQUIPMENT FLOOR PLAN 1817.033
11.29.16
1 3/32" = 1'-0"

330' - 0"

LEGEND

NO.	REVISION / ISSUE	DATE
16	REMOVE CANDY WALL	11.29.16
15	REVISE SOFFIT AND TODD'S COUNTER	11.29.16
14	REDUCE PRODUCE COOLER HEIGHT AND PALLET RACKING PER PAUL M. 1817.032	10.05.16
13	ADD ONE DOOR FREEZER IN SQUEEZED CLOSET PER PAUL M. 1817.032	10.05.16
12	REVISE POPCORN LINE UP AND ADD U.C. REFRIGERATOR PER PAUL M. 1817.032	10.05.16

ROUNDY'S SUPERMARKET INC.
875 E. WISCONSIN AVENUE
MILWAUKEE, WI 53202
414.231.5000

MARIANO'S MFM-541
DesPlaines, IL

PROPOSED FLOOR PLAN

1817-033	
04/22/2015	
3/32" = 1'-0"	



10 E. Golf Road – Public Notice Near East Entrance and Park



10 E. Golf Road – Existing Monument Sign Looking East



10 E. Golf Road – Proposed Fuel Station Location Looking West



10 E. Golf Road – Proposed Fuel Station Location Looking East

MEMORANDUM TO: Nathalie Mouw
The Kroger Company

FROM: Elise Purguette
Consultant

Luay R. Aboona, PE, PTOE
Principal

DATE: November 19, 2020

SUBJECT: Traffic Impact Statement
Proposed Fuel Center
Des Plaines, Illinois

This memorandum summarizes the results and findings of a site traffic evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the proposed fuel center to be located on an outlot parcel with the Mariano's parking lot in Des Plaines, Illinois. The site, which currently contains 70 parking spaces for the Mariano's grocery store, is located in the southwest corner of the Mariano's parking lot which occupies the northeast quadrant of the intersection of Golf Road (IL Route 58) with Mt. Prospect Road.

As proposed, the site will be developed with a fuel center with 10 passenger vehicle fueling positions and a small cashier kiosk. Access to the fuel center will be provided via the existing access system serving the Mariano's grocery store which includes a full movement access drive and an exit-only access drive on Mt. Prospect Road and a full movement access drive and a right-in-only access drive on Golf Road. It should be noted that the full movement access drive on Golf Road includes a connection through Blackhawk Park.

Figure 1 shows an aerial view of the site.

The purpose of this evaluation is to evaluate the trip generation characteristics of the proposed fuel center, to evaluate the adequacy of the access system and to evaluate the impact of the proposed fuel center development on the roadway system.



Aerial View of Site Location

Figure 1

Existing Traffic Conditions

The following provides a detailed description of the physical characteristics of Golf Road and Mt. Prospect Road including geometry, traffic control and average daily traffic volume.

Golf Road (IL Route 58) is an east-west other principal arterial that provides two lanes in each direction in the vicinity of the site. At its signalized intersection with Mt. Prospect Road, Golf Road provides an exclusive left-turn lane, a through lane and a combined through/right-turn lane on the eastbound approach. The westbound approach provides an exclusive right-turn lane, two through lanes and an exclusive left-turn lane. High-visibility crosswalks are provided on the east and west legs of this intersection. At its signalized intersection with the full movement access drive serving the Mariano's grocery store and Blackhawk Park, the eastbound approach provides an exclusive left-turn lane and two through lanes. The westbound approach provides a through lane and a combined through/right-turn lane. A high-visibility crosswalk is provided on the east leg of this intersection. At its unsignalized intersection with the right-in-only access drive, Golf Road provides two through lanes and an exclusive right-turn lane (which is the taper of the exclusive right-turn lane at the intersection of Golf Road with Mt. Prospect Road) on the westbound approach. The eastbound approach provides two through lanes. Golf Road is under the jurisdiction of the Illinois Department of Transportation (IDOT) and is classified as a Strategic Regional Arterial (SRA). In addition, Golf Road carries an Annual Average Daily Traffic (AADT) volume of 28,100 vehicles (IDOT 2019) and has a posted speed limit of 40 miles per hour.

Mt. Prospect Road is a north-south major collector that provides two lanes in each direction in the vicinity of the site. At its signalized intersection with Golf Road, Mt. Prospect Road provides an exclusive left-turn lane, two through lanes and an exclusive right-turn lane on both approaches. High-visibility crosswalks are provided on the north and south legs of this intersection. At its unsignalized intersection with the full movement access drive serving the Mariano's grocery store, Mt. Prospect Road provides an exclusive right-turn lane and two through lanes on the northbound approach. The southbound approach provides an exclusive left-turn lane and two through lanes. At its unsignalized intersection with the exit-only access drive serving the Mariano's access drive, Mt. Prospect Road provides two through lanes on both approaches. Mt. Prospect Road is under the jurisdiction of the Cook County Department of Transportation and Highways (CCDOH), carries an AADT volume of 16,300 vehicles (IDOT 2018), and has a posted speed limit of 40 miles per hour.

Based on the traffic impact study conducted in March 2015 for the Mariano's grocery store, Golf Road carried a two-way traffic volume of approximately 2395, 2775 and 1870 vehicles during the weekday morning, weekday evening and Saturday midday peak hours, respectively, in 2014. In addition, Mt. Prospect carried a two-way traffic volume of approximately 1395, 1670 and 1220 vehicles during the weekday morning, weekday evening and Saturday midday peak hours, respectively, in 2014. Lastly, the intersection of Golf Road with Mt. Prospect carried approximately 3605, 4350 and 2975 vehicles during the weekday morning, weekday evening and Saturday midday peak hours, respectively, in 2014.

Characteristics of Proposed Fuel Center

As previously indicated, the site will be developed with a fuel center with 10 passenger vehicle fueling positions and a small cashier kiosk. Access to the fuel center will be provided via the existing access system serving the Mariano's grocery store which includes the following;

- An existing full movement access drive on Mt. Prospect Road located approximately 515 feet north of Golf Road. This access drive provides an inbound lane and an outbound lane with outbound movements under stop sign control.
- An existing exit-only access drive on Mt. Prospect Road located approximately 810 feet north of Golf Road. This access drive provides an outbound lane with outbound movements under stop sign control.
- An existing full movement access drive on Golf Road located approximately 845 feet east of Mt. Prospect Road. This signalized access drive provides two outbound lanes striped as an exclusive left-turn lane and an exclusive right-turn lane. It should be noted that this access drive on Golf Road includes a connection through Blackhawk Park.
- An existing right-in-only access drive on Golf Road located approximately 590 feet east of Mt. Prospect Road. This access drive provides one inbound lane.

A copy of the site plan is included in the Appendix.

Development Traffic Generation

The number of peak hour trips estimated to be generated by the proposed fuel center was based on vehicle trip generation rates contained in *Trip Generation Manual*, 10th Edition, published by the Institute of Transportation Engineers (ITE). The "Gasoline/Service Station" (Land-Use Code 944) rate was used to generate trips for the proposed fuel center. Copies of the ITE trip generation worksheets are included in the Appendix.

In addition, it is important to note that surveys conducted by ITE have shown that approximately 60 percent of trips made to fuel centers are diverted from the existing traffic on the roadway system. This is particularly true during the weekday morning and evening peak hours when traffic is diverted from the home-to-work and work-to-home trips. Further, given the location of the proposed fuel center within the Mariano's parking lot, it is anticipated that a high percentage of the customer traffic will be generated (captured) internally. Previous experience with these types of fuel centers located next to grocery stores indicated that up to 60 percent of the trips will be captured. However, in order to present a conservative analysis, a 10 percent reduction was used. **Table 1** summarizes the trips projected to be generated by the proposed fuel center.

Table 1
 PROJECTED SITE-GENERATED TRAFFIC VOLUMES

ITE Land Use Code	Type/Size	Weekday Morning Peak Hour			Weekday Evening Peak Hour			Saturday Midday Peak Hour			Daily Two-Way Traffic
		In	Out	Total	In	Out	Total	In	Out	Total	
944	Gasoline/Service Station (10 Fueling Positions)	52	51	103	70	70	140	64	64	128	1720
	<i>10% Interaction Reduction</i>	-5	-5	-10	-7	-7	-14	-6	-6	-12	-172
	<i>60% Pass-By Reduction</i>	-28	-28	-56	-38	-38	-76	-35	-35	-70	-1134
	Total New Trips	19	18	37	25	25	50	23	23	46	414

Evaluation

As can be seen in Table 1, the traffic projected to be generated by the proposed fuel center will be reduced due to the volume of pass-by traffic of existing vehicles along Golf Road and Mt. Prospect Road and given the interaction that will occur with the existing Mariano's grocery store.

Furthermore, the traffic projected to be generated by the proposed fuel center will increase the traffic traversing the intersection of Golf Road with Mt. Prospect Road by less than two percent during the weekday morning, weekday evening and Saturday midday peak hours. As such, these minimal increases indicate that the traffic generated by the proposed fuel center will not have a significant impact on the overall operations of the intersection of Golf Road with Mt. Prospect Road.

Additionally, when the estimated ADT volume to be generated by the proposed fuel center is compared to the ADT along Golf Road and Mt. Prospect Road, the proposed fuel center daily traffic will only amount to approximately one percent or less of the existing ADT volumes in the area.

Furthermore, with the site providing multiple access drives, including the signalized access off Golf Road, the traffic generated by the fuel station will be distributed efficiently minimizing the impact and reducing the traffic load at any one location.

Overall, given the low estimated traffic to be generated by the proposed development and the existing geometrics and traffic control, the area roadway network will be adequate in accommodating the future traffic volumes.

Conclusion

Based on the proposed development plan and the preceding evaluation, the following conclusions and recommendations are made.

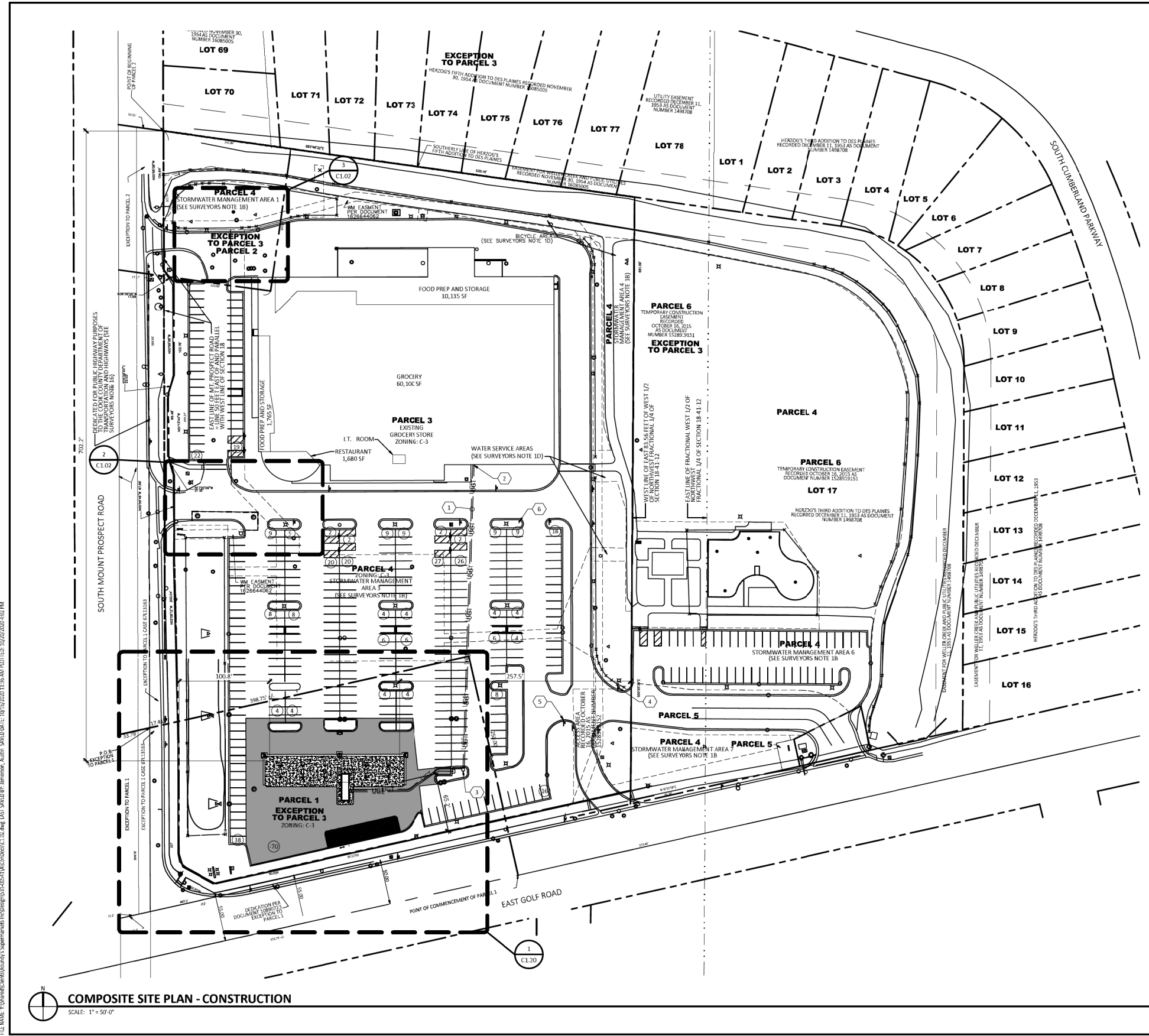
- The traffic projected to be generated by the proposed fuel center will be reduced due to the volume of pass-by traffic and the interaction that will occur with the Mariano's grocery store.
- The traffic projected to be generated by the proposed fuel center will increase the traffic traversing the intersection of Golf Road with Mt. Prospect Road by less than two percent during the peak hours.
- When the estimated ADT volume to be generated by the proposed fuel center is compared to the ADT along Golf Road and Mt. Prospect Road, the proposed development daily traffic will only amount to approximately one percent or less of the existing ADT volumes in the area.
- Overall, the minimal increases in traffic along Golf Road and Mt. Prospect Road indicate that the traffic generated by the proposed fuel center will not have a significant impact on the operations of Golf Road with Mt. Prospect Road or on the overall operations of each roadway.
- The existing access system off Golf Road and Mt. Prospect Road will be adequate in accommodating the traffic projected to be generated by the proposed fuel center as well as the Mariano's grocery store and Blackhawk Park.

Appendix

Site Plan
ITE Trip Generation Worksheets

Site Plan

FILE NAME: Y:\Share\Projects\Bentley\Supermarket\Design\31-05541\A\Composite.C1.02.dwg, LAST SAVED BY: Jaramore, Austin, LAST SAVED DATE: 10/16/2020 11:36 AM, PLOTTED: 10/20/2020 4:02 PM



COMPOSITE SITE PLAN - CONSTRUCTION
SCALE: 1" = 50'-0"

- SCOPE OF WORK:**
- INSTALL COMMUNICATION CONDUITS FROM MARIANO'S STORE TO FUEL CENTER KIOSK. SAWCUT, REMOVE AND DISPOSE OF SITE PAVEMENT ONLY AS REQUIRED TO ALLOW FOR DIRECTIONAL BORING TO MARIANO'S STORE. REPLACE SIDEWALK, PAVED AND UNPAVED AREAS TO MATCH EXISTING ADJACENT SURFACES UNLESS NOTED OTHERWISE IN PLANS. REVIEW AND COORDINATE WITH THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING. SEE UTILITY PLAN, SHEET C1.04.
 - ROUTE COMMUNICATION CONDUITS UP EXTERIOR FACE OF MARIANO'S STORE AS REQUIRED TO PENETRATE WALL ABOVE FINISHED CEILING. PROVIDE AND INSTALL WEATHERPROOF JUNCTION BOXES AS REQUIRED BY CODE. PAINT ALL EXPOSED CONDUITS AND JUNCTION BOXES TO MATCH EXISTING ADJACENT SURFACES.
 - PROVIDE AND INSTALL 3'x3' PULL BOX IN LANDSCAPE AREA.
 - INSTALL W4-4x8LP "TRAFFIC FROM LEFT DOES NOT STOP" UNDER EXISTING STOP SIGN.
 - INSTALL W4-4x8LP "TRAFFIC FROM RIGHT DOES NOT STOP" UNDER EXISTING STOP SIGN.
 - INSTALL "TURN RIGHT FOR E. GOLF ROAD ACCESS" WAYFINDING SIGN.
- PARKING CALCULATIONS (DOES NOT INCLUDE BLACKHAWK PARK AND ASSOCIATED PARKING):**
- TOTAL MARIANO'S STORE SQUARE FOOTAGE: 73,680 SF
- GROCERY TOTAL SQUARE FOOTAGE: 60,100 SF
GROCERY PARKING REQUIREMENTS: 1 SPACE FOR EVERY 300 SQUARE FEET OF GROSS FLOOR AREA
GROCERY REQUIRED SPACES: 201 SPACES
- RESTAURANT TOTAL SQUARE FOOTAGE: 1,680 SF
RESTAURANT PARKING REQUIREMENTS: 1 SPACE FOR EVERY 50 SF OF NET FLOOR AREA, OR 1 SPACE FOR EVERY 4 SEATS, WHICHEVER IS GREATER, PLUS 1 SPACE FOR EVERY 3 EMPLOYEES
RESTAURANT REQUIRED SPACES: 35 SPACES (3 EMPLOYEES)
- FOOD PREP AND STORAGE TOTAL SQUARE FOOTAGE: 11,900 SF
FOOD PREP AND STORAGE REQUIREMENTS: N/A
FOOD PREP AND STORAGE REQUIRED SPACES: N/A
- FUEL STATION TOTAL SQUARE FOOTAGE: 265 SF
FUEL STATION PUMPS: 5
FUEL STATION PARKING REQUIREMENTS: 2 SPACES PER PUMP, PLUS ONE SPACE FOR EVERY 200 SF OF ACCESSORY RETAIL.
FUEL STATION REQUIRED SPACES: 12
- TOTAL EXISTING SPACES: 407 SPACES
TOTAL SPACES LOST: 70 SPACES
TOTAL PROVIDED SPACES: 337 SPACES
TOTAL REQUIRED SPACES: 248 SPACES

sevan ENGINEERING
Regional Office:
37704 Hills Tech Drive
Farmington Hills, MI 48331
734.367.6445 Telephone

Corporate Office:
3025 Highland Parkway, Suite 850
Downers Grove, IL 60515
info@sevaned.com www.sevaned.com

INTEGRITY | RESPECT | TEAMWORK | EXCELLENCE | CHAMPION

REVISIONS		
NO.	DATE	DESCRIPTION
1	04.23.2020	MWRD
2	06.12.2020	POD SUBMITTAL
3	10.20.2020	MWRD AND POD

CONSULTANT

SEAL

TIMOTHY B. KRATZ
0622-028824
10/27/2020

CUSTOMER

MARIANO'S

PROJECT DESCRIPTION

**531-00541
RETAIL FUEL CENTER**

PROJECT LOCATION

**10 E. GOLF ROAD
DES PLAINES, IL 60016**
(COOK COUNTY)

SHEET TITLE

**COMPOSITE SITE PLAN
CONSTRUCTION**

SHEET MANAGEMENT

PROJECT NO.: 531-00541
DATE: -
CAD FILE: C1.02.dwg
PROJECT MANAGER: T. KRATZ

THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF SEVAN ENGINEERING, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE EXPRESS WRITTEN PERMISSION OF SEVAN ENGINEERING, INC. IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED. © 2020 SEVAN ENGINEERING, INC.

SHEET NUMBER

C1.02

ITE Trip Generation Worksheets

Gasoline/Service Station (944)

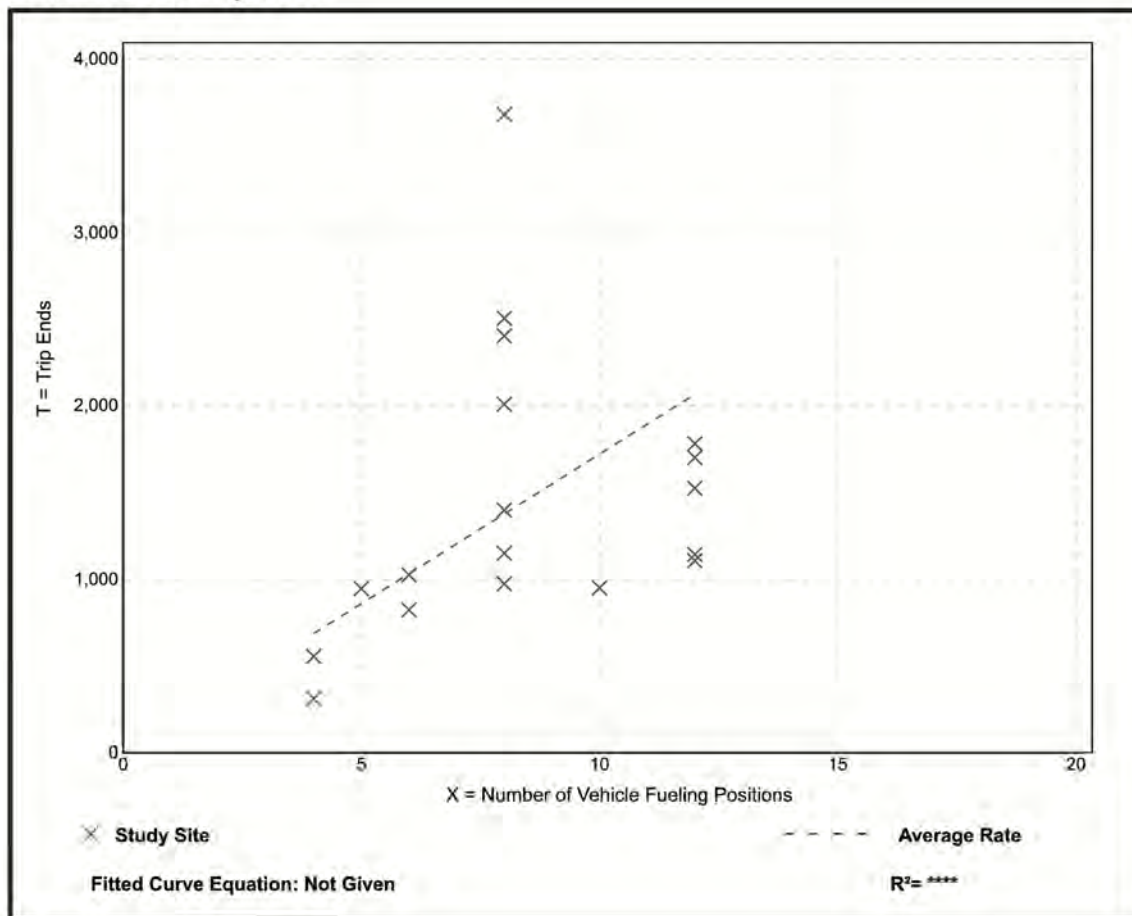
Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: **Weekday**

Setting/Location: General Urban/Suburban
Number of Studies: 18
Avg. Num. of Vehicle Fueling Positions: 8
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
172.01	77.00 - 460.00	96.45

Data Plot and Equation



Gasoline/Service Station (944)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 53

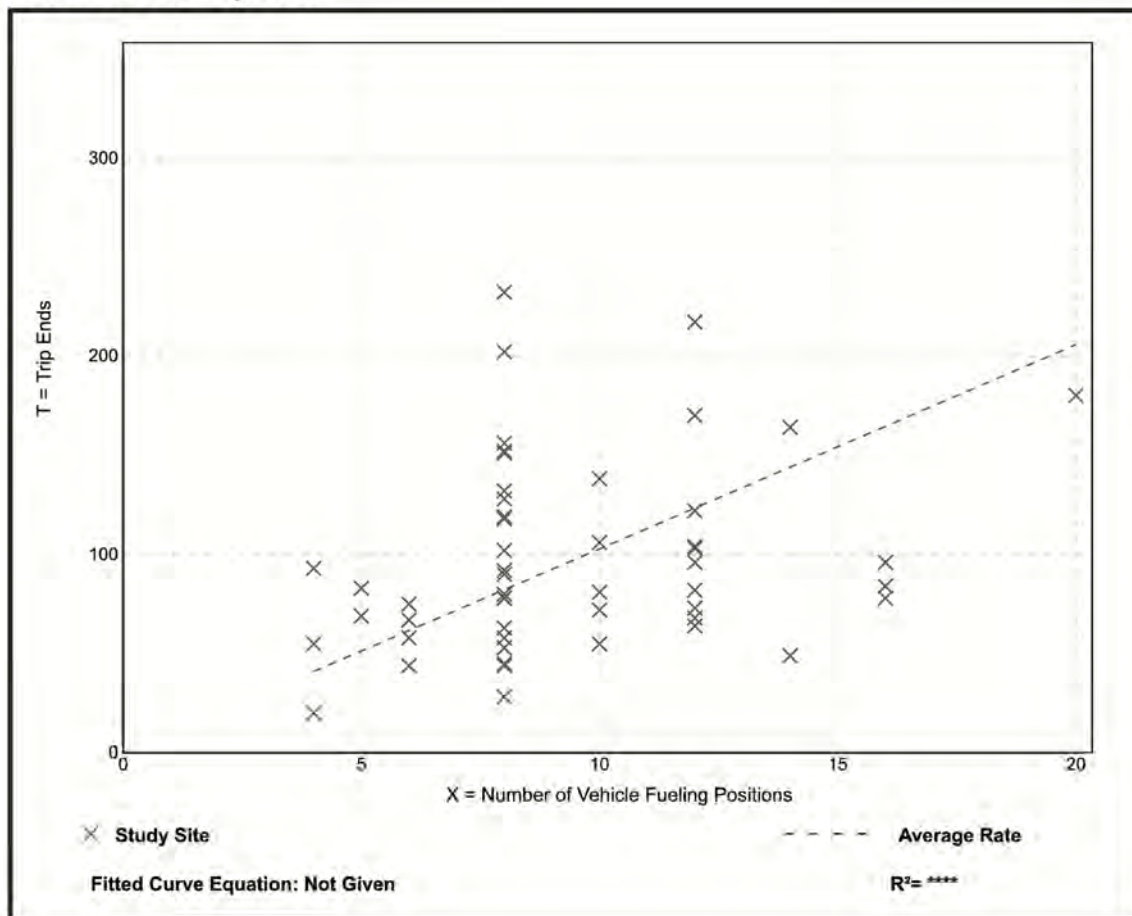
Avg. Num. of Vehicle Fueling Positions: 9

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
10.28	3.50 - 29.00	5.36

Data Plot and Equation



Gasoline/Service Station (944)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 66

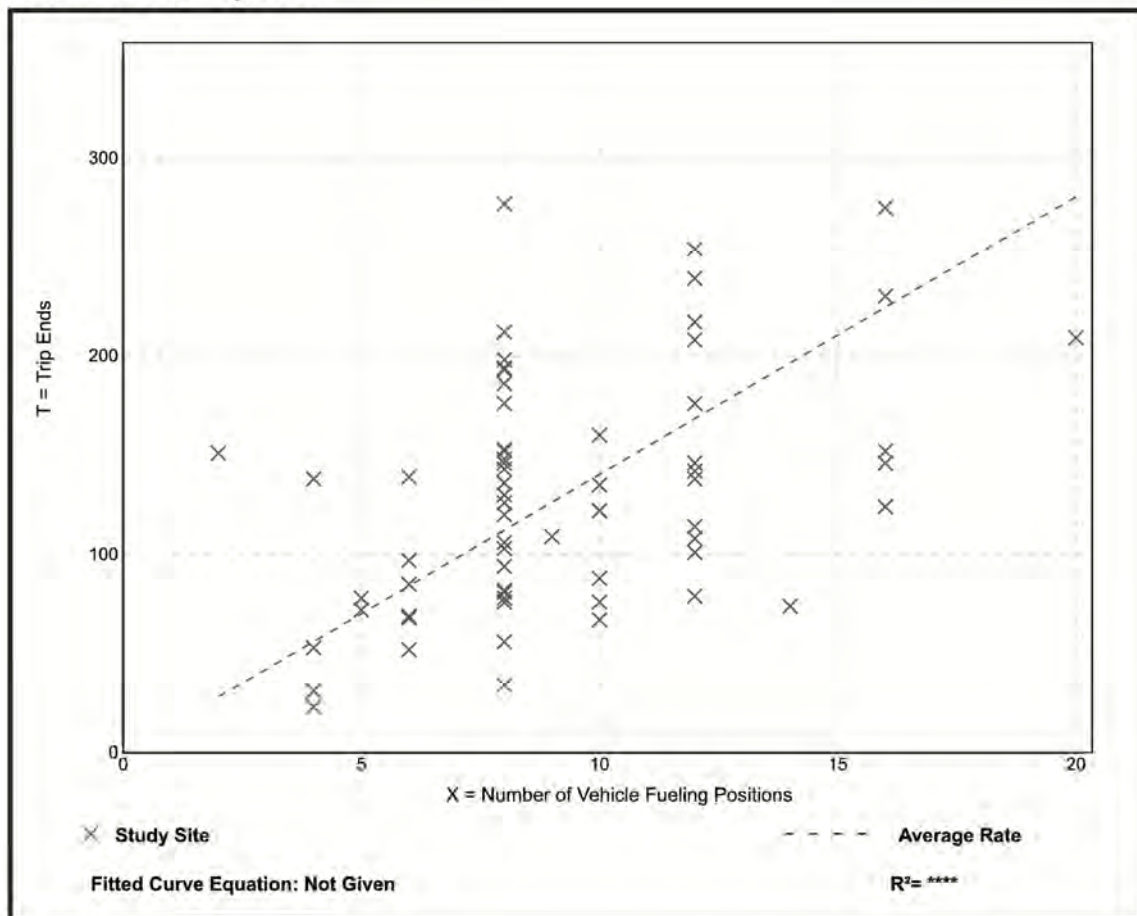
Avg. Num. of Vehicle Fueling Positions: 9

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
14.03	4.25 - 75.50	6.96

Data Plot and Equation



Gasoline/Service Station (944)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Saturday, Peak Hour of Generator

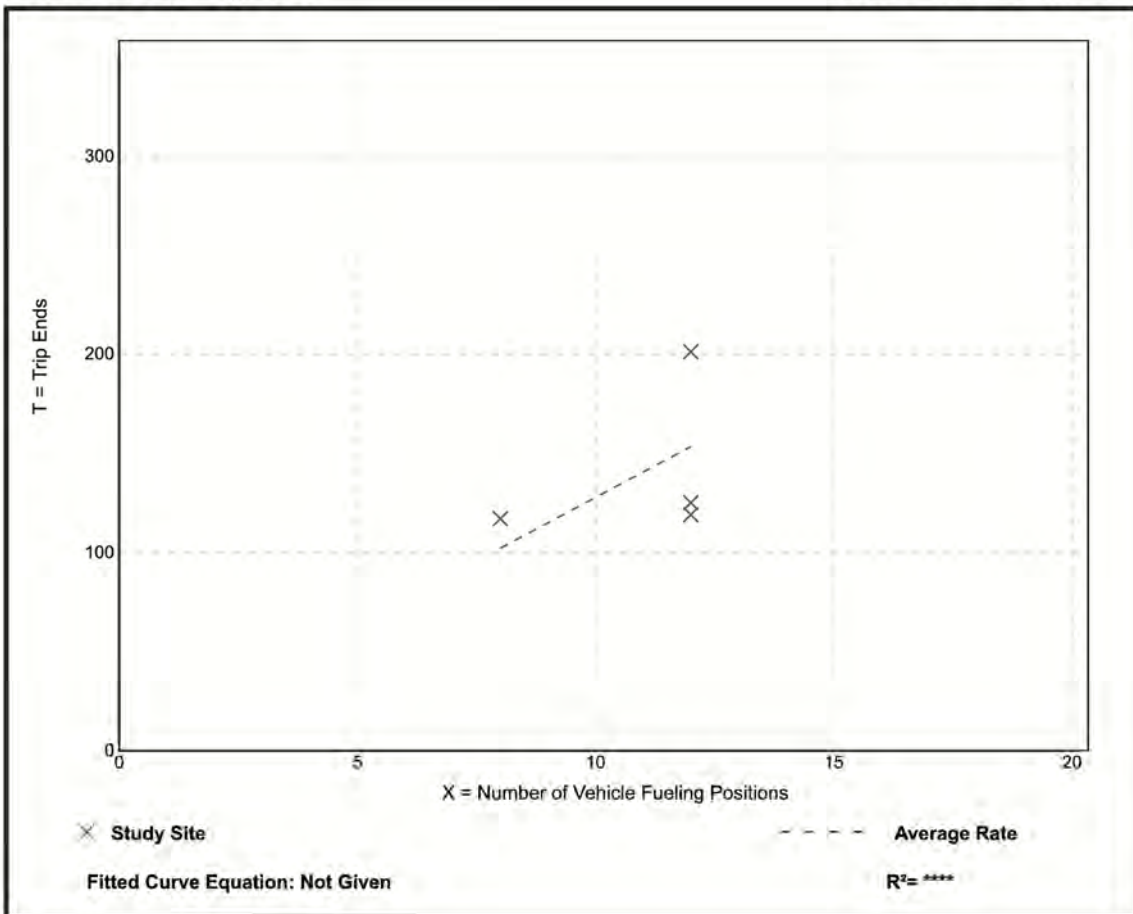
Setting/Location: General Urban/Suburban
 Number of Studies: 4
 Avg. Num. of Vehicle Fueling Positions: 11
 Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
12.77	9.92 - 16.75	3.40

Data Plot and Equation

Caution – Small Sample Size





COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5380
desplaines.org

November 25, 2020

Mayor Bogusz and Des Plaines City Council
CITY OF DES PLAINES

Subject: Planning and Zoning Board, 10 E. Golf Road, 20-025-PUD-CU LASR, 4th Ward

RE: Consideration of a Preliminary & Final Planned Unit Development and Conditional Use for a Localized Alternative Sign Regulation at 10 E. Golf Road, Case #20-025-PUD-CU LASR (4th Ward)

Honorable Mayor and Members of the Des Plaines City Council:

The Planning and Zoning Board met on November 24, 2020 to consider (i) a Preliminary and Final Planned Unit Development under Section 12-3-5 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a new fuel station at the existing Mariano's grocery store; and (ii) a Conditional Use for a Localized Alternative Sign Regulation (LASR) under Section 12-3-4 to allow a modified monument sign and new canopy signs with price readers at 10 E. Golf Road.

1. The petitioner and the Mariano's project team presented an overview of the requests to add a fueling station and signage on the existing Mariano's grocery store property. They explained that the existing parking area is larger than necessary for the existing uses on site and that they are looking to add the fueling station as another service available to its customers and to support the investment of the property. They mentioned that roughly 1,500 Mariano's locations nationwide have fueling centers with a fuel rewards program, which provides incentives for Mariano's fuel rewards members. While the fueling station would be available to the public, Mariano's customers will receive discounts and other incentives through the fuel reward program. They described the floor plan of the proposed fueling station building noting that users not paying for gas at the pump or purchasing other items will not enter the building but rather come up to a sliding window system for all transactions. The building will also feature one gender-neutral restroom, which will be accessible for public use. They summarized the traffic statement report for the proposed fueling center, explaining that the addition of the fueling center will not really generate new vehicle trips as many Mariano's customer will shop and then fill up at the fueling station. They added that the existing curb cuts to the site will be utilized for the fueling station and that no changes will be made to these access points. The project team highlighted the landscape plan for the request, which focuses on supplementing landscaping around the new fueling station area to address the existing landscaping that will be removed for this new use. They concluded with a discussion for the sign requests proposed through the LASR request, detailing that the new fueling station canopy will contain four new static Mariano's wall signs, one on each elevation, and one electric price reader side facing the Mariano's store. The intent of the price reader sign on the north elevation allows Mariano's customers leaving the store to see the fuel prices available and determine if they would like to fuel up before leaving the site. The existing monument sign at the corner of Golf Road and Mount Prospect Road will be replaced by a new double-faced monument sign with a price reader at the bottom to display fuel prices for motorists coming from multiple directions.
2. The Planning and Zoning Board (PZB) Members asked what company is Roundy's Supermarkets a part of; if the distance between the price reader portion of the new monument sign and the ground is high enough to be visible to motorists during the winter or with landscaping; and what the hours of operation

would be for the fueling station. The petitioner and Mariano’s project team responded that the property is leased but the lease allows them to develop the fuel station on the property; that they can handle the snow removal and maintain the landscaping around the monument sign to ensure it remains visible to the public; and that the propose fueling station will operate 24-hours a day, with one trained store employee on site during store hours and unmanned during the remaining hours with appropriate safety precautions and fuel station technology in place.

