



**NORTH AURORA VILLAGE BOARD MEETING  
MONDAY, NOVEMBER 20, 2023 – 7:00 P.M.  
NORTH AURORA VILLAGE HALL - 25 E. STATE ST.**

**ZOOM VIEWING INFORMATION**

**Website Address:** <https://us02web.zoom.us/j/88138995203>

**Meeting ID:** 881 3899 5203 | **Dial In:** +1 312 626 6799

**AGENDA**

**CALL TO ORDER - SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AUDIENCE COMMENTS**

**VILLAGE PRESIDENT**

2023 Halloween Property Recognition Program Winners

**APPOINTMENT**

Beautification Committee Member – Joel Unroe

**CONSENT AGENDA**

1. Village Board Minutes dated 11/06/2023; Committee of the Whole Minutes dated 11/06/2023
2. Bills List Dated 11/20/2023 in the Amount of **\$696,028.40**
3. Approval of Salt Purchase with Cargill in the Amount of **\$103,545.00** not to Exceed **\$124,254.00**
4. Approval of Salt Purchase Compass Minerals in the Amount of **\$103,272.00** not to Exceed **\$123,926.40**
5. Approval of 2024 Meeting Schedule
6. Approval of Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Building Located at 950 Ice Cream Drive (Formerly 840 Ice Cream Drive)

**NEW BUSINESS**

1. Approval to Award Bid for Demolition of 40 Monroe Street from Fox Excavating, Inc. in the Amount of **\$27,500.00**
2. Approval to Waive Bids for Well #6 Rehabilitation and Maintenance and Award Contract to Layne Christensen Company in the Amount Not to Exceed of **\$370,000.**

3. Approval to Award Bid for Water Division Vehicle Equipment to Monroe Truck Equipment in the Amount of \$41,449.00

**VILLAGE PRESIDENT**

**TRUSTEE COMMENTS**

**ADMINISTRATOR'S REPORT**

**VILLAGE DEPARTMENT REPORTS**

**ADJOURN**

Initials: SB

**NORTH AURORA VILLAGE BOARD MEETING  
VILLAGE BOARD MEETING MINUTES  
Monday, November 6, 2023**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely  
via telecommunications.

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**SILENT PRAYER - MEDITATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Jason Christiansen, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Nathan Darga, Village Attorney Kevin Drendel, Public Works Director Brian Richter, Police Chief Joe DeLeo.

**AUDIENCE COMMENTS –**

**APPOINTMENT-** North Aurora Days Committee Member-Norma Yario  
Mayor Gaffino appointed Norma Yario to the North Aurora Days Committee.  
The Village Board offered no objections to the appointment.

**PRESENTATION-** Presentation by Lauterbach & Amen Regarding the Village's 2023 Audit Process  
Director Paprocki introduced Jamie Wilkey from Lauterbach & Amen, LLC, who performed the Village's 2023 audit. Ms. Wilkey was to speak about what the audit process entailed.  
Ms. Wilkey presented the May 31, 2023 Annual Comprehensive Financial Report for the Village of North Aurora. Ms. Wilkey thanked Director Paprocki and Mandy Platt for their outstanding process for the year. She stated that there was no auditor detected adjusting journal entries, explaining that that is not norm for most government audit engagements.  
Ms. Wilkey then gave an overview of key sections within the annual audit. She began by pointing out the Certificate of Achievement for Excellence in Financial Reporting. She stated that it was an award given after an independent review of the Villages audit conducted each year by the Government Finance Officers Association. This award is deemed the highest level financial reporting that any government entity could have.  
Ms. Wilkey explained that current state statute in Illinois required that the Village undertake an independent audit within six months of the close of the fiscal year, the presentation and documents presented fulfilled that legal requirement. She went on to say the audit had two primary goals, the first to ensure the Village financial statements are materially correct as well as an overall assessment of the Village's internal controls. The Village satisfied both of those assessments.  
Ms. Wilkey spoke about the section titled Management's Discussion and Analysis which serves as the executive summary to the report, explaining what could be find within that section.  
Ms. Wilkey then highlighted the final section, the Statistical Section. She stated that the section provided historical information and trend schedules for the Village.  
Ms. Wilkey concluded by speaking of the future and government mandated pronouncements that Lauterbach & Amen would be working with Director Paprocki in implementing.













**VILLAGE OF NORTH AURORA  
COMMITTEE OF THE WHOLE MEETING MINUTES  
Monday, November 6, 2023**

Due to the COVID-19 pandemic, the Village Board meeting was conducted live remotely  
via telecommunications.

**CALL TO ORDER**

Mayor Gaffino called the meeting to order.

**ROLL CALL**

**In attendance:** Mayor Mark Gaffino, Trustee Jason Christiansen, Trustee Laura Curtis, Trustee Mark Guethle, Trustee Mike Lowery, Trustee Todd Niedzwiedz, Trustee Carolyn Salazar

**Staff in attendance:** Village Administrator Steve Bosco, Finance Director Jason Paprocki, Community & Economic Development Director Nathan Darga, Village Attorney Kevin Drendel, Public Works Director Brian Richter, Police Chief Joe DeLeo.

**AUDIENCE COMMENTS** – Stacy McReynolds of 36 Monroe St, North Aurora spoke about her home on Monroe Street, one of the last two remaining homes on the block. She spoke about the Village’s Comprehensive Plan for “Block One”, stating that she and her husband had no intention of selling their home to facilitate in the forward momentum of “Block One” development.

**TRUSTEE COMMENTS** - None

**DISCUSSION**

**1. 2024 Meeting Schedules**

Administrator Bosco stated that by law the Village makes available the schedules for the Village Board, Committee of the Whole, Plan Commission as well as additional Village Committee meetings. Bosco explained that due to the New Year’s Day and Labor Day holidays falling on either the first or third Monday of the month, there would be no meeting scheduled unless the Board wanted otherwise. He added that a special meeting could be called if the Village Board felt that it were necessary to do so.

The Board was in agreement to leave the scheduled meetings as presented.

Bosco stated that the Plan Commission would have a conflict on January 2, 2024 because New Year’s Day would be observed on that day, therefore no meeting would be scheduled.

North Aurora Days committee would not have a meeting in November 2024 due to the observance of Veteran’s Day. Bosco took the opportunity to remind everyone of the Village’s upcoming Veteran’s Day memorial service being held at the Village’s Veteran’s Memorial on November 11.

Administrator Bosco added that the Beautification Committee meetings would be held at 5pm rather than 6pm going forward.

**2. Building Code Update**

Administrator Bosco explained that Director Darga would be leading the Board through a presentation to introduce Building Code updates which will come back before the Village Board for approval at a later date.





# Accounts Payable

## To Be Paid Proof List

User: ablasr  
Printed: 11/15/2023 - 1:35PM  
Batch: 00502.11.2023



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
<hr/>									
Aaron Anderson 043760									
11072023	11/7/2023	50.00	0.00	11/20/2023				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 11/7/23					
		<hr/>							
	11072023 Total:	50.00							
		<hr/>							
	Aaron Anderson Total:	50.00							
Aflac 030540									
742349	10/25/2023	249.16	0.00	11/20/2023				No	0
01-000-2053 AFLAC				AFLAC- Oct 2023					
		<hr/>							
	742349 Total:	249.16							
		<hr/>							
	Aflac Total:	249.16							
AIM 046510									
1001189	11/1/2023	140.00	0.00	11/20/2023				No	0
01-430-4267 Finance Services				Flex125- Oct 2023					
		<hr/>							
	1001189 Total:	140.00							
		<hr/>							
	AIM Total:	140.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
All That's Wildlife, Inc. 468506									
09202023	9/20/2023	4,850.00	0.00	11/20/2023				No	0
17-032-4533 Maintenance				Beaver Removal					
	09202023 Total:	4,850.00							
	All That's Wildlife, Inc. To	4,850.00							
Anna Helene Tuohy 044040									
11072023	11/7/2023	50.00	0.00	11/20/2023				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 11/7/23					
	11072023 Total:	50.00							
	Anna Helene Tuohy Total:	50.00							
AT&T Mobility 468386									
*** 287322262314	10/19/2023	246.04	0.00	11/20/2023				No	0
01-430-4652 Phones and Connectivity				Cell Phone- Admin 9/20 - 10/19					
	287322262314 Total:	246.04							
*** 287322262477	10/19/2023	126.36	0.00	11/20/2023				No	0
01-441-4652 Phones and Connectivity				Cell Phone- Bldg Code 9/20 - 10/19					
	287322262477 Total:	126.36							
*** 287322277733	10/19/2023	709.36	0.00	11/20/2023				No	0
01-445-4652 Phones and Connectivity				Cell Phone- PW 9/20 - 10/19					
	287322277733 Total:	709.36							
	AT&T Mobility Total:	1,081.76							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Aurora Area Convention									
003770									
11022023	11/2/2023	3,272.32	0.00	11/20/2023				No	0
15-430-4752 90% Tourism Council				NA Lodging Hotel Tax/ Sept 2023					
11022023 Total:		3,272.32							
Aurora Area Convention To		3,272.32							
B & F Construction									
015600									
63038	10/25/2023	450.00	0.00	11/20/2023				No	0
01-441-4276 Inspection Services				Plan Review- Gerald Auto Ford					
63038 Total:		450.00							
63039	10/25/2023	450.00	0.00	11/20/2023				No	0
01-441-4276 Inspection Services				Plan Review- Gerald Auto Hyundai					
63039 Total:		450.00							
63052	10/26/2023	150.00	0.00	11/20/2023				No	0
01-441-4276 Inspection Services				Plan Review- Aurora Packing					
63052 Total:		150.00							
63106	11/1/2023	1,251.91	0.00	11/20/2023				No	0
01-441-4276 Inspection Services				Plan Review- Smart Start Academy					
63106 Total:		1,251.91							
B & F Construction Total:		2,301.91							
Bonnell Industries									
035410									
0211990-IN	10/23/2023	3,418.96	0.00	11/20/2023				No	0
01-445-4510 Equipment/IT Maint				Snowplow Parts					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
0211990-IN Total:		3,418.96							
0212256-IN	11/3/2023	99.76	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Switch- Push Button					
0212256-IN Total:		99.76							
Bonnell Industries Total:		3,518.72							
Camic Johnson, LTD.									
03989									
*** 154	10/26/2023	350.00	0.00	11/20/2023				No	0
01-440-4260 Legal				Adjudication Hearing 10/18/23					
154 Total:		350.00							
Camic Johnson, LTD. Tota		350.00							
Certified Laboratories Division									
048600									
8421113	10/29/2023	2,596.28	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Pro-Brite					
8421113 Total:		2,596.28							
8451461	10/2/2023	1,114.90	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Dura And Luster Guard					
8451461 Total:		1,114.90							
Certified Laboratories Divi		3,711.18							
Cintas Corporation									
041590									
4166159666	8/29/2023	57.50	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Towel & Rug Cleaning- PW Garage					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
4166159666 Total:		57.50							
4171789713	10/24/2023	71.80	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Towel & Rug Cleaning- PW Garage					
4171789713 Total:		71.80							
Cintas Corporation Total:		129.30							
Circuit Court of Kane Co									
028120									
11142023	11/14/2023	175.00	0.00	11/20/2023				No	0
01-385-3890 Misc Revenue				Bond Fee- Case #23MT1871					
11142023 Total:		175.00							
Circuit Court of Kane Co T		175.00							
Coffman Truck Sales, Inc.									
000320									
494479	10/27/2023	40.00	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Safety Test- Truck #147					
494479 Total:		40.00							
495849	11/1/2023	40.00	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Safety Test- Truck #176					
495849 Total:		40.00							
496276	11/2/2023	59.50	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Safety Test- Truck #150					
496276 Total:		59.50							
Coffman Truck Sales, Inc.		139.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
<hr/>									
Commercial Tire Services, Inc.									
038680									
3330042073	10/26/2023	205.00	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				New Tire					
		<hr/>							
3330042073 Total:		205.00							
		<hr/>							
Commercial Tire Services,		205.00							
Crowne Industires, Ltd.									
468503									
11032023	11/3/2023	913.44	0.00	11/20/2023				No	0
60-000-2215 Hydrant Meter Deposits				Hydrant Meter Deposit Refund					
		<hr/>							
11032023 Total:		913.44							
		<hr/>							
Crowne Industires, Ltd. To		913.44							
DACRA Adjudication Systems									
467842									
DT 2023-10-035	10/31/2023	2,500.00	0.00	11/20/2023				No	0
01-440-4510 Equipment/IT Maint				DACRA Monthly Fee					
		<hr/>							
DT 2023-10-035 Total:		2,500.00							
		<hr/>							
DACRA Adjudication Syst		2,500.00							
Doug Botkin									
047330									
11072023	11/7/2023	50.00	0.00	11/20/2023				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 11/7/23					
		<hr/>							
11072023 Total:		50.00							
		<hr/>							
Doug Botkin Total:		50.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Dunkin Donuts 040720									
11092023	11/9/2023	1,200.00	0.00	11/20/2023				No	0
60-320-3340 Water Collections				Sprinkler Fee Overcharge Refund					
	11092023 Total:	1,200.00							
	Dunkin Donuts Total:	1,200.00							
Engineering Enterprises, Inc. 467917									
78485	10/27/2023	676.25	0.00	11/20/2023				No	0
21-450-4255 Engineering				Orchard Gateway Ph1 Design- Sept 2023					
	78485 Total:	676.25							
78486	10/27/2023	334.50	0.00	11/20/2023				No	0
60-445-4255 Engineering				Lead Regulations- Sept 2023					
	78486 Total:	334.50							
78487	10/27/2023	486.75	0.00	11/20/2023				No	0
60-445-4255 Engineering				LSLR Engineering- Sept 2023					
	78487 Total:	486.75							
78488	10/27/2023	3,500.00	0.00	11/20/2023				No	0
60-445-4255 Engineering				Water Model- Sept 2023					
	78488 Total:	3,500.00							
78489	10/27/2023	1,472.00	0.00	11/20/2023				No	0
21-456-4255 Engineering				Pedestrian Signal Randall & Ritter- Sept 2023					
	78489 Total:	1,472.00							
78490	10/27/2023	31,791.00	0.00	11/20/2023				No	0
21-450-4255 Engineering				Orchard Gateway Ph2 Design- Sept 2023					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description					
78490 Total:		31,791.00							
78491	10/27/2023	16,696.00	0.00	11/20/2023				No	0
60-445-4255 Engineering				Water System Meter Plan- Sept 2023					
78491 Total:		16,696.00							
Engineering Enterprises, In		54,956.50							
FCL Builders LLC									
468504									
11062023	11/6/2023	322.05	0.00	11/20/2023				No	0
60-000-2215 Hydrant Meter Deposits				Hydrant Meter Deposit Refund					
11062023 Total:		322.05							
FCL Builders LLC Total:		322.05							
Fifth Third Bank									
028450									
AH09272023-01	8/28/2023	74.91	0.00	11/20/2023				No	0
60-445-4505 Postage				Water Sample Shipping/ UPS					
AH09272023-01 Total:		74.91							
AH09272023-02	9/25/2023	16.31	0.00	11/20/2023				No	0
60-445-4505 Postage				Flow Meter Shipping/ UPS					
AH09272023-02 Total:		16.31							
BR09272023-01	9/19/2023	20.43	0.00	11/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Bolts/ Hillerford Inc					
BR09272023-01 Total:		20.43							
BR09272023-02	9/21/2023	82.11	0.00	11/20/2023				No	0
01-440-4510 Equipment/IT Maint				2-Cycle Oil/ Amazon					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	BR09272023-02 Total:	82.11							
BR09272023-03	9/22/2023	1,299.44	0.00	11/20/2023				No	0
01-490-4761 Beautification Committee				Christmas Lights/ Amazon					
	BR09272023-03 Total:	1,299.44							
BT09272023-01	9/21/2023	314.93	0.00	11/20/2023				No	0
01-490-4761 Beautification Committee				Flowers/ Heaps Giant Pumpkin					
	BT09272023-01 Total:	314.93							
BT09272023-02	9/22/2023	314.93	0.00	11/20/2023				No	0
01-490-4761 Beautification Committee				Flowers/ Heaps Giant Pumpkin					
	BT09272023-02 Total:	314.93							
DA09272023-01	9/1/2023	58.56	0.00	11/20/2023				No	0
01-430-4420 IT Supplies				Laptop Repair/ Dell Business					
	DA09272023-01 Total:	58.56							
DA09272023-02	9/4/2023	2,950.00	0.00	11/20/2023				No	0
01-430-4420 IT Supplies				Conference Registration/ 365 Educon					
	DA09272023-02 Total:	2,950.00							
DA09272023-03	9/11/2023	56.05	0.00	11/20/2023				No	0
01-430-4799 Misc.				Mayor Halloween Pants/ Amazon					
	DA09272023-03 Total:	56.05							
DA09272023-04	9/12/2023	14.53	0.00	11/20/2023				No	0
01-430-4799 Misc.				Mayor Halloween Top Hat/ Amazon					
	DA09272023-04 Total:	14.53							
DA09272023-05	9/14/2023	33.98	0.00	11/20/2023				No	0
01-430-4420 IT Supplies				Door Chime- PD/ Amazon					
	DA09272023-05 Total:	33.98							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
DA09272023-06	9/15/2023	175.10	0.00	11/20/2023				No	0
01-430-4420 IT Supplies				Webcams (5), Ipad Keyboard, Case/ Amazon					
DA09272023-06 Total:		175.10							
DA09272023-07	9/20/2023	240.00	0.00	11/20/2023				No	0
01-430-4510 Equipment/IT Maint				PW Video Hosting Service/ VIMEO					
DA09272023-07 Total:		240.00							
JD09272023-01	9/4/2023	932.31	0.00	11/20/2023				No	0
01-440-4498 Community Service				Solicitor Stickers/ Aurora Fast Print					
JD09272023-01 Total:		932.31							
JD09272023-02	9/15/2023	90.80	0.00	11/20/2023				No	0
01-440-4411 Office Expenses				Office Supplies/ Uline					
JD09272023-02 Total:		90.80							
JD09272023-03	9/15/2023	713.43	0.00	11/20/2023				No	0
01-440-4411 Office Expenses				Office Supplies/ Uline					
JD09272023-03 Total:		713.43							
JD09272023-04	9/16/2023	-106.63	0.00	11/20/2023				No	0
01-440-4411 Office Expenses				Office Supplies/ Uline					
JD09272023-04 Total:		-106.63							
JD09272023-05	9/18/2023	450.00	0.00	11/20/2023				No	0
01-440-4799 Misc.				Fall Displays/ Lions Club					
JD09272023-05 Total:		450.00							
JD09272023-06	9/18/2023	7.41	0.00	11/20/2023				No	0
01-440-4411 Office Expenses				Office Supplies/ Office Depot					
JD09272023-06 Total:		7.41							
JG09272023-01	9/1/2023	102.00	0.00	11/20/2023				No	0
01-440-4555 Investigations				Investigation Tool/ IN*GUARDIAN					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	JG09272023-01 Total:	102.00							
JG09272023-02	9/1/2023	181.00	0.00	11/20/2023				No	0
01-440-4555 Investigations				Investigation Tool/ TLO TransUnion					
	JG09272023-02 Total:	181.00							
JG09272023-03	9/4/2023	403.83	0.00	11/20/2023				No	0
01-440-4498 Community Service				Community Event Equip/ Amazon					
	JG09272023-03 Total:	403.83							
JG09272023-04	9/7/2023	78.78	0.00	11/20/2023				No	0
01-440-4498 Community Service				Community Event Equip/ Amazon					
	JG09272023-04 Total:	78.78							
JG09272023-05	9/25/2023	10.74	0.00	11/20/2023				No	0
01-440-4555 Investigations				Investigations App/ Apple					
	JG09272023-05 Total:	10.74							
JG09272023-06	9/27/2023	25.00	0.00	11/20/2023				No	0
01-440-4870 Equipment				Recruitment Promo Material/ Anypromo.com					
	JG09272023-06 Total:	25.00							
JG09272023-07	9/26/2023	100.00	0.00	11/20/2023				No	0
01-440-4558 Emergency Management				SAR TOPO Mapping Tool/ CALTOPO Truckee					
	JG09272023-07 Total:	100.00							
JG09272023-08	9/26/2023	101.39	0.00	11/20/2023				No	0
01-440-4870 Equipment				Recruitment Promo Material/ SP Ticky Brand					
	JG09272023-08 Total:	101.39							
MF09272023-01	9/8/2023	61.13	0.00	11/20/2023				No	0
01-445-4505 Postage				MacHart Mailing/ UPS					
	MF09272023-01 Total:	61.13							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
MF09272023-02	9/8/2023	831.21	0.00	11/20/2023				No	0
01-445-4799 Misc. Expenditures				Goodbye Luncheon- Pepper/ Portillo's					
MF09272023-02 Total:		831.21							
MF09272023-03	9/20/2023	500.00	0.00	11/20/2023				No	0
01-430-4380 Training & Testing				HR Trainings/ Amundsen Davis					
MF09272023-03 Total:		500.00							
MQ09272023-01	8/29/2023	325.00	0.00	11/20/2023				No	0
01-440-4380 Training				Impact Instructor/ Safariland Training					
MQ09272023-01 Total:		325.00							
MQ09272023-02	8/29/2023	1,625.00	0.00	11/20/2023				No	0
01-440-4380 Training				Impact Instructor/ Safariland Training					
MQ09272023-02 Total:		1,625.00							
MQ09272023-03	9/1/2023	30.10	0.00	11/20/2023				No	0
01-440-4557 Evidence Processing				Evidence Boxes/ Extra Space					
MQ09272023-03 Total:		30.10							
MQ09272023-04	9/1/2023	62.80	0.00	11/20/2023				No	0
01-490-4759 Community Events				Water For Picnic/ Walmart					
MQ09272023-04 Total:		62.80							
MQ09272023-05	9/1/2023	178.92	0.00	11/20/2023				No	0
01-490-4759 Community Events				Drinks For Picnic/ Walmart					
MQ09272023-05 Total:		178.92							
MQ09272023-06	9/1/2023	504.38	0.00	11/20/2023				No	0
01-490-4759 Community Events				Food For Picnic/ GFS Store					
MQ09272023-06 Total:		504.38							
MQ09272023-07	9/2/2023	1,657.93	0.00	11/20/2023				No	0
01-440-4383 Firearm Training				Parts For AR-15/ Primary Arms					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	MQ09272023-07 Total:	1,657.93							
MQ09272023-08	9/20/2023	105.00	0.00	11/20/2023				No	0
01-440-4390 Dues & Meetings				Membership/ Paypal IAPEM					
	MQ09272023-08 Total:	105.00							
MQ09272023-09	9/22/2023	367.25	0.00	11/20/2023				No	0
01-440-4380 Training				Hotel For Training/ Eastland Suites					
	MQ09272023-09 Total:	367.25							
MQ09272023-10	9/26/2023	-1,095.00	0.00	11/20/2023				No	0
01-440-4380 Training				Refund For Traffic Class/ NU CPS Registration					
	MQ09272023-10 Total:	-1,095.00							
MT09272023-01	8/29/2023	4.00	0.00	11/20/2023				No	0
01-430-4799 Misc.				Monthly Subscription/ Wall Street Journal					
	MT09272023-01 Total:	4.00							
MT09272023-02	9/18/2023	35.00	0.00	11/20/2023				No	0
01-430-4390 Dues & Meetings				Event Registration/ Aurora Area Chamber					
	MT09272023-02 Total:	35.00							
MT09272023-03	9/26/2023	4.00	0.00	11/20/2023				No	0
01-430-4799 Misc.				Monthly Subscription/ Wall Street Journal					
	MT09272023-03 Total:	4.00							
ND09272023-01	9/1/2023	388.00	0.00	11/20/2023				No	0
01-441-4411 Office Expenses				APA Prof Membership/ APA					
	ND09272023-01 Total:	388.00							
NS09272023-01	8/22/2023	64.27	0.00	11/20/2023				No	0
01-410-4799 Misc. Expenditures				Shirts For New Trustee/ 4imprint					
	NS09272023-01 Total:	64.27							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
NS09272023-02	8/30/2023	584.45	0.00	11/20/2023				No	0
01-490-4799 Misc. Expenditures				Tote Bag Giveaway/ 4allpromos					
NS09272023-02 Total:		584.45							
NS09272023-03	9/6/2023	15.00	0.00	11/20/2023				No	0
01-490-4799 Misc. Expenditures				Metro West Raffle Basket/ Moka Coffee					
NS09272023-03 Total:		15.00							
NS09272023-04	9/6/2023	65.00	0.00	11/20/2023				No	0
01-430-4380 Training & Testing				Prof Dev For Village Administrator/ ILCMA					
NS09272023-04 Total:		65.00							
NS09272023-05	9/7/2023	1,948.82	0.00	11/20/2023				No	0
01-410-4799 Misc. Expenditures				Promotional Items/ 4imprint					
NS09272023-05 Total:		1,948.82							
NS09272023-06	9/12/2023	35.00	0.00	11/20/2023				No	0
01-410-4390 Dues & Meetings				Registration- Gaffino/ Aurora Regional Chamber					
NS09272023-06 Total:		35.00							
NS09272023-07	9/13/2023	2,127.50	0.00	11/20/2023				No	0
01-410-4799 Misc. Expenditures				Challenge Coins/ Metal Promo					
NS09272023-07 Total:		2,127.50							
NS09272023-08	9/18/2023	36.26	0.00	11/20/2023				No	0
01-430-4411 Office Expenses				Bill Coding Stamp/ Rubber Stamp Warehouse					
NS09272023-08 Total:		36.26							
NS09272023-09	9/21/2023	2.99	0.00	11/20/2023				No	0
01-410-4799 Misc. Expenditures				Bottled Water- Chamber Visit/ Target					
NS09272023-09 Total:		2.99							
NS09272023-10	9/22/2023	35.00	0.00	11/20/2023				No	0
01-430-4390 Dues & Meetings				Registration- Bosco/ Aurora Regional Chamber					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	NS09272023-10 Total:	35.00							
NS09272023-11	9/22/2023	54.95	0.00	11/20/2023				No	0
01-410-4799 Misc. Expenditures				Donuts For Chamber Visit/ Harner's Bakery					
	NS09272023-11 Total:	54.95							
SBZ09272023-01	8/28/2023	35.00	0.00	11/20/2023				No	0
01-440-4498 Community Service				Boosts For Open House/ Facebook					
	SBZ09272023-01 Total:	35.00							
SBZ09272023-02	9/6/2023	71.89	0.00	11/20/2023				No	0
01-440-4440 Gas & Oil				Gas For Squad/ Shell Oil					
	SBZ09272023-02 Total:	71.89							
SBZ09272023-03	9/7/2023	96.90	0.00	11/20/2023				No	0
01-440-4370 Conferences & Travel				Lodging/ Doubletree					
	SBZ09272023-03 Total:	96.90							
SBZ09272023-04	9/7/2023	11.00	0.00	11/20/2023				No	0
01-440-4370 Conferences & Travel				Parking/ Bank Of Springfield					
	SBZ09272023-04 Total:	11.00							
SBZ09272023-05	9/13/2023	72.81	0.00	11/20/2023				No	0
01-440-4558 Emergency Management				EMA Awards/ Presidents Volunteer Service					
	SBZ09272023-05 Total:	72.81							
SBZ09272023-06	9/8/2023	15.00	0.00	11/20/2023				No	0
01-440-4498 Community Service				Post Boost/ Facebook					
	SBZ09272023-06 Total:	15.00							
SBZ09272023-07	9/26/2023	8.04	0.00	11/20/2023				No	0
01-440-4558 Emergency Management				Whistles/ Amazon					
	SBZ09272023-07 Total:	8.04							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Fifth Third Bank Total:	19,605.94							
Foster & Foster, Inc. 050630									
28853	11/1/2023	7,379.00	0.00	11/20/2023				No	0
01-430-4267 Finance Services				Police Pension Valuation					
	28853 Total:	7,379.00							
	Foster & Foster, Inc. Total:	7,379.00							
FOX METRO WRD 045480									
*** N02-0164	10/30/2023	112.50	0.00	11/20/2023				No	0
01-445-4662 Utility				Sewer Bill- VH 7/31 - 9/30					
	N02-0164 Total:	112.50							
*** N02-5182	10/30/2023	22.50	0.00	11/20/2023				No	0
01-445-4662 Utility				Sewer Bill- PW Garage 7/31 - 9/30					
	N02-5182 Total:	22.50							
*** N02-5784	10/30/2023	97.50	0.00	11/20/2023				No	0
01-445-4662 Utility				Sewer Bill- PD 7/31 - 9/30					
	N02-5784 Total:	97.50							
	FOX METRO WRD Total:	232.50							
Geneva Construction Co. 000530									
60842	10/30/2023	3,763.77	0.00	11/20/2023				No	0
21-450-4875 Capital Improvements				2022 Road Program					
	60842 Total:	3,763.77							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Geneva Construction Co. T		3,763.77							
Goodwin Elementary School									
040590									
11142023	11/14/2023	25.00	0.00	11/20/2023				No	0
01-490-4761 Beautification Committee				Donation From Halloween Prop- 4th Place Winner					
11142023 Total:		25.00							
Goodwin Elementary Scho		25.00							
Hansen Reporting									
468439									
110323-2	11/6/2023	250.00	0.00	11/20/2023				No	0
01-430-4260 Legal				Court Reporting Fees					
110323-2 Total:		250.00							
Hansen Reporting Total:		250.00							
Harmonic Heating & Air Conditioning									
047680									
13320-3	2/24/2023	480.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Humidifier Drain					
13320-3 Total:		480.00							
13404-1	3/10/2023	179.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Garage Heater- PD					
13404-1 Total:		179.00							
13434-1	3/28/2023	2,572.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Filters, Belts- PD					
13434-1 Total:		2,572.00							