3. Community and Economic Development staff provided a summary of all requests and recommended approval of the request without any conditions.
4. One member of the public opposed the request due to multiple concerns including aesthetics, surrounding property value decline, and the proposed 24-hour operation of the fueling station. He mentioned that he does not want a gas station at this location due to its close proximity to his property located directly across Golf Road from Mariano’s where the fueling station is proposed and Blackhawk Park located along Golf Road. He added that he just received the notice for this one week ago and wanted to know what he could do to stop the fueling station from happening. The PZB members asked the audience member if it would be more acceptable if the proposed fueling station was not open 24-hours and the gentleman responded that it would not.

The PZB members asked the petitioner and the Mariano’s project team what activity they typically see for one of their fueling stations at night; if they would consider not keeping the station open 24/7; if they have considered utilizing the existing fuel station located at 10 W. Golf Road as an alternative; how the parking lot size at this location compares to the Mariano’s parking lot in Arlington Heights; how often the fuel delivery truck will access the site to service the fueling station; will the proposed fueling station be a discount station; will the proposed fueling station generate a lot of noise; and will the proposed fueling station create additional light pollution on the site. The petitioner and Mariano’s project team responded that there is very minimal activity at night for their fueling stations—about a half dozen during the week and more during the weekends—but that the 24-hour operation of the station is more of a convenience to the customer; that they could consider not operating the station 24/7 if necessary; that they have considered the existing fueling station at 10 W. Golf Road but that it was not feasible for Mariano’s or convenient for the customer; that the parking lot at this Mariano’s location is similar to the size of the parking lot at Arlington Heights, about a five to ten space difference; that there would be roughly one to two fuel deliveries daily but that they could schedule the drop-off times; that the fueling station will be priced to be competitive to surrounding stations and provide benefits to Mariano’s customers; that the fueling station will be similar to a parking lot when it comes to noise since they would not play in music and would not be as loud as the road; and that the lighting for the fueling station will be down-facing and located underneath the canopy unlike the parking lot lighting, which is designed differently.

5. The Planning and Zoning Board *recommended* (5-0) that the City Council *approve* the request with the condition that the fuel station is only open from one-hour before the Mariano’s grocery store opens to one-hour after the store closes.

Respectfully submitted,



James Szabo,
Des Plaines Planning and Zoning Board, Chairman

Cc: City Officials/Aldermen

November 24, 2020

Page 6

2. **Address:** 10 E. Golf Road**Case Number:** 20-025-FPUD-LASR CU-V

The petitioner is requesting the following: (i) a Preliminary and Final Planned Unit Development under Section 12-3-5-1 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a new fuel station at the existing Mariano's grocery store; (ii) a Conditional Use for a Localized Alternative Sign Regulation (LASR) under Section 12-3-4 to allow a modified monument sign and new canopy signs with price readers; and (iii) approval of any other such variations, waivers, and zoning relief as may be necessary.

PINs: 09-18-100-004-0000**Petitioner:** Tim Kratz, 3025 Highland Parkway, Suite 850, Downers Grove, IL 60015**Owner:** Realty Income Illinois Properties 2, LLC, 11995 El Camino Real
San Diego, CA 92130

Chairman Szabo swore in Tim Kratz, 3025 Highland Parkway, Suite 850, Downers Grove, IL 60015, representing the Petitioner.

Mr. Kratz began his presentation. Mariano's is requesting a preliminary and final planned unit development and a conditional use for a localized alternative sign regulation for a retail fuel center at the Mariano's located at 10 E Golf Rd. The fuel center is located on the current Mariano's property.

Mariano's is part of Kroger, the Kroger brand has approximately 1,600 fuel centers nation-wide and has a very successful fuel savings program. The fuel center at the existing location on Golf Road is intended to support the store investment and provide customers a convenient option for fuel. The fuel center would be open to the Mariano's customers and the public.

The fuel center will consist of dispensers, 10 fueling stations and a small kiosk. The sales kiosk is only open and available to the attendant. There would be one gender-neutral restroom that would be open to customers.

Mr. Kratz provided an overview of the Traffic Impact Study. Highlights include:

- Impact to intersection of Golf Road with Mt. Prospect Road is <2%
- Estimated ADT volume to be generated by the proposed fuel center is compared to the ADT along Golf Road and Mt. Prospect Road, the proposed development ADT is <1% of existing.
- Existing Access points are adequate
- Conclusion from Traffic Engineer: *Overall, the minimal increases in traffic along Golf Road and Mt. Prospect Road indicate that the traffic generated by the proposed fuel center will not have a significant impact on the operations of Golf Road with Mt. Prospect Road or on the overall operations of each roadway.*

The fuel center will generate very little "new" trips, much of the traffic will be existing from Mariano's shoppers.

Mr. Kratz provided an overview of the landscape and elevation plan. The intent is that the structures are cohesive and meet the original intent of the site.

November 24, 2020
Page 7

Mr. Kratz also went over the sign plan, including the monument sign with the price signs and the canopy mounted signs. The Applicant also proposes a price sign facing the store giving customers the information about that day's fuel pricing.

Chairman Szabo asked if the Board had any questions, the following questions were asked:

Member Hoffher inquired about the owner of the property, Realty Income Illinois Properties 2 LLC. Mr. Dan Ferrel, Real Estate Manager for Roundy's dba Mariano's, stated that Mariano's leases their properties. The lease gives Mariano's the option to development the properties.

Member Hoffher inquired about the height of the sign and if it would be visible after a snowstorm. Mr. Kratz was confident in the location of the sign, and low grow plants would be planted and the sign would be maintained appropriately in the snow.

Chairman Szabo inquired about the hours of operation. Mr. Kratz stated that they are proposing that the fuel center would be open 24 hours, with an employee specifically trained for fuel center operation during store hours (the employee would be managed by the store). After hours, the station would be un-manned fueling with credit card.

Chairman Szabo asked that the Staff Report be entered into record. Planner Stytz provided a summary of the following report:

Issue: The petitioner is requesting the following: (i) a Preliminary and Final Planned Unit Development under Section 12-3-5 of the 1998 Des Plaines Zoning Ordinance, as amended, to allow a new fuel station at the existing Mariano's grocery store; (ii) a Conditional Use for a Localized Alternative Sign Regulation (LASR) under Section 12-3-4 to allow a modified monument sign and new canopy signs with price readers; and (iii) approval of any other such variations, waivers, and zoning relief as may be necessary.

Analysis:

Address: 10 E. Golf Road
Owner: Realty Income Illinois Properties 2, LLC, 11995 El Camino Real
San Diego, CA 92130
Petitioner: Tim Kratz, 3025 Highland Parkway, Suite 850, Downers Grove, IL 60018

Case Number: 20-025-PUD-LASR
PIN: 09-18-100-004-0000
Ward: #4, Alderman Artur Zadrozny

Existing Zoning: C-3, General Commercial Business District
Existing Land Use: Grocery Store (Mariano's)
Surrounding Zoning: North: R-1, Single Family Residential District
South: C-3, General Commercial / R-1, Single Family Residential District
East: R-1, Single Family Residential District
West: R-1, Single Family Residential District

November 24, 2020

Page 8

Surrounding Land Use: North: Single Family Residences
South: Commercial (Animal Hospital) / Single Family Residences
East: Blackhawk Park
West: Single Family Residences

Street Classification: Golf Road and Mount Prospect Road are classified as arterial roads.

Comprehensive Plan: The Comprehensive Plan designates the site as Commercial.

Project Description: The petitioner, Tim Kratz on behalf of Roundy's Supermarkets, is requesting a Preliminary and Final Planned Unit Development (PUD) to allow the construction of a fueling station on the existing Mariano's property and a conditional use for a Localized Alternative Sign Regulation (LASR) to allow a modified monument sign and new canopy signs with price readers at 10 E. Golf Road. The existing 8.62-acre property consists of a 73,680-square foot building, 407-space surface parking lot, and the following signs listed below totaling 384.12-square feet and shown in the Sign Plan:

- Three wall signs, one on the south, east, and west building elevations;
- One monument sign along Mount Prospect Road;
- One monument sign along Golf Road in front of Blackhawk Park; and
- One monument sign located at the corner of the Golf Road/Mount Prospect Road intersection.

The Mariano's building consists of a 60,100-square foot grocery store, 1,680-square foot restaurant, and 265-square foot food preparation and storage area.

The petitioner is requesting the Preliminary and Final PUD in order to allow the proposed fueling station kiosk on the same lot as the existing Mariano's grocery store building without a Plat of Subdivision. Pursuant to Section 12-7-1 of the Zoning Ordinance, a PUD allows for more than one principle building to be located on a zoning lot. The subject property meets the location, ownership, and size prerequisites required for PUDs as specified in Section 12-3-5 as it: (i) is located within the C-3, General Commercial District, which allows PUDs through a conditional use permit; (ii) is under single ownership; and (iii) meets the minimum lot size requirement of two acres as required for PUDs located in the C-3 zoning district. The conditional use for the Preliminary and Final PUD is one of the two conditional uses included in this project.

Mariano's is a brand of Roundy's Supermarkets, Inc., which is a subsidiary of The Kroger Co. The Kroger Co. currently owns and operates approximately 1,500 retail fuel locations nationwide to provide Mariano's customers with loyalty discounts and one-stop conveniences as noted in the Project Narrative. The proposal includes the addition of a new passenger vehicle fueling station with a kiosk on the southwest portion of the property near the Golf Road/Mount Prospect Road intersection as shown on the Site Plan & Truck Turning Analysis Diagram. The proposed five pump fueling station will be an extension of the existing Mariano's grocery store and will be staffed by one grocery store employee at all times. The proposal will utilize the existing access points, approaches, and parking areas to access the proposed

November 24, 2020

Page 9

fueling center. In addition, the site will be modified accordingly to accommodate ingress/egress movements surrounding the fuel station for users and the fuel tanker truck, which will access the site from Mount Prospect Road.

The petitioner is also requesting a LASR to install six new signs to advertise the new fueling station. The petitioner is requesting the following exceptions to Section 12-11-6(B) of the Zoning Ordinance with the LASR request:

- For the three wall signs on the existing building totaling 299.37-square feet, which currently exceed the maximum sign area of 125-square feet permitted on an entire building (including all elevations).
- For the new 2.31-foot tall canopy signs to exceed 12-inches in height.
- To allow two electronic message board signs on the subject property where only one is permitted.

Existing Sign Area			
Sign Type	Qty	Location(s)	Area
Non-Illuminated Wall Sign	3	South, East, and West Store Elevations	99.79 each (299.37 total)
External Illuminated Monument sign	1	Corner of Golf Road/Mount Prospect Road	40.00
External Illuminated Monument sign	1	Along Golf Road in front of Blackhawk Park	30.75
External Illuminated Monument sign	1	Along Mount Prospect Road at west parking lot entrance	15.00
Total Area of Existing Signage on Site			384.12
Proposed Sign Area			
Sign Type	Qty	Location	Area
Non-Illuminated Wall Sign	3	One on South, East, and West Store Elevations	99.79 each (299.37 total)
External Illuminated Monument sign	1	Along Golf Road in front of Blackhawk Park	30.75
External Illuminated Monument sign	1	Along Mount Prospect Road at west parking lot entrance	15.00
<i>New Monument with LED Price Reader*</i>	<i>1</i>	<i>Corner of Golf Road/Mount Prospect Road</i>	<i>66.60</i>
New Wall LED Price Reader	1	Fuel station canopy	43.70
New "Mariano's" Wall	4	Fuel station canopy	14.8 each (59.2 total)
Total Area of New Signage Proposed			514.62

****Existing sign replaced by new monument sign with LED Price Reader***

November 24, 2020

Page 10

LASRs generally allow more signage and flexibility as compared to the Zoning Ordinance due to the size of the property, the configuration of buildings and the variety of uses. In this case, the existing Mariano's building is setback roughly 392-feet from Golf Road and 97-feet from Mount Prospect Road so any signage added to the building for the proposed fueling station would not be clearly visible to the street. Given the subject property's size and unique location near the Golf Road/Mount Prospect Road intersection, staff finds the request necessary to provide visibility for users coming from multiple directions. LASRs are permitted as a conditional use when the subject property is within a PUD. While this property is currently not in a PUD, the petitioner is requesting a PUD for this property as part of this project. The breakdown of the existing and proposed signage is shown below:

The design of the proposed fueling station is intended to utilize the existing impervious surfaces, add supplemental landscaping to address displaced landscaping on site, and utilize the general layout of the existing parking area as indicated on the Landscape Plan. The building materials for the proposed fuel station kiosk and canopy will be vintagewood cedar and ACM fascia to match the existing Mariano's Grocery Store. The addition of the proposed fueling station will decrease the available parking spaces on the subject property from 407 to 337 spaces, totaling a net loss of 70 parking spaces. The existing Mariano's grocery store and proposed fueling station kiosk are 73,680-square feet and 265-square feet, respectively according to the Architectural Plans. The following parking requirements apply pursuant to Section 12-9-7 of the Zoning Ordinance:

- For grocery stores, one space is required for every 300 square feet of gross floor area for grocery stores.
- For restaurants, one space is required for every 50-square feet of net floor area, or one space for every four seats, whichever is greater, plus one space for every three employees.
- For automotive fuel stations, two spaces required per pump, plus one space for every 200 square feet of accessory retail.

Furthermore, the grocery store portion of the Mariano's building will require 201 parking spaces (60,100-square feet / 300-square feet = 201), the restaurant area will require 37 parking spaces (1,680-square feet / 50-square feet plus three employees = 37), the food preparation and storage area is not counted, and the proposed fueling station will require 12 parking spaces (265-square feet / 200-square feet plus two spaces per pump = 12). Thus, staff concludes that a total of 250 parking spaces, including seven handicap accessible parking spaces, are required for the subject property as a whole. The proposal includes 337 parking spaces, which meets and exceeds this requirement.

Compliance with the Comprehensive Plan

There are several parts of the City of Des Plaines' 2019 Comprehensive Plan that align with the proposed project. Those portions are as follows:

- Under Future Land Use Map:
 - The property is marked for commercial. The proposed fueling center will take advantage of a well-located site at the corner of the Golf Road/Mount Prospect Road intersection and general proximity to established residential neighborhoods to improve the existing property and provide an additional service to the community.

November 24, 2020

Page 11

- The proposal would satisfy the goal to expand retail uses that primarily serve the day-to-day needs of local residents along major corridors in Des Plaines.
- Under Economic Development:
 - The Comprehensive Plan recognizes the economic vitality of the surrounding area and its importance to the broader region. The proposed fueling station would be in keeping with prior development efforts and further transform a standalone grocery store building with a restaurant into a multi-use commercial center.
 - This proposal would also further establish this property as a commercial hub for the City of Des Plaines and provide additional retail options for residents that are currently not available in the immediate vicinity of the area.

Conditional Use and PUD Findings: As required, the proposed development is reviewed below in terms of the findings contained in Section 12-3-5(E) of the 1998 City of Des Plaines Zoning Ordinance, as amended.

A. The extent to which the Proposed Plan is or is not consistent with the stated purpose of the PUD regulations in Section 12-3.5-1 and is a stated Conditional Use in the subject zoning district:

Comment: A PUD is a listed conditional use in the C-3 zoning district. The proposed project meets the stated purpose of the PUD. Additionally, the redevelopment of the subject property will enhance the neighboring area, but also be cognizant of nearby land uses. Please also see the responses from the applicant.

B. The extent to which the proposed plan meets the prerequisites and standards of the planned unit development regulations:

Comment: The proposed development will be in keeping with the City's prerequisites and standards regarding planned unit development regulations. Please also see the responses from the applicant.

C. The extent to which the proposed plan departs from the applicable zoning and subdivision regulations otherwise applicable to the subject property, including, but not limited to the density, dimension, area, bulk, and use and the reasons why such departures are or are not deemed to be in the public interest:

Comment: The proposed project is in-line with the intent of a PUD as there is an exception being requested to accommodate a second principle structure on the subject property where the existing Mariano's grocery store and separate restaurant use currently exist. Additionally, the proposed exception would provide additional services and conveniences for Mariano's patrons. Please also see the responses from the applicant.

D. The extent to which the physical design of the proposed development does or does not make adequate provision for public services, provide adequate control of vehicular traffic, provide for, protect open space, and further the amenities of light and air, recreation and visual enjoyment:

Comment: All provisions for public services, adequate traffic control and the protection of open space are being accommodated in the proposed development. The proposed fueling station will be located within the existing paved parking area and will utilize the existing access points and approaches to the site. Please also see the responses from the applicant.

November 24, 2020

Page 12

E. The extent to which the relationship and compatibility of the proposed development is beneficial or adverse to adjacent properties and neighborhood:

Comment: The proposed development complements existing development to the west and extends the commercial land use, which is designated for this property. Additionally, considerations will be made to reduce any impact on the nearby residential uses from light and noise pollution. Please also see the responses from the applicant.

F. The extent to which the proposed plan is not desirable to physical development, tax base and economic well-being of the entire community:

Comment: The proposed project will contribute to an improved physical appearance within the City by constructing a new fueling station, which will contribute positively to the tax base and economic well-being of the community. Please also see the responses from the applicant.

G. The extent to which the proposed plan is in conformity with the recommendations of the 2019 Comprehensive Plan:

Comment: The proposed development meets the goals, objectives and recommendations of the 2019 Comprehensive Plan. Please also see the responses from the applicant.

Recommendation: Staff recommends approval of the requested Preliminary and Final Planned Unit Development and Conditional Use for a Localized Alternative Sign Regulation in the C-3 zoning district at 10 E. Golf Road.

Planning and Zoning Board Procedure: Under Section 12-3-5-1 of the Zoning Ordinance (Mixed-Use Planned Unit Developments) and Section 12-3-4(G) of the Zoning Ordinance (Conditional Uses), the Planning and Zoning Board has the authority to *recommend* that the City Council approve, approve subject to conditions, or disapprove the above-mentioned Preliminary & Final Planned Unit Development (PUD) and Conditional Use for a Localized Alternative Sign Regulation (LASR) within the C-3 Zoning District at 10 E. Golf Road. The City Council has the final authority on the proposal.

Chairman Szabo asked for clarification of the reduction of 70 parking spaces for the building of the fuel center. Planner Stytz stated that the parking requirements will still be met.

Chairman Szabo asked if anyone present was for or against the case.

Chairman Szabo swore in Mr. Ken Lewis of 120 Harvey. Mr. Lewis stated the following:

- Mr. Lewis had an objection to the building of the gas station. Mr. Harvey stated that he received a letter via certified mail last week and had learned at the meeting that the proposal is for a 24-hour gas station. Mr. Lewis believes that the building of the gas station will affect their property values and daily lives.
- Mr. Lewis stated that he agrees that the Mariano's is an asset to the community, but he will do everything possible to stop the building of the gas station.
- Mr. Lewis inquired whom he should address his concerns regarding this case.
- Mr. Lewis suggested that the vacant Marathon across the street would be a better option for the fuel center.

November 24, 2020

Page 13

- Mr. Lewis also raised concerns about the park and safety concerns involving the storage tanks and general environmental concerns.

Chairman Szabo stated that by attending the Planning & Zoning Board meeting was a good first start. Chairman Szabo stated that specific questions may be addressed to the Director of Community Development, Mike McMahon.

Mr. Lewis stated that he spoke with his Alderman Zadrozny, who did not receive a certified letter and was not in favor of the building of a gas station. Mr. Kratz stated that he received a public notice list from staff, Mariano's stated that approximately 70 letters were sent to property owners. Staff responded that letters are mailed to those within a 300-foot radius.

Mr. Lewis stated that he would like this case delayed for additional input from residents.

Chairman Szabo stated that the Planning & Zoning Board recommends an action to City Council. City Council makes the final decision. This case will be on the December 21st City Council meeting agenda.

Member Saletnik asked Mr. Lewis to point out his home on the map. Mr. Lewis pointed out his home adjacent to the animal hospital, with the back of the home facing Golf Road. Member Saletnik asked Mr. Lewis to address the specific issues of why he does not want the fuel center built. Mr. Lewis stated the following points: the gas station is 24 hours and will have an increase of lights, traffic and noise, concern over having a gas station and gas station odors and that the gas station is in his direct line of sight.

Member Saletnik asked if Mr. Lewis knew of any previous gasoline spills at the Marathon that had adversely affected his property values. Mr. Lewis had no knowledge of any information about the Marathon.

Member Saletnik inquired to staff about the concerns about noise and light due to the nature of the 24 hour operation. Planner Stytz stated that there are codes that need to be met, Member Saletnik reiterated that there are provisions on the code that limit adverse restrictions.

Mr. Lewis stated that his made concern over his property value, he questioned who would compensate him for the reduction in property value. Member Saletnik asked Mr. Lewis what year he purchased the home, he responded that he moved in at 1992. Member Saletnik stated that Golf Road is a major arterial street and that is pre-existing condition. Member Saletnik stated that the fuel station will be very well designed and landscaped and have better curb appeal then several of the surrounding businesses. Mr. Lewis did not have a problem with the design but the use and is objecting to the gas station.

Member Veremis inquired about the Marathon gas station and if homes backed up to that property. Mr. Lewis stated that yes, homes are behind the gas station. Member Veremis asked if it were more acceptable if it was not 24 hours. Mr. Lewis stated that the gas station is not acceptable period. Mr. Lewis stated that applicant, Mariano's, never presented this use at prior meetings.

Member Fowler asked Mr. Ferrel about overnight usage of the fuel center during the overnight hours. Mr. Ferrel responded that approximately a few dozen people use the station during the overnight hours and is mainly for customer convenience and to remain competitive with other fuel centers. The fuel center will not be manned 24-hours, after store hours it will only be on a card payment basis.

November 24, 2020

Page 14

Member Veremis asked that since there is a minimal amount of traffic, would they consider changing the hours of operation. Mr. Ferrel stated that they would be open minded based on the recommendation of the board.

Member Hofherr stated that the gas station on the west side of Golf Road has been vacant, and if Mariano's has looked at using that location as the location (Golf & Mt Prospect Rd) of their fuel center. Mr. Ferrel stated that they have been evaluating the current site, as that is the preference, due to the overlapping customer. Mr. Ferrel stated that there is a financial benefit to staying on the current property as well.

Member Hofherr commented on the former Jewel at Thacker and Elmhurst Road, which has gone out of business and has since been torn down. Member Hofherr also mentioned Sam's Club at Oakton as a major competitor, which is always packed. Member Hofherr also had safety concerns over the pedestrian traffic in the parking lot.

Mr. Ferrel responded that the reason the fuel station is in the corner is to utilize the outside drive aisles and provides good separation of vehicle and pedestrian traffic. He also stated that they looked at the remainder of parking spots and they are comfortable with the remainder of parking spots and that it still meets the standard.

Member Hofherr also expressed concern over the gas station being opened 24/7, he suggested that a reasonable approach would have the gas station have similar hours to the grocery store.

Chairman Szabo asked about the number of parking spots as compared to the store in Arlington Heights. Mr. Ferrel stated that the number of spots would be comparable. Mr. Ferrel stated that the number of stalls they have today was based on the utilization of the site.

Member Veremis has a question about the delivery from the fuel trucks, Mr. Ferrel stated that the delivery can be scheduled for a specific period of time. At the store, you may see several delivery trucks throughout the day, fuel deliveries may happen one or two times per day.

Mr. Saletnik asked about the noise levels in relation to the current noise levels. Also, he asked about the volume of traffic, specifically about the gas price point. Mr. Fennel stated that the gas is not discounting, the discount rate is due to the rewards program. The benefit of the fuel station is having total control of the customer experience and rewarding the Mariano's customers.

Mr. Kratz addressed the noise comments and environmental issues. He stated that gas stations are not normally a noisy operation and not different from the parking lot. Generally, the sound coming from streets is louder than the gas station operation. There will be no gas station TV, music or a PA system; communication is available through a call button with the attendant.

Mr. Kratz also responded to the light concern, all the lights in the fuel center are in the canopy and downward facing which prevents light shining straight ahead. Also, the addition of landscaping provides some light shield as well.

As far as tanks/underground fuel system, Mariano's strictly follows the State and EPA regulations. Kroger does not want any environmental issues and are very cautious when moving forward with a fuel center.

November 24, 2020

Page 15

Mr. Lewis asked if the information would be available on the website. Planner Stytz stated that the plans are available on the City's website.

A motion was made by Board Member Saletnik , seconded by Board Member Veremis to approve with the additional condition that the fuel center is open no more than one hour prior to the opening of the store and closes no later than one hour after the store closing;

AYES: Saletnik, Veremis, Fowler, Hofherr, Szabo

NAYES: None

*****MOTION CARRIES *****

This item will be heard on the December 21, 2020 City Council meeting.

CITY OF DES PLAINES

ORDINANCE Z - 26 - 20

AN ORDINANCE APPROVING A COMBINED PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT AND A CONDITIONAL USE FOR A LOCALIZED ALTERNATIVE SIGN REGULATION AT 10 E. GOLF ROAD. (Case #20-025-PUD-CU LASR).

WHEREAS, Realty Income Illinois Properties 2, LLC (“*Petitioner*”) is the current record title holder of that certain real property consisting of approximately 8.624 acres, located in the C-3 General Commercial Zoning District (“*C-3 District*”), commonly known as 10 E. Golf Road, Des Plaines, Illinois (the “*Subject Property*”); and

WHEREAS, the Subject Property is currently improved with a Mariano’s Grocery Store (“*Mariano’s Grocery*”); and

WHEREAS, the Petitioner desires to construct a fueling station (“*Fueling Station*”) on the southwest corner of the Subject Property and install modified monument signs and canopy signs on the Subject Property; and

WHEREAS, as the Petitioner desires to construct a second principal structure on the same zoning lot as the Mariano’s Grocery, it is required to designate the Subject Property as a planned unit development (PUD); and

WHEREAS, pursuant to Sections 12-3-5 of the City of Des Plaines Zoning Ordinance (“*Zoning Ordinance*”) the Petitioner filed an application with the City for the approval of: (i) a combined preliminary and final plat of planned unit development of the Subject Property (“*Proposed Plat of PUD*”), and (ii) a conditional use for a Localized Alternative Sign Regulation (“*Proposed LASR*”) (collectively, the “*Requested Relief*”); and

WHEREAS, within fifteen (15) days after the receipt thereof, the Petitioner’s application for the Requested Relief was referred by the Department of Community and Economic Development to the City’s Planning and Zoning Board (“*Board*”); and

WHEREAS, within ninety (90) days after the date of the Petitioner's application, a public hearing was held by the Board on November 24, 2020, pursuant to publication in the *Journal & Topics* on November 4, 2020; and

WHEREAS, notice of the public hearing was mailed to all property owners within 300 feet of the Subject Property; and

WHEREAS, during the public hearing the Board heard competent testimony and received evidence with respect to how the Petitioner intended to satisfy and comply with the provisions of the Zoning Ordinance; and

WHEREAS, pursuant to Section 12-3-5 of the Zoning Ordinance, the Board filed a written report with the City Council on November 25, 2020, summarizing the testimony and evidence received by the Board and stating its approval by a vote of 5-0 of the Proposed Plat of PUD and the Proposed LASR for the Subject Property subject to certain conditions; and

WHEREAS, the Petitioner made certain representations to the Board with respect to the Requested Relief, which representations are hereby found by the City Council to be material and upon which the City Council relies in approving the Requested Relief; and

WHEREAS, the City Council has considered the written report of the Board, the applicable standards for planned unit developments set forth in the Zoning Ordinance, and the Community and Economic Development Staff Memorandum dated November 6, 2020, and has determined that it is in the best interest of the City and the public to approve the Requested Relief in accordance with the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1. RECITALS. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for the approval of the Proposed Final Plat of PUD.

SECTION 2. LEGAL DESCRIPTION OF THE SUBJECT PROPERTY. The Subject Property is legally described as:

PARCEL 1:

THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF GOLF ROAD, AS NOW LAID OUT, 213.46 FEET SOUTHWESTERLY AS MEASURED ON SAID CENTER LINE OF THE INTERSECTION OF SAID CENTER LINE WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE OF GOLF ROAD 250 FEET, THENCE SOUTHWESTERLY PARALLEL TO THE CENTER LINE OF GOLF ROAD, 398.75 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 18, THENCE SOUTH ON THE WEST LINE OF SECTION 18, 255.98 FEET MORE OR LESS TO AN INTERSECTION WITH THE CENTER LINE OF GOLF ROAD, THENCE NORTHEASTERLY ON THE CENTER LINE OF

GOLF ROAD, 453.79 FEET MORE OR LESS TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS. (EXCEPT THAT PART FALLING IN GOLF ROAD)

PARCEL 2:

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 18 AFORESAID THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18, 250 FEET THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 81 DEGREES 50 MINUTES FROM THE SOUTH TO EAST WITH SAID WEST LINE OF SECTION 18, 50.51 FEET FOR A POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 70 IN HERZOG'S FIFTH ADDITION TO DES PLAINES THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID HERZOG'S FIFTH ADDITION TO DES PLAINES 142.96 FEET THENCE SOUTHERLY ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTHERLY LINE OF HERZOG'S FIFTH ADDITION TO DES PLAINES 160 FEET THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTHERLY LINE OF HERZOG'S FIFTH ADDITION TO DES PLAINES 120.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF MOUNT PROSPECT ROAD, BEING A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18 THENCE NORTH ALONG THE EAST LINE OF MOUNT PROSPECT ROAD, 161.64 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD NOW KNOWN AS GOLF ROAD OF COOK COUNTY, ILLINOIS EXCEPT (1) THE EAST 83.56 FEET THEREOF (2) THAT PART THEREOF FALLING WITHIN THE BOUNDARIES OF HERZOG'S FIFTH ADDITION TO DES PLAINES A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 7, AND PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (3) PARCELS 1 AND 2 AS HEREINABOVE DESCRIBED IN COOK COUNTY, ILLINOIS (4) THE EAST 17 FEET OF THE WEST 50 FEET TAKEN PURSUANT TO ORDERS ENTERED IN CASE 84 L5 2056.

EXCEPTING FROM PARCELS 1 AND 3 THAT PART OF THE LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION PROCEEDINGS HAD IN CASE NO. 67 L 13163, DESCRIBED AS FOLLOWS:

THAT PART OF THE FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE, OF GOLF (EVANSTON- ELGIN) ROAD, WITH THE WEST LINE OF SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 255.98 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD, A DISTANCE OF 33.79 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE A DISTANCE OF 17.41 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ALONG SAID LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF WEST LINE OF SAID SECTION 18 A DISTANCE OF 157 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 63.20 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 55 FEET NORTHWESTERLY OF THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD; THENCE NORTHEASTERLY ALONG SAID LINE, PARALLEL WITH AND DISTANCE 55 FEET NORTHWESTERLY OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD A DISTANCE OF 90.0 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 90.12 FEET TO A POINT ON THE RIGHT OF WAY LINE OF GOLF (EVANSTON-ELGIN) ROAD SAID NORTHERLY LINE OF GOLF (EVANSTON-ELGIN) ROAD BEING PARALLEL WITH AND DISTANCE 50.0 FEET NORTHWESTERLY OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF GOLF (EVANSTON-ELGIN) ROAD TO A POINT IN SAID EAST LINE OF MOUNT PROSPECT ROAD; THENCE NORTH ALONG SAID EAST LINE OF MOUNT PROSPECT ROAD, A DISTANCE OF 204.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO THAT PART OF THE FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF GOLF (EVANSTON- ELGIN) ROAD, WITH THE WEST LINE OF SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 255.98 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF GOLF (EVANSTON-ELGIN) ROAD, A DISTANCE OF 33.79 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 17.41 FEET TO A POINT ON

A LINE PARALLEL WITH, AND DISTANCE 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID LINE PARALLEL WITH AND DISTANCE 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 499.37 FEET TO A POINT; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 17.17 FEET TO A POINT ON THE EASTERLY LINE OF MOUNT PROSPECT ROAD, SAID LINE BEING PARALLEL WITH AND DISTANT 33 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ALONG SAID EASTERLY LINE OF MOUNT PROSPECT ROAD, A DISTANCE OF 505.55 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD WHICH IS IN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18 FOR A DISTANCE OF 1134 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 102 DEGREES 25 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 21.2 FEET TO THE POINT OF BEGINNING, WHICH IS ON THE EASTERLY RIGHT OF WAY LINE OF MOUNT PROSPECT ROAD, THENCE NORTHEASTERLY ALONG A CONTINUATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 407.5 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF SEEGER ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 177 DEGREES 18 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 412 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 105 DEGREES 7 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 17.5 FEET MORE OR LESS THAN POINT OF BEGINNING, AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED NOVEMBER 26, 1930 AND RECORDED APRIL 28, 1931 AS DOCUMENT 10890723.

P.I.N. 09-18-100-004-0000

Commonly known as 10 E. Golf Road, Des Plaines, Illinois 60018

SECTION 3. APPROVAL OF PROPOSED PLAT OF PUD. Subject to and contingent upon the conditions, restrictions, limitations, and provisions set forth in Section 5 of this Ordinance, the City Council hereby:

A. Subject to and contingent upon the conditions set forth in Section 5 of this Ordinance, approves the Proposed Plat of PUD and directs the Zoning Administrator to accept the Proposed Final Plat of PUD, which consists of the “Preliminary and Final Planned Unit Development Plat” prepared by Sevan Engineering, consisting of three sheets, and dated October 20, 2020, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit A**.

B. Grants, pursuant to Section 12-3-5.D of the Zoning Ordinance, a conditional use permit to the Petitioner for the development of the Proposed Development as a planned unit development in accordance with the provisions of this Ordinance. The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 4. CONDITIONAL USE PERMIT FOR LASR. Subject to and contingent upon the conditions, restrictions, limitations and provisions set forth in Section 5 of this Ordinance, the City Council hereby grants the Conditional Use Permit to authorize a localized alternative sign regulation plan for the Subject Property that includes a non-illuminated wall sign, two external illuminated monument signs, a monument sign with LED price display, a wall sign with LED price display for the Fueling Station canopy, and a “Mariano’s” wall sign for the Fueling Station canopy (collectively, “**Signs**”) on the Subject Property as depicted on the “Mariano’s Sign Plan” prepared by Doyle General Sign Contractors, consisting of seven sheets, and dated September 1, 2020, attached to and, by this reference, made a part of, this Ordinance as **Exhibit B** (“**Sign Plan**”). The Conditional Use Permit granted by this Ordinance is consistent with and equivalent to a "special use" as referenced in Section 11-13-25 of the Illinois Municipal Code, 65 ILCS 5/11-13-25.

SECTION 5. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, and any other rights that the Petitioner may have, the approvals granted in Sections 3 and 4 of this Ordinance are subject to and contingent upon compliance with the requirement that permitted operating hours for the Fueling Station be limited to no greater than opening one hour before the Mariano's Grocery and closing one hour after the Mariano's Grocery each day.

SECTION 6. RECORDATION; BINDING EFFECT. A copy of this Ordinance must be recorded in the Office of the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein run with the Subject Property and inure to the benefit of, and are binding upon, the Petitioner and its respective personal representatives, successors, and assigns, including, without limitation, subsequent purchasers of the Subject Property.

SECTION 7. FAILURE TO COMPLY WITH CONDITIONS.

A. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or resists the enforcement of, any of the provisions of this Ordinance shall be fined not less than seventy-five dollars (\$75.00) or more than seven hundred and fifty dollars (\$750.00) for each offense. Each and every day that a violation of this Ordinance is allowed to remain in effect shall constitute a complete and separate offense. In addition, the appropriate authorities of the City may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person, firm or corporation violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees.

B. In the event that the Petitioner fails to develop or maintain the Subject Property in accordance with the plans submitted, the requirements of the Zoning Ordinance or the conditions

set forth in Section 5 of this Ordinance, the approvals granted by Sections 3 and 4 of this Ordinance may be revoked after notice and hearing before the Zoning Administrator of the City, all in accordance with the procedures set forth in Section 12-4-7 of the Zoning Ordinance. In the event of revocation, the development and use of the Subject Property will be governed solely by the regulations of the C-3 District. Further, in the event of such revocation, the City Manager and the City's General Counsel are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, has considered the possibility of the revocation provided for in this Section, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice and hearing required by Section 12-4-7 of the Zoning Ordinance is provided to the Petitioner.

SECTION 8. AMENDMENTS. Any amendment to any provision of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance and the Subdivision Regulations.

SECTION 9. SEVERABILITY. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

SECTION 10. EFFECTIVE DATE. This Ordinance will be effective only upon the occurrence of the following events:

- A. Passage by the City Council in the manner required by law;
- B. Publication in pamphlet form in the manner required by law;
- C. The filing with the City Clerk by the Petitioner of an unconditional agreement and consent in substantially the form attached to and, by this reference, made a part of this Ordinance

as **Exhibit C**, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance, and demonstrating the Petitioner's consent to its recordation; and

D. At Petitioner's sole cost and expense, the recordation of this Ordinance, together with such exhibits as the City Clerk deems appropriate for recordation, with the office of the Recorder of Cook County.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

CITY CLERK

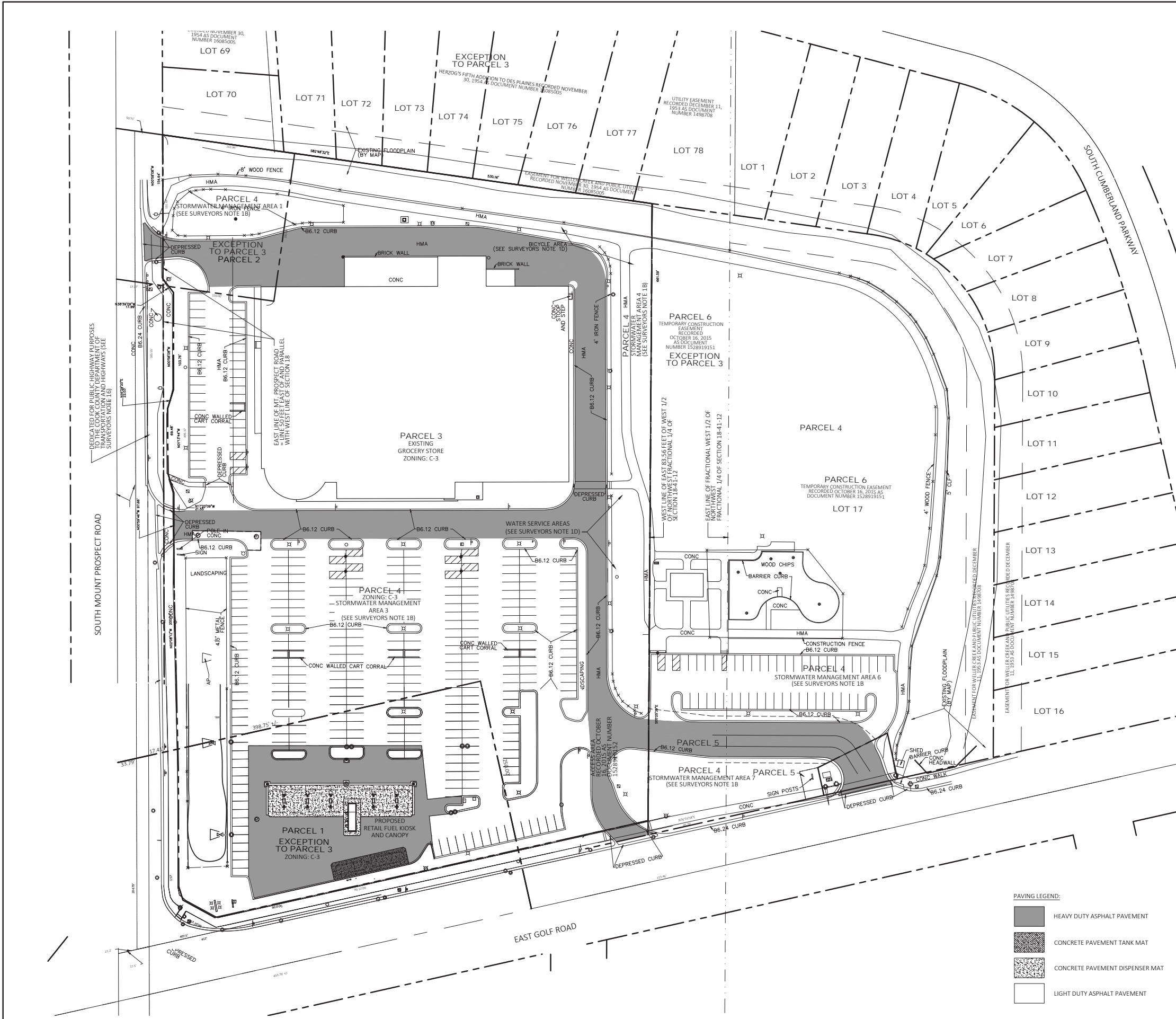
Published in pamphlet form this
____ day of _____, 2021.

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

FILE NAME: Y:\Shared\Clients\Boundary\Supplemental\inc\Design\531-00541\CA\cadd\pud\Plat.dwg, JUST SAVED BY: jammerson, Austin, SAVED DATE: 10/21/2020 2:58 PM



PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLAT

SCALE: 1" = 50'-0"



Exhibit A

PARCEL 1: THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER LINE OF GOLF ROAD, AS NOW LAID OUT, 213.46 FEET SOUTHWESTERLY AS MEASURED ON SAID CENTER LINE OF THE INTERSECTION OF SAID CENTER LINE WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID CENTER LINE OF GOLF ROAD 250 FEET; THENCE SOUTHWESTERLY PARALLEL TO THE CENTER LINE OF GOLF ROAD, 398.75 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ON THE WEST LINE OF SAID SECTION 18, 255.98 FEET MORE OR LESS TO AN INTERSECTION WITH THE CENTER LINE OF GOLF ROAD, THENCE NORTHEASTERLY ON THE CENTER LINE OF GOLF ROAD, 453.79 FEET MORE OR LESS TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART FALLING IN GOLF ROAD).

PARCEL 2: THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 18 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18, 250 FEET; THENCE EASTERLY ON A LINE FORMING AN ANGLE OF 81 DEGREES 50 MINUTES FROM SOUTH TO EAST WITH SAID WEST LINE OF SECTION 18, 50.53 FEET FOR A POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; SAID POINT BEING THE SOUTHWESTERLY CORNER OF LOT 70 IN HERZOG'S FIFTH ADDITION TO DES PLAINES; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID HERZOG'S FIFTH ADDITION TO DES PLAINES 142.96 FEET; THENCE SOUTHERLY ON A LINE DRAWN AT RIGHT ANGLES TO THE SOUTHERLY LINE OF HERZOG'S FIFTH ADDITION TO DES PLAINES 160 FEET; THENCE WESTERLY ON A LINE PARALLEL WITH THE SOUTHERLY LINE OF HERZOG'S FIFTH ADDITION TO DES PLAINES 120.00 FEET TO AN INTERSECTION WITH THE EAST LINE OF MOUNT PROSPECT ROAD, BEING A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG THE EAST LINE OF MOUNT PROSPECT ROAD, 161.64 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD NOW KNOWN AS GOLF ROAD OF COOK COUNTY, ILLINOIS; EXCEPT (1) THE EAST 83.56 FEET THEREOF (2) THAT PART THEREOF FALLING WITHIN THE BOUNDARIES OF HERZOG'S FIFTH ADDITION TO DES PLAINES A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 7, AND PART OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (3) PARCELS 1 AND 2 AS HEREINABOVE DESCRIBED IN COOK COUNTY, ILLINOIS (4) THE EAST 17 FEET OF THE WEST 50 FEET TAKEN PURSUANT TO ORDERS ENTERED IN CASE 84LS2056, EXCEPTING FROM PARCELS 1 AND 3 THAT PART OF THE LAND TAKEN FOR ROAD PURPOSES BY CONDEMNATION PROCEEDINGS HAD IN CASE NO. 67L13163, DESCRIBED AS FOLLOWS:

THAT PART OF THE FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD, WITH THE WEST LINE OF SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 255.98 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD, A DISTANCE OF 33.79 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE A DISTANCE OF 17.41 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ALONG SAID LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF WEST LINE OF SAID SECTION 18 A DISTANCE OF 157 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 29.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. ALSO THAT PART OF THE FRACTIONAL WEST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD, WITH THE WEST LINE OF SECTION 18; THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 255.98 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH THE CENTERLINE OF GOLF (EVANSTON-ELGIN) ROAD, A DISTANCE OF 33.79 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG AN EXTENSION OF THE LAST DESCRIBED LINE A DISTANCE OF 17.41 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID LINE PARALLEL WITH AND DISTANT 50 FEET EAST OF THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 499.37 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 17.17 FEET TO A POINT ON THE WESTERLY LINE OF MOUNT PROSPECT ROAD, SAID LINE BEING PARALLEL WITH AND DISTANT 33 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE SOUTH ALONG SAID EASTERLY LINE OF MOUNT PROSPECT ROAD, A DISTANCE OF 505.55 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THEREFROM THAT PART OF FRACTIONAL WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 LYING NORTH OF THE CENTERLINE OF SEEGER'S ROAD WHICH IS IN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 18 FOR A DISTANCE OF 11.11 FEET; THENCE NORTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 02 DEGREES 25 MINUTES TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 21.2 FEET TO THE POINT OF BEGINNING, WHICH IS ON THE EASTERLY RIGHT OF WAY LINE OF MOUNT PROSPECT ROAD, THENCE NORTHEASTERLY ALONG A CONTINUATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 47.5 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SEEGER'S ROAD; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 177 DEGREES 18 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 412 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE WHICH FORMS AN ANGLE OF 105 DEGREES 7 MINUTES TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE FOR A DISTANCE OF 17.5 FEET MORE OR LESS THAN POINT OF BEGINNING, AS DEDICATED FOR ROAD PURPOSES BY INSTRUMENT DATED NOVEMBER 26, 1930 AND RECORDED APRIL 28, 1931 AS DOCUMENT 1089073.

ALSO EXCEPTING THAT PART TO BE DEDICATED FOR PUBLIC HIGHWAY PURPOSES TO THE COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 17 IN BLOCK 9, IN HERZOG'S THIRD ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF LOTS 4 AND 5 OF SEEGER'S SUBDIVISION OF PART OF THE SOUTH HALF OF FRACTIONAL SECTION 7, AND PART OF THE NORTH HALF OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 11, 1953, AS DOCUMENT NUMBER 1489708; THENCE SOUTH 76 DEGREES 33 MINUTES 58 SECONDS WEST, A DISTANCE OF 90.14 FEET ALONG SAID NORTH LINE; THENCE SOUTH 76 DEGREES 33 MINUTES 58 SECONDS WEST, A DISTANCE OF 90.10 FEET ALONG SAID NORTH LINE; THENCE SOUTH 62 DEGREES 09 MINUTES 08 SECONDS WEST, A DISTANCE OF 62.90 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF MOUNT PROSPECT ROAD; THENCE NORTH 00 DEGREES 58 MINUTES 08 SECONDS WEST, A DISTANCE OF 9.13 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 58 MINUTES 08 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 655.17 FEET; THENCE SOUTH 38 DEGREES 39 MINUTES 09 SECONDS EAST, A DISTANCE OF 17.41 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 08 SECONDS EAST, A DISTANCE OF 103.76 FEET; THENCE SOUTH 16 DEGREES 29 MINUTES 20 SECONDS WEST, A DISTANCE OF 22.03 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 44 SECONDS EAST, A DISTANCE OF 69.48 FEET; THENCE SOUTH 17 DEGREES 30 MINUTES 09 SECONDS EAST, A DISTANCE OF 21.55 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 97.66 FEET; THENCE SOUTH 02 DEGREES 08 MINUTES 12 SECONDS EAST, A DISTANCE OF 200.04 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 29 SECONDS EAST, A DISTANCE OF 124.71 FEET; THENCE SOUTH 18 DEGREES 03 MINUTES 46 SECONDS EAST, A DISTANCE OF 14.92 FEET; THENCE NORTH 62 DEGREES 09 MINUTES 28 SECONDS WEST, A DISTANCE OF 22.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART TO BE DEDICATED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 17 IN BLOCK 9, IN HERZOG'S THIRD ADDITION TO DES PLAINES, BEING A SUBDIVISION OF PART OF LOTS 4 AND 5 OF SEEGER'S SUBDIVISION OF PART OF THE SOUTH HALF OF FRACTIONAL SECTION 7, AND PART OF THE NORTH HALF OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 11, 1953, AS DOCUMENT NUMBER 1489708; THENCE SOUTH 76 DEGREES 33 MINUTES 58 SECONDS WEST, A DISTANCE OF 85.76 FEET ALONG THE NORTH LINE OF ILLINOIS ROUTE 58 (GOLF ROAD) AS MONUMENTED AND OCCUPIED TO A POINT ON THE WEST LINE OF THE EAST 83.56 FEET OF THE WEST HALF OF SAID NORTHWEST QUARTER OF FRACTIONAL SECTION 18, SAID POINT BEING ALSO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 76 DEGREES 33 MINUTES 58 SECONDS WEST, A DISTANCE OF 293.27 FEET ALONG SAID NORTH LINE; THENCE SOUTH 79 DEGREES 44 MINUTES 45 SECONDS WEST, A DISTANCE OF 90.14 FEET ALONG THE NORTH LINE OF ILLINOIS ROUTE 58 (GOLF ROAD) PER COURT CASE NUMBER 67L13163; THENCE SOUTH 76 DEGREES 33 MINUTES 58 SECONDS WEST, A DISTANCE OF 90.10 FEET ALONG SAID NORTH LINE; THENCE NORTH 62 DEGREES 09 MINUTES 08 SECONDS WEST, A DISTANCE OF 62.90 FEET ALONG SAID NORTH LINE TO THE EAST LINE OF MOUNT PROSPECT ROAD PER COURT CASE NUMBER 67L13163; THENCE NORTH 00 DEGREES 58 MINUTES 08 SECONDS WEST, A DISTANCE OF 9.13 FEET ALONG SAID EAST LINE; THENCE SOUTH 62 DEGREES 09 MINUTES 28 SECONDS EAST, A DISTANCE OF 61.08 FEET; THENCE NORTH 76 DEGREES 36 MINUTES 31 SECONDS EAST, A DISTANCE OF 476.17 FEET TO SAID WEST LINE OF THE EAST 83.56 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 18; THENCE SOUTH 00 DEGREES 59 MINUTES 29 SECONDS EAST, A DISTANCE OF 15.15 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4: PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED BY THE RECIPROCAL STORM WATER MANAGEMENT, DETENTION AND MAINTENANCE EASEMENT AGREEMENT RECORDED OCTOBER 16, 2015 AS DOCUMENT NUMBER 1528919151 FOR STORM WATER MANAGEMENT, DRAINAGE AND DETENTION, MAINTENANCE, OVER AND UPON THOSE AREAS DEPICTED AS SMA 5, SMA 6 AND SMA 7 ON EXHIBIT 'A' ATTACHED THERETO, LOCATED ON THE LAND DESCRIBED ON EXHIBIT 'B', ATTACHED THERETO.

PARCEL 5: PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED BY THE ACCESS, SIGN AND MAINTENANCE EASEMENT RECORDED OCTOBER 16, 2015 AS DOCUMENT NUMBER 1528919149, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, SIGNAGE, AND MAINTENANCE OVER AND UPON THOSE AREAS DEPICTED ON EXHIBIT 'A', AND DESCRIBED ON EXHIBITS 'D' AND 'E' ATTACHED THERETO.

PARCEL 6: TEMPORARY CONSTRUCTION EASEMENT FOR THE BENEFIT OF PARCELS 1, 2, AND 3, AS CREATED BY THE TEMPORARY CONSTRUCTION EASEMENT RECORDED OCTOBER 16, 2015 AS DOCUMENT NUMBER 1528919151, OVER AND UPON THE LAND DESCRIBED ON EXHIBIT 'A', ATTACHED THERETO.

sevan ENGINEERING logo and contact information. Regional Office: 37704 Hills Tech Drive, Farmington Hills, MI 48331. Corporate Office: 3025 Highland Parkway, Suite 850, Downers Grove, IL 60515. Revisions table with 3 entries. Consultant seal for Timothy B. Kratz, Licensed Professional Engineer, No. 062-068956, dated 10/27/2020. Customer logo for MARIANO'S. Project Description: 531-00541 RETAIL FUEL CENTER. Project Location: 10 E. GOLF ROAD, DES PLAINES, IL 60016 (COOK COUNTY). Sheet Title: PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLAT. Sheet Management: Project No. 531-00541, Date: 10/27/2020, CAD File: C1.02.dwg, Project Manager: T. KRATZ. Sheet Number: 1 OF 3.

REVISIONS

NO.	DATE	DESCRIPTION
3	10.20.2020	MWRD AND PUD

CONSULTANT

NO.	DATE	DESCRIPTION
3	10.20.2020	MWRD AND PUD

SEAL



CUSTOMER



PROJECT DESCRIPTION

531-00541
RETAIL FUEL CENTER

PROJECT LOCATION

10 E. GOLF ROAD
DES PLAINES, IL 60016
(COOK COUNTY)

SHEET TITLE

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLAT

SHEET MANAGEMENT

PROJECT NO.:	531-00541
DATE:	-
CAD FILE:	CL 02.dwg
PROJECT MANAGER:	T. KRATZ

SHEET NUMBER

2 OF 3

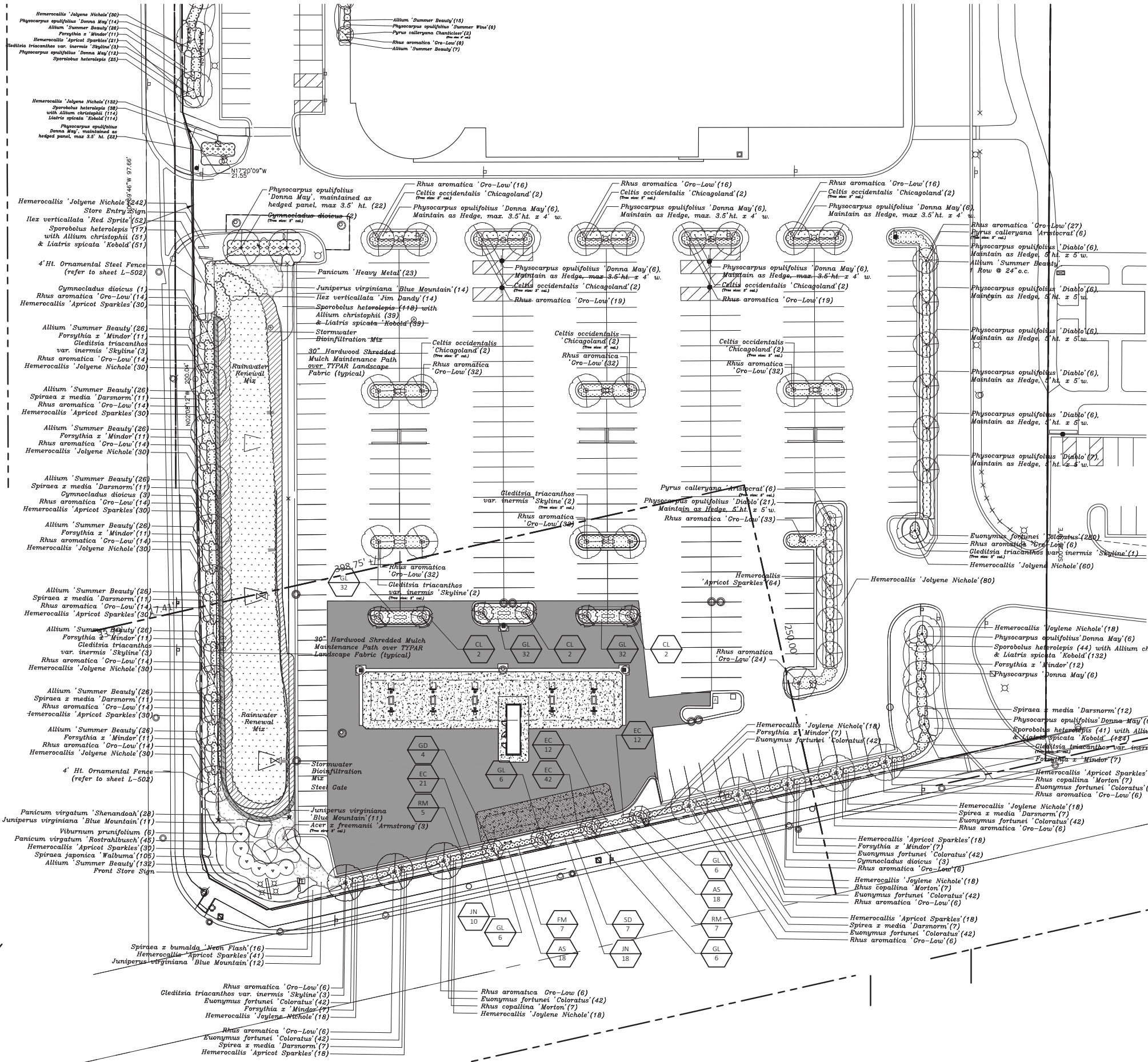
EXISTING PLANT AND MATERIAL SCHEDULE

TREES	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE
-	-	ACER X FREEMANNI 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	2.5"
3	3	ACER X FREEMANNI 'ARMSTRONG'	ARMSTRONG MAPLE	2.5"
16	16	CELTIS OCCIDENTALIS 'CHICAGOLAND'	CHICAGOLAND HACKBERRY	2.5"
19	19	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYLINE'	SKYLINE THORNLESS HONEYLOCUST	2.5"
9	9	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2.5"
-	-	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	2.5"
12	12	PYRUS CALLERYANA 'ARISTOCRAT'	ARISTOCRAT PEAR	2.5"
88	88	FORSYTHIA X 'MINDOR'	SHOWOFF FORSYTHIA	3 GAL./1.5'
14	14	ILEX VERTICALATA 'JIM DANDY'	JIM DANDY WINTERBERRY	3' HT.
52	52	ILEX VERTICALATA 'RED SPRITE'	RED SPRITE WINTERBERRY	3' HT.
48	48	JUNIPERUS VIRGINIANA 'BLUE MOUNTAIN'	BLUE MOUNTAIN JUNIPER	5 GAL./1.5'
-	-	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'	DONNA MAY NINEBARK	3' HT.
-	-	PHYSOCARPUS OPULIFOLIUS 'SUMMER WINE'	SUMMER WINE NINEBARK	3' HT.
58	58	PHYSOCARPUS OPULIFOLIUS 'DIABLO'	DIABLO NINEBARK	3.5' HT.
518	518	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GAL./1.5'
21	21	RHUS COPALLINA 'MORTON'	MORTON SHINING SUMAC	3 GAL./1.5'
70	70	SPIREA X MEDIA 'DARSNORM'	SNOW STORM SPIREA	3 GAL./1.5'
16	16	SPIREA BUMALDA 'NEON FLASH'	NEON FLASH SPIREA	3 GAL./1.5'
105	105	SPIREA JAPONICA 'WALBUMA'	MAGIC CARPET SPIREA	5 GAL.
-	-	VIBURNUM PRUNIFOLIUM 'BLACKHAW'	BLACKHAW VIBURNUM	6' HT.
366	366	ALLIUM 'SUMMER BEAUTY'	SUMMER BEAUTY ONION	TOP SIZE
622	622	HEMEROCALLIS 'JOLYENE NICOLE'	JOLYENE SPARKLES DAYLILY	1 GAL.
354	354	HEMEROCALLIS 'APRICOT SPARKLES'	APRICOT SPARKLES DAYLILY	1 GAL.
346	346	LIATRIS SPICATA 'KOBOLD'	KOBOLD BLAZING STAR	1 GAL.
23	23	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCH GRASS	1 GAL.
45	45	PANICUM VIRGATUM 'ROSTRAHBUSCH'	RED SWITCH GRASS	1 GAL.
28	28	PANICUM VIRGATUM 'SHENANDOAH'	SHNANDOAH SWITCH GRASS	1 GAL.
220	220	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSIDE	1 GAL.
346	346	ALLIUM CRISTOPHII	STAR OF PERSIA	-
574	574	EUONYMUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	-

PROPOSED PLANT AND MATERIAL SCHEDULE

DECIDUOUS TREES	KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
CL	6	6	CELTIS OCCIDENTALIS 'CHICAGOLAND'	CHICAGOLAND HACKBERRY	2.5"	B&B
GD	4	4	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2.5"	B&B
FM	7	7	FORSYTHIA X 'MINDOR'	SHOWOFF FORSYTHIA	3 GAL./1.5'	-
GL	120	120	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GAL./1.5'	-
SD	7	7	SPIREA X MEDIA 'DARSNORM'	SNOW STORM SPIREA	3 GAL./1.5'	-
RM	12	12	RHUS COPALLINA 'MORTON'	MORTON SHINING SUMAC	5 GAL./1.5'	-
JN	28	28	HEMEROCALLIS 'JOLYENE NICOLE'	JOLYENE NICOLE DAYLILY	1 GAL.	-
AS	36	36	HEMEROCALLIS 'APRICOT SPARKLES'	APRICOT SPARKLES DAYLILY	1 GAL.	-
EC	87	87	EUONYMUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	1 QT.	-

NOTE:
EXISTING PLANTS SHOWN ARE PER THE PREVIOUSLY APPROVED LANDSCAPE PLAN FOR THE MARIANO'S GROCERY DEVELOPMENT. PROPOSED LANDSCAPE IMPROVEMENTS ARE DESIGNED TO BE COMPLEMENTARY TO THE PREVIOUSLY APPROVED LANDSCAPE PLAN.



PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLAT

SCALE: 1" = 30'-0"

Exhibit A

REVISIONS		
NO.	DATE	DESCRIPTION
3	10.20.2020	MWRD AND PUD

CONSULTANT

SEAL

CUSTOMER

PROJECT DESCRIPTION

531-00541
RETAIL FUEL CENTER

PROJECT LOCATION

10 E. GOLF ROAD
DES PLAINES, IL 60016
(COOK COUNTY)

SHEET TITLE

PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT PLAT

SHEET MANAGEMENT

PROJECT NO.: 531-00541
DATE: -
CAD FILE: C1.02.dwg
PROJECT MANAGER: T. KRATZ

SHEET NUMBER

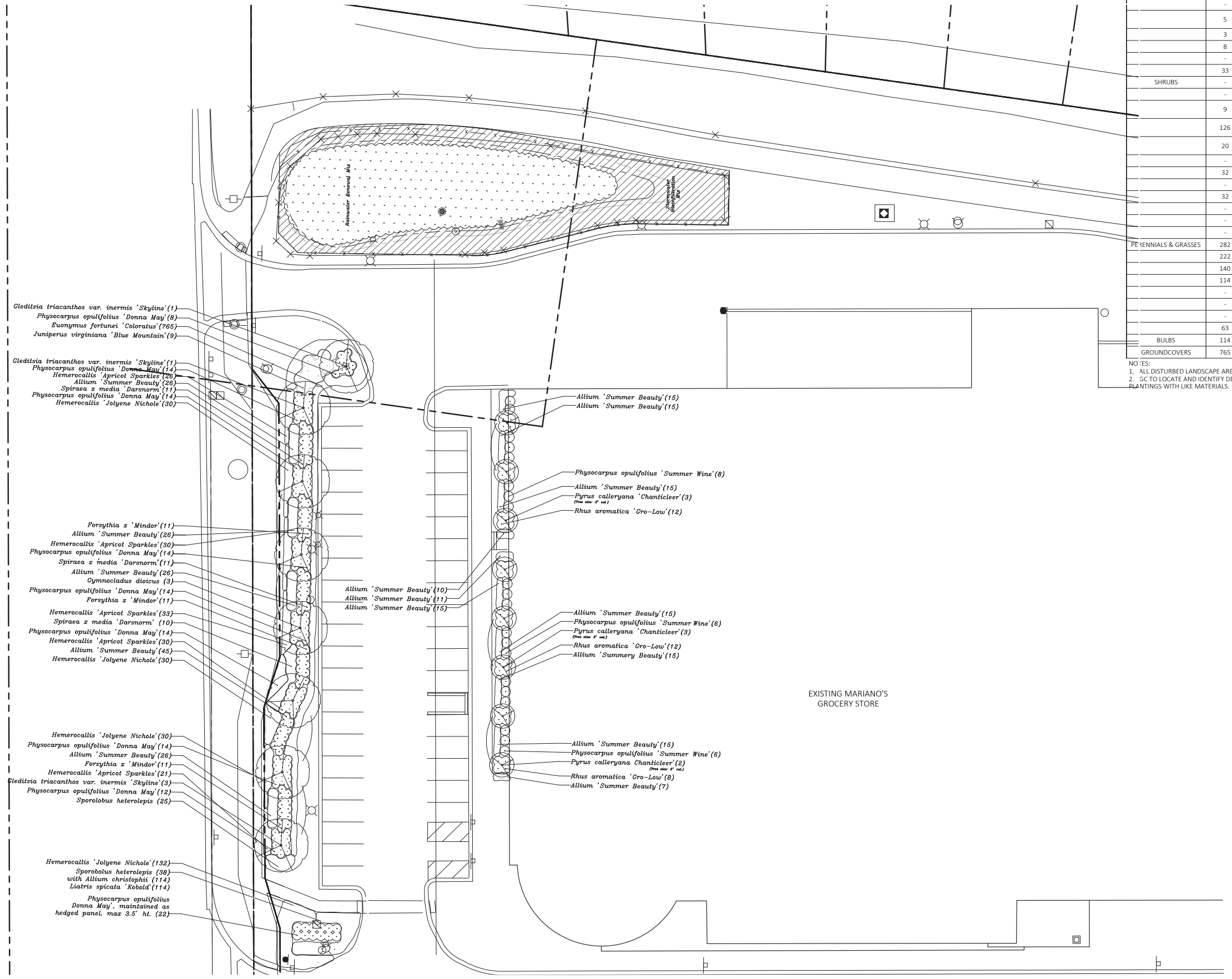
PLAT

EXISTING PLANT AND MATERIAL SCHEDULE

	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE
TREES	-	ACER X FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	2.5"
	-	ACER X FREEMANII 'ARMSTRONG'	ARMSTRONG MAPLE	2.5"
	-	CELTIS OCCIDENTALIS 'CHICAGOLAND'	CHICAGOLAND HACKBERRY	2.5"
	5	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYLINE'	SKYLINE THORNLESS HONEYLOCUST	2.5"
	3	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	2.5"
	8	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	2.5"
	-	PYRUS CALLERYANA 'ARISTOCRAT'	ARISTOCRAT PEAR	2.5"
	33	FORSYTHIA X 'MINDOR'	SHOWOFF FORSYTHIA	3 GAL./1.5'
SHRUBS	-	ILEX VERTICALLATA 'JIM DANDY'	JIM DANDY WINTERBERRY	3' HT.
	-	ILEX VERTICALLATA 'RED SPRITE'	RED SPRITE WINTERBERRY	3' HT.
	9	JUNIPERUS VIRGINIANA 'BLUE MOUNTAIN'	BLUE MOUNTAIN JUNIPER	5 GAL./1.5'
	126	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'	DONNA MAY NINEBARK	3' HT.
	20	PHYSOCARPUS OPULIFOLIUS 'SUMMER WINE'	SUMMER WINE NINEBARK	3' HT.
	-	PHYSOCARPUS OPULIFOLIUS 'DIABLO'	DIABLO NINEBARK	3.5' HT.
	32	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GAL./1.5'
	-	RHUS COPALLINA 'MORTON'	MORTON SHINING SUMAC	3 GAL./1.5'
	32	SPIREA X MEDIA 'DARSNORM'	SNOW STORM SPIREA	3 GAL./1.5'
	-	SPIREA BUMALDA 'NEON FLASH'	NEON FLASH SPIREA	3 GAL./1.5'
	-	SPIREA JAPONICA 'WALBUMA'	MAGIC CARPET SPIREA	5 GAL.
	-	VIBURNUM PRUNIFOLIUM 'BLACKHAW'	BLACKHAW VIBURNUM	6' HT.
PERENNIALS & GRASSES	282	ALLIUM 'SUMMER BEAUTY'	SUMMER BEAUTY ONION	TOP SIZE
	222	HEMEROCALLIS 'JOLYENE NICHOLE'	JOLYENE SPARKLES DAYLILY	1 GAL.
	140	HEMEROCALLIS 'APRICOT SPARKLES'	APRICOT SPARKLES DAYLILY	1 GAL.
	114	LIATRIS SPICATA 'KOBOLD'	KOBOLD BLAZING STAR	1 GAL.
	-	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCH GRASS	1 GAL.
	-	PANICUM VIRGATUM 'ROSTRAHLBUSCH'	RED SWITCH GRASS	1 GAL.
	-	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	1 GAL.
	63	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPS EED	1 GAL.
	114	ALLIUM CRISTOPHII	STAR OF PERSIA	
BULBS	114	ALLIUM CRISTOPHII	STAR OF PERSIA	
GROUNDCOVERS	765	EUNOYMYUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	

NOTES:
1. ALL DISTURBED LANDSCAPE AREAS NOT TO BE RESTORED TO MATCH EXISTING.
2. GC TO LOCATE AND IDENTIFY DEAD OR FAILING PLANTINGS. UNLESS NOTED OTHERWISE, GC TO REPLACE DEAD OR FAILING PLANTINGS WITH LIKE MATERIALS.

NOTE:
EXISTING PLANTS SHOWN ARE PER THE PREVIOUSLY APPROVED LANDSCAPE PLAN FOR THE MARIANO'S GROCERY DEVELOPMENT. PROPOSED LANDSCAPE IMPROVEMENTS ARE DESIGNED TO BE COMPLEMENTARY TO THE PREVIOUSLY APPROVED LANDSCAPE PLAN.