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
13434-3	4/4/2023	631.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Metal Filters, Capacitor					
13434-3 Total:		631.00							
13512-1	3/29/2023	1,316.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Filters, Belts- VH					
13512-1 Total:		1,316.00							
15099-1	11/7/2023	3,959.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Extended Maintenance Kit					
15099-1 Total:		3,959.00							
15104-1	10/11/2023	179.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Diagnostic					
15104-1 Total:		179.00							
15104-3	11/6/2023	11,100.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				New HVAC					
15104-3 Total:		11,100.00							
15135-1	10/12/2023	240.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				HVAC Repair- Labor					
15135-1 Total:		240.00							
Harmonic Heating & Air C		20,656.00							
Hawk Ford Of St. Charles									
467738									
536814	10/23/2023	1,484.70	0.00	11/20/2023				No	0
60-445-4511 Vehicle Repair and Maint				Repairs- Truck #144					
536814 Total:		1,484.70							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Hawk Ford Of St. Charles	1,484.70							
Heartland Business Systems, LLC 468486									
641420-H	10/11/2023	146.25	0.00	11/20/2023				No	0
01-430-4870 Equipment				DMS Implementation					
641420-H Total:		146.25							
644569-H	10/19/2023	780.00	0.00	11/20/2023				No	0
01-430-4870 Equipment				DMS Implementation					
644569-H Total:		780.00							
645744-H	10/25/2023	390.00	0.00	11/20/2023				No	0
01-430-4870 Equipment				DMS Implementation					
645744-H Total:		390.00							
Heartland Business System		1,316.25							
Houseal Lavigne Associates, LLC 467756									
6652	10/24/2023	2,585.00	0.00	11/20/2023				No	0
01-441-4280 Consulting Fees				Block One Comp Plan Update					
6652 Total:		2,585.00							
Houseal Lavigne Associate		2,585.00							
Illinois LEAP, C/O Susan Morgan, Admin Assist 467921									
11092023	11/9/2023	75.00	0.00	11/20/2023				No	0
01-440-4390 Dues & Meetings				Illinois LEAP Dues- Wagner					
11092023 Total:		75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
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Illinois LEAP, C/O Susan		75.00							
Illinois Municipal League 000650									
11072023-01	11/7/2023	1,500.00	0.00	11/20/2023				No	0
01-410-4390 Dues & Meetings				IML Dues					
11072023-01 Total:		1,500.00							
11072023-02	11/7/2023	362,796.39	0.00	11/20/2023				No	0
14-430-4944 Liability Coverage				2024 Contribution					
11072023-02 Total:		362,796.39							
Illinois Municipal League T		364,296.39							
Industrial Door Company 044430									
121102	10/31/2023	575.00	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Gate Repair- PD					
121102 Total:		575.00							
121128	10/31/2023	2,395.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				East Gate Repair- PW Garage					
121128 Total:		2,395.00							
Industrial Door Company T		2,970.00							
Interactive Building Solutions, LLC 050600									
109841	10/27/2023	4,450.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Evidence Room Thermostat					
109841 Total:		4,450.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Interactive Building Soluti	4,450.00							
Intergovernmental Personnel Benefit Cooperative									
467637									
11062023-01	11/6/2023	33,665.79	0.00	11/20/2023				No	0
01-440-4130 Health Insurance				Health Insurance- PD/ Nov 2023					
	11062023-01 Total:	33,665.79							
11062023-02	11/6/2023	7,288.26	0.00	11/20/2023				No	0
01-430-4130 Health Insurance				Health Insurance- Admin/ Nov 2023					
	11062023-02 Total:	7,288.26							
11062023-03	11/6/2023	2,785.87	0.00	11/20/2023				No	0
01-430-4132 PSEBA Health Insurance				Health Insurance- PSEBA/ Nov 2023					
	11062023-03 Total:	2,785.87							
11062023-04	11/6/2023	4,084.64	0.00	11/20/2023				No	0
01-441-4130 Health Insurance				Health Insurance- CommDev/ Nov 2023					
	11062023-04 Total:	4,084.64							
11062023-05	11/6/2023	8,614.47	0.00	11/20/2023				No	0
01-445-4130 Health Insurance				Health Insurance- PW/ Nov 2023					
	11062023-05 Total:	8,614.47							
11062023-06	11/6/2023	11,727.90	0.00	11/20/2023				No	0
60-445-4130 Health Insurance				Health Insurance- Water/ Nov 2023					
	11062023-06 Total:	11,727.90							
11062023-07	11/6/2023	1,165.41	0.00	11/20/2023				No	0
01-000-2055 Payroll Deductions				Health Insurance- Retirees/ Nov 2023					
	11062023-07 Total:	1,165.41							
11062023-08	11/6/2023	4,121.48	0.00	11/20/2023				No	0
01-000-2055 Payroll Deductions				Health Insurance- Police Pension/ Nov 2023					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	11062023-08 Total:	4,121.48							
11062023-09	11/6/2023	218.28	0.00	11/20/2023				No	0
01-430-4136 Dental Insurance				Dental Insurance- Admin/ Nov 2023					
	11062023-09 Total:	218.28							
11062023-10	11/6/2023	82.92	0.00	11/20/2023				No	0
01-441-4136 Dental Insurance				Dental Insurance- CommDev/ Nov 2023					
	11062023-10 Total:	82.92							
11062023-11	11/6/2023	829.87	0.00	11/20/2023				No	0
01-440-4136 Dental Insurance				Dental Insurance- PD/ Nov 2023					
	11062023-11 Total:	829.87							
11062023-12	11/6/2023	251.34	0.00	11/20/2023				No	0
01-445-4136 Dental Insurance				Dental Insurance- PW/ Nov 2023					
	11062023-12 Total:	251.34							
11062023-13	11/6/2023	201.66	0.00	11/20/2023				No	0
60-445-4136 Dental Insurance				Dental Insurance- Water/ Nov 2023					
	11062023-13 Total:	201.66							
11062023-14	11/6/2023	1,849.56	0.00	11/20/2023				No	0
01-000-2054 Insurance Employee Reimburse				Dental Insurance- Employee/ Nov 2023					
	11062023-14 Total:	1,849.56							
11062023-15	11/6/2023	65.12	0.00	11/20/2023				No	0
01-440-4135 Life Insurance				Life Insurance- PD/ Nov 2023					
	11062023-15 Total:	65.12							
11062023-16	11/6/2023	19.36	0.00	11/20/2023				No	0
01-445-4135 Life Insurance				Life Insurance- PW/ Nov 2023					
	11062023-16 Total:	19.36							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
11062023-17	11/6/2023	12.32	0.00	11/20/2023				No	0
01-430-4135 Life Insurance				Life Insurance- Admin/ Nov 2023					
11062023-17 Total:		12.32							
11062023-18	11/6/2023	8.80	0.00	11/20/2023				No	0
01-441-4135 Life Insurance				Life Insurance- CommDev/ Nov 2023					
11062023-18 Total:		8.80							
11062023-19	11/6/2023	12.32	0.00	11/20/2023				No	0
60-445-4135 Life Insurance				Life Insurance- Water/ Nov 2023					
11062023-19 Total:		12.32							
11062023-20	11/6/2023	779.07	0.00	11/20/2023				No	0
01-000-2056 VSP - Employee Contributions				Vision/ Nov 2023					
11062023-20 Total:		779.07							
11062023-21	11/6/2023	549.99	0.00	11/20/2023				No	0
01-000-2056 VSP - Employee Contributions				Voluntary Life/ Nov 2023					
11062023-21 Total:		549.99							
Intergovernmental Personn		78,334.43							
Interstate Billing Service, Inc.									
049760									
3034650430	10/19/2023	2,770.00	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Tank Fuel- Truck #176					
3034650430 Total:		2,770.00							
3034731075	10/27/2023	160.24	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Filtering Fuel Outlet- Truck #176					
3034731075 Total:		160.24							
3034734170	10/26/2023	870.00	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Strap Fuel Tank- Truck #176					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
3034734170 Total:		870.00							
Interstate Billing Service, I		3,800.24							
Joseph D Foreman & Co, Inc. 468360									
333559	10/18/2023	11,095.00	0.00	11/20/2023				No	0
60-445-4568 Watermain Rprs. & Rplcmnts.				10" Insertion Valve Sleeve					
333559 Total:		11,095.00							
333560	10/18/2023	3,000.00	0.00	11/20/2023				No	0
60-445-4568 Watermain Rprs. & Rplcmnts.				10" Insertion Valve Installation					
333560 Total:		3,000.00							
Joseph D Foreman & Co, I		14,095.00							
Kane County Division of 036170									
T-FY23-Q3-009	10/24/2023	564.63	0.00	11/20/2023				No	0
01-445-4545 Traffic Signs & Signals				Traffic Signal Maintenance- 3rd Qtr					
T-FY23-Q3-009 Total:		564.63							
Kane County Division of T		564.63							
Kane County Recorder 010600									
NAUR092623	9/30/2023	58.00	0.00	11/20/2023				No	0
01-441-4506 Publishing				Recording Fee					
NAUR092623 Total:		58.00							
Kane County Recorder Tot		58.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
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Kimball Midwest 467916									
101572680	10/24/2023	97.85	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Disc (20)					
	101572680 Total:	97.85							
101603434	11/2/2023	360.50	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Hoses (50)					
	101603434 Total:	360.50							
101606739	11/2/2023	750.76	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Nipples, Couplers, Hoses					
	101606739 Total:	750.76							
	Kimball Midwest Total:	1,209.11							
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Mark Bozik 042430									
11072023	11/7/2023	50.00	0.00	11/20/2023				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 11/7/23					
	11072023 Total:	50.00							
	Mark Bozik Total:	50.00							
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Menards 016070									
17188-01	10/23/2023	69.99	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Shop Lights					
	17188-01 Total:	69.99							
17188-02	10/23/2023	115.94	0.00	11/20/2023				No	0
01-445-4510 Equipment/IT Maint				Paint For Lift					