Gleditsia triacanthos var. inermis 'Skyline' (1)
Physocarpus opulifolius 'Donna May' (8)
Eunonymus fortunei 'Coloratus' (765)
Juniperus virginiana 'Blue Mountain' (9)

Gleditsia triacanthos var. inermis 'Skyline' (1)
Physocarpus opulifolius 'Donna May' (14)
Hemerocallis 'Apricot Sparkles' (26)
Allium 'Summer Beauty' (26)
Spiraea x media 'Darsnorm' (11)
Physocarpus opulifolius 'Donna May' (14)
Hemerocallis 'Jolyene Nichole' (30)

Porsythia x 'Mindor' (11)
Allium 'Summer Beauty' (26)
Hemerocallis 'Apricot Sparkles' (30)
Physocarpus opulifolius 'Donna May' (14)
Spiraea x media 'Darsnorm' (11)
Allium 'Summer Beauty' (26)
Gymnocladus dioicus (3)
Physocarpus opulifolius 'Donna May' (14)
Forsythia x 'Mindor' (11)
Hemerocallis 'Apricot Sparkles' (33)
Spiraea x media 'Darsnorm' (10)
Physocarpus opulifolius 'Donna May' (14)
Hemerocallis 'Apricot Sparkles' (30)
Allium 'Summer Beauty' (45)
Hemerocallis 'Jolyene Nichole' (30)

Hemerocallis 'Jolyene Nichole' (30)
Physocarpus opulifolius 'Donna May' (14)
Allium 'Summer Beauty' (26)
Forsythia x 'Mindor' (11)
Hemerocallis 'Apricot Sparkles' (21)
Gleditsia triacanthos var. inermis 'Skyline' (3)
Physocarpus opulifolius 'Donna May' (12)
Sporobolus heterolepis (25)

Hemerocallis 'Jolyene Nichole' (132)
Sporobolus heterolepis (38)
with Allium christophii (114)
Liatris spicata 'Kobold' (114)
Physocarpus opulifolius 'Donna May', maintained as hedged panel, max 3.5' ht. (22)

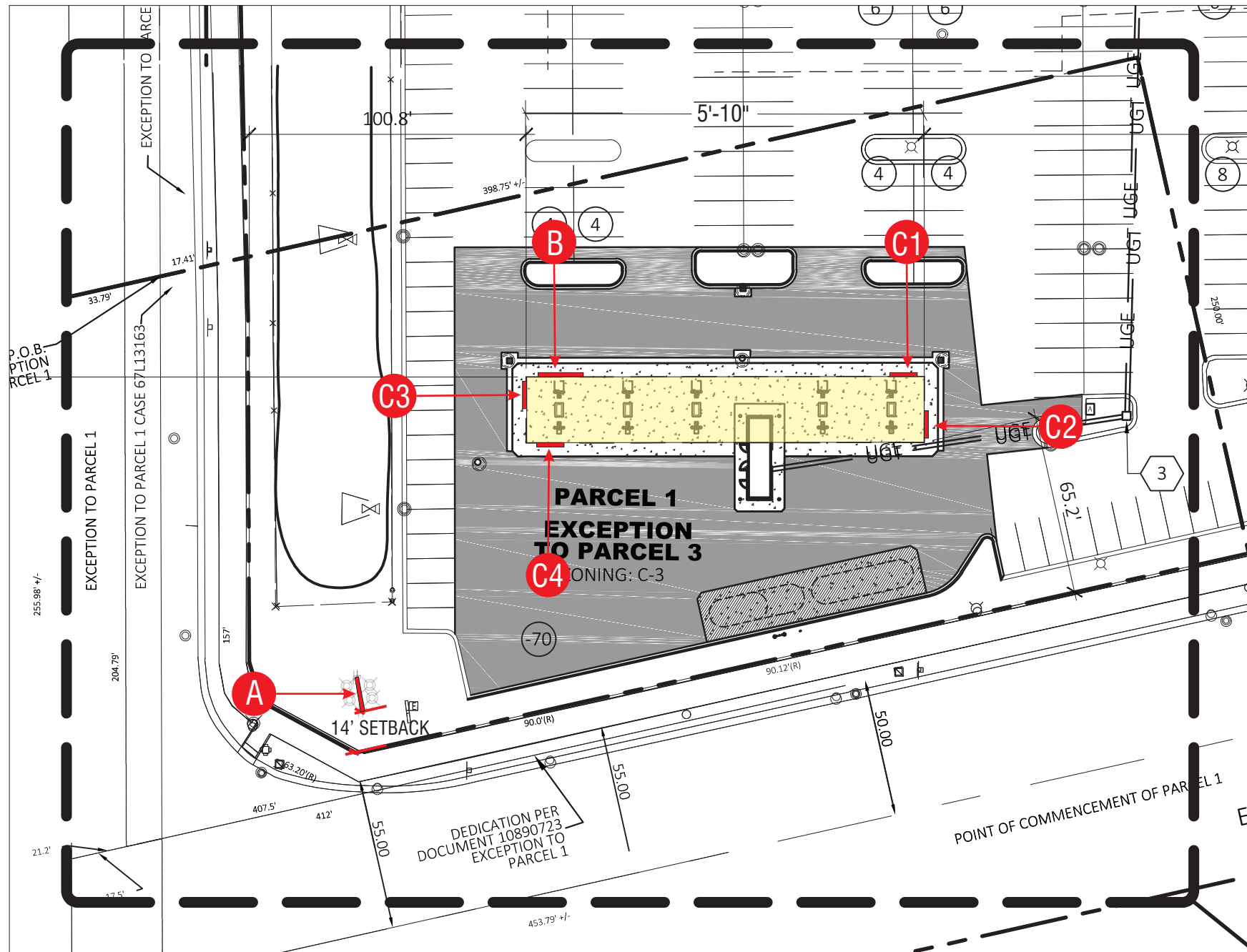
Allium 'Summer Beauty' (15)
Allium 'Summer Beauty' (15)

Physocarpus opulifolius 'Summer Wine' (8)
Allium 'Summer Beauty' (15)
Pyrus calleryana 'Chanticleer' (3)
Rhus aromatica 'Gro-Low' (12)

Allium 'Summer Beauty' (15)
Physocarpus opulifolius 'Summer Wine' (6)
Pyrus calleryana 'Chanticleer' (3)
Rhus aromatica 'Gro-Low' (12)
Allium 'Summer Beauty' (15)

Allium 'Summer Beauty' (15)
Physocarpus opulifolius 'Summer Wine' (6)
Pyrus calleryana 'Chanticleer' (2)
Rhus aromatica 'Gro-Low' (8)
Allium 'Summer Beauty' (7)

EXISTING MARIANO'S GROCERY STORE



SCALE 1" = 50'

A DOUBLE SIDED MONUMENT SIGN WITH PRICERS
SCALE: 1"=50'

B 3 PRICER UNIT MOUNTED ON CANOPY
SCALE: 1"=50'

C1 C2 C3 C4 MARIANO'S INTERNAL LED CHANNEL LETTERS
SCALE: 1"=50'



GENERAL SIGN CONTRACTORS

232 INTERSTATE RD. P.O. BOX 1068 ADDISON, IL 60101 630-543-9490 630-543-9493

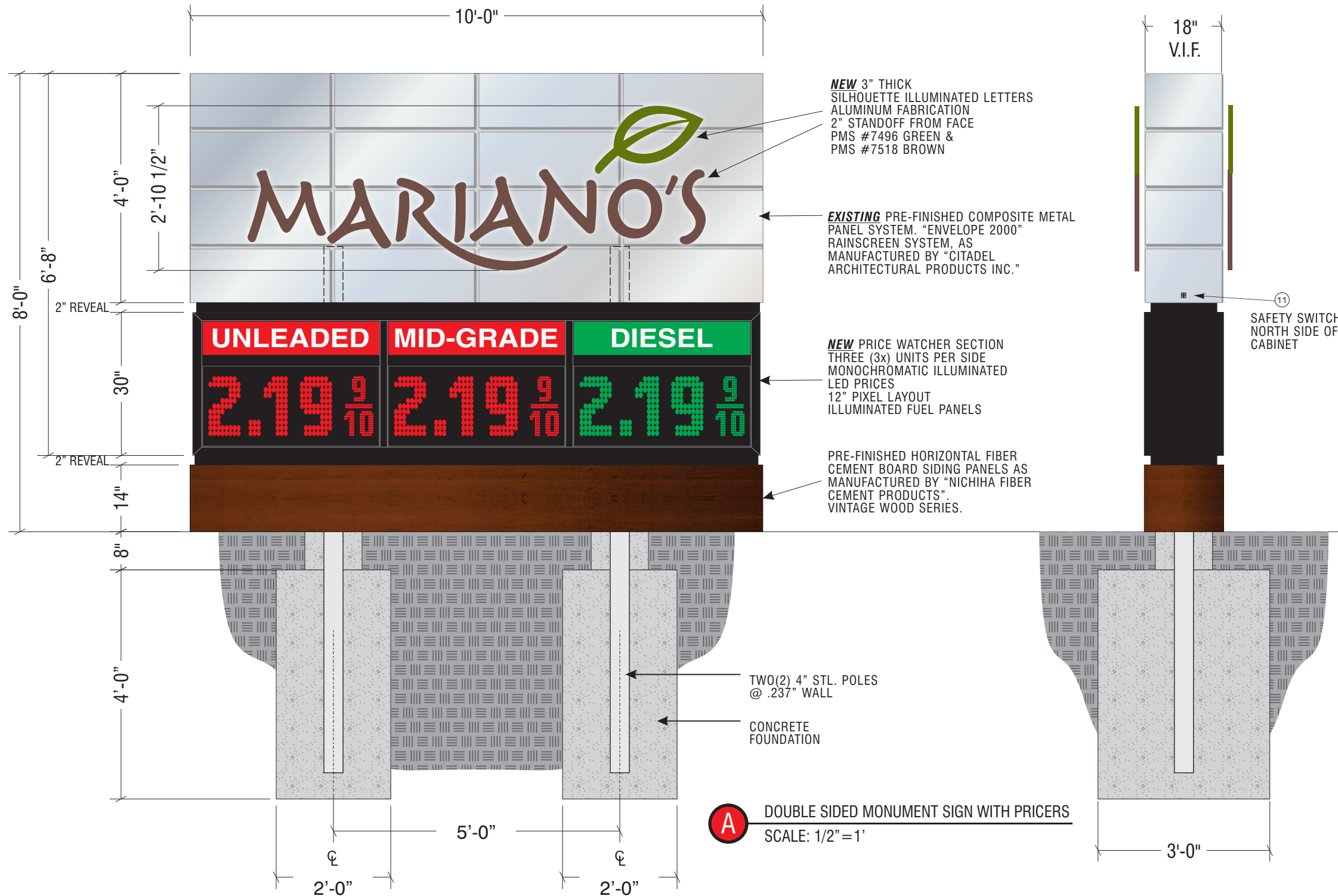
DATE	REVISION
6.11.20	ADDED EXISTING SIGN & SQ. FT. INFO
9.1.20	ADDED SETBACK INFO AND LIGHTING INFO JD

CUSTOMER APPROVAL _____ DATE _____

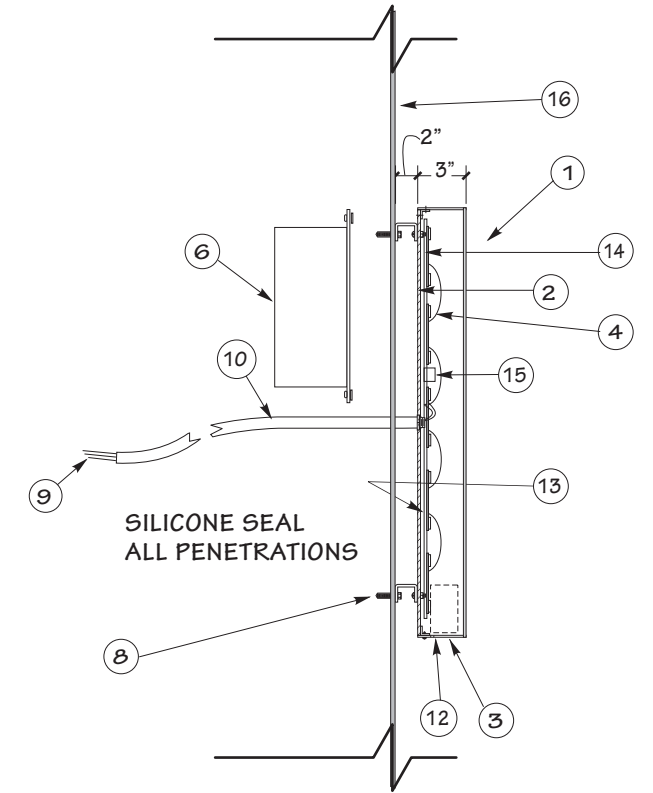
This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	MARIANO'S - FUEL CENTER						
ADDRESS	10 E. GOLF RD - (GOLF & MOUNT PROSPECT RD.)						
CITY	DES PLAINES	STATE	IL	DESIGNER	DT	SALESPERSON	TD
DRWG. NO.	17900	SCALE:	NOTED	DATE:	05.20.2020	SHEET NO.	1

O:\Design\W\MARIANOS\DES PLAINES IL\FUEL CENTER\MARIANOS - DES PLAINES - FUEL CENTER v2.cdr



- LEGEND**
- ① ALUM. FACE
 - ② .187 CLR. LEXAN BACKS
 - ③ .063 ALUM. RETURNS
 - ④ TERMINAL BLOCK
 - ⑥ REMOTE TRANSFORMER, CLASS II 12V.
 - ⑧ MOUNTING ANCHORS
 - ⑨ 120V PRIMARY, No.12 THHN STRANDED WIRE
 - ⑩ FLEXIBLE, WEATHERPROOF, CONDUIT PER CHGO. CODE
 - ⑪ SAFETY SWITCH, PER LOCAL CODE
 - ⑫ 1/4" DRAIN HOLE
 - ⑬ L.E.D. STENCIL
 - ⑭ L.E.D. CIRCUIT BOARD
 - ⑮ BRIDGE RECTIFIER
 - ⑯ SIGN FACE



Section Halo-lit Channel Letters



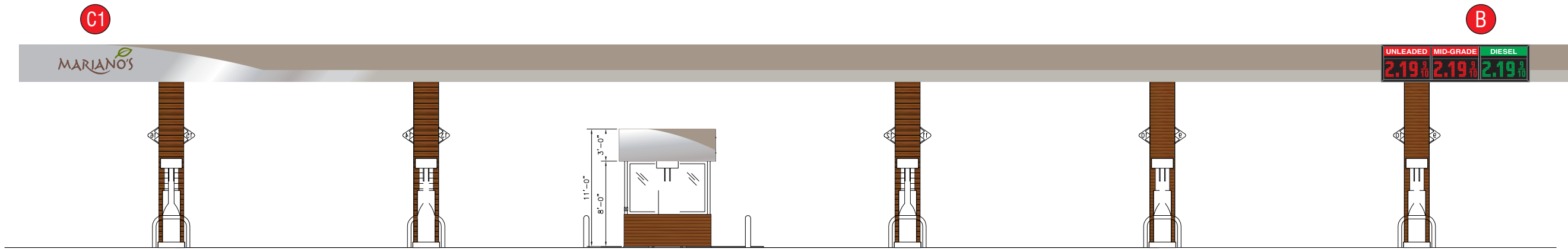
DATE	REVISION
6.11.20	ADDED EXISTING SIGN & SQ. FT. INFO
9.1.20	ADDED SETBACK INFO AND LIGHTING INFO JD

CUSTOMER APPROVAL _____ DATE _____

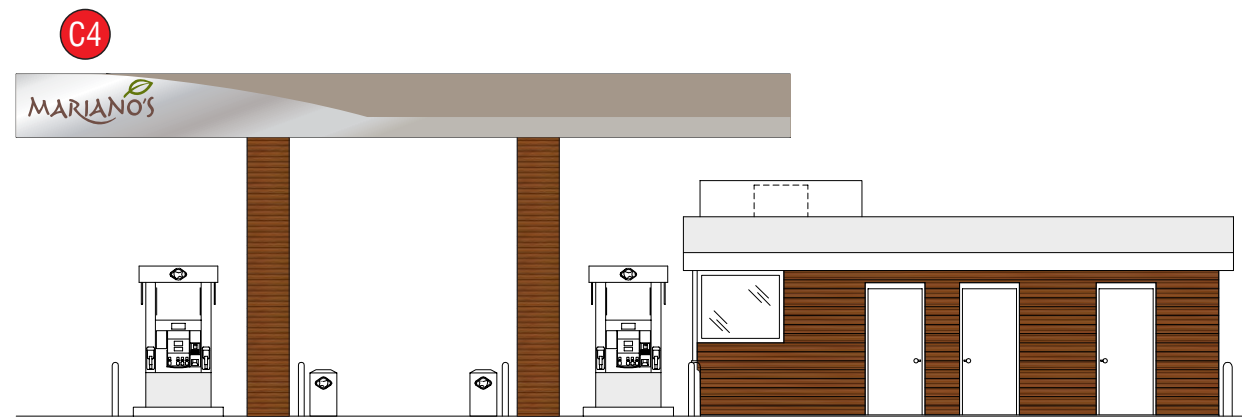
This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	MARIANO'S - FUEL CENTER						
ADDRESS	10 E. GOLF RD - (GOLF & MOUNT PROSPECT RD.)						
CITY	DES PLAINES	STATE	IL	DESIGNER	DT	SALESPERSON	TD
DRWG. NO.	17900	SCALE:	NOTED	DATE:	05.20.2020	SHEET NO.	2

O:\Design\M\MARIANO'S\DES PLAINES IL\FUEL CENTER\MARIANO'S - DES PLAINES - FUEL CENTER v2.cdr



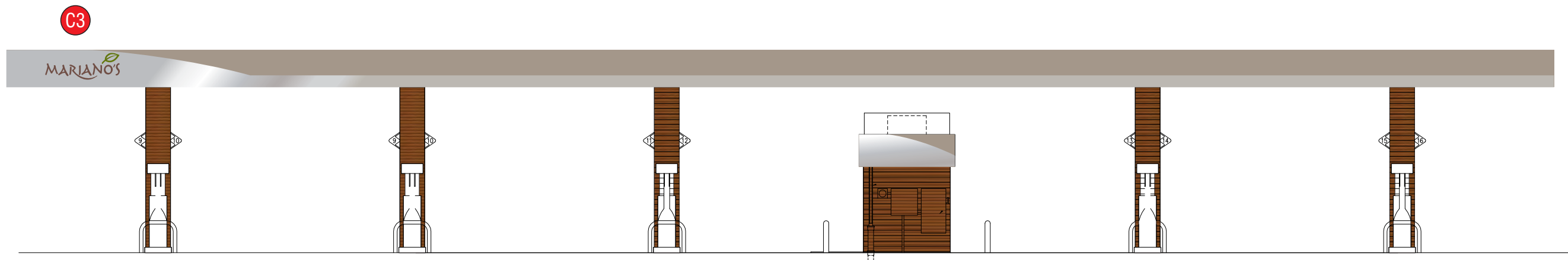
1 FRONT ELEVATION (NORTH)
SCALE: 3/32" = 1'



2 LEFT ELEVATION (WEST)
SCALE: 3/32" = 1'



3 RIGHT ELEVATION (EAST)
SCALE: 3/32" = 1'



4 REAR ELEVATION (SOUTH)
SCALE: 3/32" = 1'



232 INTERSTATE RD. P.O. BOX 1068
ADDISON, IL 60101
630-543-9490
FAX 630-543-9493

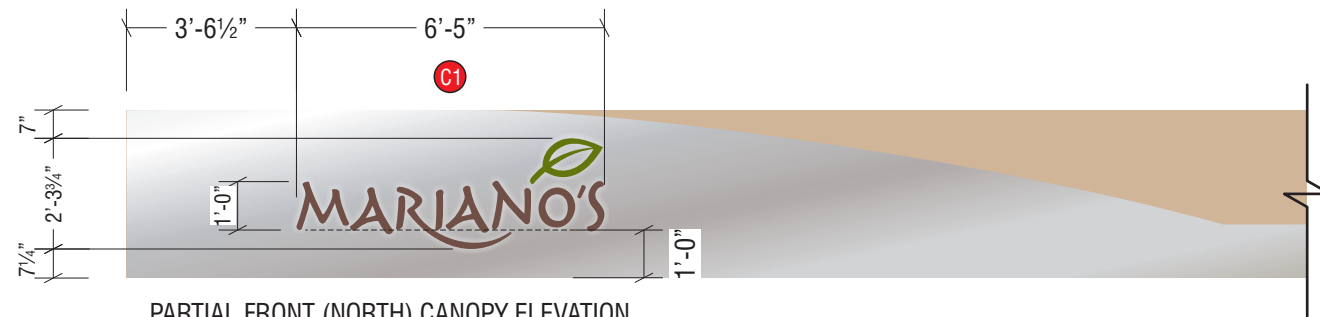
DATE	REVISION
6.11.20	ADDED EXISTING SIGN & SQ. FT. INFO
9.1.20	ADDED SETBACK INFO AND LIGHTING INFO JD

CUSTOMER APPROVAL _____ DATE _____

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	MARIANO'S - FUEL CENTER			
ADDRESS	10 E. GOLF RD - (GOLF & MOUNT PROSPECT RD.)			
CITY	DES PLAINES	STATE	IL	DESIGNER DT SALESPERSON TD
DRWG. NO.	17900	SCALE:	NOTED	DATE: 05.20.2020 SHEET NO. 3

O:\Design\W\MARIANO'S\DES PLAINES IL\FUEL CENTER\MARIANO'S - DES PLAINES - FUEL CENTER v2.cdr



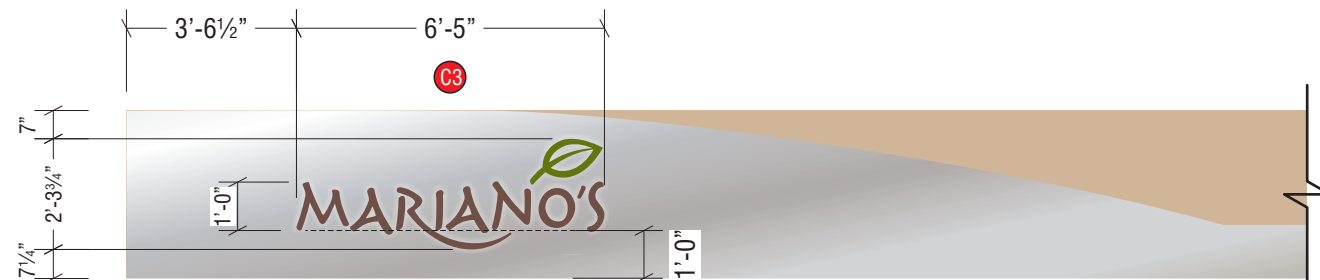
PARTIAL FRONT (NORTH) CANOPY ELEVATION

SCALE: 1/4" = 1'



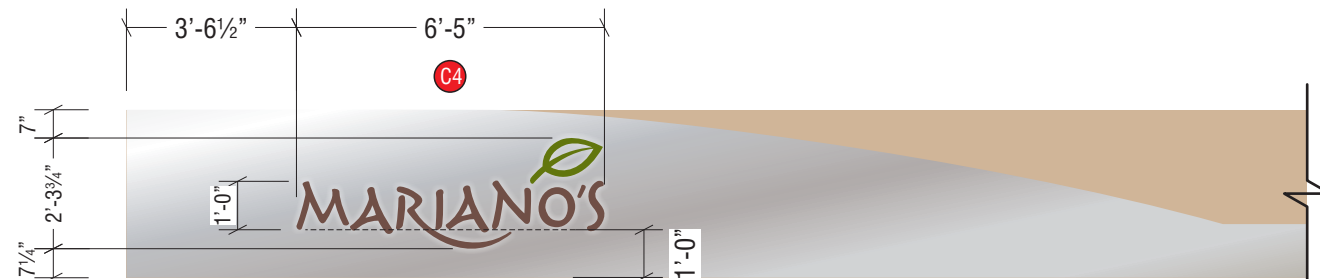
PARTIAL RIGHT (EAST) CANOPY ELEVATION

SCALE: 1/4" = 1'



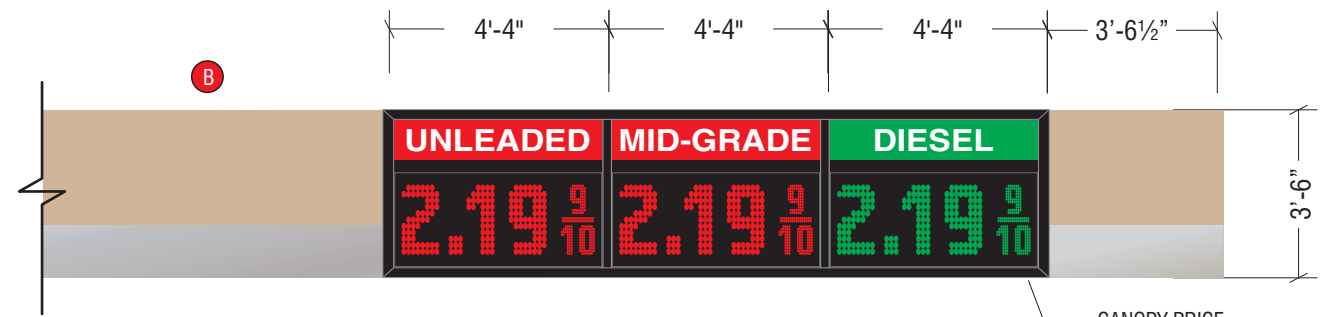
PARTIAL LEFT (WEST) CANOPY ELEVATION

SCALE: 1/4" = 1'



PARTIAL FRONT (SOUTH) CANOPY ELEVATION

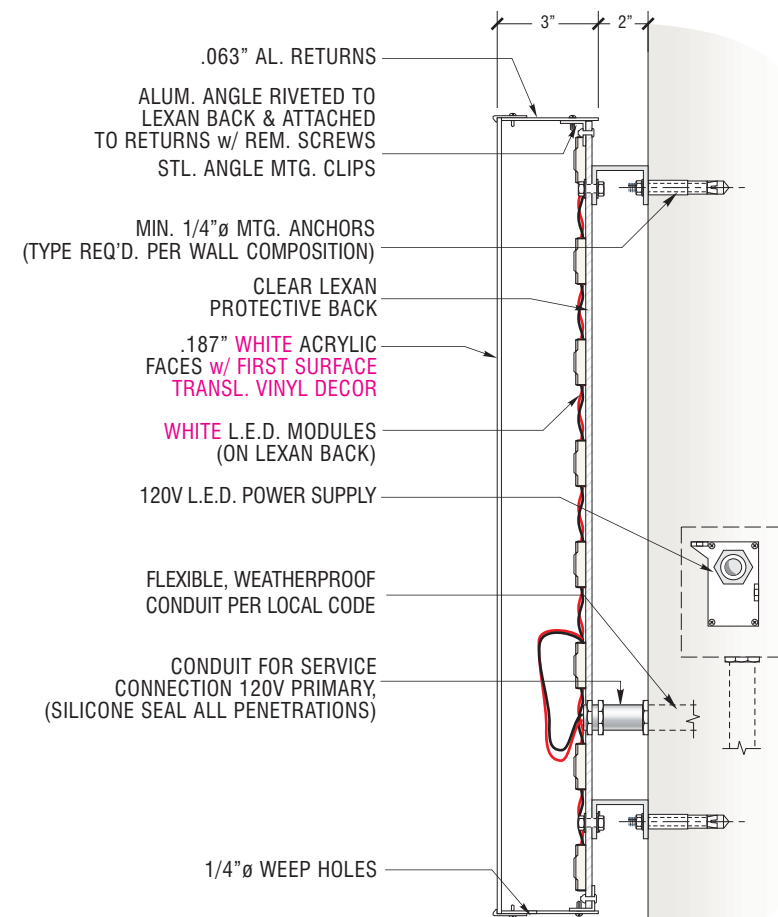
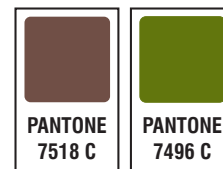
SCALE: 1/4" = 1'



PARTIAL FRONT (NORTH) CANOPY ELEVATION

SCALE: 1/4" = 1'

CANOPY PRICE CHANGER TO BE CONTROLLED BY PHOTO CELL ILLUMINATED



FACE-LIT / BACK-LIT CHANNEL LETTER

NTS



GENERAL SIGN CONTRACTORS

232 INTERSTATE RD. P.O. BOX 1068 ADDISON, IL 60101 630-543-9490 FAX 630-543-9493

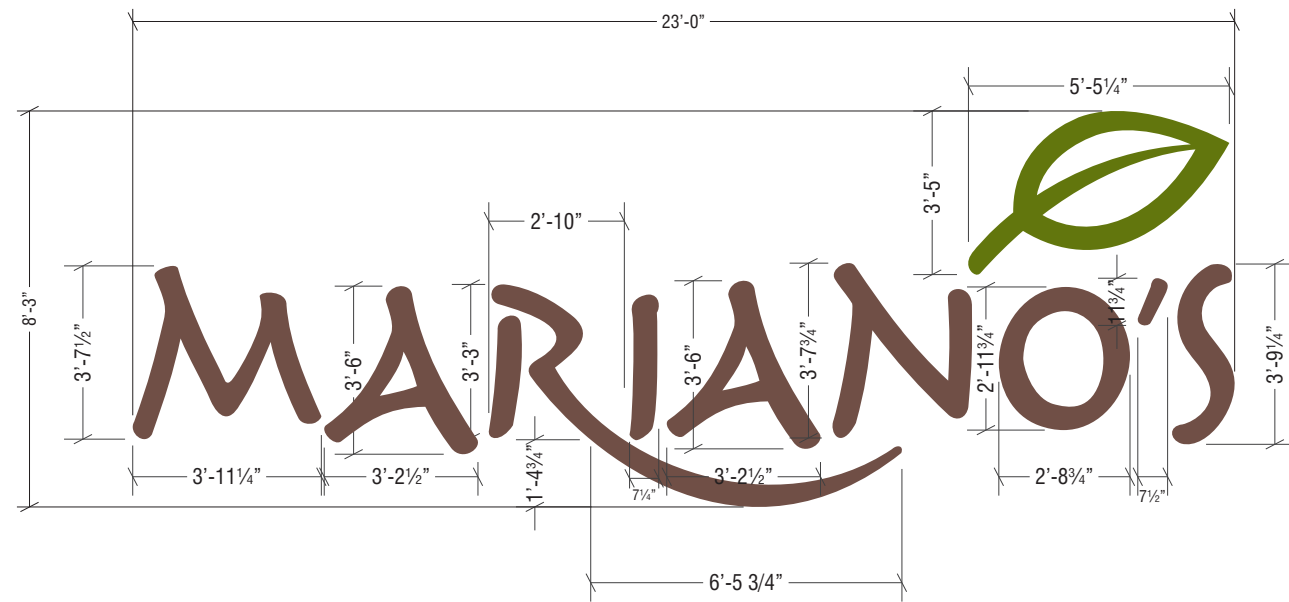
DATE	REVISION
6.11.20	ADDED EXISTING SIGN & SQ. FT. INFO
9.1.20	ADDED SETBACK INFO AND LIGHTING INFO JD

CUSTOMER APPROVAL _____ DATE _____

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	MARIANO'S - FUEL CENTER				
ADDRESS	10 E. GOLF RD - (GOLF & MOUNT PROSPECT RD.)				
CITY	DES PLAINES	STATE	IL	DESIGNER	DT
SALESPERSON	TD				
DRWG. NO.	17900	SCALE:	NOTED	DATE:	05.20.2020
SHEET NO.	4				

O:\Design\M\MARIANOS\DES PLAINES IL\FUEL CENTER\MARIANOS - DES PLAINES - FUEL CENTER v2.cdr

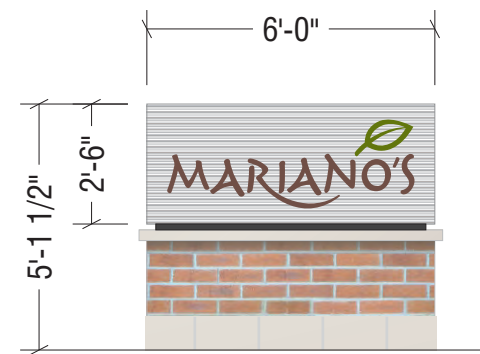


CHARACTER / GRAPHIC	DIMENSIONS	SQ. FT.
"M"	3'-7½" x 3'-11¼"	14.27
"A"	3'-6" x 3'-2½"	11.23
"R"	3'-3" x 2'-10"	9.21
SWOOSH OF "R"	1'-4¾" x 6'-5¾"	9.04
"I"	3'-½" x 0'-7¼"	1.84
"A"	3'-6" x 3'-2½"	11.23
"N"	3'-7¾" x 2'-11"	10.63
"O"	2'-11¾" x 2'-8¾"	8.13
" "	0'-11¾" x 0'-7½"	0.61
"S"	3'-9¼" x 1'-3¾"	4.95
LEAF LOGO	3'-5" x 5'-5½"	18.65
TOTAL SQ. FT.		99.79



D Existing Non-Illum'd. Letters
THREE(3) 1/4" = 1'-0"

E Existing D/F Monument Sign
One(1) 1/4" = 1'-0"



	EXISTING SIGNS	SQ. FT.
D	"MARIANO'S" LETTERS x3	99.79 x3
E	MARIANO'S LG. MONUMENT	40
F	MARIANO'S / PARK DIST. MONUMENT	30.75
G	MARIANO'S SM. MONUMENT	15
	TOTAL SQ. FT.	384.12

	PROPOSED SIGNS	SQ. FT.
A	NEW MARIANO'S LG. MONUMENT	66.6
B	GAS CANOPY LED PRICE CHANGER	43.7
C	GAS CANOPY LETTERS x4	14.8 x4
D	"MARIANO'S" LETTERS x3	99.79 x3
F	MARIANO'S / PARK SM. MONUMENT	30.75
G	MARIANO'S SM. MONUMENT	15
	TOTAL SQ. FT.	514.62

F Existing D/F Monument Sign
One(1) 1/4" = 1'-0"

G Existing D/F Monument Sign
One(1) 1/4" = 1'-0"



DATE	REVISION
6.11.20	ADDED EXISTING SIGN & SQ. FT. INFO
9.1.20	ADDED SETBACK INFO AND LIGHTING INFO JD

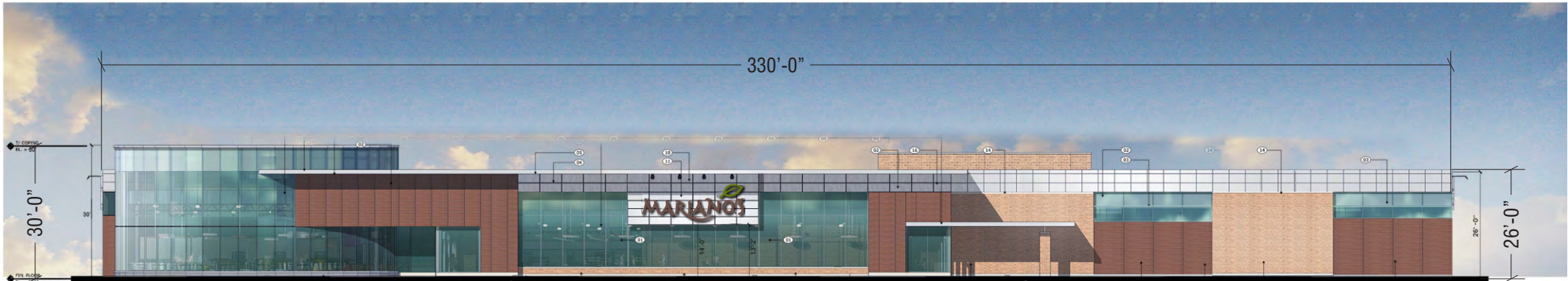
CUSTOMER APPROVAL _____ DATE _____

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

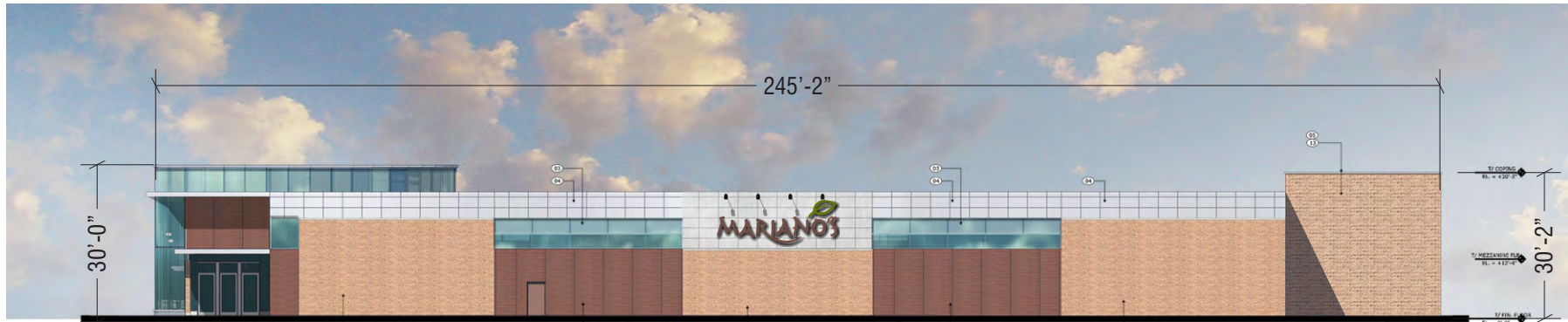
CLIENT	MARIANO'S - FUEL CENTER				
ADDRESS	10 E. GOLF RD - (GOLF & MOUNT PROSPECT RD.)				
CITY	DES PLAINES	STATE	IL	DESIGNER	DT
DRWG. NO.	17900	SCALE:	NOTED	DATE:	05.20.2020
				SALESPERSON	TD
				SHEET NO.	5

O:\Design\M\MARIANOS\DES PLAINES IL\FUEL CENTER\MARIANOS - DES PLAINES - FUEL CENTER v2.cdr

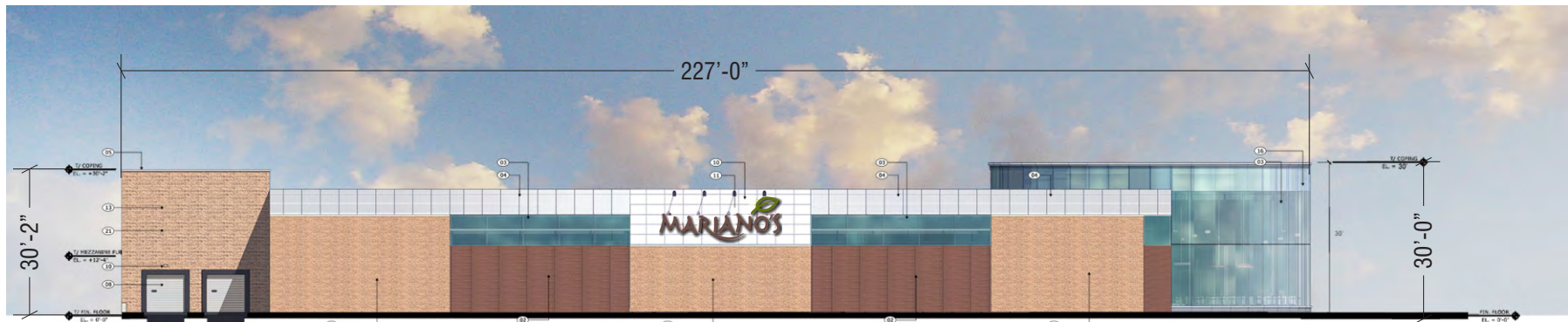
EXISTING BUILDING SIGNS



SOUTH ELEVATION (FRONT)
SCALE: 1/32" = 1'0"