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	17188-02 Total:	115.94							
17272	10/24/2023	23.64	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Bike Rack- PD					
	17272 Total:	23.64							
17315	10/25/2023	32.22	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Anchors, Screws					
	17315 Total:	32.22							
17348	10/25/2023	30.52	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Paint, Anchors					
	17348 Total:	30.52							
17390	10/26/2023	9.16	0.00	11/20/2023				No	0
01-445-4510 Equipment/IT Maint				Locknut (4)					
	17390 Total:	9.16							
17421-01	10/26/2023	8.48	0.00	11/20/2023				No	0
01-445-4510 Equipment/IT Maint				Drill Bit					
	17421-01 Total:	8.48							
17421-02	10/26/2023	69.99	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Light Bulbs					
	17421-02 Total:	69.99							
17458	10/27/2023	14.98	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				Drill Bit					
	17458 Total:	14.98							
17697-01	10/31/2023	26.91	0.00	11/20/2023				No	0
01-445-4421 Custodial Supplies				Paper Towels					
	17697-01 Total:	26.91							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
17697-02	10/31/2023	29.98	0.00	11/20/2023				No	0
01-445-4422 Safety Supplies				M95 Masks					
17697-02 Total:		29.98							
17697-03	10/31/2023	21.52	0.00	11/20/2023				No	0
01-445-4510 Equipment/IT Maint				Hose Clamps					
17697-03 Total:		21.52							
17905	11/3/2023	239.97	0.00	11/20/2023				No	0
01-490-4761 Beautification Committee				Extension Cord (3)					
17905 Total:		239.97							
Menards Total:		693.30							
Mid American Water									
013680									
224904A	10/16/2023	989.40	0.00	11/20/2023				No	0
18-445-4570 Sewers Rpr & Mtce				PVC Pipe (14), Coupling (4)					
224904A Total:		989.40							
Mid American Water Total:		989.40							
Midwest Integrated Solutions									
468485									
23-0998	10/4/2023	30,032.00	0.00	11/20/2023				No	0
71-430-4870 Equipment				Door Access System- PD 2023-24					
23-0998 Total:		30,032.00							
Midwest Integrated Solutio		30,032.00							
MSC Industrial Supply									
051190									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
87313987	10/13/2023	372.26	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Battery					
87313987 Total:		372.26							
87314157	10/13/2023	308.91	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				LED Lightbar					
87314157 Total:		308.91							
MSC Industrial Supply Tot		681.17							
North Aurora NAPA, Inc.									
038730									
449246	9/28/2023	-102.00	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Core Deposit Credit					
449246 Total:		-102.00							
449413	10/2/2023	255.03	0.00	11/20/2023				No	0
01-445-4423 Tools				PW Tools					
449413 Total:		255.03							
450222	10/13/2023	192.99	0.00	11/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Squad Parts					
450222 Total:		192.99							
450323	10/14/2023	-192.99	0.00	11/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Squad Parts Return					
450323 Total:		-192.99							
450552	10/17/2023	152.49	0.00	11/20/2023				No	0
01-440-4511 Vehicle Repair and Maint				Squad Parts					
450552 Total:		152.49							
451017	10/24/2023	309.18	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Fuel Tank Strap- Truck #176					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	451017 Total:	309.18							
	North Aurora NAPA, Inc. T	614.70							
Office Depot 039370									
306664467001-01	4/13/2023	-8.97	0.00	11/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies- Return					
	306664467001-01 Total:	-8.97							
306664467001-02	4/13/2023	-8.97	0.00	11/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies- Return					
	306664467001-02 Total:	-8.97							
306664467001-03	4/13/2023	-8.97	0.00	11/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies- Return					
	306664467001-03 Total:	-8.97							
306664467001-04	4/13/2023	-8.97	0.00	11/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies- Return					
	306664467001-04 Total:	-8.97							
*** 321373200001-1	7/27/2023	-5.00	0.00	11/20/2023				No	0
01-430-4411 Office Expenses				Office Supplies- Return					
	321373200001-01 Total:	-5.00							
*** 321373200001-1	7/27/2023	-5.00	0.00	11/20/2023				No	0
01-445-4411 Office Expenses				Office Supplies- Return					
	321373200001-02 Total:	-5.00							
*** 321373200001-1	7/27/2023	-5.00	0.00	11/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies- Return					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	321373200001-03 Total:	-5.00							
*** 321373200001-4	7/27/2023	-5.00	0.00	11/20/2023	Office Supplies- Return			No	0
01-441-4411 Office Expenses									
	321373200001-04 Total:	-5.00							
327540163001-01	9/11/2023	55.11	0.00	11/20/2023	Office Supplies			No	0
01-430-4411 Office Expenses									
	327540163001-01 Total:	55.11							
327540163001-02	9/11/2023	55.12	0.00	11/20/2023	Office Supplies			No	0
01-445-4411 Office Expenses									
	327540163001-02 Total:	55.12							
327540163001-03	9/11/2023	55.12	0.00	11/20/2023	Office Supplies			No	0
60-445-4411 Office Expenses									
	327540163001-03 Total:	55.12							
327540163001-04	9/11/2023	55.12	0.00	11/20/2023	Office Supplies			No	0
01-441-4411 Office Expenses									
	327540163001-04 Total:	55.12							
339358685001	10/27/2023	56.33	0.00	11/20/2023	Office Supplies			No	0
01-430-4411 Office Expenses									
	339358685001 Total:	56.33							
339361909001-01	10/27/2023	14.62	0.00	11/20/2023	Office Supplies			No	0
01-430-4411 Office Expenses									
	339361909001-01 Total:	14.62							
339361909001-02	10/27/2023	14.63	0.00	11/20/2023	Office Supplies			No	0
01-445-4411 Office Expenses									
	339361909001-02 Total:	14.63							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
339361909001-03	10/27/2023	14.63	0.00	11/20/2023				No	0
60-445-4411 Office Expenses				Office Supplies					
339361909001-03 Total:		14.63							
339361909001-04	10/27/2023	14.63	0.00	11/20/2023				No	0
01-441-4411 Office Expenses				Office Supplies					
339361909001-04 Total:		14.63							
Office Depot Total:		279.43							
Paddock Publications, Inc.									
026910									
268720	10/24/2023	101.20	0.00	11/20/2023				No	0
01-441-4506 Publishing				Public Hearing Notice					
268720 Total:		101.20							
Paddock Publications, Inc.		101.20							
Pearl Jones									
468499									
11092023	11/9/2023	175.00	0.00	11/20/2023				No	0
01-490-4759 Community Events				DJ Service- Making Spirits Bright/ Final Pymt					
11092023 Total:		175.00							
Pearl Jones Total:		175.00							
Petty Cash, Joe DeLeo									
007570									
10302023-01	10/30/2023	39.80	0.00	11/20/2023				No	0
01-440-4460 Comfort Dog Supplies				Comfort Dog Supplies- Zelda					
10302023-01 Total:		39.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
10302023-02	10/30/2023	191.91	0.00	11/20/2023				No	0
01-440-4498 Community Service				Community Service					
10302023-02 Total:		191.91							
10302023-03	10/30/2023	32.68	0.00	11/20/2023				No	0
01-440-4555 Investigations				Investigations					
10302023-03 Total:		32.68							
Petty Cash, Joe DeLeo Tota		264.39							
Petty Cash, Mandy Flatt 000900									
08312023	8/31/2023	60.00	0.00	11/20/2023				No	0
60-445-4390 Dues & Meetings				KCWA Meeting (3)					
08312023 Total:		60.00							
*** 09132023	9/13/2023	15.00	0.00	11/20/2023				No	0
60-445-4799 Misc. Expenditures				WMB Meal Reimb- Krabel					
*** 09132023	9/13/2023	12.08	0.00	11/20/2023				No	0
60-445-4799 Misc. Expenditures				WMB Meal Reimb- Harreld					
09132023 Total:		27.08							
09142023	9/14/2023	11.81	0.00	11/20/2023				No	0
60-445-4799 Misc. Expenditures				WMB Meal Reimb- Pepper					
09142023 Total:		11.81							
09222023	9/22/2023	15.00	0.00	11/20/2023				No	0
60-445-4799 Misc. Expenditures				WMB Meal Reimb- Kennedy					
09222023 Total:		15.00							
09292023	9/29/2023	17.67	0.00	11/20/2023				No	0
01-490-4759 Community Events				Halloween Costume Sash					
09292023 Total:		17.67							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
10122023	10/12/2023	5.00	0.00	11/20/2023				No	0
60-445-4799 Misc. Expenditures				Real ID For Fermilab Leaf					
10122023 Total:		5.00							
10312023	10/31/2023	2.00	0.00	11/20/2023				No	0
01-430-4799 Misc.				Vinegar					
10312023 Total:		2.00							
11142023	11/14/2023	225.00	0.00	11/20/2023				No	0
01-490-4761 Beautification Committee				Woodman's Gift Card For Property Recognition					
11142023 Total:		225.00							
Petty Cash, Mandy Flatt To		363.56							
Pitney Bowes Inc.									
017470									
3106357821	10/25/2023	452.13	0.00	11/20/2023				No	0
01-440-4505 Postage				Postage Machine 1/22/24 - 4/21/24					
3106357821 Total:		452.13							
Pitney Bowes Inc. Total:		452.13							
Richard Newell									
468236									
11072023	11/7/2023	50.00	0.00	11/20/2023				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 11/7/23					
11072023 Total:		50.00							
Richard Newell Total:		50.00							
Russo Power Equipment Inc.									
036290									



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
API20402927	10/3/2023	134.99	0.00	11/20/2023				No	0
01-445-4540 Streets & Alleys Rpr & Mtce				Grass Seed					
API20402927 Total:		134.99							
Russo Power Equipment In		134.99							
Sebert Landscaping 032840									
265090-01	10/31/2023	1,157.00	0.00	11/20/2023				No	0
17-004-4533 Maintenance				Mowing- SSA4					
265090-01 Total:		1,157.00							
265090-02	10/31/2023	1,065.00	0.00	11/20/2023				No	0
17-008-4533 Maintenance				Mowing- SSA8					
265090-02 Total:		1,065.00							
265090-03	10/31/2023	331.00	0.00	11/20/2023				No	0
17-009-4533 Maintenance				Mowing- SSA9					
265090-03 Total:		331.00							
265090-04	10/31/2023	29.00	0.00	11/20/2023				No	0
17-011-4533 Maintenance				Mowing- SSA11					
265090-04 Total:		29.00							
265090-05	10/31/2023	4,092.00	0.00	11/20/2023				No	0
01-445-4531 Grass Cutting				Public Mowing					
265090-05 Total:		4,092.00							
Sebert Landscaping Total:		6,674.00							
Superior Asphalt Materials LLC 031440									
20231637	10/25/2023	274.55	0.00	11/20/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
01-445-4540 Streets & Alleys Rpr & Mtce				Pot Holes					
20231637 Total:		274.55							
Superior Asphalt Materials		274.55							
Technology Management Rev Fund 007390									
*** T8889075	9/18/2023	723.32	0.00	11/20/2023				No	0
01-440-4652 Phones and Connectivity				IWIN					
T8889075 Total:		723.32							
T8889261	9/18/2023	471.20	0.00	11/20/2023				No	0
01-440-4652 Phones and Connectivity				Leads Fee					
T8889261 Total:		471.20							
Technology Management R		1,194.52							
Terminal Supply Inc. 467643									
80666-00	10/27/2023	319.92	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				Nuts, Pins, Gage					
80666-00 Total:		319.92							
Terminal Supply Inc. Total		319.92							
Testing Service Corporaton 014450									
IN128747	10/27/2023	2,650.00	0.00	11/20/2023				No	0
01-445-4255 Engineering				Spoil Testing Services					
IN128747 Total:		2,650.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Testing Service Corporaton	2,650.00							
Third Millennium Assoc. , Inc. 033470									
30613-01	10/31/2023	2,144.31	0.00	11/20/2023				No	0
01-430-4507 Printing				Newsletter- Oct 2023					
30613-01 Total:		2,144.31							
30613-02	10/31/2023	2,283.24	0.00	11/20/2023				No	0
60-445-4507 Printing				Water Bill- Oct 2023					
30613-02 Total:		2,283.24							
Third Millennium Assoc. ,		4,427.55							
Thomas Lenkart 032550									
11072023	11/7/2023	50.00	0.00	11/20/2023				No	0
01-410-4016 Per Diem - Plan Commission				Plan/ Zoning Commission Meeting 11/7/23					
11072023 Total:		50.00							
Thomas Lenkart Total:		50.00							
TRI-R Systems Incorporated 468416									
005909	10/30/2023	480.00	0.00	11/20/2023				No	0
60-445-4565 Water Well Rpr & Mtce				Radio Repair- Well #9					
005909 Total:		480.00							
TRI-R Systems Incorporate		480.00							

Uline, Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
468220									
169643745	10/13/2023	651.51	0.00	11/20/2023				No	0
01-445-4421 Custodial Supplies				Custodial Supplies- VH					
169643745 Total:		651.51							
Uline, Inc Total:		651.51							
United Rentals									
036410									
226458948-001	10/27/2023	359.44	0.00	11/20/2023				No	0
01-445-4511 Vehicle Repair and Maint				JCB Wheel Leader Repair					
226458948-001 Total:		359.44							
United Rentals Total:		359.44							
Volt Electric, Inc									
468508									
10537	11/8/2023	9,235.00	0.00	11/20/2023				No	0
01-445-4520 Public Buildings Rpr & Mtce				SILO Light Repair					
10537 Total:		9,235.00							
Volt Electric, Inc Total:		9,235.00							
Water Products Company									
001170									
0319418	11/2/2023	2,057.67	0.00	11/20/2023				No	0
60-445-4563 Fire Hydrant Repair/maint				Hydrant Repair Parts					
0319418 Total:		2,057.67							
Water Products Company T		2,057.67							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
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Water Resources									
010380									
36841	11/1/2023	1,115.00	0.00	11/20/2023				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				2" Mach-10 Meter W/ Flange Kit					
36841 Total:		1,115.00							
36842	11/1/2023	3,049.00	0.00	11/20/2023				No	0
60-445-4480 New Meters,rprs. & Rplcmts.				3" Mach-10 Meter W/ Flange & MIU					
36842 Total:		3,049.00							
Water Resources Total:		4,164.00							
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WBK Engineering, LLC									
467655									
*** 24538	7/29/2023	5,590.00	0.00	11/20/2023				No	0
21-456-4255 Engineering				Tanner Conveyance Ph2/ Oct 2023					
24538 Total:		5,590.00							
24882	10/28/2023	1,918.82	0.00	11/20/2023				No	0
21-456-4255 Engineering				Tanner Conveyance Ph2/ Oct 2023					
24882 Total:		1,918.82							
WBK Engineering, LLC To		7,508.82							
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Weldstar Company									
014090									
0002227828	10/27/2023	61.38	0.00	11/20/2023				No	0
01-445-4510 Equipment/IT Maint				Nitrogen					
0002227828 Total:		61.38							
Weldstar Company Total:		61.38							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
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Whitney's Love LLC									
468505									
11092023	11/9/2023	125.00	0.00	11/20/2023				No	0
01-310-3118 Liquor Licenses				Liquor License Overpayment Refund					
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11092023 Total:		125.00							
		<hr/>							
Whitney's Love LLC Total		125.00							
		<hr/>							
Williams Associates Architects, Ltd.									
024930									
0022044	10/24/2023	12,396.97	0.00	11/20/2023				No	0
21-452-4501 Contractual Services				PW Facility Design Development					
		<hr/>							
0022044 Total:		12,396.97							
		<hr/>							
Williams Associates Archit		12,396.97							
		<hr/>							
Yellow Shoes Event Rentals, Inc									
468507									
11092023	11/9/2023	1,200.00	0.00	11/20/2023				No	0
01-490-4759 Community Events				Cold Spark Machine- Making Spirits Bright					
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11092023 Total:		1,200.00							
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Yellow Shoes Event Rental		1,200.00							
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Report Total:		696,028.40							
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## Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brian Richter, Public Works Director  
Brandon Tonarelli, Assistant Public Works Director/Village Engineer

Date: November 6, 2023

Re: Approval of for the Purchase of Road Salt

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The Village purchases salt through the Illinois Central Management System's Bureau of Strategic Sourcing. This agency uses a program called BidBuy to leverage the purchasing power of many municipalities and counties throughout the state. The program provides the Village with some flexibility because it offers the opportunity to receive 120% of our requested amount of salt without an increase in the unit price. If we have a severe winter season, we have the ability to order additional salt to meet the demands of the storm and provide a safe road network for motorists. If the salt is not used, the Village still has the option to take advantage of the price and request delivery and store salt at the end of winter if there is room in the salt domes. Last year the Village requested 3,000 with the option to purchase 3,600 tons and accepted approximately 3,000 tons. This year the Village requested 2,600 tons with the option to purchase 3,120 tons. We were able to decrease our tonnage this year due to the large amount of salt we have left over from last season.

In March of 2023, the Village submitted the amount of salt it would like to order to the State to be included in their bid process. In the past the State would let contracts that would have a two-year term with a maximum escalator of 10% when a contract expired and needed to be rebid. This allowed Villages to plan in advance for the volatility of salt. However, the program has changed, and the State is now letting the contract annually. The State contract received bids from three companies, Cargill, Compass, and Morton. Since the Village has two salt dome locations, we must split our order into two separate bids. The low bidder for the westside salt dome, 2101

Tanner Road, is Cargill in the amount of \$79.65/ton and the low bidder for the eastside salt dome, 314 Butterfield Road, is Compass Minerals in the amount of \$79.44/ton. This is the first time that Village has had two separate companies provide us salt during the same year.

The table below displays past unit prices for salt, tons ordered, as well as the total cost of past years' programs. If we have a severe winter season, the Village has the ability to exercise the contract option to receive up to an additional 20% of its allocation.

		<b>%100</b>	<b>%120</b>	<b>%100</b>	<b>%120</b>	<b>%100</b>	<b>%120</b>
<b>Winter</b>	<b>2021-22</b>	<b>2022-2023</b>	<b>2022-2023</b>	<b>2023- 2024(Cargil)</b>	<b>2023- 2024(Cargill)</b>	<b>2023- 2024(Compass)</b>	<b>2023- 2024(Compass)</b>
[\$/Ton]	\$61.98	\$79.07	\$79.07	\$79.65	\$79.65	\$79.44	\$79.44
[Tons]	3,000	3,000	3,600	1,300	1,560	1,300	1,560
	<b>\$185,940.00</b>	<b>\$237,210.00</b>	<b>\$284,652.000</b>	<b>\$103,545.00</b>	<b>\$124,254.00</b>	<b>\$103,272.00</b>	<b>\$123,926.40</b>

With the combination of the two bids from Cargill and Compass the total combined cost for 2,600 tons of salt is \$206,817.00. The Village has an option to purchase an additional 520 tons of salt if needed, raising the total purchase price to \$248,180.40. The Village has \$334,000 budgeted in the MFT fund for the purchase of salt in the current fiscal year.

Attached are the executed contracts from Cargill and Compass Minerals. Staff is requesting the approval of a salt purchase in the amount of \$206,817.00 with the option of spending \$248,180.40 if we encounter severe weather conditions.



# STATE OF ILLINOIS CONTRACT

Central Management Services  
JPMC Rock Salt Bulk, FY24  
23-416CMS-BOSS4-P-56959

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “IPG Active Registered Vendor Disclosure (formerly called FORMS B)” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the

**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY24  
23-416CMS-BOSS4-P-56959

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terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY24  
23-416CMS-BOSS4-P-56959

**VENDOR**

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 <sup>th</sup> St., Overland Park, KS 66210
Signature: 	Phone: 800-323-1641
Printed Name: Jamie Standen	Fax: 913-338-7945
Title: Chief Commercial Officer	Email: highwaygroup@compassminerals.com
Date: 6/29/2023	Email Orders: <a href="mailto:highwayorders@compassminerals.com">highwayorders@compassminerals.com</a>

**STATE OF ILLINOIS**

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson, 3 <sup>rd</sup> Floor	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 10/31/23
Printed Name: Raven DeVaughn, Acting Director	
Official's Title: by David Thomas, Agency Purchasing Officer	
Legal Signatur: 	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

**AGENCY USE ONLY****NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 23-416CMS-BOSS4-R-170702
- Project Title: JPMC Rock Salt Bulk, FY24
- Contract #: 23-416CMS-BOSS4-P-56959
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 23-416CMS-BOSS4-B-36907
- BidBuy / Bulletin Publication Date: 5/6/23
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No      Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No      Percentage:
- Minority Owned Business? ☐ Yes ☒ No      Percentage:
- Women Owned Business? ☐ Yes ☒ No      Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No      Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

**Note:** Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

### 1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- a. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
- b. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the  $300(0.8) = 240$  tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document

the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

- b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor  
B = Net weight shown on the delivery ticket from IWC1  
C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

- c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

#### 1.2.5. Ordering

- a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.



- b. Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- c. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- f. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

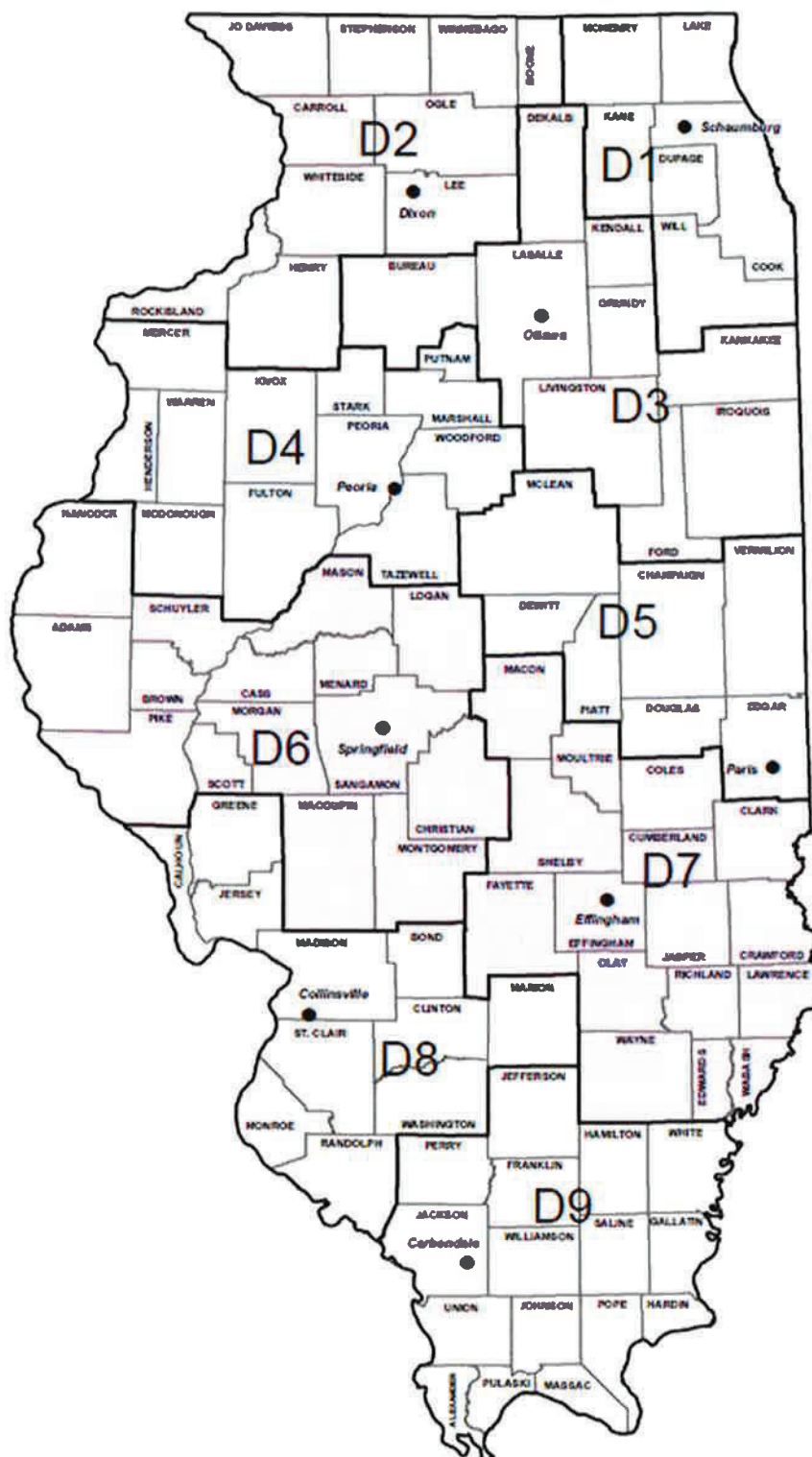
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

### 1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

### **1.3. MILESTONES AND DELIVERABLES:**

- 1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.
- 1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: [CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXXXX

### **1.4. VENDOR / STAFF SPECIFICATIONS:**

- 1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June,

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:
  - 1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
  - 2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.
- d. VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.
- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

**1.5. TRANSPORTATION AND DELIVERY:**

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.



Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

## 1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:



Description of Work:

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

- 1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

**1.7. SUCCESSOR VENDOR**

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

**1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being

performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached List.

- Location where services will be performed:

Value of services performed at this location:

## **2. PRICING**

### **2.1 FORMAT OF PRICING:**

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

- a) Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

**2.4 DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

**2.5 VENDOR'S PRICING:** For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

**2.6 MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

### **3. TERM AND TERMINATION**

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2024.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

- 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

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

- 3.2 RENEWAL: N/A**

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

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

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

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in



the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

**4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

**4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

**4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

**4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

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

**4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

## 5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

- 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

- 5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.
- 5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.
- 5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.
- 5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.
- 5.7. The credit or liability of each governmental unit shall remain separate and distinct.
- 5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.
- 5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☒ Other (describe)

Illinois State Bid Subcontractors Totals for Handling and Hauling				Solicitation		23-416CMS-BOSS4-B-36907 / JPMC Rock Salt Bulk, FY24		Forms	Rec'd
Service Depot	LM	Status	Status Date	Depot Spend	Freight & Fuel Spend	Vendor Addresses			
Chicago, IL	Matt								X
Calumet Transload	Matt	Complete	6/8/2023	\$2,100,000		10730 Burley Avenue, Chicago, IL 60617	Form B	X	X
5 Star Hauling	Matt	Complete	6/8/2023		\$1,142,000	14210 Kenton Ave, Crestwood, IL 60418	Form B	X	X
Garus Trucking	Matt	Complete	6/15/2023		\$207,000	7264 W 21st Ave., Gary IN 46406	Form A	X	X
Sunset	Matt	Complete	6/20/2023		\$775,000	1320 S Virginia, Crystal Lake, IL 60014	Form B	X	X
Truck King Hauling Contractors, Inc.	Matt	Complete	6/20/2023		\$3,100,000	4600 W 48th St, Chicago. IL 60632	Form B	X	X
Commanche, IA	Victor								X
ADM	Victor	Complete	6/22/2023	\$148,122		1419 N Washington Blvd, Comanche, IA 52730	Form A	X	X
ADM- Transport	Victor	Complete	6/22/2023		\$189,189	4666 Faries Parkway Decatur, IL 62526	Form A	X	X
Louisiana, MO	Victor								X
Wayne B Smith	Victor	Complete	6/22/2023	\$148,000		10415 Hwy 79, Louisiana, MO 63353	Form B	X	X
George Potterfield Trucking	Victor	Complete	6/22/2023		\$56,983	207 County Line Road, Monroe City, MO 63456	Form B	X	X
Meredosia, IL	Victor								X
Meredosia Terminal	Victor	Complete	6/8/2023	\$45,706		Route 104 West of Bridge, Meredosia, IL 62665	Form B	X	X
SMS	Victor	Complete	6/8/2023		\$55,012	520 N Webster, Jacksonville, IL 62650	Form B	X	X
Metropolis, IL	Andrew								X
Waterway Ag.	Andrew	Complete	6/8/2023	\$372,000	\$185,400	208 Yasada Street, Metropolis, IL 62960	Form B	X	X
Milwaukee, WI	Matt			\$600,000					X
Compass Minerals	Brenda	Complete	6/22/2023	\$404,000		2001 S Lincoln Memorial, Milwaukee, WI 53207	Compass Form B	X	X
Jung Bros	Matt	Complete	6/20/2023		\$158,000		Form A	X	X
Blume Trucking	Matt	Complete	6/20/2023		\$215,000		Form B	X	X
R&L Truck Service	Matt	Complete	6/21/2023		\$143,000		Form B	X	X
CLK Systems Inc	Matt	Complete	6/13/2023		\$130,000	39882 N Mauser Dr Wadsworth, IL 60083	Form B	X	X
PJ's Trucking	Matt	Complete	6/13/2023		\$158,000	W12559861 N Cape Road, Muskego, WI 53150	Form B	X	X
Portland	Matt	Complete	6/15/2023		\$316,000	98 E Shore Drive, Random Lake, WI 53075	Form B	X	X
Sunset	Matt	Complete	6/20/2023		\$43,000	1320 S Virginia, Crystal Lake, IL 60014	Form B	X	X
Tonyan Bros.	Matt	Complete	6/20/2023		\$158,000	5101 N Richmond Rd., Ringwood, IL 60072	Form A	X	X
Zizzo's	Matt	Complete	6/20/2023		\$460,000	3000 Sheridan Rd., Kenosha, WI 53140	Form B	X	X
Mt. Vernon, IN	Andrew								X
Mulzer Crushed Stone	Andrew	Complete	6/21/2023	\$458,200	\$221,200	10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B	X	X
Mulzer Crushed Stone	Andrew	Complete	6/21/2023			10700 Hwy 69 S, Mt. Vernon, IN 47620	Form B	X	X
Peoria, IL - J&L	Victor								X
J&L Dock	Victor	Complete	6/28/2023	\$376,349		92 South St., Peoria, IL 61602	Form A	X	X
Heinz Bros. Trucking	Victor	Complete	6/28/2023		\$495,308	538 W Knoxville St, Brimfield, IL 61517	Form A	X	X
St. Louis, MO (Beelman)	Victor								X
Beelman Terminal	Victor	Complete	6/23/2023	\$101,795		210 Bremen Ave., Venice, IL 62090	Form B	X	X
Beelman Logistics	Victor	Complete	6/23/2023		\$166,618	#1 Racehorse Drive, E. St. Louis, MO 62205	Form B	X	X
St. Louis, MO (Oakley)	Victor								X
Bruce Oakley	Victor	Complete	6/22/2023	\$253,065		1 Angelica St. St. Louis, Mo 63353	Form B	X	X
George Potterfield Trucking	Victor	Complete	6/9/2023		\$383,303	207 County Line Road, Monroe City, MO 63456	Form B	X	X
Dubuque, Ia	Victor								X
Peavey Co, Gavilon Grain	Victor	Complete	6/26/2023	\$156,987		505 East 7th St, Dubuque, IA 52001	Form B	X	X
All Seasons Trucking	Victor	Complete	6/21/2023		\$235,481	7750 Windy Ridge Dubuque, IA 52003	Form A		
Rock Island, Il	Victor								X
Alter- Rock Island River Terminal	Victor	Complete	6/27/2023	\$367,639		7th Ave MILI Street Rock Island, IL 61201	Form A	X	X
Overland Systems	Victor	Complete	6/22/2023		\$449,987	13631 110th Ave Davenport, IA 52804	Form A	X	X
Henry - Middle River Marine	Victor								X
Henry - Middle River Marine	Victor	Complete	6/8/2023	\$174,201		1440 County Road 1500 E, Henry, IL 61537	Form A	X	X
Ozinga Transportation, Inc.	Victor	Complete	6/8/2023		\$327,158	1440 County Road 1500 E, Henry, IL 61537	Form A	X	X
Lemont - Middle River Marine	Matt								X
Lemont - Middle River Marine	Matt	Complete	6/8/2023	\$250,000		11400 Old Lemont Road, Lemont, IL 60439	Form B	X	X
Ozinga Transportation, Inc.	Matt	Complete	6/14/2023		\$232,000	11400 Old Lemont Road, Lemont, IL 60439	Form B	X	X
Ottawa - Ottawa Barge Terminal	Victor								X
Harmon Farms Trucking	Victor	Complete	n/a		no spend.	3880 E 11th Road, Utica, IL 61373	Form B		n/a
Ottawa - Ottawa Barge Terminal	Victor	Complete	6/19/2023	\$262,102		1365 N 2803 RD OTTAWA, IL 61350	Form A	X	X
Wiesbrock Trucking	Victor	Complete	6/14/2023		\$223,660	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	Form A	X	X

# STATE OF ILLINOIS CONTRACT

Central Management Services  
JPMC Rock Salt Bulk, FY24  
23-416CMS-BOSS4-P-56958

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☒ No

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STATE SUPPLEMENTAL PROVISIONS
6. STANDARD ILLINOIS CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “IPG Active Registered Vendor Disclosure (formerly called FORMS B)” (IF APPLICABLE)
9. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the



**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY24  
23-416CMS-BOSS4-P-56958

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terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS  
CONTRACT**

Central Management Services  
JPMC Rock Salt Bulk, FY24  
23-416CMS-BOSS4-P-56958

**VENDOR**

Vendor Name: Cargill, Incorporated - Salt, Road Safety	Address (City/State/Zip): 24950 Country Club Blvd, Ste 450 North Olmsted, OH 44070
Signature:	Phone: 800-600-7258
Printed Name: Shelly Brown	Fax: 952-367-0655
Title: Customer Care Representative	Email: salt_customercareroadsafety@cargill.com
Date: 6/30/2023	

**STATE OF ILLINOIS**

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson, 3 <sup>rd</sup> Floor	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature	Date: 10/25/23
Printed Name: Raven DeV Vaughn by David Thomas	
Official's Title: Acting Director by Agency Purchasing Officer	
Legal Signature:	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

**AGENCY USE ONLY****NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 23-416CMS-BOSS4-R-170702
- Project Title: JPMC Rock Salt Bulk, FY24
- Contract #: 23-416CMS-BOSS4-P-56958
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 23-416CMS-BOSS4-B-36907
- BidBuy / Bulletin Publication Date: 05/6/2023
- Award Code: A
- Subcontractor Utilization? ☒ Yes ☐ No      Subcontractor Disclosure? ☒ Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☒ No      Percentage:
- Minority Owned Business? ☐ Yes ☒ No      Percentage:
- Women Owned Business? ☐ Yes ☒ No      Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☒ No      Percentage:
- Veteran Owned Small Business? ☐ Yes ☒ No      Percentage:
- Other Preferences?

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt to be purchased on an as-needed basis during the contract period in the identified districts.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

**Note:** Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

### 1.2. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.2.1. The Vendor will provide rock salt based on quantity ordered within the timeframe listed herein.

1.2.2. Rock Salt Specification Requirements:

- a. Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.
- b. Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

- 1.2.3. Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

- a. Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.
- b. Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

- c. Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.
- d. Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.
- e. Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the  $300(0.8) = 240$  tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.4. Weights and Measures Requirements and Adjustments:

- a. Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document

the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

- b. Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor  
B = Net weight shown on the delivery ticket from IWC1  
C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify

accuracy of the scale used for the independent weight check. The freight for this additional weigh will be charged to the party that is proven to be negligent.

- c. Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

#### 1.2.5. Ordering

- a. Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All other governmental units will use their own purchase order system.

- b. Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- c. Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- d. Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- e. Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.
- f. Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- g. Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- h. Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not



have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

1.2.6. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDaviess, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermillion.

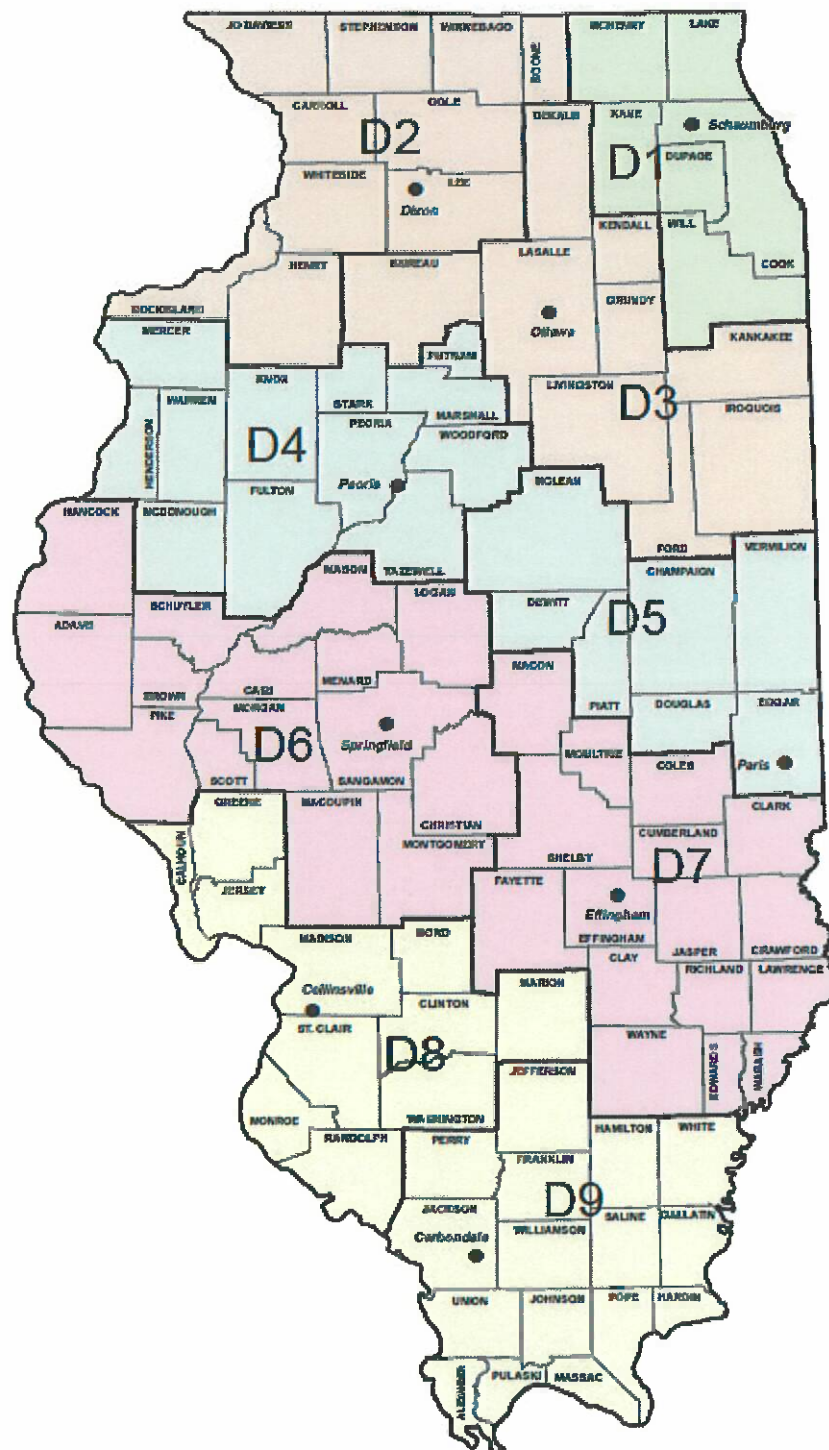
District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

### 1.2.7. Map



For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

**1.3. MILESTONES AND DELIVERABLES:**

- 1.3.1. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.
- 1.3.2. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.
- 1.3.3. The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Not-for-Profit Agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

The report will be sent to the following email address: [CMS.BOSS.Sourcing@illinois.gov](mailto:CMS.BOSS.Sourcing@illinois.gov).

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXXX	XXX	XXXXXXXX
2	XXXXXXXXXX	XXX	XXXXXXXX

**1.4. VENDOR / STAFF SPECIFICATIONS:**

- 1.4.1. Vendor Meetings:

- a. The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).
- b. The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.
- c. The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

- a. Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.
- b. STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:
  - 1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
  - 2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

- c. STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.
- d. VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

- 1.4.3. Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.
- 1.4.4. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

**1.5. TRANSPORTATION AND DELIVERY:**

- 1.5.1. Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.
- 1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.
- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.
- 1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

## 1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than \$50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: See attached

Amount to Be Paid: \$100,000 - \$250,000

Address: 1234 Main St, Chicago, IL 60601

Description of Work: Ice control services

- Subcontractor Name: ABC Contracting Co.

Amount to Be Paid: \$250,000 - \$500,000

Address: 5678 Oak St, Chicago, IL 60602

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

- 1.6.3. If the annual value of any the subcontracts is more than \$100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

**1.7. SUCCESSOR VENDOR**

- ☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

**1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being



performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: United States

Value of services performed at this location: 100%

- Location where services will be performed: United States

Value of services performed at this location: 100%

## **2. PRICING**

### **2.1 FORMAT OF PRICING:**

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

- a) Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

**2.4 DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

**2.5 VENDOR'S PRICING:** For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

**2.6 MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

### **3. TERM AND TERMINATION**

- 3.1 TERM OF THIS CONTRACT:** This contract has an initial term commencing upon the last dated signature of the Parties to September 30, 2024.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

- 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

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

- 3.2 RENEWAL:** N/A

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

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

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

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
  - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

- 4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency / Entity
Attn:	Requesting Agency / Entity
Address:	Requesting Agency / Entity
City, State Zip	Requesting Agency / Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of



\$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

**4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

**4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**4.27 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

## 5. STATE SUPPLEMENTAL PROVISIONS

- ☒ Agency Definitions
- 5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- 5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.
- ☐ Required Federal Clauses, Certifications and Assurances
- ☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.
- ☒ Agency Specific Terms and Conditions
- 5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.
- 5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.
- 5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.
- 5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.
- 5.7. The credit or liability of each governmental unit shall remain separate and distinct.
- 5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.
- 5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.
- ☒ Other (describe)

#### 1.6.2. Continued-

- Subcontractor Name: Five Star Hauling  
Amount to Be Paid: To be determined  
Address: 14210 S Kenton, Creston, IL 60418  
Description of Work: Transporting rock salt from terminal to purchaser
- Subcontractor Name: ADM Transport DECATUR  
Amount to Be Paid: To be determined  
Address: 4666 Faries Pkwy, Decatur, IL 62526  
Description of Work: Transporting rock salt from terminal to purchaser
- Subcontractor Name: 97 Grain & Trucking, LLC dba Midwest Express & Hay Grinding  
Amount to Be Paid: To be determined  
PO Box 143, Macomb, IL 61455  
Description of Work: Transporting rock salt from terminal to purchaser
- Subcontractor Name: Beelman Logistics, LLC  
Amount to Be Paid: To be determined  
Address: 3020 E. 104<sup>th</sup> St., Chicago, IL 60617  
Description of Work: Transporting rock salt from terminal to purchaser



# Memorandum

**To:** Village President and Village Board of Trustees  
**Cc:** Steve Bosco, Village Administrator  
**From:** Natalie Stevens, Community and Board Relations Coordinator  
**Date:** November 16, 2023  
**Re:** 2024 Annual Village Board, C.O.W., Plan Commission, and Trustee Committee Meeting Schedules

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Attached for approval are the Annual Meeting Schedules for the North Aurora Village Board and Committee of the Whole (C.O.W.) meetings, the Plan Commission meetings, and Trustee Committee meetings for the 2024 calendar year.

As noted on the Village Board meeting schedule, there are two instances when a Village Board meeting falls on a Village observed holiday being New Year's Eve (observed on January 1) and Labor Day (September 2) where the Village Hall is closed. In these instances there will be no Village Board/C.O.W. meeting scheduled, resulting in just one meeting for January and September. There is one instance where Plan Commission falls on a Village observed holiday, being New Year's Day (observed on January 2). In this instance there will be no Plan Commission meeting for January.

Also attached for approval are the 2024 Annual North Aurora Days Committee Meeting Schedule and the 2024 Beautification Committee schedule. The November North Aurora Days Committee meeting falls on Monday, November 11, being Veterans Day, and as such there will be no committee meeting held.

A change was also made to the start time of Beautification Committee meetings. This had been discussed previously by the committee and given the length of discussion that often times spills over into the regularly scheduled Village Board meeting, it was determined starting the meeting at 5:00 pm instead of 6:00 pm would be beneficial.

The 2024 meeting schedules for all meetings must be approved by January 1, 2024 and posted at the Village Hall and on the Village's website.

The Board discussed the 2024 meeting schedules at the November 6, 2023 Committee of the Whole meeting and had no changes.