EAST ELEVATION (RIGHT)
SCALE: 1/32" = 1'0"



WEST ELEVATION (LEFT)
SCALE: 1/32" = 1'0"



232 INTERSTATE RD. P.O. BOX 1068 ADDISON, IL 60101 630-543-9490 630-543-9493

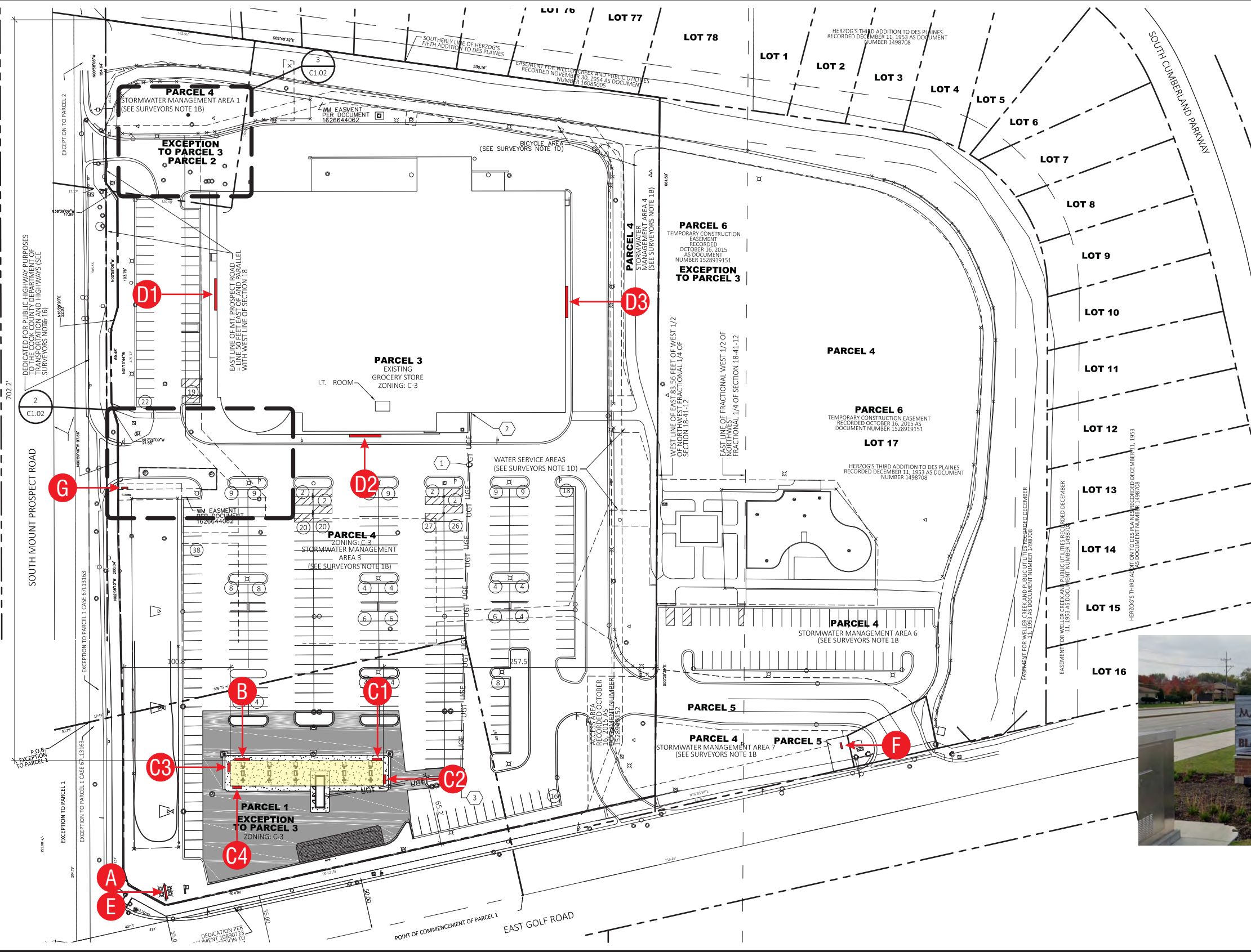
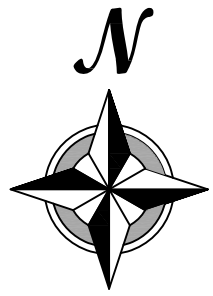
DATE	REVISION
6.11.20	ADDED EXISTING SIGN & SQ. FT. INFO
9.1.20	ADDED SETBACK INFO AND LIGHTING INFO JD

CUSTOMER APPROVAL _____ DATE _____

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	MARIANO'S - FUEL CENTER				
ADDRESS	10 E. GOLF RD - (GOLF & MOUNT PROSPECT RD.)				
CITY	DES PLAINES	STATE	IL	DESIGNER	DT
DRWG. NO.	17900	SCALE:	NOTED	DATE:	05.20.2020
		SALESPERSON	TD	SHEET NO.	6

O:\Design\M\MARIANOS\DES PLAINES IL\FUEL CENTER\MARIANOS - DES PLAINES - FUEL CENTER v2.cdr



EXISTING "MARIANO'S" LARGE MONUMENT TO BE REPLACED BY SIGN 'A'



DOYLE
GENERAL SIGN CONTRACTORS
232 INTERSTATE RD. P.O. BOX 1068 ADDISON, IL 60101 630-543-9490 FAX 630-543-9493

DATE	REVISION
6.11.20	ADDED EXISTING SIGN & SQ. FT. INFO
9.1.20	ADDED SETBACK INFO AND LIGHTING INFO JD

CUSTOMER APPROVAL _____ DATE _____

This design is the original and unpublished work of DOYLE SIGNS, INC. and may not be reproduced, copied or exhibited in any fashion without the expressed written consent from an authorized officer of The Company. The rights to this design may be purchased.

CLIENT	MARIANO'S - FUEL CENTER			
ADDRESS	10 E. GOLF RD - (GOLF & MOUNT PROSPECT RD.)			
CITY	DES PLAINES	STATE	IL	DESIGNER DT SALESPERSON TD
DRWG. NO.	17900	SCALE:	NOTED	DATE: 05.20.2020 SHEET NO. 7

O:\Design\M\MARIANOS\DES PLAINES IL\FUEL CENTER\MARIANOS - DES PLAINES - FUEL CENTER v2.cdr

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Des Plaines, Illinois ("*City*");

WHEREAS, Realty Income Illinois Properties 2, LLC ("*Petitioner*"), applied to the City of Des Plaines for the approval of: (i) a combined preliminary and final plat of planned unit development of the Subject Property ("*Proposed Plat of PUD*"), and (ii) a conditional use for a Localized Alternative Sign Regulation ("*Proposed LASR*"); and

WHEREAS, the Subject Property is owned by the Petitioner; and

WHEREAS, Ordinance No. Z-26-20 adopted by the City Council of the City of Des Plaines on _____, 2021 ("*Ordinance*"), grants approval of the Proposed Plat of PUD and Proposed LASR, subject to certain conditions; and

WHEREAS, Petitioner and Owner desire to evidence to the City their unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Ordinance, and the Owner desires to evidence its consent to recording the Ordinance against the Subject Property;

NOW, THEREFORE, Petitioner does hereby agree and covenant as follows:

1. Petitioner shall, and does hereby, unconditionally agree to, accept, consent to and abide by all of the terms, conditions, restrictions, and provisions of that certain Ordinance No. Z-26-20, adopted by the City Council on _____, 2021.
2. Petitioner acknowledges and agrees that the City is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the City's review and approval of any plans for the Subject Property, or the issuance of any permits for the use and development of the Subject Property, and that the City's review and approval of any such plans and issuance of any such permits does not, and shall not, in any way, be deemed to insure Petitioner against damage or injury of any kind and at any time.
3. Petitioner acknowledges that the public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the procedures required by Section 12-4-7 of the City's Zoning Ordinance are followed.
4. Petitioner agrees to and does hereby hold harmless and indemnify the City, the City's corporate authorities, and all City elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may,

at any time, be asserted against any of such parties in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the procedures followed in connection with the adoption of the Ordinance, (c) the development, construction, maintenance, and use of the Subject Property, and (d) the performance by Petitioner of its obligations under this Unconditional Agreement and Consent.

5. Petitioner shall, and does hereby agree to, pay all expenses incurred by the City in defending itself with regard to any and all of the claims mentioned in this Unconditional Agreement and Consent. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the City.

ATTEST:

**REALTY INCOME ILLINOIS
PROPERTIES 2, LLC**

By: _____

By: _____

SUBSCRIBED and **SWORN** to
before me this _____ day of
_____, 2021.

Notary Public



MEDIA SERVICES

1420 Miner Street
 Des Plaines, IL 60016
 P: 847.391.5312
 desplaines.org

MEMORANDUM

Date: December 21, 2020
 To: Michael Bartholomew, MCP, LEED-AP, City Manager
 From: Maureen Stern, Special Event Coordinator *MS*
 Subject: Contract Award for City Website Services

Issue: For the City Council to approve an agreement with Granicus LLC, for website re-design, development, hosting and support services.

Analysis: The current version of the City’s website is required to be upgraded as the content management system (CMS) is ending its life expectancy. The City of Des Plaines currently utilizes the Granicus product called Civica as its website platform. In an effort to focus on one highly-flexible CMS option for the users, Granicus will be officially sunsetting Civica as of January 1, 2022. Typically a website re-design and implementation can take up to 9 months and as such, the City will need to move forward with this project as soon as possible.

To assist in transitioning our existing website to a fully functioning and supported platform, Granicus has provided a quote for the design and implementation to their govAccess system. The quote includes the website design and implementation, annual maintenance, and hosting fees through 2025. It is our desire to leverage technology advances and consumer trends that warrant a fresh approach to our communications.

Recommendation: The Media Services review team, with approval from the City Manager, recommends that the Council award the attached contract to Granicus, located in St. Paul, Minnesota, at a cost not to exceed \$97,951.07.

Attachments:

- Attachment 1 – Resolution R-17-21
- Exhibit A – Master Subscription Agreement

CITY OF DES PLAINES

RESOLUTION R - 17 - 21

A RESOLUTION APPROVING AN AGREEMENT WITH GRANICUS, LLC FOR WEBSITE DESIGN, DEVELOPMENT, HOSTING, AND SUPPORT SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the content management system used for the City's public website will no longer be supported after 2022; and

WHEREAS, the City has appropriated funds for use during the 2021 fiscal year for the design, development, delivery, hosting, maintenance, and support of a new public website for the City using a new content management system (collectively, "**Services**"); and

WHEREAS, in accordance with Chapter 10 of the City Code of the City of Des Plaines and the City's purchasing policy, the City Council has determined that procurement of the Services does not require competitive bidding because the Services require a high degree of professional skill where the ability or fitness of the individual plays an important part; and

WHEREAS, Granicus, LLC ("**Consultant**") is currently providing the Services for the City to the City's satisfaction; and

WHEREAS, the City desires to enter into a five-year agreement for the procurement of the Services from Consultant in the total not-to-exceed amount of \$97,951.07 ("**Agreement**"), subject to the appropriation of sufficient funds by the City Council for the Services in future fiscal years; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Agreement with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE AGREEMENT. The City Council hereby authorizes and directs the City Manager to execute, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two executed copies of the Agreement from Consultant; provided, however, that if the City Clerk does not receive two executed copies of the Agreement from Consultant within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement will, at the option of the City Council, be null and void.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

DEPUTY CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Agreement with Granicus, LLC for City Website Services

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement**") is made by and between The City of Des Plaines, an Illinois Home Rule Municipal Corporation ("**Customer**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Customer and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Customer accepts this Agreement. In the event there is a conflict between this Agreement and any other contract Customer has for the Granicus Products and Services ("**Contract**"), the terms of the Contract shall prevail. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Customer will be via email or posting to the Granicus website.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

"Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order, SOW or Exhibit under this Agreement, further specified in Section 7.1.

"Exhibit" means any exhibit referenced herein and attached hereto.

"Extension Term" means any term that increases the length of the Initial Term of this Agreement.

"Fees" mean the fees charged by Granicus for the Granicus Products and Services as identified on each Order, SOW or Exhibit and, unless otherwise stated in each Order, SOW or Exhibit, invoiced upon commencement of the Order Term.

"Granicus Products and Services" means the products and services made available to Customer pursuant to this Agreement, which may include Granicus products, services, application software accessible for use by Customer on a subscription basis ("**SaaS**"), Granicus professional services, content from any professional services or other required equipment components ("**Required Hardware**"), as specified in each Order, SOW or Exhibit.

"Initial Term" shall have the meaning specified in the Order, SOW or Exhibit between Granicus and Customer for the first duration of performance that Customer has access to Granicus Products and Services.

"Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Customer agrees to purchase specific Granicus Products and Services.

"Order Term" shall mean the then-current duration of performance term identified on each Order, SOW or Exhibit, for which Granicus has committed to provide, and Customer has committed to pay for, Granicus Products and Services.

"Statement of Work" or "**SOW**" means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order, SOW or Exhibit shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order, SOW or Exhibit placed hereunder.

"Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order, SOW or Exhibit placed between the Parties.

2. Ordering and Scope

- 2.1. Ordering Granicus Products and Services.** The Parties may execute one or more Order, SOW or Exhibit related to the sale and purchase of Granicus Products and Services. Each Order, SOW or Exhibit will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order, SOW or Exhibit must, generally, be signed by the Parties; although, when a validly-issued purchase order by Customer accompanies the Order, SOW or Exhibit, then the Order, SOW or Exhibit need not be executed by the Parties. Each Order, SOW or Exhibit dated on or after the Effective Date shall be governed by this Agreement regardless of any pre-printed legal terms on each Order, SOW or Exhibit, and by this reference is incorporated herein.
- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Customer is not materially diminished.
- 2.3. Future Functionality.** Customer acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Customer, the terms of this Agreement and set forth in one or more Order, SOW or Exhibit may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Customer and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Customer as subscriptions during an Order Term specified in each Order, SOW or Exhibit. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Customer hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order, SOW or Exhibit (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order, SOW or Exhibit.
- 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Customer sources (interactions with end users and opt-in contact lists). Customer cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
- 3.2.2. Content.** Customer can only use Granicus Products and Services to share content that is created by and owned by Customer and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Customer, can be removed or limited by Granicus.
- 3.2.3. Granicus Communications Suite Subscriber Information**
- 3.2.3.1. Data Provided by Customer.** Data provided by Customer and contact information gathered through Customer's own web properties or activities will remain the property of Customer ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Customer, unless required by law.

3.2.3.2. Data Obtained through the Granicus Advanced Network

3.2.3.2.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscriber to other Granicus customer's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.3.2.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Customer is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Customer upon termination of any Granicus Order, SOW or Exhibit. Customer shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Customer within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.3.2.3. Opt-In. During the last 10 calendar days of Customer's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Customer may send an opt-in email to Network Subscribers that shall include an explanation of Customer's relationship with Granicus terminating and that the Network Subscribers may visit Customer's website to subscribe to further updates from Customer in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Customer upon termination.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Customer or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request the details of any agreement between Customer and a third party that compensates Customer for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.3. Restrictions. Customer shall not:

3.3.1. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order, SOW or Exhibit placed hereunder;

3.3.2. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.3. Use the Granicus Products and Services for any unlawful purposes;

3.3.4. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.5. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.6. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Customer Feedback. Customer hereby grants to Granicus an irrevocable, non-exclusive, perpetual, royalty-free transferrable license, with right to sublicense, to use and incorporate into the Granicus Products and Services any suggestion, enhancement, request, recommendation, correction or other feedback provided by Customer relating to the use of the Granicus Products and Services.

3.5. Required Hardware. For Required Hardware purchased from Granicus by Customer, Granicus will provide to Customer a three (3) year warranty with respect to the Required Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Required Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Required Hardware warranty shall commence on the Effective Date of each applicable Order, SOW or Exhibit.

3.6. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Customer.

4. Payment

4.1. Fees. Customer agrees to pay all fees, costs and other amounts as specified in each Order, SOW or Exhibit. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order, SOW or Exhibit will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Customer's responsibility to provide applicable exemption certificate(s). Unless indicated otherwise in the applicable Order, SOW or Exhibit, the fees shall be invoiced by Granicus and paid by Customer as follows:

4.1.1. Products. Product setup and annual fees are due at the beginning of the Initial Term, then annually at the beginning of any Extended Term or Order Term, within forty-five (45) days of receipt of invoice.

4.1.2. Services. Services supporting Products shall be paid annually commencing upon the completion of the Product implementation, or the Product being ready for Customer's use. Fees shall be paid by Customer within forty-five (45) days of receipt of invoice.

4.1.3. Required Hardware. For Required Hardware, delivery is complete once Customer receives Required Hardware components with the configured Granicus Product and Services.

4.2. Disputed Invoiced Amounts. Customer shall provide Granicus with detailed written notice of any amount(s) Customer reasonably disputes within thirty (30) days receipt of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Customer has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Customer's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Customer's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Customer at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall automatically increase from the previous term's fees by three (3) percent per year.

5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (disclosing Party) may disclose to the other Party (receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that

should be reasonably understood to be confidential or proprietary to the receiving Party, given the nature of the information and the context in which disclosed.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is rightfully receiving by the receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the disclosing Party without a duty of confidentiality on the third party; (v) is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the disclosing Party.

Confidential Information of disclosing Party may be disclosed in response to a freedom of information request, valid court order or other legal process, only to the extent required by such law, order or process and, if allowed by law and feasible considering any mandatory timeframes for disclosure, only after the recipient has given the owner written notice of such request, court order or other legal process promptly and the opportunity for the owner to seek a protective order or confidential treatment of such Confidential Information.

- 6.3. Storage and Sending.** In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Customer provide such notice, Customer must ensure that that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Customer. Customer is ultimately accountable for the security and privacy of data held by Granicus on its behalf.
- 6.4. Return of Confidential Information.** Upon request of the disclosing Party, termination, or expiration of this Agreement, the receiving Party shall, to the extent commercially practicable, destroy the disclosing Party's Confidential Information and, at the disclosing Party's request, certify the same.

7. Term and Termination

- 7.1. Agreement Term.** The Agreement Term shall begin on the Effective Date and continue through the latest date of the Order Term of each Order, SOW or Exhibit under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order, SOW or Exhibit will specify an Order Term for the Granicus Products and Services provided under the respective Order, SOW or Exhibit. Customer's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order, SOW or Exhibit, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the Order Term, the Granicus Products and Services will automatically renew for an Extension Term equal in duration to the Initial Term, or the then-current Order Term.
- 7.2. Effect of Termination.** If the Parties agree to terminate this Agreement and an Order, SOW or Exhibit is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order, SOW or Exhibit until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders, SOWs or Exhibits shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Customer be entitled to a refund of any prepaid fees upon termination.
- 7.3. Termination for Cause.** The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law for the benefit of debtors; or (c) ceases to conduct

business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order, SOW or Exhibit issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Customer shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate the latter of the termination or expiration date of this Agreement, or each Order, SOW or Exhibit. The provisions of this Agreement with respect to warranties, liability, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CUSTOMER FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Customer from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit. In the event of such a Claim, if Granicus determines that an affected Order, SOW or Exhibit is likely, or if the Solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order, SOW or Exhibit, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order, SOW or Exhibit with respect to the affected Solution and refund to You any prepaid fees for the then-remaining or unexpired portion of the Subscription Order Term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Customer harmless from any Claim to the extent it is based upon: (i) a modification to any Solution by Customer (or by anyone under Customer's direction or control or using logins or passwords assigned to Customer); (ii) a modification made by Granicus pursuant to Customer's required instructions or specifications or in reliance on materials or information provided by Customer; or (iii) Customer's use (or use by anyone under Customer's direction or control or using logins or passwords assigned to Customer) of any Granicus Products and Services other than in accordance with this Agreement. This Section 9.1 sets forth

Customer's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

- 9.2. Indemnification by Customer.** Customer shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Customer's (or that of anyone authorized by Customer or using logins or passwords assigned to Customer) use or modification of any Granicus Products and Services; (b) any Customer content; or (c) Customer's violation of applicable law.
- 9.3. Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

- 10.1. Relationship of the Parties.** Granicus and Customer acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.
- 10.2. Subcontractors.** Granicus agrees that it shall be responsible for all acts and omissions of its subcontractors to the same extent Granicus would be responsible if committed directly by Granicus.
- 10.3. Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.
- 10.4. Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties. Notwithstanding the foregoing, Granicus retains the right to revise the policies referenced herein at any time, so long as the revisions are reasonable and consistent with industry practices, legal requirements, and the requirements of any third-party suppliers.
- 10.5. Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 10.6. Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.
- 10.7. No Third-Party Beneficiaries.** Subject to Section 10.6, this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.
- 10.8. Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems,

if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party.

- 10.9. Force Majeure.** Neither Party shall be in breach of this Agreement solely due to breach caused by circumstances beyond the control and without the fault or negligence of the Party failing to perform. Such causes include but are not limited to acts of God, wars, fires, floods, government regulations, shortage or supplies, acts of terrorism, or strikes.
- 10.10. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Illinois, without reference to the State's principles of conflicts of law. The parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Cook County, Illinois.
- 10.11. Entire Agreement.** This Agreement, together with all Orders, SOWs or Exhibits referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Customer agree that any and all Orders, SOWs or Exhibits are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Exhibits (excluding orders) hereto; (3) Orders; and (4) all other SOWs or other purchase documents.
- 10.12. Reference.** Notwithstanding any other terms to the contrary contained herein, Customer grants Granicus the right to use Customer's name and logo in customer lists and marketing materials.
- 10.13. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Customer's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.
- 10.14. No Personal Liability.** No elected or appointed official, or employee of the Customer shall be personally liable, in law or in contract, to Granicus as the result of the execution of this Agreement.
- 10.15. Conflict of Interest.** Granicus represents and certifies that, to the best of its knowledge, (1) no elected or appointed Customer official, employee or agent is interested in the business of Granicus or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither Granicus nor any person employed or associated with Granicus has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Granicus nor any person employed by or associated with Granicus shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- 10.16. No Collusion.** Granicus represents and certifies that Granicus is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Granicus is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Granicus represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Customer prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Granicus has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Granicus shall be liable to the Customer for all loss or damage that the Customer may suffer, and this Agreement shall, at the Customer's option, be null and void.
- 10.17. Sexual Harassment Policy.** Granicus certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- 10.18. Patriot Act Compliance.** Granicus represents and warrants to the Customer that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Granicus further represents and warrants to the Customer that Granicus and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the

transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Granicus hereby agrees to defend, indemnify and hold harmless the Customer, its corporate authorities, and all Customer elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

10.19. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by Granicus to, vendors, pertaining to this Agreement, shall be subject to the approval of the City Council of the City of Des Plaines, Illinois. The Customer shall not be liable to any vendor or third party for any agreements made by Granicus without the knowledge and approval of the City Council of the City of Des Plaines, Illinois.

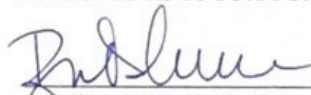
10.20. Compliance with Laws. Granicus shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Granicus shall also comply with all conditions of any federal, state, or local grant received by the Customer or Granicus with respect to this Agreement or the Services.

10.20.1 Liability for Noncompliance. Granicus shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Granicus', or any of its subcontractors', performance of, or failure to perform, the Services or any part thereof.

10.20.2 Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

APPROVED AS TO FORM ONLY

 12/7/2020
 Des Plaines General Counsel Dated

Granicus

Des Plaines, IL

By: _____
 (Authorized Signature)

Name: _____
 (Print or Type Name of Signatory)

Title: _____

Date: _____
 (Execution Date)

By: _____
 (Authorized Signature)

Name: _____
 (Print or Type Name of Signatory)

Title: _____

Date: _____
 (Execution Date)

Attachment(s): Exhibit A (Proposal)

Exhibit A

Granicus Proposal for Des Plaines, IL

Granicus Contact

Name: Jordan Duesterhoeft
Phone:
Email: jordan.duesterhoeft@granicus.com

Proposal Details

Quote Number: Q-124658
Prepared On: 12/4/2020
Valid Through: 12/31/2020

Pricing

Payment Terms: Net 45 (Payments for subscriptions are due at the beginning of the period of performance.)
Currency: USD
Current Billing Term End Date: 12/31/2021

Period of Performance: The Agreement will begin on 1/1/2021 and will continue for 60 months.

Terminating Subscription(s)

Solution	Billing Frequency	Quantity/Unit	Prior Annual Fee
Monthly Maintenance, Hosting & Support (CIVICA)	Annual	0 Each	\$10,821.18

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
govAccess – Website Design and Implementation - Trailblazer	Milestones - 40/20/20/20	1 Each	\$38,600.00
SUBTOTAL:			\$38,600.00

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
govAccess - Maintenance, Hosting, & Licensing Fee - Core	Annual	1 Each	\$10,821.00
SUBTOTAL:			\$10,821.00

Remaining Period(s)				
Solution(s)	1/1/2022 - 12/31/2022	1/1/2023 - 12/31/2023	1/1/2024 - 12/31/2024	1/1/2025 - 12/31/2025
govAccess - Maintenance, Hosting, & Licensing Fee - Core	\$11,600.00	\$11,948.00	\$12,306.44	\$12,675.63
SUBTOTAL:	\$11,600.00	\$11,948.00	\$12,306.44	\$12,675.63

Product Descriptions	
Name	Description
govAccess – Website Design and Implementation - Trailblazer	<p>Website Design and Implementation - Trailblazer provides a citizen focused website and includes:</p> <ul style="list-style-type: none"> • Advanced UX Consultation, which may include one (1) or more of the following: 1. One (1) site analytics report 2. One (1) heatmap analysis 3. One (1) internal stakeholder survey 4. One (1) community stakeholder survey 5. One (1) remote user testing of top tasks • Three (3) customer landing page consultation • Fully customized homepage wireframe • Fully responsive design • Custom mobile homepage or standard mobile responsive homepage • Video background or standard rotating image carousel (switchable at any time) • Up to three (3) customer experience features - Choose from Granicus' library including service finder, geo finder, or data visualization banner • Programming/CMS implementation • Migrate up to 200 webpages • Up to ten (10) forms converted into the new CMS • One (1) day of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive)
govAccess - Maintenance, Hosting, & Licensing Fee - Core	<p>The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time.</p> <p>Services include the following:</p> <ul style="list-style-type: none"> • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)

Terms and Conditions

- **This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Des Plaines, IL to provide applicable exemption certificate(s).**
- **Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.**
- **If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-124658 dated 12/4/2020 are incorporated into this Purchase Order by reference.**
- **Billing Frequency Notes (Milestones - 40/20/20/20):**
 - **An initial payment equal to 40% of the total;**
 - **A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the Client;**
 - **A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and**
 - **A payment equal to 20% of the total upon completion; provided, however that the Client has completed training. If the Client has not completed training, then Granicus shall invoice the Client at the earlier of: completion of training or 21 days after completion.**
- **Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.**
- **Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect**
- **Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.**
- **Client will be eligible to request a basic redesign credit for one (1) govAccess main website after completing year four (4) of this uninterrupted five (5) year Agreement.**
 - **Client must request the basic redesign credit prior to the end of the initial term.**
 - **The redesign will be available after payment of the annual invoice for year four (4) of the Agreement.**
 - **The basic redesign credit will only be available if there are no outstanding govAccess invoices at the time the request is made.**
 - **Any termination of the Agreement prior to the end of the initial term renders the basic redesign credit offer null and void.**
 - **Granicus will not develop a sitemap or new content as an included part of any free redesign work, but will assist the Client in transferring existing content into the new design.**
- **The basic redesign credit will be equivalent to either:**
 - **A template selected from the then-current Granicus best practices library, or;**
 - **A dollar credit not to exceed \$8,000.00 applied towards a custom redesign of one (1) existing main website**



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: December 24, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*
Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Professional Consulting Master Contract - Architectural Consulting Group, Ltd.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with Architectural Consulting Group, Ltd. for professional engineering services. Their current contract expires December 31, 2020.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of facility engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with Architectural Consulting Group, LTD., 422 N. Hough St., Barrington, IL 60010.

Attachments:

Resolution R-12-21

Exhibit A – Architectural Consulting Group, Ltd. Master Contract

CITY OF DES PLAINES

RESOLUTION R - 12 - 21

A RESOLUTION APPROVING A MASTER CONTRACT WITH ARCHITECTURAL CONSULTING GROUP, LTD FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City desires to retain an architectural firm to perform certain architectural and engineering services for the City as such services are needed over time ("*Architectural and Engineering Services*"); and

WHEREAS, Architectural Consulting Group, Ltd. ("*Consultant*") has performed Architectural and Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform Architectural and Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Architectural and Engineering Services does not require competitive bidding because the Architectural and Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

WHEREAS, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF MASTER CONTRACT. The City Council hereby approves the Master Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

Approved as to form:

ATTEST:

CITY CLERK

Peter M. Friedman, General Counsel

Master Contract
Between the City of Des Plaines
And Architectural Consulting Group, Ltd.
For Professional Architectural/Engineering Services

Master Contract
Between the City of Des Plaines
And Architectural Consulting Group, Ltd.
For Professional Architectural/Engineering Services

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. THE SERVICES	1
1.1 Intent; Conflicts.	1
1.2 Task Orders.	1
1.3 Project Time.	1
1.4 Term; Extensions.	1
1.5 No Guarantee of Work; Other Contracts.	1
1.6 Responsibility of Consultant to Perform.	1
1.7 Financial Ability to Perform.	2
ARTICLE 2. COMPENSATION AND PAYMENT	2
2.1 Pricing Schedule.	2
2.2 Monthly Payment; Invoices.	2
2.3 Taxes.	2
2.4 Final Payment.	3
2.5 Deductions.	3
2.6 Use of Deducted Funds.	3
2.7 Keeping Books and Accounts.	3
ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES	4
3.1 Standard of Performance.	4
3.2 Correction of Defects.	4
3.3 Risk of Loss.	4
3.4 Opinions of Probable Cost.	4
3.5 Responsibility for Work by Contractors.	4
3.6 City Responsibilities.	5
3.7 Time of the Essence.	6

3.8 Suspension of Services, Project.....6

ARTICLE 4. TASK CHANGE ORDERS; DELAYS.....6

4.1 Task Change Orders.....6

4.2 Revision Notices.....6

4.3 Disagreements over Task Change Order Terms.....6

4.4 No Change in Absence of Task Change Order.....6

4.5 Delays.....7

ARTICLE 5. INSURANCE.....7

5.1 Insurance.....7

5.2 Scope of Coverage.....7

5.3 Minimum Limits of Coverage.....7

5.4 Deductibles and Self-Insured Retentions.....8

5.5 Additional Requirements.....8

5.6 Verification of Coverage.....9

5.7 Sub-Consultants and Suppliers.....9

ARTICLE 6. INDEMNIFICATION.....9

6.1 Agreement to Indemnify.....9

6.2 Notice of Claim to Consultant.....10

6.3 No Limit Based on Insurance.....10

6.4 Withholding Payment.....10

6.5 Limit on Duty to Indemnify.....10

ARTICLE 7. INFORMAL DISPUTE RESOLUTION.....10

7.1 Dispute Resolution Panel.....10

7.2 Communications in Nature of Settlement.....10

7.3 Performance of Services.....10

ARTICLE 8. TERMINATION.....10

8.1 Master Contract is At-Will.....10

8.2 Termination by City for Breach.....11

8.3 City Remedies.....11

8.4 Termination for Convenience.....11

8.5 Termination by Consultant for Breach.....11

8.6 Termination by Consultant without Cause.....11

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS12

9.1 Consultant as Independent Consultant.....12

9.2 Compliance with Laws; Communications with Regulators.....12

9.3 Consultant Payments; Waivers of Liens.12

9.4 Permits and Licenses.....12

9.5 Safety; Hazardous Materials.12

9.6 Intellectual Property.....12

9.7 Confidential Information.13

9.8 Ownership of Data and Documents.13

9.9 Copyrights and Patents.13

9.10 Notices.13

9.11 No Waiver by City.14

9.12 No Third-Party Beneficiaries.....14

9.13 Survival of Terms.14

9.14 Assignments.....14

9.15 Amendments.14

9.16 Governing Law.14

9.17 Compliance with Laws, Grant Regulations.15

9.18 Representation of No Conflicts.....15

9.19 No Collusion.....15

Master Contract
Between The City of Des Plaines
And Architectural Consulting Group, Ltd.
For Professional Architectural/Engineering Services

This contract (the “*Master Contract*”) is dated as of **January 4, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Architectural Consulting Group, Ltd. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2023 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$10,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:
City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:
Thomas F. Zordan, AIA
Architectural Consulting Group, Ltd.
303 N. Northwest Highway, Suite 205
Barrington, IL 60010

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF DES PLAINES

Architectural Consulting Group, Ltd

By: _____

By:  _____

Name: Michael Bartholomew

Name: Thomas F. Zordan

Title: City Manager

Title: President

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____
between the City of Des Plaines (the “City”) and Architectural Consulting Group, Ltd. (the
“Consultant”), the Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

5. Additional Changes to the Master Contract (if applicable):

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature
Thomas F Zordan, AIA

_____, 20____
Date

_____, 20____
Date

If greater than, \$/2,500], the City Manager’s signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000], then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE

ACG, Ltd., 2021 hourly rate for any additional services over and above the defined scope of work are as follows:

\$195.00 per hour	Principals	[Sr. Architect / Principal]
\$165.00 per hour	Project Managers	[Architects / Engineers]
\$155.00 per hour	Asst. Project Managers	[Intern Arch. / Jr. Engineer]
\$135.00 per hour	Technical Services	[Technicians]
\$115.00 per hour	Technical Support	[Field & In-house support]

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Architectural Consulting Group, Ltd. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE CONTRACT REMAIN UNCHANGED**

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature
Thomas F Zordan, AIA

_____, 20____
Date

_____, 20____
Date

If compensation increase greater than \$/2,500/, then the City Manager’s signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: December 24, 2020
To: Michael G. Bartholomew, MCP, LEED-AP, City Manager
From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*
Tom Bueser, Superintendent of General Services *TB*
Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering
Subject: Professional Consulting Master Contract - H. R. Green, Inc.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with H. R. Green, Inc. for professional engineering services. Their current contract expires December 31, 2020.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of facility and structural engineering services. The Task Order agreements are presented individually for approval.

The City’s general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with H. R. Green, Inc., 420 N. Front Street, McHenry, IL 60050.