# VILLAGE OF NORTH AURORA

**Holiday - Village Hall  
Closed No Meetings**

## 2024 ANNUAL MEETING SCHEDULE

### Village Board / C.O.W. / Plan Commission Meetings

Village Board & Committee of the Whole Meetings 1 <sup>st</sup> & 3 <sup>rd</sup> Mondays of each month - 7:00 pm			Plan Commission Meetings 1 <sup>st</sup> Tuesday of each month - 7:00 p.m.	
	1st Monday	3rd Monday	(unless otherwise noted)	
January	<b>1</b> (None - New Year's Day)	<b>15</b>	January	<b>2</b> (none - New Year's Day)
February	<b>5</b>	<b>19</b>	February	<b>6</b>
March	<b>4</b>	<b>18</b>	March	<b>5</b>
April	<b>1</b>	<b>15</b>	April	<b>2</b>
May	<b>6</b>	<b>20</b>	May	<b>7</b>
June	<b>3</b>	<b>17</b>	June	<b>7</b>
July	<b>1</b>	<b>15</b>	July	<b>2</b>
August	<b>5</b>	<b>19</b>	August	<b>6</b>
September	<b>2</b> (None - Labor Day)	<b>16</b>	September	<b>3</b>
October	<b>7</b>	<b>21</b>	October	<b>1</b>
November	<b>4</b>	<b>18</b>	November	<b>5</b>
December	<b>2</b>	<b>16</b>	December	<b>3</b>

**All Village Board and Committee of the Whole (C.O.W.) Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise. C.O.W. Meetings immediately follow the Village Board Meeting.**





# VILLAGE OF NORTH AURORA

\*Holidays  
Village Hall Closed  
No Meetings

## 2024 COMMITTEE MEETING SCHEDULE

Committee	Meeting Days	Meeting Time	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
<b>NORTH AURORA DAYS</b> Mark Gaffino - Chairman	2nd Monday of each month	6:00 p.m.	8	12	11	8	13	10	8	12	9	14	11 (Veterans Day)	9
<b>BEAUTIFICATION</b>	3rd Monday Quarterly	5:00 p.m.	15			15			15			21		

All Committee Meetings will be held at the North Aurora Village Hall, 25 E. State St., North Aurora, IL unless posted otherwise.

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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** 950 ICE CREAM DRIVE SUBSTANTIAL COMPLETION  
**AGENDA:** NOVEMBER 20, 2023 REGULAR VILLAGE BOARD MEETING

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**ITEM**

A Resolution Acknowledging Substantial Completion Triggering the One-Year Maintenance Period and Reduction of the Surety for Public Improvements for the Building Located at 950 Ice Cream Drive (Formerly 840 Ice Cream Drive)

**DISCUSSION**

The building on the north side of Ice Cream Drive developed by Transwestern was approved in 2021 (ORD 21-08-16-04). The building is now substantially complete. As such, the developer is requesting the reduction of the development security from \$1,560,253.27 to \$260,042.20 as determined by the Village Engineer. This will begin the one-year maintenance period.

VILLAGE OF NORTH AURORA

RESOLUTION No. \_\_\_\_\_

**RESOLUTION ACKNOWLEDGING SUBSTANTIAL COMPLETION  
TRIGGERING THE ONE-YEAR MAINTENANCE PERIOD  
AND REDUCTION OF THE SURETY FOR PUBLIC IMPROVEMENTS FOR THE  
BUILDING LOCATED AT 950 ICE CREAM DRIVE (FORMERLY 840 ICE CREAM  
DRIVE)**

**WHEREAS**, Transwestern Development Company, LLC (the “Developer”) has substantially completed the public improvements associated with the Industrial Building located at 950 Ice Cream Drive, formerly 840 Ice Cream (the “Public Improvements”); and

**WHEREAS**, the Developer has requested that the Village acknowledge substantial completion of the Public Improvements, authorize a reduction of the associated surety to the one-year maintenance amount, and trigger the beginning of the one-year maintenance period; and

**WHEREAS**, WBK Engineering, LLC, the Village engineers overseeing the Development (the “Village Engineer”), confirms the substantial completion of the public improvements, has created a one-year maintenance punchlist and recommends initiation of the one-year maintenance period.

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees of the Village of North Aurora, as follows:

1. Recital set forth above and incorporated herein as the material findings of fact of the President and the Board of Trustees.
2. The Village hereby acknowledges substantial completion of the Public Improvements.
3. The surety for the Public Improvements is hereby authorized to be reduced from \$1,560,253.27 to \$260,042.20 as determined by the Village Engineer.
4. The one-year maintenance period shall begin from and after the passage and approval of this Resolution, during which time the Developer shall complete any punchlist items identified by the Village Engineer and satisfy all of the one-year maintenance obligations established by the North Aurora Code as a condition of acceptance of the Public Improvements, which acceptance and release of cash surety must be approved by the North Aurora Village Board after the one-year maintenance obligations have been satisfied.
5. This Resolution shall take immediate force and effect from and after its passage and approval as provided by law.

Presented to the Board of Trustees of the Village of North Aurora, Kane County, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023, A.D.



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## VILLAGE OF NORTH AURORA BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR  
**SUBJECT:** 40 MONROE DEMOLITION BID APPROVAL  
**AGENDA:** NOVEMBER 20, 2023 REGULAR VILLAGE BOARD MEETING

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### ITEM

Approval of a bid from Fox Excavating, Inc. in the amount of \$27,500 for the demolition of 40 Monroe St.

### DISCUSSION

A total of four (4) different companies attended the mandatory pre-bid meeting on November 2, 2023, for the demolition of 40 Monroe Street. On November 9, 2023, the Village opened bids for the project. Of those four (4) companies, three (3) submitted bids for the demolition project.

Bid Results:

Company	City, State	Bid Amount
Fox Excavating, Inc.	Batavia	\$27,500
Fowler Enterprises, LLC	Elgin, IL	\$29,800
Midwest Excavators	Wasco, IL	\$48,500

The scope of work includes the demolition and removal of the residential building and removal and disposal of all on-site improvements and debris. The contractor is responsible for coordinating the demolition schedule and minimizing any impacts on neighboring properties. The project shall be fully completed within sixty (60) days of the date of award by the Village.

Staff is requesting Board approval for the awarding of a bid to Fox Excavating, Inc for the demolition of 40 Monroe Street at a price of \$27,500.

**Contract for Demolition and Restoration of 40 Monroe Street**

**THIS AGREEMENT**, made and concluded this 20<sup>th</sup> day of November, 2023, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Fox Excavating, Inc. an Illinois Corporation (hereinafter referred to as “Contractor”) for **Demolition and Restoration of 40 Monroe Street.**

**WHEREAS**, the Village advertised for bids for the Demolition and Restoration of 40 Monroe Street services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

**WHEREAS**, Contractor submitted a bid for the Services in the amount of **Twenty Seven Thousand Five Hundred and 00/100 dollars (\$27,500.00)** in response to the request for bids advertised by the Village, a copy of which bid is attached hereto and incorporated herein.

**WHEREAS**, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on **November 20, 2023.**

**NOW THEREFORE**, in consideration of Twenty Seven Thousand Five Hundred and 00/100 dollars (\$27,500.00) to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for Demolition and Restoration of 40 Monroe Street, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

6. The Contractor shall supply a payment bond and surety in form acceptable to the Village before performing the Services.

7. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against claims or liabilities arising from a failure to comply.

8. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

**IN WITNESS WHEREOF**, the said parties have executed these presents on the date above mentioned.

**Village of North Aurora**

---

By: Mark Gaffino, Village President

**Fox Excavating, Inc.**

---

Signature

---

Printed Name, Title



**Exhibit A: Bid Specifications**



Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

## BID SPECIFICATIONS

PROJECT:

DEMOLITION AND RESTORATION OF 40 N. MONROE STREET

MANDATORY PRE-BID MEETING:

NOVEMBER 2, 2023, 10:00 A.M.

BID OPENING:

NOVEMBER 9, 2023, 10:00 A.M.

LOCATION:

VILLAGE HALL, 25 E. STATE ST., NORTH AURORA 60542

CONTACT:

NATHAN DARGA, COMMUNITY DEVELOPMENT DIRECTOR,  
(331) 385-6171 or [ndarga@northaurora.org](mailto:ndarga@northaurora.org)

LEGAL NOTICE  
INVITATION TO BID  
DEMOLITION AND RESTORATION OF 40 N. MONROE STREET

Sealed bids for the demolition and restoration of 40 N. Monroe Street will be received at the Village of North Aurora, Attn: Nathan Darga, Community Development Director, 25 East State St., North Aurora, IL 60542, until 10:00 a.m. on the 9<sup>th</sup> of November, 2023. Bids will be publicly opened and read aloud at the above stated time and place. The bid packet will be available for download at the Village's website [\[Link\]](#) or can be picked up at 25 E. State St., North Aurora, IL 60542.

**There will be a mandatory pre-bid meeting held on Wednesday, November 2, 2023 at 10:00 a.m. at the North Aurora Village Hall. All bidders will need to be in attendance in order to bid on this project. There will be an opportunity to access the subject property directly after the pre-bid meeting.**

Contractor must comply with Prevailing Wage Act. The Village of North Aurora reserves the right to reject any or all bids and to waive any informalities in bidding. The bid will be awarded to the lowest, responsible bidder as determined by the Village of North Aurora.

Village of North Aurora  
Nathan Darga, Economic Development Director  
25 E. State St., North Aurora, IL 60542

**Village of North Aurora**  
**Bidding Specifications for the Demolition and Restoration of 40 N. Monroe St.**  
**\*THIS IS A PREVAILING WAGE PROJECT\***

**1. AWARD OF CONTRACT**

The Village will consider the bids submitted in the proposal and reserves the right to accept or reject any or all bids and to accept the bid deemed most advantageous to the Village.

**2. SCOPE OF WORK**

A. The work under this Contract is for demolition and restoration on the property located at 40 N. Monroe Street, North Aurora, IL.

B. The Work under this Contract includes the demolition and removal of the two-family residence and detached garage, including above or below grade footings and foundation associated with the buildings; removal and disposal of all on-site improvements and debris; removal and disposal of any remaining building contents; removal and disposal of certain bushes, brush and trees; disconnection of all utilities; backfilling; and final grade preparation.

**3. TIME FOR COMPLETION**

The work which the Contractor is required to perform under this Contract, shall be commenced at the time stipulated by the Village to the Contractor. The project shall be fully completed within sixty (60) days of the date of award by the Village.

**4. PROSECUTION AND PROGRESS**

The work under this Contract shall be prosecuted with such forces and equipment as are necessary to insure completion of all work within the time provided.

**5. PERMITS AND NOTIFICATIONS**

A. The Contractor shall procure and pay for all the permits necessary to carry out the work, including those necessary while the streets or alleys are obstructed either by operations or by the storage of equipment or materials.

B. The Contractor shall notify the various public utility companies to disconnect and remove such of their facilities as may be in the buildings or serving them sufficiently in advance of beginning of razing operations to allow the utilities to make their disconnections.

**6. RESPONSIBILITIES OF CONTRACTOR**

A. Except as otherwise specifically stated in the Contract Documents and Detailed Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees, or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract within the specified time. The Contractor shall employ only competent, English-speaking foremen and experienced labor to execute the work included in the Contract.

B. The Contractor is responsible for complying with all State and local laws.

## **7. INSURANCE**

A. The Contractor shall not commence work under this Contract until all insurance required under this heading has been obtained. Contractors shall maintain sufficient insurance to protect the interests of the property owner and the community during the performance of any work undertaken in the Village. All insurance must be placed with financially responsible companies that are authorized under the insurance laws of Illinois and to do business in the State of Illinois. Minimum coverage shall include the following types of insurance in the following amounts:

1. General Liability: \$1,000,000 per occurrence, \$2,000,000 general aggregate;
2. Auto Liability: \$1,000,000 Combined Single Limit for any auto that will be on the job site;
3. Workers Compensation: Statutory coverage with employers liability limits of no less than \$500,000/\$500,000/\$500,000;
4. Pollution Liability: \$1,000,000; and
5. Umbrella Liability: \$1,000,000

B. Prior to awarding the bid, insurance coverage shall be verified by submittal of a valid certificate from the contractor's insurance agent listing the Village as an additional named insured and a certificate holder and requiring the village to receive notice of cancellation or lapse of insurance within thirty (30) of such cancellation or lapse.

## **8. COMMUNICATIONS**

A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Village), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office.

C. All papers required to be delivered to the Village shall, unless otherwise specified in writing to the Contractor, be delivered to Community Development Department at 25 S. State Street, North Aurora, Illinois, and any notice to or demand upon the Village shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Village at such address, or to such other representatives of the Village or to such other address as the Village may subsequently specify in writing to the Contractor for such purposes.

D. Any such notice shall be deemed to have been given as of the time of actual delivery of the mail, or in the case of telegrams, at the time of actual receipt as the case may be.

## **9. HOURS OF OPERATION**

Contract work shall be limited to the hours between 7:00 a.m. and 9:00 p.m. Monday through Saturday and 8:00 a.m. and 6:00 p.m. on Sunday. Site mobilization, staging, preparation and general site maintenance shall also be limited to the hours of operation.

## **10. SITE AND CONDITION OF PREMISES**

A. Once notice to proceed has been issued by the Village to commence work, the buildings, structures and their surroundings shall be under the custody of the Contractor.

B. Visit site to verify conditions. Accept premises as found. Confine operation to premises of structures being removed.

C. The property is vacant, and the condition of the building is beyond the Village's control. The Village disclaims any responsibility that the representations made by the Village regarding conditions or quantities of materials will remain as they were when reviewed by the bidders or contractors, during the bidding period, prior to the award of contract, or during the course of the work. The Village disclaims any responsibility for any such changes. The Village disclaims any responsibility for any subsurface conditions, objects or materials which may not be readily apparent but which must be removed in accordance with the specifications.

#### **11. PROTECTION OF PUBLIC**

The Contractor shall take appropriate and adequate measures to protect the public from demolition and debris-removal operations. As necessary, the work site shall be fenced in such a manner that the public is effectively excluded from dangerous or hazardous areas created by the Contractor's operations.

#### **12. PROTECTION OF RIGHT OF WAY**

A. Pedestrian and vehicular traffic shall be maintained on the streets adjacent to the premises through the life of this Contract. Perimeter sidewalks may be closed, with permission of the Village. The public sidewalks and curbs that may serve as access for the heavy equipment shall be planked with suitable timbers to preclude any damages to said sidewalk and curbs.

B. Any damage to public streets, sidewalks, alleys, and curbs shall be repaired or replaced with concrete at the expense of the Contractor in accordance with the Village of North Aurora Subdivision Control Ordinance amended to date. Where the use of these public pathways are required for demolition operations, splash boards or deflector panels shall be erected and warning signs placed at appropriate locations to protect the general public.

#### **13. PROTECTION OF UTILITIES**

A. The Contractor shall, at least forty-eight (48) hours in advance of beginning demolition work on the project site, notify Commonwealth Edison, Nicor and AT&T of intent to do so, in order that they may provide the Contractor with proper information and direction concerning electric power, natural gas, and telephone services existing on or in the demolition site. The Contractor, through the above contacts with said utilities, shall verify that any and all such existing services are properly abandoned, cut off, or protected before demolition operations commence so personnel and the public are protected from potential hazards or inconveniences caused by accidental disruption of such utility services. The contractor shall notify JULIE at least three (3) work days prior to commencement of work.

B. The sanitary sewer service shall be removed back to the main. The service shall be abandoned according to the Fox Metro Water Reclamation District Sanitary Sewer Service Abandonment detail. A copy of the detail is available upon request.

C. The water service shall be removed back to the main and capped. The corporation stop shall be turned off and capped or plugged. If there is an issue with the corporation leaking or not sealing, it must be removed and sleeved with a repair clamp rated to AWWA C230. The buffalo box shall be removed. The service line is presumed to be lead.

#### **14. EROSION CONTROL**

Silt fencing shall be provided where needed during demolition to prevent the erosion and washing away of the earth. Contractor shall protect all catch basins, or public storm sewer inlets, located near the site from possible contaminated runoff of soil and/or demolition materials.

#### **15. DISPOSAL OF DEMOLITION WASTES**

A. All waste building materials generated by the demolition operations, shall be disposed of by the Contractor at a disposal site properly licensed by the State of Illinois, and all handling, recording, transporting and final disposal of such material shall comply with Title 35 of the Illinois Administrative Code, Subtitle G, as well as and any other applicable laws or codes. Open burning of wood wastes or any other type of material is not permitted within the Village limits by Village ordinance. Building demolition wastes may not be accepted at the locally-operated solid waste disposal site, and the Village does not have any other site available for disposal of this type of waste, so the Contractor shall make its own arrangements for the use of privately owned site(s) for disposal of the project wastes; the Village assumes no responsibility for providing an acceptable disposal site.

B. The Village is discharged from any liability related to the demolition and disposal of debris and the Contractor will indemnify the Village for direct and contingent liabilities associated with the Contractor's actions and/or omissions pursuant to Contractor's work and obligations.

#### **16. ASBESTOS**

A. A planned demolition asbestos inspection was conducted on October 9, 2023 by a licensed inspector from Forensic Analytical Consulting Services. The FACS inspector identified seventeen (17) suspect asbestos-containing materials during the inspection of the site. Laboratory results indicated that three (3) of the materials sampled: tape found on round duct work in the basement; window glaze found on the old-style windows, in the upper apartment bathroom and office, and in the basement; and tape found on rectangular duct work in the basement were all found to be asbestos-containing.

B. The Contractor shall follow all federal and state regulations for the removal of any asbestos containing material from the property. A copy of the asbestos report shall also be maintained on site during the demolition process.

#### **17. BACKFILLING**

A. The former building footprint must be backfilled to grade and consist of granular imported fill that can be compacted to form a suitable surface for vehicle traffic. The fill material must be deposited in 12 inch layers and compacted before placing the succeeding layer. The final layer shall be base coarse gravel or other material suitable for vehicle traffic. Fill to existing grades and grade to drain to the adjacent street to the east.

B. Restore rutted grass surfaces with topsoil and grass seed. Any other fill materials must be approved by the Superintendent of Public Works or his designee. A minimum six inch layer of topsoil shall be spread prior to the seeding or sodding of the property shall be properly watered until grass surface has been established.

#### **18. CLEANING**

A. All streets, alleys, sidewalks, or public places adjacent to any building or buildings shall be maintained in a litter-free condition throughout the life of this Contract. If areas are not kept clean, the Village reserves the right to have areas cleaned and deduct cost of cleaning from monies due to the Contractor.

B. When hauling debris, material shall be covered and/or hosed down with water to eliminate falling debris, dirt, dust, etc., Contractor shall be responsible for providing water source.

C. Do not store or permit demolished materials and equipment to accumulate on site. Remove demolished materials, equipment and debris resulting from demolition operations as it accumulates.

D. If Contractor does not remove rubbish as specified above, the Village reserves the right to have work done by others at Contractor's expense.

E. Do not allow uncontrolled runoff or release from the site of any liquids, excepting clear water that may be directed toward storm sewer inlets and assure all released clear water does not contain suspended solids or dissolved contaminants in violation of the Villages NPDES Stormwater Permit.

#### **19. WARRANTY**

Repairs and replacement required because of defective work by Contractor shall be at Contractor's expense.

#### **20. BID BOND**

If the bidder's proposal for the project is equal to or greater than \$10,000, a bid bond or certified check in the amount of five percent (5%) of the bidder's proposal will be required. No bid bond will be required if the proposal for the project is less than \$10,000.



Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

**BIDDER'S DOCUMENT:**

Bid will be awarded to the lowest total bid amount, pending compliance with instruction to the bidder's document and satisfactory references. The Village also reserves the right to reject any and all bids.

**I. BIDDING COMPANY CONTACT INFORMATION**

Company Name Fox Excavating Inc  
Company Address 1305 S. River St., Batavia  
Contact Name Gary Martin  
Contact Address 1305 S. River St., Batavia  
Contact Phone # 630/669-6869  
Contact Email gmartin@foxdig.com

**II. DEMOLITION AND RESTORATION BID:**

I HAVE READ THE SCOPE PROVIDED IN THIS BID DOCUMENT ALONG WITH ALL ASSOCIATED APPENDICES AND AGREE TO PERFORM ALL OF THE WORK IDENTIFIED TO SUCCESSFULLY COMPLETE THE DEMOLITION AND RESTORATION OF 40 N. MONROE STREET.

STIPULATED SUM BID PRICE:

\$27,500<sup>00</sup>

(USE NUMERALS)

Twenty Seven Thousand Five Hundred & no/100

(USE WORDS)

AND WILL HOLD THE ABOVE PRICING FOR A PERIOD OF 90 DAY'S FROM THE DATE OF THE BID OPENING.

I \_\_\_\_\_ VERIFY THAT I AM AUTHORIZED TO  
PROVIDE ABOVE PRICING ON BEHALF OF \_\_\_\_\_

SIGNATURE [Signature] DATE 11/8/23

III. **BID BOND**

The bidder has attached a bid bond or certified check in the amount of five percent (5%) of the proposal.

IV. **BIDDER ELIGIBILITY CERTIFICATION**

Public Act 85-1295 (Illinois Revised Status, 1987, Chapter 38, Article 33E) requires that all the contractors bidding for public agencies in the State of Illinois certify that they are **not** barred from bidding on public contracts for bid rigging or bid rotation.

Following certifications must be signed and submitted with bidder's bid proposal.

**FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BIDDER**

Name of Contractor Fox Excavating Inc. as part of its bid on a contract for the **demolition and restoration of 40 N. Monroe Street** for the Village of North Aurora IL 60542 hereby certifies that the said contractor is not barred from bidding on the aforementioned contract as a result of a violation either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Status.

Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

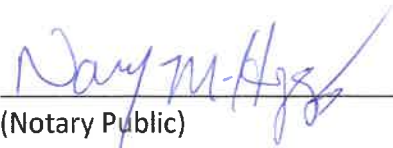
Firm Name: Fox Excavating Inc

Address: 1305 S. River St.  
Batavia, IL 60510

Officer:   
(Signature of Officer)  
Title: Gary Martin, President

Subscribed and Sworn before me

This 8<sup>th</sup> Day of November 2023

  
(Notary Public)



Fox Excavating  
1305 S. River St.  
Batavia, IL 60510

APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

The Village of North Aurora's Responsible Bidder Requirement, passed via a resolution in 2009, requires bidders on public works projects that are subject to the Illinois Prevailing Wage Act and cost \$25,000 belong to an apprenticeship or training program(s) approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. Please provide the name of the apprenticeship or training program(s) approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training below.

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The requirements of this certification and disclosure are a material part of the contract, and the bidder shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Village at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors.



Name



Company

Date

11/8/23

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

June 8, 2023

Fox Excavating, Inc.  
1305 S River Street  
Batavia, IL 60510

Re: Proof of Compliance with 30 ILCS 500/30-22(6)  
Our File No. MI-00321

Dear Sir or Madam:

At the request of Fox Excavating, Inc, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Fox Excavating, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO  
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund*

*Winnington, Illinois*

*For the Trade — Operating Engineer (Heavy Equipment Technician)*

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

*May 5, 2002*

*Date Revised June 21, 2011*

*Registration No.*

*IL012020003*



*Walter J. Solis*  
*Secretary of Labor*

*Ann V. Hall*  
*Administrator, Office of Apprenticeship*



# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
For the Trade — Operating Engineer*

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



*December 31, 1978*  
Dale Revised June 23, 2011

Registration No. IL008780173

*William F. Solis*  
Secretary of Labor  
*Ad V. Lull*  
Administrator, Office of Apprenticeship



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brandon Tonarelli, Assistant Public Works Director / Village Engineer

Date: November 6, 2023

Re: Approval to Waive Bids to perform Well #6 Rehabilitation and Maintenance

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The Village's Well #6 is due to have the pump and motor pulled for inspection and preventative maintenance. Deep well pumps and motors are recommended to be pulled for inspection and maintenance every 8-10 years. Well #6 was last inspected in 2012. The scope of work of the pump and motor maintenance and rehabilitation project includes evaluating the Byron Jackson submersible motor, Byron Jackson 15 stage pump, the submersible electrical cable, and the column pipe. Although we will not know the actual condition of the pump, motor, cable and column pipe until Layne mobilizes and pulls this equipment from the well, we anticipate that most of these components can be normally serviced and put back into operation with the exception of possibly some of the older column pipe and pump.

Staff is requesting the waiving of bids for the Pump and Motor Rehabilitation and Maintenance project. There are three reasons that staff is requesting this action. The first reason is because the Byron Jackson motors used in our wells contain mercury seals. Layne Christensen is the only Byron Jackson manufacturing representative in Illinois specifically trained and certified with mercury sealed motors in this area (see attached letter from Flowserve). Secondly, they have experience constructing and working on all the wells within the Village, including previously performing maintenance on Well #6. We also have a Professional Services Agreement (PSA) with Layne which allows the village a 5% reduction in labor costs and a 10% reduction on

special services they provide. The PSA was approved at the May 15, 2023, Village Board Meeting.

The Village Board previously approved the same request of waiving bids and awarding to Layne for the pump and motor rehabilitation projects at Well #4 and Well #5. Since they are the sole representative in Illinois and have experience working on our motors and pumps, staff is requesting a waiver of bids.

The base cost of the pump and motor rehabilitation is estimated to cost \$357,320.20. The estimated quantities were based off the recent quantities and type of work that was necessary on Well #5. When the equipment is pulled from the well and inspected, Layne provides a recommendation report which is then reviewed by Village Staff to determine the necessary work. The final cost is determined by the actual quantities and pay items used on the Base and Alternate Schedule of Prices in the contract.

An Alternate Item that would likely be chosen if the pumping assembly needs to be replaced is a shop-built version instead of the factory-built version due to the very long lead times on the factory-built pump assembly. The shop-built is \$9,894 more, however the lead times are generally six months shorter. Staff recommends including this item in the not to exceed amount for this work.

The current budget has \$270,000 allocated for this work. Labor cost and the cost of the equipment has risen since the project was budgeted, additionally a replacement pumping assembly was included in the estimated cost due to the experience with Well #5 and Well #6 has seen a decline in production. Staff is recommending waiving of competitive bids for the pump and motor rehabilitation and maintenance project and awarding a contract to Layne Christensen Company in the amount not to exceed of \$370,000.



**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**WELL 6 MAINTENANCE PROJECT**

Required For Use By: Public Works Department

**VILLAGE OF NORTH AURORA**

North Aurora, Illinois 60542

➤ **CONTRACTOR'S CERTIFICATION - PROPOSAL - PAGE #17**

**\*\* MUST BE EXECUTED AND NOTARIZED \*\***

➤ **ALL SIGNATURES TO BE SWORN BEFORE A NOTARY PUBLIC**

➤ **ALL INSURANCE REQUIREMENTS MUST BE MET**

CONTRACT PERIOD:

November 2023- March 2024

Issued by:

Public Works Department  
Village of North Aurora, Illinois  
25 East State Street  
North Aurora, Illinois 60542  
(630) 897-8228



Layne Christensen Company  
721 W. Illinois Avenue  
Aurora, IL 60506

630/897-6941  
graniteconstruction.com

October 27, 2023

Mr. Brandon Tonarelli, Village Engineer  
Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

RE: Well 6 Maintenance Project Contract

Mr. Tonarelli:

Layne Christensen Company is pleased to submit our proposal for the subject project. This letter and attachment are included as part of Layne's contract application.

Layne takes exception to the following under the contract's *I. General Conditions*:

- C. Policy and Amendments / 7. Subrogation
- C. Policy and Amendments / 9. Assumption of Liability
- C. Policy and Amendments / 12. Indemnity Hold Harmless Provision

Instead, Layne proposes utilizing the Indemnity and Liability provisions provided in the Village's current Layne Christensen Company Professional Services Agreement (PSA) of May 17, 2023. Specifically, the PSA's Item 10.

A letter from the Byron Jackson manufacturer, Flowserve, is attached certifying Layne's factory training on Byron Jackson equipment.

The following are clarifications for specific bid items:

- Bid Item 6 *Perform Air Burst Rehabilitation of Well Formation*  
Layne does not utilize the well redevelopment method named Air Burst. Instead, Layne performs this type of operation with Bore Blast using nitrogen gas propellant as opposed to air. Layne's proposed does not include any other chemical in Bore Blast process other than Sodium Hypochlorite listed in Item A of the Special Provisions.
- Bid Item 11 *Furnish 1-1/2 Inch PVC Carrier Pipe For Level Transducer*  
Layne's price is for 1-1/4" PVC bell end pipe.
- Bid Item 20 *Furnish a 10" Diameter by 2'-6" Long Stainless Steel Pipe with Ends.....*  
Layne price is for a 3' long stainless bowl discharge nipple with 10" steel coupling.
- Alternat Bid Item G *Furnish New (Shop-Built) Byron Jackson/Flowserve Pumping Assembly*  
There is no Factory Test included for the Shop-Built bowl assembly.

Layne Christensen Company

  
William Balluff, P. E.  
WRD Account Manager

## **I. GENERAL CONDITIONS**

### **1. DEFINITIONS**

The following words and phrases, as used herein, shall have the meaning ascribed to them, as follows:

A. **CONTRACTOR** shall mean:

Layne Christensen Company

721 W. Illinois Avenue

Aurora, IL 60506

B. **VILLAGE** shall mean the Village of North Aurora, Kane County, Illinois, an Illinois Municipal Corporation.

### **2. PREPARATION AND SUBMISSION OF PROPOSAL**

The Contractor must submit his/her proposal on the forms furnished by the Village of North Aurora. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or a duly authorized officer, attested to by the Corporate Secretary, of a Corporation. The proposal is contained in these documents and must remain attached thereto when submitted. All signatures and spaces are to be completed in ink or typewritten, where applicable. Prices/costs shall be in United States dollars. **The following documents shall be executed at the time of submission of a proposal:**

- **PROPOSAL PAGES #14-16**
- **CONTRACTOR'S CERTIFICATION PROPOSAL - PAGE #17**
- **CONTRACTOR PROPOSAL AGREEMENT PAGE #18**
- **APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION PAGE #19**

### **3. EQUIVALENT PRODUCTS**

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the Contractor proposes to furnish the item as identified. If the Contractor proposes to furnish an "equal" item, the proposed "equal" item must be so indicated in the proposal. The Village shall be the sole determiner of the equivalence of the substitute offered.

### **4. COMPLIANCE WITH OSHA STANDARDS, THE AMERICANS WITH DISABILITIES ACT, VILLAGE ORDINANCES AND STATE LAWS**

The equipment supplied to the Village of North Aurora must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

Each contracting agency shall ensure that every contract to which it is a party shall comply with all relevant aspects of the Americans with Disabilities Act.

The Contractor shall fully comply with all provisions of the (820 ILCS 130/0.01) *Illinois Prevailing Wage Act* (Ill. Rev. Stat. Ch. 48, Sects 39s-1-12), (30 ILCS 570/)the *Illinois Preference Act* (Ill. Rev. Stat. Ch. 48, Sects. 2201-2207), and the (820 ILCS 265/) *Substance Abuse Prevention on Public Works Projects Act* wherein the Act provides that no employee of the contractor or subcontractor working on this project may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. Additionally, the contractor is to maintain at all times and provide a copy upon request of a written program which meets or exceeds the program requirements of this Act.

The Contractor shall strictly comply with all applicable Federal, State, and Local laws, ordinances, rules, regulations and applicable standards for the duration of the Village's working relationship with the Contractor.

Any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

## **5. MATERIAL INSPECTION AND RESPONSIBILITY**

The Village shall have a right to inspect any material to be used in carrying out this contract. The Village does not assume any responsibility for the availability of any materials and equipment required under this contract.

## **6. TOXIC SUBSTANCES**

Successful Bidder shall notify the Village of, and provide material safety data sheets for all substances used or supplied in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

Materials, components, or completed work not complying therewith, may be rejected by the Village and shall be replaced by the successful Bidder at no cost to the Village. Any materials or components rejected shall be removed within a reasonable time from the premises of the Village at the expense of the successful Bidder.

## **7. PRICE REDUCTIONS**

If at any time after a contract is awarded the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the Village at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Village Administrator of such reduction by letter. Failure to do so may result in termination of the contract.

## **8. TERMINATION OF CONTRACT**

- A. The Village may, by written notice of default to the successful Bidder, terminate the whole or part of this contract in any one of the following circumstances:
1. If the successful Bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or fails to provide the supplies or to perform the service at the exact price accepted by the Village (and any charges for contract changes mutually agreed to by the Village and the successful Bidder); or
  2. If the successful Bidder fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within such period of time as the Village Administrator may direct in writing.
  3. If it is determined that successful Bidder knowingly falsified information provided to the Village.
  4. If it is determined that successful Bidder offered substantial gifts or gratuities to a Village official, employee, or agent whether in their official capacity or not.
  5. Any order is entered in any proceeding against the successful Bidder decreeing the dissolution of the successful Bidder and such order remains in effect for sixty (60) days.
  6. The successful Bidder shall apply to any tribunal for the appointment of a trustee or receiver of any part of the assets of the successful Bidder, or commence any proceedings relating to the successful Bidder under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or other liquidation law of any jurisdiction, or any such application shall be filed, or any such proceedings shall be commenced, against the successful Bidder, and the successful Bidder indicates its approval, consent or acquiescence, or an order shall be entered appointing such trustee or receiver or adjudicating the successful Bidder bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for sixty (60) days.
- B. In the event the Village terminates this contract in whole or in part as provided in Paragraph (A) of this clause, the Village may procure, upon such terms in such manner as the Village Administrator may deem appropriate, supplies or services similar to those so terminated, and the successful Bidder shall be liable to the Village for any excess costs for such similar supplies or service, provided that the successful Bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

## **9. EQUAL EMPLOYMENT OPPORTUNITY**

Each contracting agency shall ensure every contract to which it is a party shall contain the following clause.

### **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of the Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and

such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from the military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, pregnancy, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations.

If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such act and rules and regulations, the contractor will promptly so notify the department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the department's rules and regulations, furnish all relevant information as may from time to time be requested by the department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be

ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **SUBCONTRACTS**

Each public subcontractor shall in turn include the equal employment opportunity clause set forth within these rules and regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

### **CONTRACTS OR SUBCONTRACTS WITH RELIGIOUS ENTITIES**

The requirements of the equal employment clause set forth above with respect to non-discrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

## **10. INSURANCE SPECIFICATIONS**

- A. The Contractor **shall not commence work** under the contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village.
- B. The Contractor shall maintain limits no less than:

<b><u>TYPE OF INSURANCE</u></b>	<b><u>MINIMUM INSURANCE COVERAGE</u></b>
<b><u>COMMERCIAL GENERAL LIABILITY</u></b>	
1. Comprehensive Form	<b>COMBINED SINGLE LIMIT PER OCCURRENCE</b>
2. Premises - Operations	<b>FOR BODILY INJURY AND PROPERTY</b>
3. Explosion & Collapse Hazard	<b>DAMAGE \$1,000,000</b>
4. Underground Hazard	
5. Products/Completed Operations Hazard	<b>PERSONAL INJURY PER OCCURRENCE</b>
6. Contractual Liability Coverage Included	<b>\$1,000,000</b>
7. Broad Form Property Damage - construction projects only.	
8. Independent contractors	<b>GENERAL AGGREGATE \$2,000,000</b>
9. Personal Injury	
<hr/>	
Business Automobile Liability	<b>COMBINED SINGLE LIMIT PER OCCURRENCE</b>
Any Auto, Owned, Non-Owned	<b>FOR BODILY INJURY AND PROPERTY DAMAGE</b>
Rented/Borrowed	<b>\$1,000,000</b>
<hr/>	
Worker's Compensation and Occupational Diseases	<b>STATUTORY LIMIT</b>
<hr/>	
Employer's Liability Insurance per Occurrence	<b>\$1,000,000</b>
<hr/>	

Coverage shall be at least as broad as (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village, its trustees, officials, and employees named as additional insured on a ISO Additional Insured Endorsement form CG2010 or CG2026; Primary and non-contributory ISO Endorsement: CG2001 04 13; and the Village of North Aurora named as Cancellation Notice Recipient (2) if requested, Owners and Contractors Protective Liability policy with the Village named as insured; (3) Insurance Services Office Business Auto Liability form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto"; and (4) Workers Compensation as required by the Labor Code of the State of Illinois and Employers' Liability

insurance. Owners, partners, and officers of the contractor must be covered by Workers Compensation Coverage if they are participating in the project.

Insurance coverages shall be primary as respects VILLAGE, its officials, agents, employees and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

The Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements effecting coverage required prior to commencement of any work. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and shall be in a form acceptable to the Village. The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. VILLAGE shall be endorsed to the policies as a Cancellation Notice Recipient. Such notice shall be addressed as shown in the heading of the endorsement.

- C. In the event of accidents of any kind, the successful Bidder shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officials, agents, employees, and volunteers; or the successful Bidder shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

## 11. INSURANCE POLICY(S) ENDORSEMENT

*SHALL BE PROVIDED PRIOR TO THE COMMENCEMENT OF WORK.*

VILLAGE OF NORTH AURORA ("The Village")  
25 East State Street  
North Aurora, Illinois 60542

### A. POLICY INFORMATION.

- 1. Insurance Company \_\_\_\_\_
- 2. Policy Number \_\_\_\_\_
- 3. Policy Term: (From) \_\_\_\_\_ (To) \_\_\_\_\_
- 4. Endorsement Effective Date \_\_\_\_\_
- 5. Named Insured \_\_\_\_\_
- 6. Address of Named Insured \_\_\_\_\_
- 7. Limit of Liability Any One Occurrence/  
Aggregate \$ \_\_\_\_\_



8. Deductible or Self-Insured Retention (Nil unless otherwise specified)  
\$ \_\_\_\_\_

**B. VERIFICATION OF COVERAGE**

When required on Page 1 of these Specifications, the successful Bidder or Bidders shall, **within thirteen (13) calendar days** after acceptance of the bid by the Village, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

In the event that the successful Bidder(s) fails to furnish the insurance coverage within thirteen (13) calendar days after acceptance of the bid by the Village, then the bid deposit of the successful Bidder shall be retained by the Village as liquidated damages and not as a penalty, it being agreed by the successful Bidder that said sum is a fair estimate of the amount of damages that said Village will sustain due to the successful Bidder's failure to furnish said insurance.

**C. POLICY AMENDMENTS.**

Each policy shall contain, or be endorsed to contain, the following provisions:

**1. INSURED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The Village, its officials, agents, employees, and volunteers are to be included as additional insureds with regard to liability and defense of claims arising from: (a) activities performed by or on behalf of the successful Bidder, (b) products and completed operations of the successful Bidder, (c) premises owned, leased or used by the successful Bidder, and (d) automobiles owned, leased, hired or borrowed by the successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, and volunteers.

**2. CONTRIBUTION NOT REQUIRED.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy shall be primary insurance as respects the Village, its officials, agents, employees, and volunteers; or stand in an unbroken chain of coverage excess of the successful Bidder's scheduled underlying primary coverage. In either event, any other insurance or self-insurance maintained by the Village, its officials, agents, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

**3. SEVERABILITY OF INTEREST.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

The insurance afforded by the policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

**4. SUBCONTRACTORS.**

(ALL COVERAGES)

The successful Bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in these General Conditions.

**5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.**

(COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE LIABILITY)

Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Village, its officials, agents, employees, and volunteers.

**6. CANCELLATION NOTICE.**

(ALL COVERAGES)

The insurance afforded by the policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after prior written notice by certified mail return receipt requested has been given to the Village. The Village shall be endorsed to the policy as a Cancellation Notice Recipient with notice addressed as shown in the heading of the endorsement.

**7. SUBROGATION.**

(WORKERS COMPENSATION AND EMPLOYERS' LIABILITY)

The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, and volunteers for losses arising from work performed by the successful Bidder for the Village.

**8. ACCEPTABILITY OF INSURERS.**

(ALL COVERAGES)

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and licensed to do business in the State of Illinois.

**9. ASSUMPTION OF LIABILITY.**

(ALL COVERAGES)

The successful Bidder assumes liability for all injury to or death of any person or persons including employees of the successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contract.

**12. INDEMNITY HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents, employees, and volunteers; arising in whole or in part or in consequence of the performance of the work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its officials, agents, employees, and volunteers, and the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officials, agents, employees, and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, and volunteers, as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of the contract, an amount of said money as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

**13. INDEPENDENT CONTRACTOR**

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and subcontractors, and compliance with all applicable Federal, State, and local laws.

**14. COMPLIANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)**

In compliance with National Pollutant Discharge Elimination System (NPDES), and ILR40 permit requirements, consultants and contractors hired by the Village that will be engaged in any task or project that could potentially have an impact on water quality is required to have provided training to their employees to prevent and reduce storm water pollution from their activities.

**15. COMPLIANCE WITH FREEDOM OF INFORMATION ACT**

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office NO LATER THAN three (3) working days after the date of the Village's direction to provide such documents. Failure of the Contractor to provide documents within said three (3) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

# **VILLAGE OF NORTH AURORA**

## **WELL 6 MAINTENANCE PROJECT**

### **II. PROJECT SPECIFICATIONS**

#### **1. INTENT**

The intent of these plans, specifications and contract is to perform maintenance on Well 6. Including all other related and incidental work is also required to complete the improvements as described herein.

#### **2. LOCATION OF UTILITIES**

If excavation is necessary, the Contractor shall contact the Village of North Aurora Public Works Department at least seventy-two (72) hours before beginning work and the J.U.L.I.E. system in conformance with all J.U.L.I.E. standards. Electric, gas and telephone utilities must be located in the field prior to construction. The Village bears no responsibility for damage done to existing utilities during construction.

#### **3. EXAMINATION OF SITE**

The bidder shall carefully examine the site and become familiar with the conditions under which he will have to execute the work required under this contract. Failure to do so will in no way relieve the bidder of his responsibility under this contract.

#### **4. ADDITIONAL WORK**

The Village reserves the right to order additional work at the same unit price as provided for in the contractor's bid during the course of construction. Prior to commencing any additional work, the bidder shall submit his charges for performing the work and shall not proceed until the Public Works Director or his designee, has approved the charges in writing.

#### **5. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the Contractor. Any damage to existing facilities or sanitary surcharges caused by the Contractor's work, shall be reported to the Village in writing and shall be repaired and/or cleaned up promptly by the Contractor when ordered to do so by the Village at no additional cost. All repairs of damage shall be made to the satisfaction of the Village. Failure to repair damage shall be just cause for withholding payment for work which becomes due. If the Contractor fails to complete the repairs or clean-up immediately, or as otherwise directed by the Village, the Village shall provide notice to the Contractor and proceed to repair or replace the existing facilities and/or damaged property as may be deemed necessary at the Contractor's expense.

#### **6. CONTRACTOR'S RESPONSIBILITY**

The Contractor shall be responsible for constructing the improvements in accordance with the specifications. The Contractor shall always have available on the job site during construction a complete set of specifications with all revisions thereto. The Contractor shall employ only workmen skilled in their trade and shall furnish full time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the Village. The lack of a competent superintendent on the site during construction shall be just cause for the Village to order the work to cease.

#### **7. SITE CONDITION AND CLEAN-UP**

The Contractor shall store materials and equipment in a location approved by the Village and shall move same, if and when it becomes necessary at his own expense.

The Contractor shall have control over his employees' parking of automobiles on the site. The Contractor shall keep the site neat and shall cleanup any debris when directed to do so by the Village. Upon completion of the improvement each site shall be left in a condition acceptable to the Village. Failure to keep the site neat, complete restoration of any disturbed areas, or cleanup debris to the satisfaction of the Village, when directed

to do so shall be just cause for withholding payment due the Contractor and final acceptance will not be made until the site is in a condition acceptable to the Village.

#### **8. TRESPASS ON LAND**

The Contractor shall confine his operations and storage of materials and equipment to the job site public right-of-way or easements. The Contractor shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the Contractor is to enter upon the property of third parties in the execution of the work he shall obtain written permission prior to doing so and submit evidence of said written permission to the Village.

#### **9. PROTECTION OF PUBLIC**

The Contractor shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the construction of the work. The Contractor shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the Village a hazardous condition exists and the Contractor fails to correct the condition, or to protect the public, the Village may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the bidder. Flagrant disregard for the safety of the public shall constitute just reason for the Village to order cessation of work.

#### **10. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Contractor against defects failure improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. All guarantees and warranties required shall be furnished by the successful Bidder and shall be delivered to the Village before the final payment voucher is issued. During the guarantee period, the Contractor shall repair and replace, at his own expense, when so ordered by the Village, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished, or workmanship performed. Any equipment or material, which is repaired or replaced, shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

#### **11. START OF WORK AND COMPLETION**

The Contractor's representatives who are assigned to this project shall be required to attend a pre-construction meeting with Village staff prior to commencing work. The Contractor shall be required to follow the order and route for the work which is delineated during the preconstruction meeting. It is anticipated that the Contractor shall commence work within a reasonable time after the award. Weather related time delays will be reviewed by both parties and determined by the Village.

#### **12. FAILURE TO COMPLETE WORK ON TIME AND CONTRACT VIOLATIONS**

Time is of the essence to the contract. Should the Contractor fail to complete the work within the working days stipulated in the contract or on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

Schedule of Deductions for Each Day of Overrun in Contract Time  
Working Day \$250

The other provisions of the Contract have been established to allow for the efficient completion of this project, without creating additional burden or hardship on Village residents or additional administration and/or operating expenses for the Village.

**13. PAYMENT**

Final payment will be made when the work, written reports, and hard drive (media copy) are reviewed and accepted by the Village. The Contractor shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

**14. ACCEPTANCE**

The work shall not be accepted by the Village until the Village has determined that all work is complete and in accordance with the specifications.

**15. MATERIAL SAFETY DATA SHEETS**

The Contractor shall supply the Village with Material Safety Data Sheets (MSDS) for all chemicals being used as part of this project.

**16. ACCESSIBILITY OF CONTRACTOR**

The Contractor shall supply cell phone numbers (primary and secondary numbers), daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract and the supervisors shall be available twenty-four (24) hours a day.

**17. SPECIAL PROVISIONS FOR CONSTRUCTION**

See attached Special Provisions

## WELL 6 MAINTENANCE PROJECT PROPOSAL

The Contractor proposes to complete the project for the following prices by March 6, 2024 with reasonable weather-related delays as defined, or less:

### Schedule of Prices BASE ITEMS

Item No.	SPECIAL PROVISION	PAY ITEMS	UNIT	QUAN.	Unit Price	Total
1		MOBILIZATION	L SUM	1	\$ 9,600.00	\$ 9,600.00
2	*	REMOVE EXISTING PUMPING ASSEMBLY, MOTOR, COLUMN PIPING AND APPURTENANCES FROM WELL & TRANSPORT TO SHOP FOR INSPECTION	L SUM	1	\$39,700.00	\$39,700.00
3	*	INSPECT AND REPORT OF EXISTING WELL EQUIPMENT	L SUM	1	\$ 9,000.00	\$ 9,000.00
4	*	HYPOT TEST THE EXISTING POWER CABLE	L SUM	1	\$ 1,300.00	\$ 1,300.00
5	*	CONDUCT TELEVISION SURVEY	L SUM	1	\$ 1,650.00	\$ 1,650.00
6	*	PERFORM AIR BURST REHABILITATION OF WELL FORMATION	LF	100	\$ 120.00	\$12,000.00
7	*	PERFORM BAILING WITH RIG AND TWO-MAN CREW	HR	8	\$ 800.00	\$ 6,400.00
8	*	FURNISH NEW (FACTORY-BUILT) BYRON JACKSON/FLOWSERVE PUMPING ASSEMBLY	EA	1	\$71,203.00	\$71,203.00
9	*	REHABILITATE EXISTING BYRON JACKSON/FLOWSERVE OIL FILLED MOTOR ASSEMBLY	L SUM	1	\$13,000.00	\$13,000.00
10		FURNISH PITLESS ADAPTER O-RINGS	EA	2	\$ 125.00	\$ 250.00
11	*	FURNISH 1-1/2" PVC CARRIER PIPE FOR LEVEL TRANSDUCER	LF	860	\$ 2.72	\$ 2,333.20
12	*	FURNISH A NEW FLAT CABLE MOTOR ASSEMBLY AND BRONZE TERMINAL CLAMP	L SUM	1	\$10,508.00	\$10,508.00
13	*	FURNISH NEW POWER CABLE (WITH SPLICE)	LF	300	\$ 44.00	\$13,200.00
14	*	REHABILITATE 10-INCH COLUMN PIPING	LF	500	\$ 38.00	\$19,000.00
15	*	FURNISH NEW 10-INCH COATED DISCHARGE COLUMN PIPING WITH THREADED COUPLINGS, SET SCREWS, AND APPURTENANCES, AS REQUIRED FOR COMPLETE ASSEMBLY	LF	360	\$162.00	\$58,320.00
16	*	CUT AND RE-THREAD COLUMN PIPING JOINTS	EA	40	\$ 255.00	\$10,200.00
17	*	FURNISH NEW COLUMN PIPING COUPLINGS	EA	15	\$ 396.00	\$ 5,940.00
18	*	CHASING COLUMN PIPING JOINTS	EA	10	\$ 125.00	\$ 1,250.00
19	*	FACING COLUMN PIPING JOINTS	EA	10	\$ 125.00	\$ 1,250.00
20	*	FURNISH A 10" DIAMETER BY 2'-6" LONG STAINLESS STEEL PIPE WITH ENDS FOR CONNECTING BETWEEN PUMPING ASSEMBLY AND COLUMN PIPING, AS REQUIRED FOR COMPLETE ASSEMBLY	L SUM	1	\$ 1,200.00	\$ 1,200.00
21	*	FURNISH DISCHARGE COLUMN SURGE CONTROL CHECK VALVE	EA	2	\$ 2,058.00	\$ 4,116.00

22		FURNISH STAINLESS STEEL BANDING, PIPE DOPE, PVC CENTERING GUIDES, TWO (2) AIRLINE GAUGES, AND OTHER MISC. FITTINGS FOR COMPLETE INSTALLATION OF PUMP AND MOTOR ASSEMBLY, AND WELD COUPLING TO PITLESS ADAPTER FOR LEVEL TRANSDUCER INSTALLATION	L SUM	1	\$ 4,200.00	\$ 4,200.00
23	*	INSTALL THE PUMP AND MOTOR ASSEMBLY, COLUMN PIPING, DISCHARGE SURGE VALVES, POWER CABLE, TWO (2) AIRLINE WATER LEVEL INDICATORS, CARRIER PIPE FOR LEVEL TRANSDUCER, AND ALL ACCESSORIES COMPLETE IN PLACE AND IN OPERATING CONDITION	L SUM	1	\$40,000.00	\$40,000.00
24	*	CONDUCT PUMPING TEST	HR	6	\$ 1,000.00	\$ 6,000.00
25	*	PERFORM WELL DISINFECTION	EA	2	\$ 9,700.00	\$ 9,700.00
26		DEMobilIZATION, INCLUDING SITE RESTORATION	L SUM	1	\$ 6,000.00	\$ 6,000.00
	* Special Provision					
		TOTAL BASE PROPOSAL PRICE =				\$357,320.20
Total Base Proposal Price In Words:						

#### MANDATORY ALTERNATE ITEMS

Item No.	SPECIAL PROVISION	PAY ITEMS	UNIT	QUAN.	Unit Price	Total
A	*	FURNISH SODIUM HYPOCHLORITE — LIQUID FOR CHEMICAL TREATMENT OF WELL	GAL	10	\$ 9.00	\$ 90.00
B	*	REHABILITATE EXISTING BYRON JACKSON/FLOWSERVE PUMPING ASSEMBLY, INCLUDING SANDBLASTING AND PAINTING THE PUMP, NEW WEAR RINGS AND BUSHINGS, NEW IMPELLERS, NEW PUMP SHAFT, NEW SS INTAKE SCREEN, AND ZINC SLEEVE BANDING	EA	1	\$32,250.00	\$32,250.00
C	*	CONVERT EXISTING BYRON JACKSON/FLOWSERVE OIL FILLED TYPE H MOTOR ASSEMBLY TO DOUBLE MECHANICAL SEAL MOTOR AT BYRON JACKSON/FLOWSERVE FACILITY	EA	1	\$148,450.00	\$148,450.00
D	*	FURNISH A NEW BYRON JACKSON/FLOWSERVE TYPE M MOTOR ASSEMBLY WITH NEW FLAT POWER CABLE ASSEMBLY AND BRONZE TERMINAL CLAMP	EA	1	\$203,433.00	\$203,433.00
E	*	FURNISH NEW ZINC SLEEVE BANDING ON INSIDE AND OUTSIDE OF COLUMN PIPING	L SUM	1	\$ 3,750.00	\$ 3,750.00
F	*	FURNISH NEW POWER CABLE (NO SPLICE), AS REQUIRED TO MEET THE APPROPRIATE DEPTH SETTING OF THE PUMP AND MOTOR	L SUM	1	\$ 44.00	\$39,160.00
G	*	FURNISH NEW (SHOP-BUILT) BYRON JACKSON/FLOWSERVE PUMPING ASSEMBLY	EA	1	\$81,097.00	\$81,097.00

Start Date	November 7, 2023
Calendar Completion Date	March 6, 2024

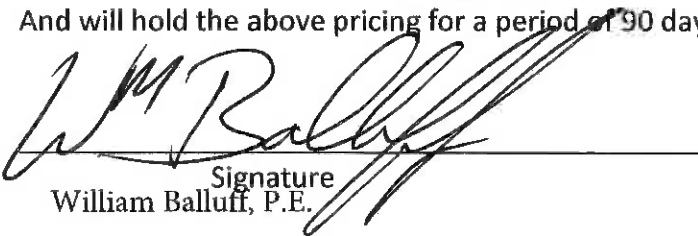


Name of Contractor: Layne Christensen Company  
Address: 721 W. Illinois Avenue, Aurora, IL 60506  
Telephone No. 630/897-6941 Email william.balluff@gcinc.com  
Contact Name: William Balluff, P.E.  
Title: WRD Account Manager III  
Date: 10/27/2023

I William Balluff, P.E. verify that I am authorized to provide the above pricing on  
(print name)

behalf of Layne Christensen Company  
(company name)

And will hold the above pricing for a period of 90 days from the date of the providing pricing.

  
Signature  
William Balluff, P.E.

10/27/2023  
Date

In compliance with P.A. 85-1295-Illinois Revised Statute, Chapter 31, Section 33E-11, and applicable local ordinances.

Corporation X    Individual \_\_\_\_\_    Partnership \_\_\_\_\_    Other \_\_\_\_\_  
(if other specify type)

As part of his/her proposal on the above sole-referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code of 1961, as amended.

Date: 10/27/2023

Contractor By:

William Balluff, P.E.

Title: WRD Account Manager III

(State of Illinois) SS County of Kane

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

William Balluff, P.E. appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 10/27/2023

**Notary Public:**



## Contractor Proposal Agreement

To: The Village of North Aurora  
25 E. State Street  
North Aurora, IL 60542

The undersigned Contractor, in compliance with contract documents for work as specified, and related documents prepared by or at the direction of the Village of North Aurora, Owner, and having examined the locations and being familiar with all conditions surrounding the Work, including availability of labor and material, does hereby proposed to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the contract documents and at the price stated.

Contractor certifies this proposal for the project described herein and to be in accordance with plans, specifications and contract documents.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the contractor. Any claims for an increase of the contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: \_\_\_\_\_

William Balluff, P.E.

Print Name: \_\_\_\_\_

Title: WRD Account Manager III

Date: 10/27/2023

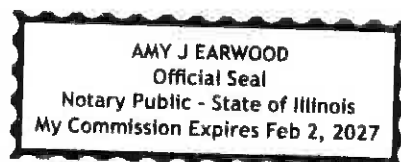
(State of Illinois) SS County of Kane

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William Balluff, P.E. appeared before me this day in person and,  
being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free  
act and deed.

Dated: 10/27/2023

Notary Public: \_\_\_\_\_

Amy J. Earwood



## Apprenticeship or Training Program Certification

The Village has passed by Resolution on September 21, 2009, a resolution that any public works contract under the purview of the Illinois Prevailing Wage Act that is over \$25,000 shall only be awarded to a contractor who is enrolled in a Joint Apprenticeship Training Program that is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training.

1. Each contractor is required to certify and provide information on the apprenticeship or training program(s) approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training in which the bidder participates that is relevant to the portion(s) of this project that is/are subject to the State of Illinois' Prevailing Wage Act below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the contract, and the bidder shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Village at any time before or after ward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors.

Signed: \_\_\_\_\_

Print Name: William Balluff, P.E.

Title: WRD Account Manager III

Company: Layne Christensen Company

Date: 10/27/2023

(State of Illinois) SS County of Kane

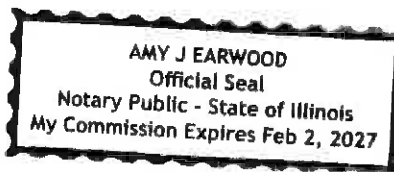
I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that

William Balluff, P.E. appeared before me this day in person and, being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 10/27/2023

Notary Public: \_\_\_\_\_

Amy J. Earwood



## INDEX OF SPECIAL PROVISIONS

SUBMITTALS .....	2
INCIDENTAL WORK .....	2
CERTIFIED PAYROLL REQUIREMENTS .....	2
TAX EXEMPTION.....	2
EXISTING WELL LOCATION AND SITE DETAILS .....	3
DESCRIPTION OF EXISTING WELL AND WELL EQUIPMENT .....	3
WELL PROTECTION.....	3
COORDINATION OF WORK .....	3
REMOVE, INSPECT, AND REHABILITATE EXISTING WELL EQUIPMENT .....	5
SAND BAILING.....	7
TELEVISION SURVEY .....	7
NEW WELL EQUIPMENT .....	7
WELL EQUIPMENT INSTALLATION.....	12
PRODUCTION TESTING .....	13
WELL DISINFECTION.....	14
WATER SAMPLES AND ANALYSIS .....	16
WELL REHABILITATION USING CHEMICAL TREATMENT .....	17

## COUNTY PREVAILING WAGES

EXHIBIT 1 – WELL 6 AERIAL MAP

EXHIBIT 2 – SCHEMATIC OF WELL 6

EXHIBIT 3 – RECORD DRAWINGS – ORIGINAL CONSTRUCTION OF WELL 6

EXHIBIT 4 – PUMP INSTALLATION PLAN FOR WELL 6

## **GENERAL SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways"; the "Illinois Urban Manual", latest edition; all of which apply to and govern the construction of the Local Improvement, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is supplemented by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is amended, voided, or superseded by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superseded, and not in addition to the portion changed.

### **SUBMITTALS**

Shop drawings and cut sheets shall be submitted for the following items:

- Pipe Dope
- Motor or pump assemblies, or any other replacement equipment or components

### **INCIDENTAL WORK**

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered incidental to the Contract.

### **CERTIFIED PAYROLL REQUIREMENTS**

Per Public Act 94-0515, Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the Village, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include every worker employed on the public works projects name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### **TAX EXEMPTION**

This project will be tax exempt. The Village's tax-exempt number will be provided to the Contractor after the contract is awarded.

## **EXISTING WELL LOCATION AND SITE DETAILS**

Well No. 6 is located on the west side of Alder Drive in the Village North Aurora. The location of Well 6 is shown on Exhibit No. 1 entitled "Well 6 Aerial Map".

Space will be provided for setting up the required equipment and storage of materials on the site of the well. The Contractor shall not enter on or occupy with men, tools, equipment or material, any ground outside the property of the Owner without written consent of the owner of such property. Other contractors and employees or agents of the Owner may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site. The Contractor is cautioned to position the equipment so as to avoid interference with access of Village personnel to the well site for routine functions and activities.

The Contractor shall satisfy himself regarding all local conditions affecting his work by personal investigation. Neither the information contained in this Section nor that derived from maps, plans, or exhibits from the Owner or Engineer, shall act to relieve the Contractor from any responsibility hereunder or from fulfilling any and all of the terms and requirements of his Contracts.

## **DESCRIPTION OF EXISTING WELL AND WELL EQUIPMENT**

Well 6 was originally constructed in 2001 into the deep Ironton-Galesville sandstone formation with the approximate hole and casing diameters, depth (1,335 feet), and schematic shown on Exhibit No. 2 entitled "Schematic of Well 6".

The pumping assembly consists of a 350 HP 2300V 16" Type H Byron Jackson/Flowserve submersible motor, a Byron Jackson/Flowserve bowl assembly, 10" column pipe with threaded couplings, pitless adapter, power cable, Byron Jackson/Flowserve I/O (5 kV rating) flat cable, and two (2) ¼" airlines (polyethylene). Records indicate that the pumping equipment is a Byron Jackson/Flowserve model 13/12MQ Type H 15 stage submersible pump. The design yield from Well 6 is 1,200 gpm of water with a Total Dynamic Head (TDH) of 838 feet.

The Village wishes to rehabilitate this well before any major issues occur. The pumping equipment was last pulled in 2012. The Village desires to have the well and pumping equipment rehabilitated to match the current design conditions as closely as possible. Modifications for the installation of a level transducer to the well is also included. The following specifications outline the required work items to rehabilitate Well 6.

## **WELL PROTECTION**

At all times during the progress of the work, the Contractor shall protect the well, in such a manner as effectively to prevent either tampering with the well, or the entrance of foreign matter into it, and, upon its completion, he shall provide and set a substantial screwed, flanged or welded cap satisfactory to the Engineer. Any well that is to be temporarily removed from service, or which is completed for a period prior to being placed in service or is left uncompleted due to a recess or delay in construction shall be capped. See section 4.00 for additional well protection requirements related to decoupling the pump and motor.

## **COORDINATION OF WORK**

The Owner may award other contracts in connection with the project and the work under each Contract may proceed simultaneously. Each Contractor shall coordinate his operations with those of the other contractors. Each Contractor, including his subcontractors, shall keep himself informed of the progress

and the detail work of the other contractors, where such delay or such defective workmanship will interfere with his own operations.



## **PAY ITEM SPECIAL PROVISIONS**

### **REMOVE, INSPECT, AND REHABILITATE EXISTING WELL EQUIPMENT**

This Work includes pulling the pump, motor, and all related well equipment and transporting the motor, bowl, column piping, and appurtenances to appropriate facilities for inspection. Exhibit No. 3 includes historical drawings and have been included for the Contractor's reference. This Work shall be paid for as indicated on the Schedule of Prices as "Remove Existing Pumping Assembly, Motor, Column Piping, and Appurtenances from Well & Transport to Shop for Inspection". The Contractor is responsible for disposing materials off site that are removed from Well 6 and are not scheduled for reinstallation. After the well equipment has been removed from Well 6.

During the contractor's work on this project, and especially when decoupling the pumping assembly from the motor, the contractor must take proper precautions to prevent any contaminating materials from entering the well. This includes, but is not limited to, mercury. The means and methods for preventing contamination to the well are the responsibility of the contractor, but there must be a physical barrier between the pumping assembly/motor and the well during the decoupling of the pump and motor. There must also be containment around the pump and motor during decoupling to completely contain any materials that might escape during decoupling. The contractor shall properly dispose of all materials and shall provide hazardous waste manifest documentation to the Owner to verify that hazardous materials were properly disposed.

If any contaminating materials enter the well as a result of the contractor's work, it is solely the contractor's responsibility to perform all required remediation to completely remove the material from the well, and the cost for this work will be borne solely by the contractor. This includes all testing and coordination with regulatory agencies, as required to confirm complete removal of the material and acceptance of the well for continued use as a potable water well. Refer to WELL PROTECTION for further requirements.