Attachments:
Resolution R-13-21
Exhibit A – H. R. Green, Inc. Master Contract

CITY OF DES PLAINES

RESOLUTION R - 13 - 21

A RESOLUTION APPROVING A MASTER CONTRACT WITH H.R. GREEN, INC. FOR PROFESSIONAL ENGINEERING SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, H.R. Green, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

WHEREAS, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF MASTER CONTRACT. The City Council hereby approves the Master Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with H.R. Green, Inc 2021

Master Contract
Between the City of Des Plaines
And H.R. Green, Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And H.R. Green, Inc.
For Professional Engineering Services

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. THE SERVICES	1
1.1 Intent; Conflicts.	1
1.2 Task Orders.	1
1.3 Project Time.	1
1.4 Term; Extensions.	1
1.5 No Guarantee of Work; Other Contracts.	1
1.6 Responsibility of Consultant to Perform.	1
1.7 Financial Ability to Perform.	2
ARTICLE 2. COMPENSATION AND PAYMENT	2
2.1 Pricing Schedule.	2
2.2 Monthly Payment; Invoices.	2
2.3 Taxes.	2
2.4 Final Payment.	3
2.5 Deductions.	3
2.6 Use of Deducted Funds.	3
2.7 Keeping Books and Accounts.	3
ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES	3
3.1 Standard of Performance.	4
3.2 Correction of Defects.	4
3.3 Risk of Loss.	4
3.4 Opinions of Probable Cost.	4
3.5 Responsibility for Work by Contractors.	4
3.6 City Responsibilities.	5
3.7 Time of the Essence.	6

3.8 Suspension of Services, Project.....6

ARTICLE 4. TASK CHANGE ORDERS; DELAYS.....6

4.1 Task Change Orders.....6

4.2 Revision Notices.....6

4.3 Disagreements over Task Change Order Terms.....6

4.4 No Change in Absence of Task Change Order.....6

4.5 Delays.....7

ARTICLE 5. INSURANCE.....7

5.1 Insurance.....7

5.2 Scope of Coverage.....7

5.3 Minimum Limits of Coverage.....7

5.4 Deductibles and Self-Insured Retentions.....8

5.5 Additional Requirements.....8

5.6 Verification of Coverage.....9

5.7 Sub-Consultants and Suppliers.....9

ARTICLE 6. INDEMNIFICATION.....9

6.1 Agreement to Indemnify.....9

6.2 Notice of Claim to Consultant.....10

6.3 No Limit Based on Insurance.....10

6.4 Withholding Payment.....10

6.5 Limit on Duty to Indemnify.....10

ARTICLE 7. INFORMAL DISPUTE RESOLUTION.....10

7.1 Dispute Resolution Panel.....10

7.2 Communications in Nature of Settlement.....10

7.3 Performance of Services.....10

ARTICLE 8. TERMINATION.....10

8.1 Master Contract is At-Will.....10

8.2 Termination by City for Breach.....11

8.3 City Remedies.....11

8.4 Termination for Convenience.....11

8.5 Termination by Consultant for Breach.....11

8.6 Termination by Consultant without Cause.....11

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS12

- 9.1 Consultant as Independent Consultant.....12
- 9.2 Compliance with Laws; Communications with Regulators.....12
- 9.3 Consultant Payments; Waivers of Liens.12
- 9.4 Permits and Licenses.....12
- 9.5 Safety; Hazardous Materials.12
- 9.6 Intellectual Property.....12
- 9.7 Confidential Information.13
- 9.8 Ownership of Data and Documents.13
- 9.9 Copyrights and Patents.13
- 9.10 Notices.13
- 9.11 No Waiver by City.14
- 9.12 No Third-Party Beneficiaries.....14
- 9.13 Survival of Terms.14
- 9.14 Assignments.....14
- 9.15 Amendments.14
- 9.16 Governing Law.14
- 9.17 Compliance with Laws, Grant Regulations.14
- 9.18 Representation of No Conflicts.....15
- 9.19 No Collusion.15

Master Contract
Between The City of Des Plaines
And H.R. Green, Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **January 4, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and H.R. Green, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2023 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel and under the management, supervision, and control of its own organization unless

otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits,

pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$10,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:
City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:
H.R. Green, Inc.
420 N. Front Street
McHenry, IL 60050
Attn: Timothy Hartnett

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF DES PLAINES

HR Green, Inc.

By: _____

By:  _____

Name: Michael Bartholomew

Name: Timothy J. Hartnett

Title: City Manager

Title: Principal/Vice President

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____
between the City of Des Plaines (the “City”) and H.R. Green, Inc. (the “Consultant”), the Parties
agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

5. Additional Changes to the Master Contract (if applicable):

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature

Timothy J. Hartnett

Printed Name

_____, 20____
Date

_____, 20____
Date

If greater than, \$/2,500/, the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B

PRICING SCHEDULE



HR GREEN
Billing Rate Schedule
Effective January 1, 2021

Professional Services	Billing Rate Range
Principal	\$215- \$310
Senior Professional	\$195- \$300
Professional	\$125- \$200
Junior Professional	\$85- \$145
Senior Technician	\$120- \$160
Technician	\$75- \$130
Senior Field Personnel	\$140- \$205
Field Personnel	\$90- \$170
Junior Field Personnel	\$75- \$100
Administrative Coordinator	\$70-\$115
Administrative	\$65- \$100
Corporate Admin	\$80- \$150
Operators/Interns	\$50- \$120

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and H.R. Green, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE CONTRACT REMAIN UNCHANGED**

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature

Timothy J. Hartnett

Printed Name

_____, 20____
Date

_____, 20____
Date

If compensation increase greater than \$/2,500/, then the City Manager’s signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: December 24, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*
Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Professional Consulting Master Contract - The Lakota Group, Inc.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with The Lakota Group, Inc. for professional engineering services. Their current contract expires December 31, 2020.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of design engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with The Lakota Group, Inc., 116 West Illinois Street, 7th Floor, Chicago, IL 60654.

Attachments:

Resolution R-14-21
Exhibit A – The Lakota Group, Inc. Master Contract

CITY OF DES PLAINES

RESOLUTION R - 14 - 21

A RESOLUTION APPROVING A MASTER CONTRACT WITH THE LAKOTA GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, The Lakota Group, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

WHEREAS, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF MASTER CONTRACT. The City Council hereby approves the Master Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with The Lakota Group Inc 2021

Master Contract
Between the City of Des Plaines
And The Lakota Group, Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And The Lakota Group, Inc.
For Professional Engineering Services

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. THE SERVICES	1
1.1 Intent; Conflicts.	1
1.2 Task Orders.	1
1.3 Project Time.	1
1.4 Term; Extensions.	1
1.5 No Guarantee of Work; Other Contracts.	1
1.6 Responsibility of Consultant to Perform.	1
1.7 Financial Ability to Perform.	2
ARTICLE 2. COMPENSATION AND PAYMENT	2
2.1 Pricing Schedule.	2
2.2 Monthly Payment; Invoices.	2
2.3 Taxes.	2
2.4 Final Payment.	3
2.5 Deductions.	3
2.6 Use of Deducted Funds.	3
2.7 Keeping Books and Accounts.	3
ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES	4
3.1 Standard of Performance.	4
3.2 Correction of Defects.	4
3.3 Risk of Loss.	4
3.4 Opinions of Probable Cost.	4
3.5 Responsibility for Work by Contractors.	4
3.6 City Responsibilities.	5
3.7 Time of the Essence.	6

3.8 Suspension of Services, Project.....6

ARTICLE 4. TASK CHANGE ORDERS; DELAYS.....6

4.1 Task Change Orders.....6

4.2 Revision Notices.....6

4.3 Disagreements over Task Change Order Terms.....6

4.4 No Change in Absence of Task Change Order.....6

4.5 Delays.....7

ARTICLE 5. INSURANCE.....7

5.1 Insurance.....7

5.2 Scope of Coverage.....7

5.3 Minimum Limits of Coverage.....7

5.4 Deductibles and Self-Insured Retentions.....8

5.5 Additional Requirements.....8

5.6 Verification of Coverage.....9

5.7 Sub-Consultants and Suppliers.....9

ARTICLE 6. INDEMNIFICATION.....9

6.1 Agreement to Indemnify.....9

6.2 Notice of Claim to Consultant.....10

6.3 No Limit Based on Insurance.....10

6.4 Withholding Payment.....10

6.5 Limit on Duty to Indemnify.....10

ARTICLE 7. INFORMAL DISPUTE RESOLUTION.....10

7.1 Dispute Resolution Panel.....10

7.2 Communications in Nature of Settlement.....10

7.3 Performance of Services.....10

ARTICLE 8. TERMINATION.....10

8.1 Master Contract is At-Will.....10

8.2 Termination by City for Breach.....11

8.3 City Remedies.....11

8.4 Termination for Convenience.....11

8.5 Termination by Consultant for Breach.....11

8.6 Termination by Consultant without Cause.....11

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS12

- 9.1 Consultant as Independent Consultant.....12
- 9.2 Compliance with Laws; Communications with Regulators.....12
- 9.3 Consultant Payments; Waivers of Liens.12
- 9.4 Permits and Licenses.....12
- 9.5 Safety; Hazardous Materials.12
- 9.6 Intellectual Property.....12
- 9.7 Confidential Information.13
- 9.8 Ownership of Data and Documents.13
- 9.9 Copyrights and Patents.13
- 9.10 Notices.13
- 9.11 No Waiver by City.14
- 9.12 No Third-Party Beneficiaries.....14
- 9.13 Survival of Terms.14
- 9.14 Assignments.....14
- 9.15 Amendments.14
- 9.16 Governing Law.14
- 9.17 Compliance with Laws, Grant Regulations.14
- 9.18 Representation of No Conflicts.....15
- 9.19 No Collusion.15

Master Contract
Between The City of Des Plaines
And The Lakota Group, Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **January 4, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and The Lakota Group, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2023 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$10,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:
City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:
The Lakota Group, Inc.
116 West Illinois Street, 7th Floor
Chicago, Illinois 60654
Attn:

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

The Lakota Group, Inc.

By: _____

By: _____

Name: Michael G. Bartholomew

Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____
between the City of Des Plaines (the “City”) and The Lakota Group, Inc. (the “Consultant”), the
Parties agree to the following Task Number ____:

1. Contracted Services:

_____.

2. Project Schedule (attach schedule if appropriate):

_____.

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

_____.

5. Additional Changes to the Master Contract (if applicable):

_____.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature

Printed Name

_____, 20____
Date

_____, 20____
Date

If greater than, \$/2,500/, the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

ATTACHMENT B - PRICING SCHEDULE



116 West Illinois Street
Floor 7
Chicago, Illinois 60654
p 312.467.5445
f 312.467.5484
thelakotagroup.com

Lakota Billing Rates (2018):

Principal	\$265
Associate Principal	\$235
Vice President	\$210
Senior Associate	\$185
Project Planner/Designer/Manager	\$160
Planner/Urban Designer/Landscape Architect	\$120 - \$130
Research/Operations Staff	\$90

Pricing Schedule to be Updated January 2021

Planning
Urban Design
Landscape Architecture
Historic Preservation
Community Engagement

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and The Lakota Group, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE CONTRACT REMAIN UNCHANGED**

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature

Printed Name

_____, 20____
Date

_____, 20____
Date

If compensation increase greater than \$/2,500/, then the City Manager’s signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: December 24, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*
Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Professional Consulting Master Contract - Walker Consultants/Engineering, Inc.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with Walker Consultants/Engineering, Inc. for professional engineering services. Their current contract expires December 31, 2020.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of facility engineering and inspection services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with Walker Consultants/Engineering, Inc., 505 Davis Road, Elgin, IL 60123.

Attachments:

Resolution R-15-21

Exhibit A – Walker Consultants/Engineering, Inc. Master Contract

CITY OF DES PLAINES

RESOLUTION R - 15 - 21

A RESOLUTION APPROVING A MASTER CONTRACT WITH WALKER CONSULTANTS/ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, Walker Consultants/Engineering, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

WHEREAS, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF MASTER CONTRACT. The City Council hereby approves the Master Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with Walker Consultants Engineering Inc 2021

Master Contract
Between the City of Des Plaines
And Walker Consultants/Engineers, Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And Walker Consultants/Engineers, Inc.
For Professional Engineering Services

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. THE SERVICES	1
1.1 Intent; Conflicts.	1
1.2 Task Orders.	1
1.3 Project Time.	1
1.4 Term; Extensions.	1
1.5 No Guarantee of Work; Other Contracts.	1
1.6 Responsibility of Consultant to Perform.	1
1.7 Financial Ability to Perform.	2
ARTICLE 2. COMPENSATION AND PAYMENT	2
2.1 Pricing Schedule.	2
2.2 Monthly Payment; Invoices.	2
2.3 Taxes.	2
2.4 Final Payment.	3
2.5 Deductions.	3
2.6 Use of Deducted Funds.	3
2.7 Keeping Books and Accounts.	3
ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES	4
3.1 Standard of Performance.	4
3.2 Correction of Defects.	4
3.3 Risk of Loss.	4
3.4 Opinions of Probable Cost.	4
3.5 Responsibility for Work by Contractors.	4
3.6 City Responsibilities.	5
3.7 Time of the Essence.	6

3.8 Suspension of Services, Project.....6

ARTICLE 4. TASK CHANGE ORDERS; DELAYS.....6

4.1 Task Change Orders.....6

4.2 Revision Notices.....6

4.3 Disagreements over Task Change Order Terms.....6

4.4 No Change in Absence of Task Change Order.....6

4.5 Delays.....7

ARTICLE 5. INSURANCE.....7

5.1 Insurance.....7

5.2 Scope of Coverage.....7

5.3 Minimum Limits of Coverage.....7

5.4 Deductibles and Self-Insured Retentions.....8

5.5 Additional Requirements.....8

5.6 Verification of Coverage.....9

5.7 Sub-Consultants and Suppliers.....9

ARTICLE 6. INDEMNIFICATION.....9

6.1 Agreement to Indemnify.....9

6.2 Notice of Claim to Consultant.....10

6.3 No Limit Based on Insurance.....10

6.4 Withholding Payment.....10

6.5 Limit on Duty to Indemnify.....10

ARTICLE 7. INFORMAL DISPUTE RESOLUTION.....10

7.1 Dispute Resolution Panel.....10

7.2 Communications in Nature of Settlement.....10

7.3 Performance of Services.....10

ARTICLE 8. TERMINATION.....10

8.1 Master Contract is At-Will.....10

8.2 Termination by City for Breach.....11

8.3 City Remedies.....11

8.4 Termination for Convenience.....11

8.5 Termination by Consultant for Breach.....11

8.6 Termination by Consultant without Cause.....11

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS12

- 9.1 Consultant as Independent Consultant.....12
- 9.2 Compliance with Laws; Communications with Regulators.....12
- 9.3 Consultant Payments; Waivers of Liens.12
- 9.4 Permits and Licenses.....12
- 9.5 Safety; Hazardous Materials.12
- 9.6 Intellectual Property.....12
- 9.7 Confidential Information.13
- 9.8 Ownership of Data and Documents.13
- 9.9 Copyrights and Patents.13
- 9.10 Notices.13
- 9.11 No Waiver by City.14
- 9.12 No Third-Party Beneficiaries.....14
- 9.13 Survival of Terms.14
- 9.14 Assignments.....14
- 9.15 Amendments.14
- 9.16 Governing Law.14
- 9.17 Compliance with Laws, Grant Regulations.14
- 9.18 Representation of No Conflicts.....15
- 9.19 No Collusion.15

Master Contract
Between The City of Des Plaines
And Walker Consultants/Engineers, Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **January 4, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Walker Consultants/Engineers, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2023 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$10,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:
City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:
Walker Parking Consultants/Engineers, Inc.
505 Davies Road
Elgin, IL 60123
Attn: Daniel E. Moser, Department Head

with a copy to:
Walker Parking Consultants/Engineers, Inc.
505 Davies Road
Elgin, IL 60123
Attn: K. Nam Shiu, Director of Restoration

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF DES PLAINES

Walker Consultants/Engineers, Inc.

By: _____

By: David W. Ryan

Name: Michael Bartholomew

Name: David W. Ryan, P.E.

Title: City Manager

Title: President & COO

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____
between the City of Des Plaines (the “City”) and Walker Consultants/Engineers, Inc. (the
“Consultant”), the Parties agree to the following Task Number ____:

1. Contracted Services:

_____.

2. Project Schedule (attach schedule if appropriate):

_____.

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

_____.

5. Additional Changes to the Master Contract (if applicable):

_____.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature
K. Nam Shiu
Printed Name

_____, 20____
Date

_____, 20____
Date

If greater than, \$/2,500/, the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date



Senior Vice President	\$310.00
Vice President.....	\$280.00
Principal/Director	\$260.00
Senior Project Manager/Senior Consultant	\$250.00
Project Manager/Consultant.....	\$215.00
Senior Engineer/Senior Architect	\$210.00
Engineer/Architect	\$185.00
Analyst/Planner/Specialist	\$175.00
Assistant Project Manager/Assistant Consultant.....	\$175.00
Designer.....	\$175.00
Senior Technician	\$160.00
Technician.....	\$145.00
Senior Administrative Assistant/Business Manager.....	\$120.00
Administrative Assistant	\$100.00

Subject to annual adjustment on January 1 each year.

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Walker Consultants/Engineers, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE CONTRACT REMAIN UNCHANGED**

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature

K. Nam Shiu

Printed Name

_____, 20____
Date

_____, 20____
Date

If compensation increase greater than \$/2,500/, then the City Manager’s signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

Signature
City Manager

_____, 20____
Date



PUBLIC WORKS AND
ENGINEERING DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5390
desplaines.org

MEMORANDUM

Date: December 24, 2020

To: Michael G. Bartholomew, MCP, LEED-AP, City Manager

From: Jon Duddles, P.E., CFM, Assistant Director of Public Works and Engineering *ASD*
Tom Bueser, Superintendent of General Services *TB*

Cc: Timothy Oakley, P.E., CFM, Director of Public Works and Engineering
Timothy Watkins, Assistant Director of Public Works and Engineering

Subject: Professional Consulting Master Contract - Civiltech Engineering, Inc.

Issue: The Public Works and Engineering Department requests a new 3-year Master Contract with Civiltech Engineering, Inc. for professional engineering services. Their current contract expires December 31, 2020.

Analysis: The Master Contract allows the City to enter into professional service Task Order agreements with the consultant to perform a variety of engineering services. The Task Order agreements are presented individually for approval.

The City's general counsel has provided an updated three-year Master Contract for the consultant.

Recommendation: We recommend approval of the new master contract with Civiltech Engineering, Inc., 450 E. Devon Avenue, Suite 300, Itasca, IL 60143.

Attachments:
Resolution R-16-21
Exhibit A – Civiltech Engineering, Inc. Master Contract

CITY OF DES PLAINES

RESOLUTION R - 16 - 21

A RESOLUTION APPROVING A MASTER CONTRACT WITH CIVILTECH ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City desires to retain an engineering firm to perform engineering services for the City as such services are needed over time ("*Engineering Services*"); and

WHEREAS, Civiltech Engineering, Inc. ("*Consultant*") has performed Engineering Services for the City in the past to the City's satisfaction; and

WHEREAS, the City desires to enter into a master contract with Consultant to perform Engineering Services as required by the City ("*Master Contract*") pursuant to task orders issued by the City in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines, the City's purchasing policy, and the Master Contract; and

WHEREAS, in accordance with Chapter 10 of Title 1 of the City Code of the City of Des Plaines and the City purchasing policy, City staff has determined that the procurement of the Engineering Services does not require competitive bidding because the Engineering Services require a high degree of professional skill and judgment where the ability or fitness of the individual plays an important part; and

WHEREAS, the City Council has determined that is in the best interest of the City to enter into the Master Contract with Consultant;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF MASTER CONTRACT. The City Council hereby approves the Master Contract in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: AUTHORIZATION TO EXECUTE MASTER CONTRACT. The City Council hereby authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Master Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____, 2021.

APPROVED this ____ day of _____, 2021.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

DP-Resolution Approving Master Contract with Civiltech Engineering 2021

Master Contract
Between the City of Des Plaines
And Civiltech Engineering, Inc.
For Professional Engineering Services

Master Contract
Between the City of Des Plaines
And Civiltech Engineering, Inc.
For Professional Engineering Services

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. THE SERVICES	1
1.1 Intent; Conflicts.	1
1.2 Task Orders.	1
1.3 Project Time.	1
1.4 Term; Extensions.	1
1.5 No Guarantee of Work; Other Contracts.	1
1.6 Responsibility of Consultant to Perform.	1
1.7 Financial Ability to Perform.	2
ARTICLE 2. COMPENSATION AND PAYMENT	2
2.1 Pricing Schedule.	2
2.2 Monthly Payment; Invoices.	2
2.3 Taxes.	2
2.4 Final Payment.	3
2.5 Deductions.	3
2.6 Use of Deducted Funds.	3
2.7 Keeping Books and Accounts.	3
ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES	4
3.1 Standard of Performance.	4
3.2 Correction of Defects.	4
3.3 Risk of Loss.	4
3.4 Opinions of Probable Cost.	4
3.5 Responsibility for Work by Contractors.	4
3.6 City Responsibilities.	5
3.7 Time of the Essence.	6

3.8 Suspension of Services, Project.....6

ARTICLE 4. TASK CHANGE ORDERS; DELAYS.....6

4.1 Task Change Orders.....6

4.2 Revision Notices.....6

4.3 Disagreements over Task Change Order Terms.....6

4.4 No Change in Absence of Task Change Order.....6

4.5 Delays.....7

ARTICLE 5. INSURANCE.....7

5.1 Insurance.....7

5.2 Scope of Coverage.....7

5.3 Minimum Limits of Coverage.....7

5.4 Deductibles and Self-Insured Retentions.....8

5.5 Additional Requirements.....8

5.6 Verification of Coverage.....9

5.7 Sub-Consultants and Suppliers.....9

ARTICLE 6. INDEMNIFICATION.....9

6.1 Agreement to Indemnify.....9

6.2 Notice of Claim to Consultant.....10

6.3 No Limit Based on Insurance.....10

6.4 Withholding Payment.....10

6.5 Limit on Duty to Indemnify.....10

ARTICLE 7. INFORMAL DISPUTE RESOLUTION.....10

7.1 Dispute Resolution Panel.....10

7.2 Communications in Nature of Settlement.....10

7.3 Performance of Services.....10

ARTICLE 8. TERMINATION.....10

8.1 Master Contract is At-Will.....10

8.2 Termination by City for Breach.....11

8.3 City Remedies.....11

8.4 Termination for Convenience.....11

8.5 Termination by Consultant for Breach.....11

8.6 Termination by Consultant without Cause.....11

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS12

- 9.1 Consultant as Independent Consultant.....12
- 9.2 Compliance with Laws; Communications with Regulators.....12
- 9.3 Consultant Payments; Waivers of Liens.12
- 9.4 Permits and Licenses.....12
- 9.5 Safety; Hazardous Materials.12
- 9.6 Intellectual Property.....12
- 9.7 Confidential Information.13
- 9.8 Ownership of Data and Documents.13
- 9.9 Copyrights and Patents.13
- 9.10 Notices.13
- 9.11 No Waiver by City.14
- 9.12 No Third-Party Beneficiaries.....14
- 9.13 Survival of Terms.14
- 9.14 Assignments.....14
- 9.15 Amendments.14
- 9.16 Governing Law.14
- 9.17 Compliance with Laws, Grant Regulations.14
- 9.18 Representation of No Conflicts.....15
- 9.19 No Collusion.15

Master Contract
Between The City of Des Plaines
And Civiltech Engineering, Inc.
For Professional Engineering Services

This contract (the “*Master Contract*”) is dated as of **January 4, 2021** (the “*Effective Date*”) and is by and between the City of Des Plaines (the “*City*”) and Civiltech Engineering, Inc. (the “*Consultant*”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Intent; Conflicts. It is the intent of the parties that this Master Contract govern the relationship of the parties. Specific terms related to a project will be contained in a task order as provided in Section 1.2. In the event of a conflict between the provisions of this Master Contract and any task order, then provisions of this Master Contract will apply and control.

1.2 Task Orders. The Consultant will perform services for the City from time to time as set forth in written task orders issued by the City on a project-by-project basis (the “*Services*”), provided, however, that any task order in an amount exceeding \$20,000 must be approved by the City Council. A task order will be in the form generally as provided in Attachment A attached to and by this reference incorporated into this Master Contract (a “*Task Order*”) and in final form acceptable to the City and executed by the Parties. Each Task Order will include the Services to be performed under that Task Order (collectively a “*Project*”).

1.3 Project Time. Each Task Order will include a time schedule for the Project (a “*Project Schedule*”) including without limitation a date for completion of the Project (the “*Project Completion Date*”).

1.4 Term; Extensions. This Master Contract commences on the Effective Date and terminates on December 31, 2023 unless terminated earlier pursuant to Article 8 of this Master Contract (the “*Term*”). All terms of this Master Contract, including without limitation pricing terms, are firm during the Term, unless a change is explicitly agreed to by the City in a Task Order. The Parties may extend this Contract for two additional one-year periods (each an “*Extended Term*”). Pricing terms may be adjusted by agreement at the beginning of an Extended Term.

1.5 No Guarantee of Work; Other Contracts. This Master Contract does not guarantee that the Consultant will be awarded Projects by the City, and the City has no duty or obligation to award Projects to the Consultant. Also, the City may enter into master contracts with other consultants, pursuant to which the City may award work from time to time at the City’s discretion.

1.6 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its

own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City's approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Master Contract and the relevant Task Order. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Master Contract and the relevant Task Order in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Master Contract or the relevant Task Order, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Project Schedule as a result of any such removal or replacement.

1.7 Financial Ability to Perform. Each time when executing a Task Order, the Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Project set forth in the Task Order in full compliance with, and as required by or pursuant to, the Task Order and this Master Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services ("*Compensation*"), the City will pay the Consultant the amounts set forth in Attachment B attached to and by this reference incorporated into this Master Contract (the "*Pricing Schedule*"). The Parties may agree to different or additional pricing terms in a Task Order ("*Project-Specific Pricing*"). Except for the Compensation and any Project-Specific Pricing, the City will have no liability for any expenses or costs incurred by the Consultant.

2.2 Monthly Payment; Invoices. The Compensation for a Project will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis unless the Parties agree in a Task Order to a different schedule, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant's right to payment of the Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Project is to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Project is to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Project and, if the Project is to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes,

contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. A Project, or a phase of a Project, will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services and any Project-Specific Compensation, after deducting therefrom charges, if any, as provided in this Master Contract or the relevant Task Order (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Master Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Master Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Master Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Master Contract. Copies of such material must be furnished to the City at the City’s request and expense.

ARTICLE 3. PERFORMANCE OF PROJECT AND SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the Chicago Metropolitan Region (the “*Standard of Performance*”). All Services must be free from defects and flaws, must conform to the requirements of this Master Contract and applicable Task Order, and must be performed in accordance with the Standard of Performance. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services, unless specifically provided otherwise in a Task Order.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant’s sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant within two years after completion of the Services.

3.3 Risk of Loss. The Consultant bears the risk of loss in providing all Services. The Consultant is responsible for any and all damages to property or persons caused by any Consultant error, omission, or negligent act and for any losses or costs to repair or remedy any work undertaken by the City based on the Services as a result of any such error, omission, or negligent act. Notwithstanding any other provision of this Master Contract or any Task Order, the Consultant’s obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors’ methods of determining their prices. Accordingly, any opinions of probable costs provided under this Master Contract or a Task Order are considered to be estimates only, made on the basis of the Consultant’s experience and qualifications, and those opinions represent the Consultant’s best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Except as provided in a Task Order, and subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor’s construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Master Contract or a Task Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Master Contract or in a Task Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative on each Project. In the absence of a written designation, the City's representative will be the City's Director of Public Works and Engineering. The City's representative will have the authority to act on behalf of the City as provided in a Task Order, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for a Project or Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to a Project.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for a Project.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations for a Project and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City in connection with a Project, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a Project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Master Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests with respect to a Project.

(j) To attend Project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Master Contract or any Task Order.

3.7 Time of the Essence. Time is of the essence for each Project and all activities with regard to the performance of a Project.

3.8 Suspension of Services, Project. The City, at any time and for any reason, may suspend work on any or all Services or Project by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. TASK CHANGE ORDERS; DELAYS

4.1 Task Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services included in a Task Order (a “*Task Change Order*”) provided, however, that any Task Change Order in an amount exceeding \$10,000 must be approved by the City Council. The Task Change Order will be generally in the form attached to and by this reference incorporated into this Master Contract as Attachment C. The Consultant may request a Task Change Order based on a material change to a Project or any Services required as part of a Project. A Task Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation for the Project.

4.2 Revision Notices. Within 10 days after the date of a Task Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Task Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Task Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Task Change Order and the Task Change Order will be final.

4.3 Disagreements over Task Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Project Schedule terms of a Task Change Order, then the Parties will apply the dispute resolution provisions of this Master Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Task Change Order. No claim for an adjustment in Compensation or Project Schedule will be made or allowed unless it is embodied in a Task Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Project Schedule terms that has not been included, or fully included, in a Task Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Task Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Project Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Project Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Master Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026 (Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000 or a project-contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Master Contract and any Task Order, with a deductible not-to-exceed \$150,000 without prior written approval.

5.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer must reduce or eliminate such deductibles or self-insured retentions with respect to the City and its officials, employees, agents, and representatives or the Consultant must procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. This provision does not apply to Paragraph 5.3(d) above.

5.5 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Master Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.6 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request a full certified copy of each insurance policy and endorsement.

5.7 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the Consultant hereby agrees to indemnify and, at the City's request, defend the City and its officials, employees, agents, and representatives (collectively the "*Indemnified Parties*") as follows:

(a) Against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively "*Professional Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the negligent performance of any professional Services by the Consultant or its employees or sub-consultants or that may in any way result therefrom, except only Claims arising out of the sole legal cause of the City; and

(b) Against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs, and expenses (collectively "*General Liability Claims*"), that may in any way accrue against the Indemnified Parties or any one of them arising in whole, or in part, or in consequence of the

negligent act or omission of the Consultant or its employees or sub-consultants other than any professional Service or that may in any way result therefrom, except only General Liability Claims arising out of the sole legal cause of the City.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Master Contract or a Task Order will be submitted to a dispute resolution panel comprised of two representatives of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Master Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Master Contract is At-Will. This Master Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Master Contract without reason or cause, then the Consultant will be entitled to Compensation for all Service performed by the Consultant up to the date of termination. The Consultant is not

entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Master Contract and any Task Order on account of breach by the Consultant and failure of the Consultant to cure the breach within 10 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "Breach" by the Consultant includes (a) failure of the Consultant to adhere to any terms or conditions of this Master Contract or any Task Order, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of the Project within the Project Schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete a Project or any Services.

8.3 City Remedies. If the City terminates this Master Contract or any Task Order for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation under any Task Order to reimburse itself or pay for any and all costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Master Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Master Contract.

8.5 Termination by Consultant for Breach. The Consultant at any time, by written notice, terminate this Master Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

8.6 Termination by Consultant without Cause. The Consultant may terminate this Master Contract without cause on 30 days written notice to the City, except that no such termination will become effective until after the Consultant has completed, and the City has

approved and accepted, all Projects for which Task Orders have been issued and all Services related to those Projects.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Master Contract or a Task Order, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. The Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. Unless otherwise provided in a Task Order, the Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Protection of Health, Environment. The Consultant's personnel must be experienced and properly trained to perform the Services and must take adequate precautions to protect human health and the environment in the performance of Services.

(b) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

(c) Hazardous Materials. The Consultant acknowledges that there may be hazardous substances, wastes, or materials as defined by applicable Law ("Hazardous Materials") at a Project site or otherwise associated with Services, and the Consultant under those circumstances must take appropriate precautions to protect its employees, sub-consultants, and suppliers.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively "*Intellectual Property*") in the performance of Services. If ever the Consultant is alleged to have infringed on

any Intellectual Property, then, in addition to the Consultant's obligations to indemnify Indemnified Parties under this Master Contract, the Consultant also, at the sole discretion of the City and at the Consultant's sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Master Contract and the relevant Task Order, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Master Contract must be treated by the Consultant as proprietary and confidential information ("*Confidential Information*"). The Consultant must not disclose Confidential Information without the City's prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Master Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant's sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Master Contract (collectively "*Data*"), other than the Consultant's confidential information, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City's request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant's records subject to the Consultant's continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant's control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered "work for hire," and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Master Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City's expense.

9.10 Notices. Any notice or communication required by this Master Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:
City of Des Plaines
Public Works and Engineering Department
1420 Miner Street
Des Plaines, Illinois 60016
Attn: Director of Public Works
And Engineering

with a copy to:
Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, Illinois 60654
Attn: Peter Friedman, General Counsel

If to the Consultant:
Civiltech Engineering, Inc.
450 Devon Avenue, Suite 300
Itasca, Illinois 60143
Attn: _____

with a copy to:

or to such other address as the party to whom notice is to be given has furnished in writing.

9.11 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Master Contract, will constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Master Contract or any remedy, power, or right of the City.

9.12 No Third-Party Beneficiaries. This Master Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Master Contract.

9.13 Survival of Terms. The following sections will survive the termination of this Master Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.14 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Master Contract without the prior express written consent of the City. If any aspect of this Master Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Master Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Master Contract must include terms requiring the assignee or transferee to fully comply with this Master Contract unless otherwise authorized in writing by the City.

9.15 Amendments. This Master Contract may be amended only in writing executed by the City and the Consultant.

9.16 Governing Law. The validity, construction, and performance of this Master Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.17 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other

approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Master Contract or any Task Order. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant’s improper performance of, or failure to properly perform, any Services.

9.18 Representation of No Conflicts. The Consultant represents that (1) no City employee or agent is interested in the business of the Consultant or this Master Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Master Contract.

9.19 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Master Contract and that this Master Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Master Contract to be executed by their duly authorized representatives as of the Effective Date.

City of Des Plaines

Civiltech Engineering, Inc.

By: _____

By: _____

Name: Michael G. Bartholomew

Name: _____

Title: City Manager

Title: _____

APPROVED AS TO FORM ONLY

Des Plaines General Counsel Dated

ATTACHMENT A

TASK ORDER

In accordance with Section 1.2 of the Master Contract dated _____, 20____
between the City of Des Plaines (the “City”) and Civiltech Engineering, Inc. (the “Consultant”),
the Parties agree to the following Task Number ____:

1. Contracted Services:

2. Project Schedule (attach schedule if appropriate):

3. Project Completion Date:

All Contracted Services must be completed on or before: _____, 20____.

4. Project Specific Pricing (if applicable):

5. Additional Changes to the Master Contract (if applicable):

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature

Printed Name

_____, 20____
Date

_____, 20____
Date

If greater than, \$/2,500/, the City Manager's signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor's signature is required.

Signature
City Manager

_____, 20____
Date

Employee Classifications with Hourly Rates

Effective Date: 11/28/2020

Senior Project Manager (\$55 - \$95)	Average Hourly Rate:	\$76.25
Chief Structural Engineer (\$55 - \$95)	Average Hourly Rate:	\$80.00
Water Resources Manager(\$55 - \$95)	Average Hourly Rate:	\$80.00
Project Manager (\$35 - \$95)	Average Hourly Rate:	\$57.85
Resident Engineer V (\$40 - \$95)	Average Hourly Rate:	\$57.08
Resident Engineer IV (\$35 - \$50)	Average Hourly Rate:	\$44.50
Resident Engineer III (\$30 - \$45)	Average Hourly Rate:	\$40.88
Resident Engineer II (\$30 - \$40)	Average Hourly Rate:	\$34.25
Resident Engineer I (\$25 - \$35)	Average Hourly Rate:	\$30.63
Engineer V (\$39- \$55)	Average Hourly Rate:	\$44.17
Engineer IV (\$30 - \$45)	Average Hourly Rate:	\$40.85
Engineer III (\$30 - \$40)	Average Hourly Rate:	\$36.25
Engineer II (\$25 - \$35)	Average Hourly Rate:	\$32.46
Engineer I (\$25 - \$35)	Average Hourly Rate:	\$30.85
Structural Engineer IV (\$30 - \$45)	Average Hourly Rate:	\$42.25
Structural Engineer III (\$30 - \$40)	Average Hourly Rate:	\$36.25
Structural Engineer I (\$25 - \$35)	Average Hourly Rate:	\$34.25
Landscape Architect (\$35 - \$50)	Average Hourly Rate:	\$50.00
Landscape Designer (\$25 - \$40)	Average Hourly Rate:	\$26.50
Planner V (\$37 - \$50)	Average Hourly Rate:	\$38.75
Planner II (\$25 - \$35)	Average Hourly Rate:	\$31.00
Environmental Scientist III (\$30 - \$40)	Average Hourly Rate:	\$35.00
Project Coordinator (\$35 - \$60)	Average Hourly Rate:	\$60.00
Senior Design Technician (\$30 - \$45)	Average Hourly Rate:	\$40.50
Field Technician III (\$30 - \$45)	Average Hourly Rate:	\$42.50
Field Technician II (\$25 - \$45)	Average Hourly Rate:	\$40.92
Field Technician I (\$20 - \$40)	Average Hourly Rate:	\$33.63
Chief Layout Specialist (\$30 - \$45)	Average Hourly Rate:	\$35.25
GIS Analyst (\$30 - \$45)	Average Hourly Rate:	\$42.25
Historic Preservationist (\$30 - \$70)	Average Hourly Rate:	\$65.00
Director of Right of Way Services (\$55 - \$70)	Average Hourly Rate:	\$70.00
Senior Appraiser (\$25 - \$40)	Average Hourly Rate:	\$41.75
Analyst (\$25 - \$40)	Average Hourly Rate:	\$35.75
Right of Way Coordinator (\$25 - \$40)	Average Hourly Rate:	\$28.13
Director of Operations (\$55 - \$95)	Average Hourly Rate:	\$80.00
IT Applications Manager (\$45 - \$65)	Average Hourly Rate:	\$57.50
CAD Technician (\$25 - \$40)	Average Hourly Rate:	\$34.00
Assistant Network Administrator (\$17 - \$30)	Average Hourly Rate:	\$29.25
Director of Finance (\$55 - \$95)	Average Hourly Rate:	\$80.00
Accounting Manager (\$35 - \$55)	Average Hourly Rate:	\$52.75
Finance Support Specialist (\$22 - \$32)	Average Hourly Rate:	\$30.00
Content Strategist (\$30 - \$50)	Average Hourly Rate:	\$48.00
Proposal Manager (\$25 - \$45)	Average Hourly Rate:	\$28.00
Senior Graphic Designer (\$25 - \$40)	Average Hourly Rate:	\$39.75
Administrative Assistant (\$10 - \$33)	Average Hourly Rate:	\$21.92

Rates for subsequent years will be adjusted to reflect annual salary rate adjustments.

ATTACHMENT C

TASK CHANGE ORDER FOR TASK NUMBER ____

In accordance with Section 4.1 of the Master Contract dated _____, 20____ between the City of Des Plaines (the “City”) and Civiltech Engineering, Inc. (the “Consultant”), the Parties agree to the following Task Change Order for Task Number ____:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

**ALL OTHER TERMS AND CONDITIONS
OF THE CONTRACT REMAIN UNCHANGED**

[signature page follows]

CITY

CONSULTANT

Signature
Director of Public Works
And Engineering

Signature

Printed Name

_____, 20____
Date

_____, 20____
Date

If compensation increase greater than \$/2,500/, then the City Manager’s signature is required.

Signature
City Manager

_____, 20____
Date

If compensation greater than \$/20,000/, then the City Council must approve the Services Change Order in advance and the City Manager or Mayor’s signature is required.

Signature
City Manager

_____, 20____
Date



FINANCE DEPARTMENT

1420 Miner Street
Des Plaines, IL 60016
P: 847.391.5300
desplaines.org

MEMORANDUM

Date: December 21, 2020
To: Michael G. Bartholomew, City Manager
From: Dorothy Wisniewski, Assistant City Manager/Director of Finance
Subject: Resolution R-11-21, January 4, 2021 Warrant Register

Recommendation: I recommend that the City Council approve the January 4, 2021 Warrant Register Resolution R-11-21.

Warrant Register.....\$2,892,222.49

Estimated General Fund Balance

Balance as of 11/30/2020: \$29,214,612

Please use caution when evaluating this number as revenues fluctuate dramatically from month to month due to delays in receiving sales tax revenue from the State and 1st & 2nd installments of property tax revenue.

CITY OF DES PLAINES

RESOLUTION

R-11-21

Be it resolved by the City Council of the City of Des Plaines that the following bills are due and payable and that the Mayor and City Clerk be and are hereby authorized to make payment for same.

January 4, 2021

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
Elected Office					
Division: 120 - City Clerk					
1	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121020	Water Supply 11/12/2020 6.75
Total 120 - City Clerk					6.75

Total 10 - Elected Office					6.75
----------------------------------	--	--	--	--	-------------

City Administration					
Division: 210 - City Manager					
2	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121020	Water Supply 11/12/2020 50.71
Total 210 - City Manager					50.71

Division: 220 - Legal					
3	6009	Legal Fees - Admin Hearings/Prosecutions	1073 Bartel, Raymond	20-17	Legal Services 12/03-12/15/2020 1,612.50
Total 220 - Legal					1,612.50

Division: 230 - Information Technology					
4	6000	Professional Services	4288 Burwood Group Incorporated	PS-06821-R1X9	ISR Gateway Refresh 08/26/2020 1,250.00
5	6305	R&M Equipment	6963 Curvature Inc	90581789	Server Maintenance Contract 12/01/2020 - 12/31/2020 117.00
6	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121020	Water Supply 11/12/2020 33.73
7	7320	Equipment < \$5,000	1026 CDW LLC	5103701	Logitech C920S HD Webcam 65.27
Total 230 - Information Technology					1,466.00

Division: 240 - Media Services					
8	6000	Professional Services	8297 Graphic Solutions Inc Chicago	8735	Graphic Design Services for Pace Bus Shelter 11/05-12/03/2020 400.00
9	6000	Professional Services	8297 Graphic Solutions Inc Chicago	8736	Graphic Design Services for 2021 Budget Book 09/24-12/09/2020 480.00
10	6110	Printing Services	1233 Press Tech Inc	47047	Printing & Addressing for 25K 2021 Community Calendars 12/10/20 8,859.00
11	6115	Licensing/Titles	1543 BMI Broadcast Music Inc	38834083	Special Events License Fee Report Adjustment 1/1/2019-12/31/2019 1,092.08
Total 240 - Media Services					10,831.08

Division: 250 - Human Resources					
12	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	714815	New Hire Pre-Employment Testing 11/11-11/24/2020 714.00
13	5340	Pre-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	715084	PD New Hire Pre-Employment Testing 11/18/2020 131.00

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
14	5340	Pre-Employment Testing	8291 Accurate Employment Screening LLC	AUR2015028	Applicant Background Screenings 11/01-11/30/2020	754.60
15	5530	Employee Assistance Program	4651 Perspectives	97222	Employee Assistance Program 12/01-12/31/2020	620.00
16	7000	Office Supplies	1644 Warehouse Direct Inc	4830355-0	4 Boxes of File Folders & 1 Box of Bankers Boxes	243.64
17	7000	Office Supplies	1644 Warehouse Direct Inc	4835684-0	1 Box of File Folders	55.98
18	7000	Office Supplies	1644 Warehouse Direct Inc	4841329-0	1 Pack of Batteries	7.39
19	7000	Office Supplies	1644 Warehouse Direct Inc	C4830335-0	Refund 2 Boxes of File Folders	(85.88)
20	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121020	Water Supply 11/12/2020	23.24
Total 250 - Human Resources					2,463.97	

Division: 260 - Health & Human Services						
21	6550	Subsidy - Senior Citizen Cab Service	3344 Taxi One of Des Plaines Inc	0000016	Taxi Cab Voucher Program- November 2020 M-12-11	105.00
Total 260 - Health & Human Services					105.00	

Total 20 - City Administration					16,529.26
---------------------------------------	--	--	--	--	------------------

Department: 30 - Finance						
22	6000	Professional Services	2943 Crowe LLP	707-2380999	Auditing Services for Tax Year (2nd of 3 Years) 11/01-11/30/2020	10,000.00
23	7000	Office Supplies	1644 Warehouse Direct Inc	4844768-0	3 Calendars, 1 Ctn of Copy Paper, 1 Dz Pens, Etc	79.68
24	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121020	Water Supply 11/12/2020	75.69
Total 30 - Finance					10,155.37	

Community Development						
Division: 410 - Building & Code Enforcement						
25	6000	Professional Services	3337 HR Green Inc	139643	Building/Inspection Services - 10/1/20-10/31/20	6,808.50
26	6000	Professional Services	8304 TPI Building Code Consultants Inc	202011	Health Inspections - 11/18/2020	405.00
27	6000	Professional Services	6315 B&F Construction Code Services Inc	54988	Plan Review - 11/11/20 - Project # 1122113	200.00
28	6000	Professional Services	6315 B&F Construction Code Services Inc	55009	Plan Review - 11/17/20 - Project # 1122140	450.00
29	6000	Professional Services	6315 B&F Construction Code Services Inc	55091	Plan Review - 11/25/20 - Project # 1122289	1,069.37
30	6000	Professional Services	6315 B&F Construction Code Services Inc	55190	Plan Review - 12/9/20 - Project #1120038	86.94
31	6000	Professional Services	7647 Citywide Elevator Inspection Services Inc	D70019	87 Elevator Inspections - 8/13/20-11/4/20	696.00
32	6110	Printing Services	1233 Press Tech Inc	47199	4,000 #9 Return Envelopes 12/10/2020	228.00
33	6110	Printing Services	1233 Press Tech Inc	47211	5,000 #10 Window Envelopes 12/10/2020	259.50

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
34	7000	Office Supplies	1644 Warehouse Direct Inc	4839584-0	Notebooks, Disinfecting Wipes, Envelope Moisteners, Plastic Fork	16.39
35	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121020	Water Supply 11/12/2020	65.20
36	7200	Other Supplies	1644 Warehouse Direct Inc	4839584-0	Notebooks, Disinfecting Wipes, Envelope Moisteners, Plastic Fork	16.99
Total 410 - Building & Code Enforcement					10,301.89	

Division: 420 - Planning & Zoning						
37	5320	Conferences	1532 Des Plaines Chamber of Commerce & Industry	18787	Virtual Holiday Celebration 12/15/2020 - CED Director	15.00
38	6110	Printing Services	1233 Press Tech Inc	47199	4,000 #9 Return Envelopes 12/10/2020	228.00
39	6110	Printing Services	1233 Press Tech Inc	47211	5,000 #10 Window Envelopes 12/10/2020	259.50
40	7000	Office Supplies	1644 Warehouse Direct Inc	4839584-0	Notebooks, Disinfecting Wipes, Envelope Moisteners, Plastic Fork	16.40
41	7200	Other Supplies	1644 Warehouse Direct Inc	4839584-0	Notebooks, Disinfecting Wipes, Envelope Moisteners, Plastic Fork	16.99
Total 420 - Planning & Zoning					535.89	

Division: 430 - Economic Development						
42	6000	Professional Services	5215 CoStar Realty Information Inc	112862854-1	December 2020 Available Property Database	398.79
Total 430 - Economic Development					398.79	

Total 40 - Community Development					11,236.57
---	--	--	--	--	------------------

Public Works & Engineering						
Division: 100 - Administration						
43	6040	Waste Hauling & Debris Removal	1021 Republic Services Inc	0551-015032502	Residential Refuse & Recycling - 11/01-11/30/2020, R-35-14	274,012.00
Total 100 - Administration					274,012.00	

Division: 510 - Engineering						
44	7500	Postage & Parcel	1041 Federal Express	7-193-15875	Delivery Service - 11/23/2020	42.26
Total 510 - Engineering					42.26	

Division: 520 - Geographic Information Systems						
45	6195	Miscellaneous Contractual Services	1060 Municipal GIS Partners Inc	5000	Geographic Information System Support 11/01-11/30/2020	13,932.80
Total 520 - Geographic Information Systems					13,932.80	

Division: 530 - Street Maintenance						
46	6040	Waste Hauling & Debris Removal	6988 Lighting Resources LLC	53-09248	Lightbulb Recycling - 11/30/2020	1,606.29

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
47	6195	Miscellaneous Contractual Services	1559 Continental Weather Svc	193382	Weather Forecasting - 12/01/2020	150.00
48	6195	Miscellaneous Contractual Services	7706 Lakeshore Recycling Systems LLC	PS350890	City Wide Street Sweeping - 11/25/2020, R-6-20	15,759.00
49	6325	R&M Street Lights	1044 H&H Electric Co	35864	Remove/Store Light Poles - Civic Deck - 11/04/2020	2,207.00
50	7000	Office Supplies	1644 Warehouse Direct Inc	4836831-0	Desk Calendars, File Pockets, Holder, Pens - PW	65.70
51	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	70262	Nail Gun and Nails	133.48
52	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	70264	Return Nail Gun and Nails	(133.48)
53	7030	Supplies - Tools & Hardware	1057 Menard Incorporated	70265	Nail Gun and Nails	51.95
54	7050	Supplies - Streetscape	1057 Menard Incorporated	70032	14 Rolls Wire Ribbon - Holiday Trees - Metro Square	100.86
55	7055	Supplies - Street R&M	1018 Anderson Lock Company LTD	1054248	6 Keys Cut, Key Rings, Key Tags for Street Light Cabinets	61.08
56	7055	Supplies - Street R&M	1732 Traffic Control & Protection Inc	105867	12 Wing Brackets - Street Signs	655.50
57	7055	Supplies - Street R&M	1086 Arrow Road Construction Company	26129	2.32 Tons UPM Cold Mix - Lee St/Miner St - 11/20/2020	324.80
58	7055	Supplies - Street R&M	1723 Hall Signs Inc	356164	Sign Fabrication Materials	2,047.19
59	7055	Supplies - Street R&M	1723 Hall Signs Inc	356597	Sign Installation Hardware	1,227.87
60	7055	Supplies - Street R&M	7691 Builders Asphalt LLC	73632	7.14 Tons Asphalt - City Hall Alley - 12/02/2020	307.02
61	7055	Supplies - Street R&M	1043 WW Grainger Inc	9699945169	6 Street Light Bulbs	52.44
Total 530 - Street Maintenance					24,616.70	

Division: 535 - Facilities & Grounds Maintenance						
62	6000	Professional Services	7619 Henneman Engineering Inc	76783	HVAC Replace Eng Service- City Hall - 11/01-11/30/2020, R-180-19	3,265.98
63	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1474	Exterior Pest Control - City Hall & Police Station 12/01/2020	40.00
64	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1474	Exterior Pest Control - City Hall & Police Station 12/01/2020	40.00
65	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1475	Interior Pest Control - City Hall & Police Station - 12/01/2020	97.00
66	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1475	Interior Pest Control - City Hall & Police Station - 12/01/2020	96.00
67	6195	Miscellaneous Contractual Services	6420 International Exterminator Company Inc	12-1476	Interior Pest Control - 7 Buildings - 12/01/2020	605.00
68	6195	Miscellaneous Contractual Services	1029 Cintas Corporation	4069693358	Mat Service - Metra Station - 12/09/2020	35.00

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
69	6195	Miscellaneous Contractual Services	5214 State Industrial Products	901785457	Drain Maintenance Program - City Hall 12/08/2020	106.09
70	6315	R&M Buildings & Structures	8170 F E Moran Inc	001-185329000	Chiller Replacement - City Hall - 11/05/2020, R-91-20	83,602.80
71	6315	R&M Buildings & Structures	7689 Ambius	016730CS301326	December 2020 Bill for Plant Maintenance	351.94
72	6315	R&M Buildings & Structures	1025 Bedco Inc	096594	Prevent Maintenance - Fire Station #61 - 10/14/2020, R-167-19	110.00
73	6315	R&M Buildings & Structures	1025 Bedco Inc	096595	Prevent Maintenance - Fire Station #63 - 10/14/2020, R-167-19	110.00
74	6315	R&M Buildings & Structures	1025 Bedco Inc	096596	No Heat Repairs - Maple St - 10/22/2020, R-167-19	220.00
75	6315	R&M Buildings & Structures	1025 Bedco Inc	096711	Boiler Repair - History Center - 11/02/2020, R-167-19	330.00
76	6315	R&M Buildings & Structures	1025 Bedco Inc	096714	No Heat Service Call - Metra Station - 12/03/2020, R-167-19	671.40
77	6315	R&M Buildings & Structures	1025 Bedco Inc	096715	Heat Repair - Fire Station #63 - 11/29/2020, R-167-19	1,232.80
78	6315	R&M Buildings & Structures	1025 Bedco Inc	096716	Economizer - Fire Station #61 - 12/07/2020, R-167-19	1,626.00
79	6315	R&M Buildings & Structures	1666 Des Plaines Glass Company	11825	Window Installation - Metra Station - 11/02/2020	1,350.00
80	6315	R&M Buildings & Structures	1237 Pro-Line Door Systems Inc	89104	Overhead Door Repair - PW - 11/02/2020	2,593.17
81	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-35496-M6R7	Monthly Maintenance - 12/01/2020	212.10
82	6315	R&M Buildings & Structures	2350 Anderson Elevator Co	INV-35496-M6R7	Monthly Maintenance - 12/01/2020	424.20
83	7000	Office Supplies	1644 Warehouse Direct Inc	4836831-0	Desk Calendars, File Pockets, Holder, Pens - PW	65.70
84	7020	Supplies - Safety	8283 Banner Plumbing Supply Company LLC	2671566	12 Pairs Gloves	11.98
85	7025	Supplies - Custodial	1029 Cintas Corporation	4069693349	Cleaners, Paper Towels, Air Freshener, Soap, Mat, Etc - PW	142.15
86	7030	Supplies - Tools & Hardware	1047 Home Depot Credit Svcs	6021695	Router Bit	34.97
87	7035	Supplies - Equipment R&M	1527 Sherwin-Williams Company, The	8729-1	Pump Repair Kit for Chemical Sprayer	165.00
88	7045	Supplies - Building R&M	1666 Des Plaines Glass Company	11824	Window - Metra Station	2,400.00
89	7045	Supplies - Building R&M	1057 Menard Incorporated	70462	Outlets - Police Station	13.04
90	7045	Supplies - Building R&M	1057 Menard Incorporated	70737	Shield Supplies - City Hall	60.98
91	7045	Supplies - Building R&M	1550 Addison Building Material Co	942656	Plexiglass for Room 101 City Hall	169.20

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
92	7045	Supplies - Building R&M	1043 WW Grainger Inc	9746645614	Bulbs for EMA Garage	57.48
93	7140	Electricity	1033 ComEd	2685017085-12/20	Electricity Service 11/03-12/04/2020	149.33
94	7140	Electricity	1033 ComEd	4974385007-12/20	Electricity Service 11/06-12/09/2020	23.44
95	7140	Electricity	1033 ComEd	4974507003-12/20	Electricity Service 11/03-12/04/2020	334.14
96	7140	Electricity	1033 ComEd	5310652035-12/20	Electricity Service 11/03-12/03/2020 FINAL BILL	25.21
97	7140	Electricity	1033 ComEd	5310653096-12/20	Electricity Service 11/03-12/03/2020 FINAL BILL	25.21
98	7140	Electricity	1033 ComEd	5310654039-12/20	Electricity Service 11/03-12/04/2020	125.69
99	7140	Electricity	1033 ComEd	5310655063-12/20	Electricity Service 11/03-12/04/2020	475.51
100	7140	Electricity	1033 ComEd	5310657021-12/20	Electricity Service 11/03-12/04/2020	28.04
101	7140	Electricity	1033 ComEd	5310658082-12/20	Electricity Service 11/03-12/04/2020	163.87
102	7140	Electricity	1033 ComEd	5310666002-12/20	Electricity Service 11/03-12/04/2020	905.97
103	7320	Equipment < \$5,000	1047 Home Depot Credit Svcs	7262447	Building Equipment Tool Combination Kits	1,198.00
Total 535 - Facilities & Grounds Maintenance					103,694.39	

Division: 540 - Vehicle Maintenance						
104	6135	Rentals	1029 Cintas Corporation	4069668839	Mechanic's Uniform Rental - 12/09/2020	153.57
105	6305	R&M Equipment	5986 Midwest Paving Equipment Inc	1917	Tune Up Kit Install - PW 5086 - 11/30/2020	597.45
106	6310	R&M Vehicles	1674 Spring-Align of Palatine, Inc	116790	Rear Spring Stack Replacement - PW 5082 - 12/09/2020	1,661.83
107	6310	R&M Vehicles	1673 Chicago Parts & Sound LLC	1J0004057	Seat Cushion Repair 11/18/2020 - Fire 7801	225.00
108	6310	R&M Vehicles	1673 Chicago Parts & Sound LLC	1J0004062	Seat Repair - Fire 7801 - 11/23/2020	195.00
109	6310	R&M Vehicles	1116 Certified Fleet Services Inc	111661	Annual Aerial Lift Inspection - PW 5045 - 11/23/2020	875.00
110	7020	Supplies - Safety	1043 WW Grainger Inc	9698512713	6 Padlocks -PW Shop	55.51
111	7020	Supplies - Safety	1043 WW Grainger Inc	9717241948	5 Keys - PW Shop	42.55
112	7035	Supplies - Equipment R&M	2164 JB Metal Works Inc	12/12/2020	12 Steel Plates - PW 5027	216.00
113	7035	Supplies - Equipment R&M	1345 Lindco Equipment Sales Inc	200864P	Rubber Cutting Edges - PW 5005 & PW 5033	678.12
114	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-779520	Filters & Pipe Swivel - PW Stock	40.99
115	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-781166	10 Filters & Wiper Blade - PW 5005	233.77

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
116	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-781333	5 Filters, Battery, & Core Deposit - PW 5086, PW 5560, PW Stock	246.94
117	7035	Supplies - Equipment R&M	1062 NAPA of Des Plaines	5741-781956	Filters & Wiper Blade - PW 5033	239.80
118	7035	Supplies - Equipment R&M	1053 Kimball Midwest	8393500	Hydraulic Fittings - PW 5027	371.43
119	7035	Supplies - Equipment R&M	1053 Kimball Midwest	8395063	Hydraulic Fittings - PW 5027	176.30
120	7035	Supplies - Equipment R&M	1053 Kimball Midwest	8439768	Lock Nuts, Hardened Bolts, & Flat Washers - PW 5027 & PW 5033	673.06
121	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W86991	Pins & Bushings - PW 5005	729.00
122	7035	Supplies - Equipment R&M	1154 West Side Tractor Sales	W87261	Sensor & O-Ring - PW 5032	65.48
123	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_142587	Hoses & Clamps - Fire 7703	110.17
124	7040	Supplies - Vehicle R&M	1078 Acme Truck Brake & Supply Co	01_144097	Hoses & Clamps - Fire 7801	110.17
125	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0171650	70 Wiper Blades - PW Stock	360.50
126	7040	Supplies - Vehicle R&M	1673 Chicago Parts & Sound LLC	1-0174722	Ignition Coil - Police Stock	34.83
127	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	132914479	Transmission Fluid & Engine Oil - LFT3	820.00
128	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-458587	Micro Fuse - PW 5109	4.99
129	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1237553	Returned 2 Serpentine Belts - Police 6035	(76.38)
130	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	493021P	Mirror Assembly - PW 5113	457.86
131	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	493723P	Coolant Tank - Police 6034	106.26
132	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	493724P	Radiator Cap - Police 6034	9.63
133	7040	Supplies - Vehicle R&M	1643 Golf Mill Ford	493981P	Fuel Fill Pipe - PW 5903	163.14
134	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5404	Batteries, Brake Cleaner, Glass Cleaner - PW Stock	97.94
135	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-778285	Barbed Fittings - Fire 7603	5.46
136	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-778610	Returned Filters, Battery, & Starter - PW Stock	(110.54)
137	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-778959	Filters, Brake Chamber, Coolant - PW Stock	266.31
138	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-779520	Filters & Pipe Swivel - PW Stock	117.71
139	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-779879	Radiator Cap - Fire 7608	6.37
140	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-779925	Radiator Cap - Fire 7608	5.09

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
141	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-780728	Fuse - PW 5111	2.37
142	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-781325	Returned Cap - Fire 7801	(6.37)
143	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-781394	6 Filters - Police 6028	44.42
144	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-781404	2 Batteries & 2 Core Deposits - Police 6028	247.10
145	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-781592	6 Filters - Police 6028	26.12
146	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-781913	Core Deposit Returned - PW Stock	(72.00)
147	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-781954	Returned Filters - Police 6038	(28.94)
148	7040	Supplies - Vehicle R&M	1057 Menard Incorporated	70090	2 Vent Air Fresheners - PW 5101	5.76
149	7040	Supplies - Vehicle R&M	8104 MacQueen Emergency Group	P06343	Priming Valve, Regulator, Seal & Valve Kits, Etc - Fire 7603	949.66
150	7120	Gasoline	7349 Wex Inc	68369360	Fuel - Police 6086 & Police 6070 Oct 2020	53.99
151	7120	Gasoline	7349 Wex Inc	68897335	Fuel - Police 6916 Nov 2020	18.53
152	7320	Equipment < \$5,000	6244 Valvoline LLC	132914479	Transmission Fluid & Engine Oil - LFT3	1,008.10
153	7320	Equipment < \$5,000	1203 Standard Industrial & Automotive Equipment Inc	54449	Sprocket Chain - PW LFT3	705.00
154	7320	Equipment < \$5,000	1203 Standard Industrial & Automotive Equipment Inc	54450	Release Cylinders & Clevis - PW LFT3	470.00
155	7320	Equipment < \$5,000	1450 Terrace Supply Co	70484009	Welding Wire - PW Welder	70.62
Total 540 - Vehicle Maintenance					13,460.67	

Total 50 - Public Works & Engineering	429,758.82
--	-------------------

Police Department						
Division: 620 - Criminal Investigation						
156	6195	Miscellaneous Contractual Services	1572 LexisNexis Risk Solutions	1037713-20201130	Investigations Database November 2020	283.35
157	6195	Miscellaneous Contractual Services	1683 Thomson Reuters	843449675	Investigations Database November 2020	324.15
Total 620 - Criminal Investigation					607.50	

Division: 630 - Support Services						
158	6000	Professional Services	5975 Aero Removals Trisons Inc	20709A	Removal and Transport of 1 Deceased 2020 November	350.00
159	6015	Communication Services	1027 Call One	349467	Communication Service 11/15-12/14/2020	39,861.27
160	6110	Printing Services	1142 Copyset Printing Company	58765	2020 Snow Removal Letter 11/24/2020	238.00
161	6185	Animal Control	4125 Golf Rose Boarding & Grooming	16570	Stray Animals Boarding Svc for Nov 2020 (Injured, Midnight Shift	209.00

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
162	6195	Miscellaneous Contractual Services	1077 Shred-It USA LLC	8181037294	Shredding Services PD 11/13, 11/19, 11/25, 12/4/2020	657.40
163	6310	R&M Vehicles	1036 Des Plaines Car Wash	Nov 2020 Police	14 Squad Washes Nov 2020	84.00
164	7000	Office Supplies	1644 Warehouse Direct Inc	4836456-0	(2) Wall File, (3) Copy Paper	120.94
165	7200	Other Supplies	1580 Mighty Mites	14980	Retirement Plaques (1 Chief, 1 Commander)	678.50
166	7200	Other Supplies	2016 Signarama	41723	Office Name Plate For New Chief	38.87
Total 630 - Support Services					42,237.98	

Total 60 - Police Department	42,845.48
-------------------------------------	------------------

Fire Department						
Division: 710 - Emergency Services						
167	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	713440	(2) DI Return to Work Physicals-1 Lieut/1 Para 09/28 & 10/07/2020	190.00
168	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	714924	(10) Return to Work Physicals (9 COVIDs/1 DI) 11/11/2020	95.00
169	5345	Post-Employment Testing	1015 Alexian Brothers Corporate Health Svcs	714924	(10) Return to Work Physicals (9 COVIDs/1 DI) 11/12-11/23/2020	855.00
170	6305	R&M Equipment	1676 Bill's Power Equipment Repair	0069696	Service & Parts Snowblower-Sta 63 12/10/2020	175.45
171	6305	R&M Equipment	1676 Bill's Power Equipment Repair	0069697	Service & Parts Snowblower-Sta 61 12/10/2020	175.45
172	6305	R&M Equipment	1676 Bill's Power Equipment Repair	0069698	Service & Parts Snowblower-Sta 62 12/10/2020	175.45
173	6305	R&M Equipment	1018 Anderson Lock Company LTD	7090039	Re-Key Deputy & Division Chiefs Door/6 Kustom Keys 12/05/2020	315.34
174	7025	Supplies - Custodial	8019 Ferguson Facilities	0227494-1	2 Cases Liquid Dishwasher Soap	164.17
175	7025	Supplies - Custodial	8019 Ferguson Facilities	0231971-2	9 Boxes Bounce Fabric Softener	181.53
176	7035	Supplies - Equipment R&M	1047 Home Depot Credit Svcs	030072	TV Mount for Battalion Chief's New Office	9.97
177	7035	Supplies - Equipment R&M	7261 FireCraft Safety Products LLC	20-4297	Calibrations Gas & Parts	1,134.13
178	7035	Supplies - Equipment R&M	1660 Safety-Kleen Systems Inc	84708375	Parts Washer Solvent-Sta 61	159.00
179	7200	Other Supplies	1047 Home Depot Credit Svcs	007070	Rustoleum & Electrical Tape for Small Tools	44.36
180	7200	Other Supplies	1047 Home Depot Credit Svcs	030735	Blinds for Battalion Chief's New Office	67.97
181	7200	Other Supplies	1148 WS Darley & Co	17418587	4 Hydrant Wrenches	271.75
182	7200	Other Supplies	1148 WS Darley & Co	17419768	LED Lighthawk Flashlight	227.84
183	7200	Other Supplies	1599 Dragon Rescue Management Inc	465	Dragon Poling Tool	400.00
184	7200	Other Supplies	1057 Menard Incorporated	70440	Struts, Nuts & Washers	70.03
185	7200	Other Supplies	1571 Welding Industrial Supply	R02637746	16 Therapy Oxygen Cylinders-November 2020	207.80

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
186	7300	Uniforms	3212 On Time Embroidery Inc	79140	2 Pants, 2 L/S Polos - 1 Paramedic	234.00
187	7300	Uniforms	3212 On Time Embroidery Inc	79982	Zip Tactical Fleece Jacket & Zip Job Shirt - 1 Lieutenant	194.00
188	7300	Uniforms	3212 On Time Embroidery Inc	79994	Zip Tactical Fleece Jacket - 1 Battalion Chief	124.00
189	7300	Uniforms	3212 On Time Embroidery Inc	80227	2 L/S Polos, Trousers - 1 Paramedic	242.00
190	7300	Uniforms	3212 On Time Embroidery Inc	81236	3 T-Shirts, Mock Turtleneck, 2 L/S T-Shirts - 1 Paramedic	92.00
191	7300	Uniforms	3212 On Time Embroidery Inc	81237	3 T-Shirts, 3 L/S T-Shirts, 1 Steel Toe Boot - 1 Paramedic	254.00
192	7300	Uniforms	3212 On Time Embroidery Inc	81238	New Uniform Items for New Deputy Chief	530.00
193	7300	Uniforms	3212 On Time Embroidery Inc	81461	2 Polos, Pants - 1 Paramedic	140.00
194	7300	Uniforms	3212 On Time Embroidery Inc	81462	3 Name Patches & 2 Collar Insignia - 1 Newly Made Lt	48.00
195	7300	Uniforms	3212 On Time Embroidery Inc	OE 79684	2 Pants, 2 L/S Polos - 1 Paramedic	210.00
196	7300	Uniforms	3212 On Time Embroidery Inc	OES 79633	3 Polos - 1 Paramedic	126.00
197	7300	Uniforms	3212 On Time Embroidery Inc	OES 79725	2 Polos, 2 Pants - 1 Paramedic	208.00
198	7300	Uniforms	3212 On Time Embroidery Inc	OES 79825	3 Polos, 3 Pants - 1 Paramedic	312.00
199	7300	Uniforms	3212 On Time Embroidery Inc	OES 81232	3 Pants, Trousers	258.00
200	7300	Uniforms	3212 On Time Embroidery Inc	OES 81233	Zip Job Shirt - 1 Paramedic	65.00
Total 710 - Emergency Services					7,957.24	

Division: 720 - Fire Prevention						
201	7000	Office Supplies	1644 Warehouse Direct Inc	4812275-1	Calendar Refill & Staples	13.77
202	7200	Other Supplies	1046 Hinckley Spring Water Co	2533573 121020	Water Supply 11/12/2020	26.73
Total 720 - Fire Prevention					40.50	

Total 70 - Fire Department					7,997.74
-----------------------------------	--	--	--	--	-----------------

Department: 75 - Fire & Police Commission						
203	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	38415	Pre-Employment PEP Testing for 11 FD Candidates 11/19-11/27/2020	220.00
204	5340	Pre-Employment Testing	1320 IL State Police	Cost 01755-11/20	Fingerprint Background Check Services for Nov 2020	310.75
205	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	DESP1205	Pre-Employment Poly Exam for 8 FD Candidates 12/01-12/05/2020	1,840.00

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
206	5340	Pre-Employment Testing	5213 Shaughnessy, Kevin W	DESP1216	Pre-Employment Poly Exam for 4 FD Candidates 12/10-12/16/2020	930.00
Total 75 - Fire & Police Commission					3,300.75	

Department: 90 - Overhead						
207	6015	Communication Services	1027 Call One	349467	Communication Service 11/15-12/14/2020	11,315.88
Total 90 - Overhead					11,315.88	

Total 100 - General Fund					533,146.62
---------------------------------	--	--	--	--	-------------------

Fund: 201 - TIF #1 Downtown Fund						
208	6000	Professional Services	3337 HR Green Inc	139718	Task Order #16-Structural Component Observation 10/07-11/13/2020	3,885.25
209	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	310076989006	TO #10 Parking Deck Repairs - 10/30-11/26/2020, R-5-18	1,260.00
210	6000	Professional Services	2785 Walker Parking Consultants/Engineers Inc	31848200020	Design Services - Civic Deck - 11/01-11/26/2020, R-205-19	3,908.15
211	6000	Professional Services	8130 ECS Midwest LLC	852031-A	Materials Testing - Civic Deck - 11/21-11/28/2020, R-43-20	4,018.25
212	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142442	Masonry Demo and Repair at Theater 11/2/20-11/19/20	16,000.00
213	6315	R&M Buildings & Structures	8288 Prostar Surfaces Inc	5683	Hardwood Floor Installation - Theater - 12/14/2020, R-173-20	38,410.00
214	6315	R&M Buildings & Structures	8206 Irwin Seating Company	M0002914	Seating Delivery - Theater - 12/14/2020, R-120-20	85,584.68
Total 201 - TIF #1 Downtown Fund					153,066.33	

Fund: 230 - Motor Fuel Tax Fund						
215	7140	Electricity	1033 ComEd	0193753007-12/20	Electricity Service 11/06-12/09/2020	74.85
216	7140	Electricity	1033 ComEd	0237106099-12/20	Electricity Service 11/03-12/04/2020	296.33
217	7140	Electricity	1033 ComEd	0392121005-12/20	Electricity Service 11/03-12/04/2020	170.56
218	7140	Electricity	1033 ComEd	0445091056-12/20	Electricity Service 11/03-12/04/2020	333.26
219	7140	Electricity	1033 ComEd	0725000037-12/20	Electricity Service 11/04-12/07/2020	37.58
220	7140	Electricity	1033 ComEd	1273119011-12/20	Electricity Service 11/04-12/07/2020	2,714.43
221	7140	Electricity	1033 ComEd	1521117181-12/20	Electricity Service 11/03-12/04/2020	402.21
222	7140	Electricity	1033 ComEd	2493112068-12/20	Electricity Service 11/03-12/04/2020	44.89
223	7140	Electricity	1033 ComEd	2607132134-12/20	Electricity Service 11/02-12/03/2020	282.64

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
224	7140	Electricity	1033 ComEd	2644104014-12/20	Electricity Service 11/02-12/03/2020	264.05
225	7140	Electricity	1033 ComEd	2901166089-12/20	Electricity Service 11/03-12/04/2020	770.49
226	7140	Electricity	1033 ComEd	3471079047-12/20	Electricity Service 11/03-12/04/2020	38.34
227	7140	Electricity	1033 ComEd	6045062008-12/20	Electricity Service 11/03-12/04/2020	103.43
Total 230 - Motor Fuel Tax Fund					5,533.06	

Fund: 240 - CDBG Fund						
228	6604	CDBG Care Act Program	1169 Center of Concern	121020CV1	Public Service Fin Assistance CDBG-B-20 10/11-11/21/2020	34,870.48
Total 240 - CDBG Fund					34,870.48	

Fund: 250 - Grant Projects Fund						
Program: 2520 - Capital Grants						
229	6005	Legal Fees	4331 Wheatland Title Guaranty Company	632217	Legal Fees-Rand Rd Sidepath 555 Wolf Rd 08/07/2020	104.00
Total 2520 - Capital Grants					104.00	

Total 250 - Grant Projects Fund					104.00
--	--	--	--	--	---------------

Fund: 260 - Asset Seizure Fund						
Program: 2620 - DEA						
230	6000	Professional Services	8312 1-800-GOT-JUNK?	8245194	Furniture / TV Removal From New Roll Call Room 12/01/2020	549.00
231	7300	Uniforms	1164 Uniform Den East Inc	70826	(1) Araura Brand Level II Ballistic Vest (Ofc)	535.00
232	8010	Furniture & Fixtures	4177 Uline Inc	127314201	8 Tables For New Roll Call Room, 1 Carpet Chair Mat	2,497.65
Total 2620 - DEA					3,581.65	

Total 260 - Asset Seizure Fund					3,581.65
---------------------------------------	--	--	--	--	-----------------

Fund: 400 - Capital Projects Fund						
233	6000	Professional Services	7623 UrbanHydro Engineering Inc	145	Engr Svcs- New Fire House Grant Application 11/01-11/30/2020	5,000.00
234	6000	Professional Services	1123 Christopher B Burke Engineering LTD	162669	T.O. 4 - Engr Services-Area #4 Drainage Study 11/01-11/28/2020	7,679.00
235	6000	Professional Services	5659 V3 Companies of Illinois Ltd	17050-23	Engr Svcs-S-Curve Bike/Ped Underpass Ph 1 08/30-09/26/2020	2,489.90
236	6000	Professional Services	1126 Civiltech Engineering Inc	3243-20	Consultant-Rand Rd Sidepath ROW Acquisition 08/01-11/27/2020	3,570.85

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
237	6000	Professional Services	1647 RJN Group Inc	35460305	Engr Svcs-Fire Sta 61 Evaluate MWRD Overflow 11/01-11/27/2020	2,274.18
238	6000	Professional Services	1199 Spaceco Inc	84005	Engr Svcs-University St Plats of Survey & Dedication 03/01-11/21/2020	19,650.00
239	6000	Professional Services	1199 Spaceco Inc	84006	Engr Svcs-Supplemental GIS Data Retrieval 03/01-11/21/2020	18,000.00
240	6000	Professional Services	1199 Spaceco Inc	84028	Const Engr-2019 CIP Cont C St & Utility 11/01-11/28/2020	805.00
241	6100	Publication of Notices	1069 Paddock Publications Inc	162937	Ads-Busse Hwy Rd Diet & FEMA BRIC Grant App 10/29 & 11/17/2020	180.90
Total 400 - Capital Projects Fund					59,649.83	

Fund: 410 - Equipment Replacement Fund						
Department: 60 - Police Department						
242	8020	Vehicles	1146 Currie Motors Frankfort Inc	E8456	(1) 2020 Ford Interceptor AWD Utility Vehicle For Patrol R-61-20	33,481.00
Total 60 - Police Department					33,481.00	

Department: 70 - Fire Department						
243	8015	Equipment	6652 Stryker Sales Corporation	3122422 M	R-132-20 2020 Power Load Lift System	16,183.80
244	8015	Equipment	6652 Stryker Sales Corporation	3136862 M	R-132-20 2020 Ambulance Cot and Lift System	14,188.80
Total 70 - Fire Department					30,372.60	

Total 410 - Equipment Replacement Fund					63,853.60
---	--	--	--	--	------------------

Fund: 420 - IT Replacement Fund						
245	8005	Computer Hardware	1035 Dell Marketing LP	10422627415	12 Dell Desktops	6,035.64
Total 420 - IT Replacement Fund					6,035.64	

Fund: 430 - Facilities Replacement Fund						
246	6000	Professional Services	8130 ECS Midwest LLC	848534	Welding Inspection at Theatre 11/23/2020	547.50
247	6000	Professional Services	8130 ECS Midwest LLC	852031	Materials Testing - Civic Deck - 11/01-11/21/2020	6,060.50
248	6000	Professional Services	8130 ECS Midwest LLC	852031-B	Civic Deck Materials Testing Inv #2- 11/01/20-11/28/20	2,042.25
249	6315	R&M Buildings & Structures	6714 Waukegan Roofing Co., Inc	1312531	Roof Penetrations - 1486 Miner - 12/08/2020	3,889.01
250	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142444	Masonry Infill Theatre 11/11/20-11/12/20	4,429.42
251	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142445	Masonry Infill Theatre 10/14/20-10/15/20	4,401.94
252	6315	R&M Buildings & Structures	7350 JLJ Contracting Inc	142446	Masonry Infill 1486 Miner 10/22/20	3,249.28

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount
253	6315	R&M Buildings & Structures	5034 Mauro Sewer Construction Inc	2028-02 Additional Labor - Theater - 11/16-11/20/2020	13,555.46
254	6315	R&M Buildings & Structures	7146 JOS Services Inc	3478 Plumbing Labor at Theatre 12/02/20	2,000.00
255	6315	R&M Buildings & Structures	7146 JOS Services Inc	3479 Plumbing Labor at Theatre 12/3/20	2,000.00
256	6315	R&M Buildings & Structures	7146 JOS Services Inc	3480 Plumbing Labor at Theatre 12/04/20	2,000.00
257	6315	R&M Buildings & Structures	7146 JOS Services Inc	3487 Plumbing Labor at Theatre 12/07/20	2,000.00
258	6315	R&M Buildings & Structures	7146 JOS Services Inc	3490 Plumbing Labor at Theatre 12/08/20	1,500.00
259	6315	R&M Buildings & Structures	7146 JOS Services Inc	3501 Plumbing Labor at Theatre 12/09/20	2,000.00
260	6315	R&M Buildings & Structures	7146 JOS Services Inc	3509 Plumbing Labor at Theatre 12/10/20	2,000.00
261	6315	R&M Buildings & Structures	7146 JOS Services Inc	3510 Plumbing Labor at Theatre 12/11/2020	2,000.00
262	6315	R&M Buildings & Structures	7802 Western Specialty Contractors	83432 Waterproofing at Theatre Basement 12/09/2020	1,890.00
263	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9344 Electrical Labor at Theatre 11/23/20-11/27/20	8,640.00
264	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9345 Relocate 400 Amp Service at Theatre-11/09/20-11/27/20	17,633.00
265	6315	R&M Buildings & Structures	4583 Argon Electric Company, Inc	9346 Electrical Labor at Theatre 11/23/20-12/4/20	9,508.00
266	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17483715 3 Can Lights for Theatre Auditorium	500.00
267	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17483744 Can Light Shipping	12.55
268	7045	Supplies - Building R&M	2028 Northwest Electrical Supply	17483787 Theatre Auditorium Light	180.17
269	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2013091 Drywall Knife, Roto Zip, Screws, Tape Measure	100.20
270	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2042909 Drywall Screws	188.82
271	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	2193108 Return Drywall Screws	(28.35)
272	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2667351 Plumbing Supplies for Theatre	401.79
273	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2670827 Plumbing Supplies for Food Pantry	137.09
274	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2671092 Plumbing Supplies for Theatre	316.37
275	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2671565 Plumbing Supplies for Theatre	226.70
276	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2672019 Plumbing Supplies for Theatre	344.74
277	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2681172 Plumbing Supplies for Theatre	1,338.85
278	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2683092 Plumbing Supplies for the Theater	445.51

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
279	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	2684439	Plumbing Supplies for Theatre	539.84
280	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3022348	Router Bit, Drywall Screws, Trim for Theatre	89.79
281	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	3022349	Buckets for Use at Theatre	6.50
282	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	5074442	PVC Fittings and Screws for Theatre	68.82
283	7045	Supplies - Building R&M	1057 Menard Incorporated	68390-2	Drywall Materials for Theatre	31.81
284	7045	Supplies - Building R&M	1057 Menard Incorporated	70254	Plug/Coupler/Reducer for Theatre	24.24
285	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	8622987	Nails	26.98
286	7045	Supplies - Building R&M	1072 Prairie Material	889791531	Concrete for 1486 Miner	1,000.00
287	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9013087	Wood Trim for Theatre	42.12
288	7045	Supplies - Building R&M	1047 Home Depot Credit Svcs	9083436	Sand Paper, Sponge, Tape Measure	44.29
289	7045	Supplies - Building R&M	1043 WW Grainger Inc	9745138520	Backflow Preventer at Theatre for Domestic Water	1,635.00
290	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	C151525	Return Plumbing Supplies for Theatre	(934.29)
291	7045	Supplies - Building R&M	8283 Banner Plumbing Supply Company LLC	C152638	Return Plumbing Supplies for Theatre	(111.24)
292	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006785429.001	Electric Supplies for the Theater	452.29
293	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006786574.001	Electric Supplies for Theatre	1,407.09
294	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006786574.002	Return Breaker	(73.62)
295	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006787415.001	Electric Supplies for Theatre	1,202.45
296	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006787415.002	Electric Supplies for the Theater	25.80
297	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006787427.001	Electric Supplies for Theatre	749.17
298	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006787427.002	Electric Supplies for Theatre	76.28
299	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006788864.001	Panel Enclosure	22.29
300	7045	Supplies - Building R&M	1208 Steiner Electric Company	S006790736.001	Electric Supplies for Theatre	173.52
Total 430 - Facilities Replacement Fund					102,009.93	

Fund: 500 - Water/Sewer Fund						
Division: 000 - Non Divisional						
301	4601	New Construction - Sale of Water	3691 A Lamp Concrete Contractors Inc	Refund 12/16/20	Hydrant Usage Refund 12/16/2020	(464.61)
Total 000 - Non Divisional					(464.61)	

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 550 - Water Systems						
302	6015	Communication Services	1027 Call One	349467	Communication Service 11/15-12/14/2020	1,499.12
303	6195	Miscellaneous Contractual Services	3216 Henrichsen's Fire & Safety Equipment Co	109876	Fire Extinguisher Certification - Maple PS - 09/10/2020	134.70
304	6195	Miscellaneous Contractual Services	1467 HBK Water Meter Service Inc	200570	18 Meter Bench Tests - 12/02/2020	476.00
305	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20200545	Pump Inspection - Holy Family - 12/06/2020	1,260.00
306	6195	Miscellaneous Contractual Services	5400 Dahme Mechanical Industries Inc	20200546	Pump Removal - Maple #1 - 12/07/2020	5,133.00
307	6195	Miscellaneous Contractual Services	6992 Core & Main LP	N454182	Replace 2 Valves & Repair - 12/08/2020	1,385.00
308	7020	Supplies - Safety	4093 HD Supply Construction & Industrial-White Cap	10013446623	Hard Hat & Rubber Boots	67.28
309	7035	Supplies - Equipment R&M	3781 Smith Ecological Systems Company	23057	Parts for CL2 Feeder	285.97
310	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	132914479	Transmission Fluid & Engine Oil - LFT3	410.40
311	7040	Supplies - Vehicle R&M	3518 O'Reilly Auto Parts	2479-460209	2 Oil Seals - PW 9030	36.28
312	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1237518	Brake Pads & Rotors - PW 9051	512.62
313	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1237615	Brake Pads - PW 9051	77.32
314	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1237635	Returned Brake Pads - PW 9051	(114.28)
315	7040	Supplies - Vehicle R&M	6224 Bumper to Bumper	408-1237661	Brake Pads & Rotors - PW 9030	404.54
316	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5404	Batteries, Brake Cleaner, Glass Cleaner - PW Stock	97.94
317	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-781393	2 Filters - PW 9059	12.02
318	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-781713	2 Clearance Lamps - PW 9034	6.28
319	7040	Supplies - Vehicle R&M	1062 NAPA of Des Plaines	5741-782239	Grease - PW 9030	4.80
320	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10371779	1.0 Cu Yds Top Soil - 11/18/2020	29.65
321	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10373550	2.50 Cu Yds Top Soil - Parkway Repair - 12/07/2020	74.13
322	7050	Supplies - Streetscape	1347 Lurvey Landscape Supply	T1-10373664	3.0 Cu Yds Top Soil & 7# Grass Seed	116.95
323	7070	Supplies - Water System Maintenance	1702 Diamond Paint & Home Center LLC	000242877	Hydrant Paint	44.95
324	7070	Supplies - Water System Maintenance	3217 Ozinga Ready Mix Concrete Inc	1563268	6.0 Cu Yds Concrete - Main Break Restorations - 12/09/2020	1,040.00

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
325	7070	Supplies - Water System Maintenance	1072 Prairie Material	889839469	1.5 Cu Yds Concrete - Restorations - 12/02/2020	210.00
326	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N285649	6" Valve & Cut In Sleeve	1,131.72
327	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N421407	6 Repair Clamps & Valve Boxes	1,542.00
328	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N427285	3" Pipe & Flange Kit	630.00
329	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N449923	(9) 1" Meters & Touchpoints	2,421.00
330	7070	Supplies - Water System Maintenance	6992 Core & Main LP	N454461	3" Hymax Coupling	150.00
331	7140	Electricity	1033 ComEd	0718079040-12/20	Electricity Service 11/03-12/04/2020	37.22
332	7140	Electricity	1033 ComEd	1602149012-12/20	Electricity Service 11/02-12/03/2020	47.47
333	7140	Electricity	1033 ComEd	2382141015-12/20	Electricity Service 11/03-12/04/2020	34.88
334	7140	Electricity	1033 ComEd	2902009038-12/20	Electricity Service 10/30-12/02/2020	382.41
335	7140	Electricity	1033 ComEd	3526170000-12/20	Electricity Service 10/30-12/02/2020	43.02
336	7140	Electricity	1033 ComEd	5646761001-12/20	Electricity Service 10/30-12/02/2020	25.46
337	7140	Electricity	1033 ComEd	6152054027-12/20	Electricity Service 11/02-12/03/2020	4,389.96
Total 550 - Water Systems					24,039.81	

Division: 560 - Sewer Systems						
338	6015	Communication Services	1027 Call One	349467	Communication Service 11/15-12/14/2020	473.76
339	6505	Subsidy - Sewer Lateral Program	7546 Rivera, Julie A	SLP20-026	Sewer Rebate - 12/14/2020	1,020.00
340	6510	Subsidy - Flood Assistance	8321 Naqvi, Moshin	FRP20-042	Flood Rebate - 12/14/2020	1,350.00
341	7035	Supplies - Equipment R&M	1741 Praxair Distribution Inc	60519830	Propane Tank Exchange - PW 9040	300.78
342	7035	Supplies - Equipment R&M	1202 Standard Equipment Co	P26172	Dig Lance Kit - Vactor	998.85
343	7040	Supplies - Vehicle R&M	6244 Valvoline LLC	132914479	Transmission Fluid & Engine Oil - LFT3	220.00
344	7040	Supplies - Vehicle R&M	5193 Fast MRO Supplies Inc	5404	Batteries, Brake Cleaner, Glass Cleaner - PW Stock	48.97
345	7075	Supplies - Sewer System Maintenance	6992 Core & Main LP	N133260	36" Check Valve - River/Everett - 11/09/2020	10,568.00
346	7140	Electricity	1033 ComEd	0096017042-11/20	Electricity Service 10/02-11/03/2020	1,158.99
347	7140	Electricity	1033 ComEd	0096017042-12/20	Electricity Service 11/03-12/04/2020	1,039.73
348	7140	Electricity	1033 ComEd	0575134020-12/20	Electricity Service 10/30-12/02/2020	91.12

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
349	7140	Electricity	1033 ComEd	0640144010-12/20	Electricity Service 11/03-12/04/2020	35.25
350	7140	Electricity	1033 ComEd	0762050019-12/20	Electricity Service 11/04-12/07/2020	19.96
351	7140	Electricity	1033 ComEd	2038128006-12/20	Electricity Service 10/30-12/02/2020	45.21
352	7140	Electricity	1033 ComEd	2148094073-12/20	Electricity Service 11/04-12/07/2020	75.51
353	7140	Electricity	1033 ComEd	3240002012-11/20	Electricity Service 10/23-11/23/2020	446.77
354	7140	Electricity	1033 ComEd	3461136053-12/20	Electricity Service 11/02-12/03/2020	28.81
355	7140	Electricity	1033 ComEd	3526009006-12/20	Electricity Service 11/03-12/09/2020	153.46
356	7140	Electricity	1033 ComEd	3657136067-12/20	Electricity Service 11/03-12/04/2020	78.61
357	7140	Electricity	1033 ComEd	4995025051-12/20	Electricity Service 11/02-12/03/2020	27.60
358	7140	Electricity	1033 ComEd	5060090016-12/20	Electricity Service 11/04-12/07/2020	93.87
359	7140	Electricity	1033 ComEd	5814097012-12/20	Electricity Service 11/03-12/04/2020	27.29
360	7140	Electricity	1033 ComEd	6331089024-12/20	Electricity Service 10/30-12/02/2020	159.24
Total 560 - Sewer Systems					18,461.78	

Division: 580 - CIP - Water/Sewer						
361	6000	Professional Services	5995 Wunderlich-Malec Services Inc	16884	Win-911 Alarm System SCADA Programming - 10/09/2020	728.75
362	6000	Professional Services	5995 Wunderlich-Malec Services Inc	16889	SCADA Chlorinator Programming - 11/24-11/30/2020	1,807.50
363	6000	Professional Services	5995 Wunderlich-Malec Services Inc	16902	SCADA Programming for Pumps - 12/08/2020, R-121-20	6,076.51
364	6000	Professional Services	2506 Trotter & Associates Inc	17828	Water Study Update - 11/01-11/29/2020, R-31-20	6,880.25
365	6000	Professional Services	2506 Trotter & Associates Inc	17829	TO#3 Elec Modifications - Maple St - 11/01-11/29/2020, R-16-20	1,486.25
366	6000	Professional Services	2506 Trotter & Associates Inc	17830	Preliminary Piping Design - Maple PS - 11/01-11/29/2020, R-16-20	1,640.00
367	6000	Professional Services	2506 Trotter & Associates Inc	17831	Drain Pump Review - Holy Tank - 11/01-11/29/2020, R-16-20	1,178.75
368	6000	Professional Services	1606 Dixon Engineering Inc	20-7449	Oakton Tank Project Engineering TO#1 - 12/04/2020, R-41-20	1,500.00

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
369	6000	Professional Services	1606 Dixon Engineering Inc	20-7460	T-Mobile CH48810A - Holy Family - 12/05/2020, R-41-20	2,750.00
Total 580 - CIP - Water/Sewer					24,048.01	

Total 500 - Water/Sewer Fund	66,084.99
-------------------------------------	------------------

Fund: 510 - City Owned Parking Fund						
370	6015	Communication Services	1027 Call One	349467	Communication Service 11/15-12/14/2020	206.98
371	6015	Communication Services	1027 Call One	349467	Communication Service 11/15-12/14/2020	1,023.01
372	6025	Administrative Services	7960 Passport Labs Inc	INV-1017752	Mobile Pay Parking Transaction Fees Nov 2020	1.48
373	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-35496-M6R7	Monthly Maintenance - 12/01/2020	252.50
374	6320	R&M Parking Lots	2350 Anderson Elevator Co	INV-35496-M6R7	Monthly Maintenance - 12/01/2020	121.20
375	7060	Supplies - Parking Lots	1057 Menard Incorporated	70516	Electric Box for Library Parking Deck	2.34
376	7140	Electricity	1033 ComEd	0354464001-12/20	Electricity Service 11/03-12/04/2020	1,561.58
377	7140	Electricity	1033 ComEd	2239082030-12/20	Electricity Service 11/03-12/04/2020	791.71
378	7140	Electricity	1033 ComEd	4722388001-12/20	Electricity Service 11/03-12/04/2020	21.00
379	7140	Electricity	1033 ComEd	4791127023-12/20	Electricity Service 11/03-12/04/2020	1,698.88
380	7140	Electricity	1033 ComEd	5310303000-12/20	Electricity Service 11/03-12/04/2020	275.82
Total 510 - City Owned Parking Fund					5,956.50	

Fund: 520 - Metra Leased Parking Fund						
381	6025	Administrative Services	7960 Passport Labs Inc	INV-1017752	Mobile Pay Parking Transaction Fees Nov 2020	20.35
382	7140	Electricity	1033 ComEd	5222730006-12/20	Electricity Service 10/30-12/02/2020	112.67
383	7540	Land Lease	1165 Union Pacific Railroad Company	Nov 2020	Parking Fees for November 2020	126.12
Total 520 - Metra Leased Parking Fund					259.14	

Fund: 600 - Risk Management Fund						
384	5570	Self Insured P&L Expense	1328 John Neri Construction Company Inc	29996	Emergency Sanitary Sewer Repair - 600 Lee St - 12/02-12/03/2020	8,899.93
Total 600 - Risk Management Fund					8,899.93	

Fund: 610 - Health Benefits Fund						
385	6195	Miscellaneous Contractual Services	1412 Discovery Benefits Inc	0001266468-IN	Commuter-Monthly & FSA-Monthly 11/01-11/30/2020	545.00
Total 610 - Health Benefits Fund					545.00	

City of Des Plaines

Warrant Register 01/04/2021

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 700 - Escrow Fund						
386	2430	Escrow - Police Items	1320 IL State Police	Cost 01755-10/20	Fingerprint Background Check Services for Oct 2020	113.00
387	2460	Refundable Bonds	8320 Patel, Rashmi	Refund 12/14/20	Refundable Bond - 2020-09000118 - Permit Issued 10/23/2020	5,000.00
388	2464	Hydrant Deposits	3691 A Lamp Concrete Contractors Inc	Refund 12/16/20	Hydrant Usage Refund 12/16/2020	1,100.00
Total 700 - Escrow Fund					6,213.00	
Grand Total					1,049,809.70	

City of Des Plaines

Warrant Register 01/04/2021

Manual Payments

Line #	Account	Vendor	Invoice	Invoice Description	Amount
Fund: 100 - General Fund					
389	2471	Red Light Payable	4297 Des Plaines Photo Enforcement Program	17056006115179 17	Red Light Cash Payment 12/03/2020 - Paid at City Hall 100.00
Department: 00 - Non Departmental					
390	4150	Hotel Tax	8319 Des Plaines Motel	Refund 12/09/20	Refund for Overpayment of Hotel Taxes May 2019-June 2020 7,139.54
391	4150	Hotel Tax	8319 Des Plaines Motel	Refund 12/9/20	Less Underpayment of Hotel Taxes for July 2020 (430.89)
Total 00 - Non Departmental					6,708.65
City Administration					
Division: 220 - Legal					
392	6010	Legal Fees - Labor & Employment	1127 Clark Baird Smith LLP	13357	Legal Services for November 2020 12,787.50
Total 220 - Legal					12,787.50
Division: 230 - Information Technology					
393	6015	Communication Services	1010 AT&T Mobility	28702533395912 20	Communication Service 11/04-12/03/2020 135.69
Total 230 - Information Technology					135.69
Total 20 - City Administration					12,923.19
Police Department					
Division: 630 - Support Services					
394	6015	Communication Services	1009 AT&T	847R18054611-20	Communication Service 11/28-12/27/2020 63.55
Total 630 - Support Services					63.55
Total 60 - Police Department					63.55
Total 100 - General Fund					19,795.39
Fund: 700 - Escrow Fund					
395	2221	Taste of Des Plaines	8318 Renewal by Anderson	Refund 12/08/20	Refund for Taste of Des Plaines 2020 Sponsorship 1,500.00
Total 700 - Escrow Fund					1,500.00
Grand Total					21,295.39

City of Des Plaines

Warrant Register 01/04/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Fund: 100 - General Fund						
Elected Office						
Division: 110 - Legislative						
396	7310	Publications	1050 Journal & Topics Newspapers	PC - 30144	November 2020 Online Newspaper Subscription- Mayor's Office	5.99
Total 110 - Legislative					5.99	
Division: 120 - City Clerk						
397	5325	Training	8008 Cengage Learning	PC - 30158	Business Finance for Non-Finance Personnel Self-Paced Tutorial	149.00
398	7200	Other Supplies	4348 Amazon.Com	PC - 30157	2 - Humidifier Filters	31.34
Total 120 - City Clerk					180.34	
Total 10 - Elected Office					186.33	
City Administration						
Division: 210 - City Manager						
399	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 30162	Monthly Video Conference Subscription from 11/26-12/25/20	14.99
Total 210 - City Manager					14.99	
Division: 230 - Information Technology						
400	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 30197	Zoom Webinar Subscription 11/30/2020-12/29/2020	40.00
401	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 30213	Monthly Secure Express Renewal 11/16/20 - 12/14/20	7.99
402	6195	Miscellaneous Contractual Services	6008 Network Solutions LLC	PC - 30218	Desplainestheater.com, Dptheater.com 11/23/20 - 11/19/21	63.96
403	6300	R&M Software	5898 CrushFTP LLC	PC - 30205	CrushFTP Enterprise Level 1 Maint & Support 9/9/20-9/9/21	250.00
404	6305	R&M Equipment	6963 Curvature Inc	PC - 30206	Server Monthly Service Agreement 7/1/20 - 7/31/20	117.00
405	6305	R&M Equipment	6963 Curvature Inc	PC - 30207	Server Monthly Service Agreement 9/1/20 - 9/30/20	117.00
406	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30198	DEWALT Tool Storage Organizer for IT Department	31.88
407	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30199	Olsa Tools Socket Clips and Velcro Tape for IT Dept	33.15
408	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30200	iPad Pro Case for Fire Department	32.99

City of Des Plaines

Warrant Register 01/04/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
409	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30201	DEWALT ToughSystem Rolling Toolbox for IT Dept	109.98
410	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30202	DEWALT ToughSystem Suitcase for IT Department	38.79
411	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30203	DEWALT ToughSystem Large Toolbox for IT Department	81.25
412	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30204	Wireless and iPhone Chargers for City Use	63.87
413	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30208	3-Tier Heavy Duty Utility Cart for IT Department	69.00
414	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30209	3-Tier Heavy Duty Utility Cart, Dell Power Adapter for IT Dept	50.66
415	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30210	Dell Power Adapter for City Use	18.99
416	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30211	Refund Dell Power Adapter for City Use	(18.99)
417	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30212	Logitech Wireless Vertical Mouse for City Use	88.99
418	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30215	Refund DEWALT Tool Box & Mobile Work Ctr for IT Dept	(97.99)
419	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30217	Logitech Webcam for Fire Department	99.99
420	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30219	Logitech Webcam for Fire Department	103.70

Total 230 - Information Technology **1,302.21**

Division: 240 - Media Services

421	6108	Public Relations & Communications	8204 Awards International	PC - 30146	Acrylic Plaque for HR Retiree 11/06/2020	60.00
422	6195	Miscellaneous Contractual Services	5096 iStock	PC - 30147	iStock Essentials 25/Pkg for Illustration Rights 11/29-12/29/20	65.00
423	7320	Equipment < \$5,000	1091 B&H Photo-Video	PC - 30139	HDMI Switch, DisplayPort Cable, Cable Tester	86.93

Total 240 - Media Services **211.93**

Division: 250 - Human Resources

424	6100	Publication of Notices	6609 International Economic Development Council (IEDC)	PC - 30155	EDC Manager - Job Ad 11/09 - 11/20/2020	550.00
-----	------	------------------------	--	------------	---	--------

Total 250 - Human Resources **550.00**

Total 20 - City Administration **2,079.13**

City of Des Plaines

Warrant Register 01/04/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Community Development						
Division: 420 - Planning & Zoning						
425	7550	Miscellaneous Expenses	4348 Amazon.Com	PC - 30156	Spray Bottles for Hand Sanitizer	21.97
Total 420 - Planning & Zoning					21.97	

Total 40 - Community Development					21.97
---	--	--	--	--	--------------

Public Works & Engineering						
Division: 100 - Administration						
426	6195	Miscellaneous Contractual Services	8153 Zoom Video Communications Inc	PC - 30141	Zoom Subscription 11/07-12/06/2020 - PW	14.99
427	7000	Office Supplies	4348 Amazon.Com	PC - 30143	Surge Protector/Power Strip for PW Front Office	20.96
428	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30142	Computer Camera for Remote Meetings PW Front Office	103.90
Total 100 - Administration					139.85	

Division: 510 - Engineering						
429	5310	Membership Dues	5172 Association of State Floodplain Managers - ASFPM, The	PC - 30175	Annual Membership - ASFPM 01/01-12/31/2021 Dir of PW/ENG	165.00
430	5310	Membership Dues	4310 Illinois Society of Professional Engineers	PC - 30177	Annual Membership - ISPE 01/01-12/31/2021 Dir of PW/ENG	160.00
431	5325	Training	5087 American Society of Civil Engineers	PC - 30178	Webinar 11/19/2020- Incorp Reclaimed Asphalt - Dir of PW/ENG	99.00
432	7310	Publications	1050 Journal & Topics Newspapers	PC - 30176	Subscription - 11/04/2020-11/04/2021 - Dir of PW/ENG	66.00
Total 510 - Engineering					490.00	

Division: 535 - Facilities & Grounds Maintenance						
433	6135	Rentals	7521 United Rentals (North America) Inc	PC - 30182	Lift Rental for Theater 8/12/20-8/21/20	485.30
434	7025	Supplies - Custodial	4348 Amazon.Com	PC - 30151	Replacement Bulb for UV Disinfecting Light	29.73
435	7025	Supplies - Custodial	8302 MetroTech Chemicals Inc	PC - 30153	Disinfectant for City Facilities	1,800.00
436	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 30154	Food Pantry Water Service 10/2/20-11/2/20	66.41
437	7320	Equipment < \$5,000	4348 Amazon.Com	PC - 30152	Disinfectant Sprayer for City Facilities	1,030.72
Total 535 - Facilities & Grounds Maintenance					3,412.16	

City of Des Plaines

Warrant Register 01/04/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Division: 540 - Vehicle Maintenance						
438	7020	Supplies - Safety	4444 Misc Vendor for Procurement Card	PC - 30149	Safety Decals for Trucks	577.50
439	7020	Supplies - Safety	4444 Misc Vendor for Procurement Card	PC - 30150	Shipping for Safety Decals	10.82
440	7320	Equipment < \$5,000	4444 Misc Vendor for Procurement Card	PC - 30148	Shop Press Parts-PW Shop	199.89
Total 540 - Vehicle Maintenance					788.21	

Total 50 - Public Works & Engineering					4,830.22
--	--	--	--	--	-----------------

Police Department						
Division: 610 - Uniformed Patrol						
441	7200	Other Supplies	5336 Sirchie Fingerprint Laboratories	PC - 30179	Cannabinoid Reagent and Rotary ID Sign	157.11
Total 610 - Uniformed Patrol					157.11	

Division: 620 - Criminal Investigation						
442	5325	Training	7096 ALICE Training Institute LLC	PC - 30191	Alice Instructor Class, 11/12/2020, 1 Officer	10.00
443	5325	Training	4444 Misc Vendor for Procurement Card	PC - 30194	Innovations in Psychotherapy Seminar-Social Worker 12/2-12/4/20	199.99
444	7000	Office Supplies	4348 Amazon.Com	PC - 30195	Flash Drives for Investigations Division	22.57
445	7000	Office Supplies	4348 Amazon.Com	PC - 30196	Flash Drives/ Envelopes/ Thumb Drives/ CD - Investigations Div	274.71
Total 620 - Criminal Investigation					507.27	

Division: 630 - Support Services						
446	7000	Office Supplies	4348 Amazon.Com	PC - 30193	Binders/ Tape/ Erasers/ Name Tag Holders/ Coffee Filters	57.29
447	7035	Supplies - Equipment R&M	1451 AutoZone Stores LLC	PC - 30159	Battery for ATV	110.97
448	7200	Other Supplies	4348 Amazon.Com	PC - 30189	Paracord	23.77
449	7200	Other Supplies	4348 Amazon.Com	PC - 30190	Lockout Tool	19.49
450	7200	Other Supplies	1057 Menard Incorporated	PC - 30192	Snipers-Earplugs/ Staples/ Spray Paint/ Screws	89.01
Total 630 - Support Services					300.53	

Total 60 - Police Department					964.91
-------------------------------------	--	--	--	--	---------------

Department: 65 - Emergency Management Agency						
451	7550	Miscellaneous Expenses	8257 Garden Fresh Market	PC - 30169	4 Pkgs DeCon Disinfectant Wipes	59.96

City of Des Plaines

Warrant Register 01/04/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
452	7550	Miscellaneous Expenses	8257 Garden Fresh Market	PC - 30170	18 Pkgs DeCon Disinfectant Wipes	216.00
453	7550	Miscellaneous Expenses	8257 Garden Fresh Market	PC - 30171	168 Pkgs DeCon Disinfectant Wipes	2,016.00
Total 65 - Emergency Management Agency					2,291.96	

Fire Department						
Division: 710 - Emergency Services						
454	7200	Other Supplies	4390 Restaurant Depot	PC - 30163	2 Gals Cooking Oil	26.40
455	7200	Other Supplies	4390 Restaurant Depot	PC - 30164	Credit for Tax	(2.40)
456	7200	Other Supplies	2219 Jones & Bartlett Learning LLC	PC - 30168	9 Books for VMO and Advanced Fire Tech Students	894.15
457	7550	Miscellaneous Expenses	5191 Giordano's of Des Plaines	PC - 30185	Lunch for Management Team During Negotiations 11/03/2020	120.35
458	7550	Miscellaneous Expenses	5191 Giordano's of Des Plaines	PC - 30186	Lunch for 2nd Deputy Chief Interviews 11/13/2020	53.30
459	7550	Miscellaneous Expenses	5191 Giordano's of Des Plaines	PC - 30187	Lunch for Glenview/DP Fire Chief's Meeting 11/17/2020	73.14
Total 710 - Emergency Services					1,164.94	

Total 70 - Fire Department	1,164.94
-----------------------------------	-----------------

Department: 75 - Fire & Police Commission						
460	5340	Pre-Employment Testing	1483 Personnel Evaluation Inc	PC - 30165	16 Personnel Evaluations and 200 PEP Answer Sheets	337.50
461	7000	Office Supplies	4348 Amazon.Com	PC - 30166	Digital Voice Recorder and Memory Card	166.49
462	7000	Office Supplies	4348 Amazon.Com	PC - 30167	8GB Memory Card	14.51
Total 75 - Fire & Police Commission					518.50	

Total 100 - General Fund	12,057.96
---------------------------------	------------------

Fund: 201 - TIF #1 Downtown Fund						
463	7045	Supplies - Building R&M	4444 Misc Vendor for Procurement Card	PC - 30181	Tax Credited from Inv 61088119	(49.74)
Total 201 - TIF #1 Downtown Fund					(49.74)	

Fund: 260 - Asset Seizure Fund						
Program: 2610 - Customs						
464	7200	Other Supplies	1057 Menard Incorporated	PC - 30188	2X4 and Plywood for Breaching Doors - TRT	118.35
Total 2610 - Customs					118.35	

City of Des Plaines

Warrant Register 01/04/2021

JPMorgan Chase

Line #	Account	Vendor	Invoice	Invoice Description	Amount	
Program: 2640 - Forfeit						
465	6195	Miscellaneous Contractual Services	7186 Bentley's Pet Stuff-SC	PC - 30161	Dog Wash for K9 Jager 11/19/2020	10.00
466	7200	Other Supplies	5010 Petsmart Home Office, Inc	PC - 30160	Food/Treats for K9 Jager 11/14/2020	200.97
Total 2640 - Forfeit					210.97	

Total 260 - Asset Seizure Fund	329.32
---------------------------------------	---------------

Fund: 420 - IT Replacement Fund						
467	8005	Computer Hardware	4348 Amazon.Com	PC - 30214	APC UPS Battery Replacement for City Use	272.03
468	8005	Computer Hardware	4348 Amazon.Com	PC - 30216	APC UPS Battery Surge Protectors for City Use	499.90
Total 420 - IT Replacement Fund					771.93	

Fund: 430 - Facilities Replacement Fund						
469	6315	R&M Buildings & Structures	8233 Wil-Pump Concrete Pumping Service Inc	PC - 30180	Concrete Pump Service for Theater 10/30/20	767.00
470	7045	Supplies - Building R&M	8229 Foundation Building Materials	PC - 30145	Steel Studs for Theater	2,139.80
471	7045	Supplies - Building R&M	8229 Foundation Building Materials	PC - 30183	Steel Studs for Theater	410.00
472	7045	Supplies - Building R&M	8229 Foundation Building Materials	PC - 30184	Credit for Return of Steel Track for Theater	(358.00)
Total 430 - Facilities Replacement Fund					2,958.80	

Fund: 500 - Water/Sewer Fund						
Division: 550 - Water Systems						
473	7045	Supplies - Building R&M	4348 Amazon.Com	PC - 30140	SCADA Storage Devices, Stylus and Wire Connectors at Water Plant	116.72
Total 550 - Water Systems					116.72	

Total 500 - Water/Sewer Fund	116.72
-------------------------------------	---------------

Grand Total	16,184.99
--------------------	------------------

City of Des Plaines

Warrant Register 01/04/2021

Summary

	<u>Amount</u>		<u>Transfer Date</u>
Automated Accounts Payable	\$ 1,049,809.70	**	1/4/2021
Manual Checks	\$ 21,295.39	**	12/18/2020
Payroll	\$ 1,293,651.45		12/18/2020
RHS Payout			
Electronic Transfer Activity:			
JPMorgan Chase Credit Card	\$ 16,184.99	**	12/25/2020
Chicago Water Bill ACH	\$ 66,280.96		12/31/2020
Postage Meter Direct Debits	\$ 3,000.00		12/14/2020
Utility Billing Refunds	\$ -		
384 Hawthorne Lane - Land Purchase	\$ 262,000.00		12/11/2020
1794 Rand Road - Land Purchase	\$ 180,000.00		12/17/2020
Debt Interest Payment	\$ -		
IMRF Payments	\$ -		
Employee Medical Trust	\$ -		
Total Cash Disbursements:	\$ 2,892,222.49		

* Multiple transfers processed on and/or before date shown

** See attached report

Adopted by the City Council of Des Plaines

This Fourth Day of January 2021

Ayes _____ Nays _____ Absent _____

Jennifer L. Tsalapatani, City Clerk

Matthew J. Bogusz, Mayor