Upon inspection of the well equipment, an inspection report shall be prepared, and an invitation shall be offered to the Owner and Engineer to visually inspect the equipment, as well. The inspection report shall be completed and submitted to the Owner and Engineer within seven (7) days after transportation of the pump and motor equipment to the Contractor's shop. Inspection of the motor and pump bowl assembly and maintenance to the motor as specified below shall be paid for as indicated on the Schedule of Prices as "Inspect and Report of Existing Well Equipment". This work shall include inspection of the pumping assembly and preparation of a micrometer report; inspection of the submersible motor including seal, outer can, balance line, terminal leads, electrical connections, etc.; inspection of the column piping, surge control check valves and preparation of a complete inspection report and visual inspection of the pitless unit and power cable, as well.

#### **Pump Bowl Assembly Inspection**

The bowl assembly shall be dismounted from the motor (see precautionary instructions above) and completely disassembled and inspected. A micrometer inspection of all critical fit areas of the bowl shall be performed by the Contractor. A tabulation of all micrometer measurements shall be made and compared to the manufacturer's tolerance standards and a written report shall be furnished. If repair of the bowl assembly is required, it shall be performed as hereinafter described.

#### Pump Bowl Assembly Repairs

The bowl assembly series cases shall be inspected for pitting, vane tip damage, and expanded clearances as determined by the micrometer check. If necessary and at the authorization of the Owner, repairable cases shall be restored per the Byron Jackson vertical pump repair standards with new bronze wear rings and bushings. New O-rings shall be supplied for each stage connection. The bowl shall be reassembled with the proper lateral end float. After assembly, the entire pump bowl shall be painted with a two-coat epoxy paint system that is EPA and AWWA approved for use in potable water. A new Stainless-Steel Intake Screen shall be provided, as well as Zinc Sleeve Banding wrapped around each pump bowl to provide corrosion protection. This Work shall be paid for as indicated on the Schedule of Prices as a Mandatory Alternate Pay Item as "Rehabilitate Existing Bryon Jackson/Flowserve Pumping Assembly, including Sandblasting and Painting the Pump, New Wear Rings and Bushings, New Impellers, New Pump Shaft, New SS Intake Screen, and Zinc Sleeve Banding".

#### Motor Inspection

The motor shall be inspected and serviced under the direct supervision of a Byron Jackson/Flowserve factory trained service representative, unless otherwise approved by the Owner. The motor inspection shall consist of over-balancing the seal assembly to completely de-water the annulus above the normal mercury level and to visually inspect the mercury condition and quantity. A seal floatation test shall be conducted, and mercury shall be added to the seal cavity in the quantity required to re-establish proper floatation. The seal shall then be placed in the shipping condition and secured using Byron Jackson/Flowserve storage parts which are to be furnished by the Contractor on a temporary basis. The motor shall be drained of oil and the balance tube assembly shall be cleaned and inspected and replaced if necessary. The oil reservoir shall be removed from the bottom of the motor and the oil filter shall be replaced. New oil using only Byron Jackson/Flowserve certified submersible oil shall be installed. The O-rings between the oil reservoir and the stator of the motor and the reservoir and the casing stud shall be replaced. The motor case shall be wire brushed clean and inspected. All external pits or crevices shall be filled in with an epoxy metal compound. This Work shall be paid for as indicated on the Schedule of Prices as "Rehabilitate Existing Bryon Jackson/Flowserve Oil Filled Motor Assembly".

If the existing mercury seal requires more than routine maintenance in order to return it to full operation, it shall be considered compromised and must be replaced. If it is compromised, the Owner shall determine whether to convert the Type H mercury seal to a Type M double mechanical seal or purchase a new double mechanical seal motor. If seal conversion is chosen, this work must be done at an accredited Byron Jackson/Flowserve facility, as selected by the Owner. The converted seal must meet all requirements specified under NEW WELL EQUIPMENT, Submersible Motor. If seal conversion is performed (Mandatory Alternate Bid Items C/D), a maximum of 42 days Contract time extension will be allowable.

#### Column Pipe

The column pipe shall be sorted in orderly manner for inspection. If necessary, the Contractor shall erect a pipe storage rack. Thread protectors shall be used to protect the exposed threads during handling. All column piping shall be sandblasted inside and out to bare metal. Pipe that is determined to be suitable for reuse will be coated with a two-coat system of vinyl coating, or equal that is NSF 61 approved for use in potable water. This work shall be paid for per linear foot of column piping on the Schedule of Prices as "Rehabilitate the 10-Inch Column Piping". If necessary, based on the conditions of removed piping and if directed by the Owner, new discharge column piping shall be furnished in accordance with NEW WELL EQUIPMENT, Discharge Column Pipe.

The Contractor shall submit prices on the Schedule of Prices for chasing, facing, cutting and re-threading column pipe, and for furnishing new column pipe couplings. This is based on the assumption that some of the pipe may be salvageable by cutting and threading and re-coupling, and that new pipe couplings may be required. The number of pieces in the Schedule of Prices is for proposal purposes only and is subject to change.

All pipe couplings either new or used shall be drilled and tapped top and bottom for the installation of stainless-steel set screws. These set screws shall be a minimum 3/8" diameter cup point hex head set screws. This Work shall be considered incidental.

The Village may elect to have the Contractor furnish and install Zinc Sleeve Banding on the inside and outside of each section of column piping to provide corrosion protection. This item is included in the Mandatory Alternate Schedule of Prices as "Furnish New Zinc Sleeve Banding on Inside and Outside of Column Piping".

This Work shall be paid for at the Contract Unit Prices shown on the Schedule of Prices as Cut and Re-Thread Column Piping Joints", "Chasing Column Piping Joints", "Facing Column Piping Joints", and "Furnish New Column Piping Couplings".

#### Power Cable

Before and during the removal and installation of the pump, the Contractor shall measure and record insulation values of the cable and motor for continuity and insulation values to ground using a megohmmeter with readings being taken and recorded at 75-foot intervals. After removal from the well, the electrical cable shall be hypot tested to twice the rated voltage plus 1000 volts. During the hypot test, the cable shall be disconnected from the motor. The test shall be conducted at the jobsite and witnessed by the Owner. The Contractor shall furnish a written report with a tabulation of the test results to the Village along with recommendations on the reuse of the cable. This Work shall be paid for as indicated on the Schedule of Prices as "Hypot Test the Existing Power Cable".

#### **SAND BAILING**

If material such as sand is determined to be present in the bottom of the well hole, the Contractor shall remove and place the material in a location onsite as directed by the Owner. The Owner shall be responsible for disposal of the material from sand bailing. The Contractor shall remove such material such that the well is fully cleaned out to the completed well depth. This Work may be done by bailing or pumping at the Contractor's option. This Work shall be paid for as indicated on the Schedule of Prices as "Perform Bailing with Rig and Two-Man Crew".

#### **TELEVISION SURVEY**

Prior to installation of the permanent pump and motor into the well, the Contractor shall conduct a Television Survey of the well and provide the Owner and the permanent DVD record of the well construction. The camera used shall have the ability to rotate to look at the side of the borehole. Prior to conducting the Television Survey of the well, the Contractor shall verify in writing to the Owner that the camera and cable used to log the well have not been used in other than potable water wells. This Work shall be paid for as indicated on the Schedule of Prices as "Conduct Television Survey."

#### **NEW WELL EQUIPMENT**

The work under this section shall consist of furnishing all labor, materials, equipment, tools, and services required for installing, testing, and adjusting of the well equipment as specified herein.

Submit Shop Drawings and Product Data for new Well Equipment. Include manufacturer's specifications and installation instructions for each type of equipment. Include complete dimensional and cross-sectional drawings and diagrams of the equipment. Include pump performance curves that show the head capacity, pump efficiency, and brake horsepower over the complete range of the bowl assembly.

If Base Pay Items and Mandatory Alternate Pay Items for New Equipment are chosen by the Owner, the following Contract maximum time extensions will be allowable for each item. If more than one item is chosen by the Owner, the longest individual time extension of the selected items will be allowable (not a combination of time extensions):

<u>Item No.</u>	<u>Item (Abbreviated)</u>	<u>Max. Time Extension (Days)</u>
8	New (Factory-Built) BJ/FS Pumping Assem.	76
B	Rehab BJ/FS Pumping Assem.	42
C	Convert Motor to Type M at BJ/FS	42
D	New BJ/FS Type M Motor	76
E	New Zinc Sleeve Banding	10
F	New Power Cable	10

#### Submersible Pump Bowl

If the Owner directs the Contractor to furnish new (factory built) pumping assembly components or a new complete (factory built) pumping assembly, the required components must meet the following requirements. If the Owner directs the Contractor to furnish new (shop built) pumping assembly components or a new complete (shop built) pumping assembly, the required components must meet the following requirements. Factory-Built is defined as a pumping assembly manufactured and assembled by an approved Byron Jackson/Flowserve Factory. Shop-Built is defined as a pumping assembly assembled in an approved Byron Jackson/Flowserve Assembly Shop.

A submersible pump bowl assembly of the multi-stage vertical turbine type shall be capable of meeting the operating conditions specified herein. The pump shall be capable of delivering at design conditions a capacity of 1,200 gpm when operating against the total dynamic head of the system (estimated at 838 feet). Pump shall have minimum guaranteed efficiency at design capacity of 80%. Pump shall operate at a maximum synchronous speed of 1,770 rpm.

The pump bowl castings shall be of class 30 cast iron free of blow holes or sand holes and other defects. The pump bowl castings shall be porcelain coated. Each intermediate bowl stage shall be fitted with a bronze sleeve-type bearing. The impellers shall be bronze of the closed type and shall be secured to the impeller shaft with bronze or stainless-steel collets. The impeller shaft shall be of proper size to carry motor horsepower and shall be of 416 stainless steel. All threaded fasteners shall be 18-8 stainless steel material. The top case of the bowl assembly shall contain an extra-long bronze sleeve bearing surrounded by a grease chamber filled with a special hydraulic grease with a life of from ten to fifteen years. Grease shall be EPA and AWWA approved for use in potable water. A strainer and water intake shall be built into the lower part of the bowl in which shall be mounted two extra-long bronze guide sleeve bearings. The stainless-steel shaft shall protrude through the strainer and shall be equipped with a stainless-steel sleeve type coupling, key driven on the pump end and spring driven on the motor end or flexible jaw type coupling for connection to the submersible motor. The pump shall be furnished with a stainless-steel intake screen and zinc sleeve banding for corrosion protection.

Acceptable Pump Manufacturer:

- a) Schedule of Prices Item: Furnish New (Factory Built) Byron Jackson/Flowserve Pumping Assembly
- b) Mandatory Alternate Schedule of Prices Item: Furnish New (Shop-Built) Byron Jackson/Flowserve Pumping Assembly

#### Submersible Motor

If the Owner directs the Contractor to convert the existing mercury seal motor to a double mechanical seal motor or furnish a new submersible motor, the required components must meet the following requirements.

A submersible motor of sufficient horsepower required to operate the pump without overloading shall be furnished and installed. The motor shall be of the completely enclosed-type for continuous duty underwater operation and shall be for use with 3-phase, 60 cycle AC power of the voltage shown. The motor shall be equipped with a double mechanical seal located in the top of the motor where its shaft extends through the motor housing. The motor shall be filled with a high dielectric strength mineral oil and the oil shall be circulated throughout the motor for cooling and rotor, stator winding and bearings. Bronze sleeve bearings shall be provided at each end of the rotor and a pivot shoe-type thrust bearing shall carry the weight of all rotating parts and the hydraulic thrust of the pump. The motor shall contain a balance tube from the bottom of the motor into the motor shaft coupling compartment above the motor. The balance tube shall cause a hydrostatic balance between the water outside and the oil within the motor.

Special characteristics of this motor shall be:

- a) Oil filled with dielectric mineral oil
- b) Kingsbury thrust bearing for full upthrust and down thrust
- c) Double mechanical seal to prevent water leakage around shaft
- d) Oil pump to circulate oil and prevent uneven heating
- e) Oil filter to keep oil clean
- f) Separate bottom chamber for water condensation and balance
- g) Balance tube from top to bottom of motor to balance pressure
- h) Stator and rotor windings that are repairable
- i) Motor terminal connector watertight
- j) Separate flat cable assembly that plugs to terminal
- k) Separate bottom motor case with blow-out retainer
- l) Minimum motor efficiency 86%
- m) Stainless steel flat cable guide for along bowl assembly
- n) Motor-bowl shaft connector of jaw-type, stainless steel

The motor shall be 350 HP, 2300V, 3-phase, 60 Hz, 1,770 RPM. The motor shall carry the same one (1) year warranty as a new motor and shall commence on the date of start-up.

If the existing motor is either converted to a double mechanical seal motor or replaced with a new double mechanical seal motor, the existing mercury motor shall be properly disposed by the Contractor. This work is incidental to the related Schedule of Price items related to conversion or replacement of the existing motor.

Acceptable Motor Manufacturers:

- a) Mandatory Alternate Schedule of Price Item: Convert Existing Byron Jackson/Flowserve Oil Filled Type H Motor Assembly to Double Mechanical Seal Motor at Byron Jackson/Flowserve Facility – if necessary, adapters shall be provided for connection to Goulds pumping assembly
- b) Mandatory Alternate Schedule of Price Item: Furnish New Byron Jackson/Flowserve Type M Motor with New Flat Power Cable Assembly and Bronze Terminal Clamp, if necessary, adapters shall be provided for connection to Gould pumping assembly

Discharge Column Pipe

If existing column piping must be replaced, new column piping shall be furnished, as directed by the Owner. The Schedule of Prices includes an estimated amount of new column piping required to replace existing column piping that may be deemed too damaged to reuse. The column pipe material shall be ASTM A-53 Grade B or API 5 L wrought steel threaded and coupled pipe in single random lengths of 21 feet. The bottom pipe section shall be fitted with a coupling at one end and a fitted connection to the pump bowls at the other end. All piping must have the mill specification stencils on the outside in a legible form to be accepted under these Specifications. All discharge piping shall be sandblasted and receive a two (2) coat application inside and out of NSF 61 approved epoxy coating. All couplings shall be drilled and tapped at the top and bottom for the installation of stainless-steel set screws.

This Work shall be paid for as indicated on the Schedule of Prices as “Furnish New 10-Inch Coated Discharge Column Piping with Threaded Couplings, Set Screws and Appurtenances as Required for Complete Assembly”.

Prior to installation, the Contractor shall measure and record the effective thread lengths of each threaded end and coupling. The Contractor shall provide an identification marker on each pipe that corresponds to a log/record of the measurements that the Contractor will provide to the Owner prior to installation. The lengths shall be compared to the ASTM/API requirements for the specified piping. Any deficiencies shall result in a new replacement pipe from the supplier (cutting and rethreading the pipe is not allowed).

Pipe thread sealant (“pipe dope”) shall be PTFE-based, NSF 61 certified, suitable for use with all types of metals, and suitable for water systems up to 10,000 psi working pressure. Copper or graphite-based thread sealants are not acceptable. Whitlam “Select-Unyte” or Owner approved equal shall be utilized.

The Contractor shall provide a “Torque Log” to the Owner that shall identify the recorded torques for each joint installed. The log shall identify the torques after “hand-tightening” and post-mechanical tightening, as well as the recommended torques for each condition. The Torque Log shall be available for inspection during installation and shall be submitted to the Owner upon completion of the installation.

A stainless-steel pipe section shall be furnished and installed between the pumping assembly and first steel column pipe section to provide corrosion protection between the pump and column piping. The pipe section shall be fitted with a coupling at one end and a fitted connection to the pump bowls at the other end. This work shall be paid for as indicated on the Schedule of Prices as “Furnish 10-inch Diameter by 2'-6” Long Stainless Steel Pipe with Ends for Connecting Between Pumping Assembly and Column Piping, as Required for Complete Assembly”.

#### Power Cable

If existing power cable must be replaced, new power cable shall be furnished, as directed by the Owner. The power cable should be assembled complete including the flat cable splice and the plug shall be Hi-potential tested to twice rated voltage plus 1,000 volts. In addition, the flat to round cable splice shall be electrically tested while submerged underwater at the rated voltage. The power cable shall be supported on the column pipe by means of stainless-steel bands at intervals not exceeding 10 feet. The cable shall extend not less than 5 feet above the well head. The power cable shall include an integral ground lead of appropriate size.

If existing flat cable motor assembly must be replaced, a new cable assembly shall be furnished, along with all necessary appurtenances for a complete installation. The assembly shall be sized appropriately for the application. This Work shall be paid for at the Contract Unit Prices shown on the Schedule of Prices as "Furnish New Power Cable (With Splice)", "Furnish New Power Cable (No Splice)", As Required to Meet the Appropriate Depth Setting of the Pump and Motor" and "Furnish New Flat Cable Motor Assembly and Bronze Terminal Clamp".

#### Discharge Column Surge Valves

Two (2) steel vertical discharge column surge valves to match the existing surge valves shall be furnished and installed above the bowl assembly as recommended by the pump manufacturer. The vertical surge valves shall be of the same inside diameter as the discharge column pipe. This Work shall be paid for at the Contract Unit Prices shown on the Schedule of Prices as "Furnish Discharge Column Surge Control Check Valve".

#### Airline - Water Level Indicator

Two (2) airlines of one-quarter inch (1/4") polyethylene tubing shall be furnished and installed in sufficient length to extend from the ground surface to the top of the bowl assembly and it shall be installed with necessary fittings and altitude gauges for reading water levels using an air compressor as a source of air pressure.

#### Submersible Level Transducer Carrier Pipe

The liquid level of the water in Well 6 will have the capability to be sensed by a new submersible level transducer. The new level transducer shall be installed by the Contractor and the Village's System Integrator shall be responsible for programming and providing the level transducer and cable.

The work for this Contract shall include furnishing and installing new 1-1/2" PVC carrier pipe for the submersible level transmitter. Nylon wire ties shall be used every 20 feet to secure the PVC pipe to the discharge pipe. A stainless-steel bolt or cap shall be installed at the bottom of the PVC pipe to prevent the transducer from exiting the pipe. Drain holes shall be drilled into the PVC pipe approximately every 10 feet of the bottom 100 feet of pipe. The PVC pipe should be installed as far away from the power cable as possible, i.e., 180 degrees from the cable. A welded coupling for routing the level transducer cable shall be furnished and installed on the pitless adapter. The Contractor will be responsible for coordinating with the Village and Village's System Integrator. The System Integrator will install the transducer and cable in the PVC pipe installed by the Contractor. This Work shall be paid for at the Contract Unit Price shown on the Schedule of Prices as "Furnish 1-1/2" PVC Carrier Pipe for Level Transducer".

#### Well 6 Operating Conditions

1. Capacity (Design – Minimum) 1,200 gpm
2. Total Dynamic Head 838 feet (Including losses)
3. Depth of Setting 862.5 feet
4. Discharge Column Pipe Nominal 10 inch
5. Airline Material and Diameter Polyethylene, Two (2) 1/4 inch
6. Maximum Motor Speed 1,770 rpm
7. Motor Horsepower 350 HP
8. Nominal Motor Diameter 16 inch
9. Nominal 3 Phase, 60 HZ Voltage 2300 volts
10. Minimum Power Cable Size I/O
11. Minimum Power Cable Voltage Rating 5 kilovolts
12. Location of Surge Valves Above Bowl As recommended by Pump Manufacturer
13. Minimum Well Diameter 17 inch
14. Static Water Level 470 ft below grade (estimated)
15. Pumping Water Level 600 ft below grade (estimated)
16. Well Depth 1,335 feet

#### Inspection and Factory Tests

If a completely new pumping assembly is required, a certified factory test will be required, which will provide the following data:

- a) Head capacity curve
- b) Shaft brake horsepower curve
- c) Wire to water efficiency (overall efficiency)
- d) Water to water efficiency (pump efficiency)

The test shall be conducted after the impeller diameters have been trimmed to meet the duty head requirements. A calibrated test motor may be used as the pump test driver. Field conditions are to be simulated as far as possible, and corrections for column pipe and other losses are to be calculated and included for comparison of results with the contract curves and field test curves.

All testing shall be carried out in conformity with the applicable sections of the standards of ANSI/AWWA E101-88 or current revision. Three copies of the certified test results shall be furnished within three days after completion of all specified tests.

The factory test will verify the guaranteed hydraulic performance. Should the pump not meet contract conditions or perform satisfactorily in the judgment of the purchaser, the pump supplier/contractor shall proceed to correct the deficiencies.

#### **WELL EQUIPMENT INSTALLATION**

Following the necessary maintenance and repairs, the well equipment shall be installed in accordance with manufacturer's recommendations to a depth identified on the schedule. This Work shall be paid for in Lump Sum on the Schedule of Prices as "Install the Pump and Motor Assembly, Column Piping,



Discharge Surge Valves, Power Cable, Two (2) Airline Water Level Indicators, Carrier pipe for Level Transducer, and All Accessories Complete in Place and in Operating Condition.”

During installation of the column piping, the Contractor shall record a log of the applied torque for each column pipe joint and shall provide a summary report with the torque log to the Owner. Log shall clearly identify the location of each pipe section and joint (e.g., relative to the well pump) and shall note the torque value for each joint. Minimum applied torque shall be in accordance with applicable API and ASTM standards for the type and size of piping installed.

All permanent equipment and material to be installed in the well shall be chlorinated just prior to installation. This shall be done by spraying such areas with a solution having a chlorine residual of not less than 200 mg/L. This Work shall be considered incidental.

After all the permanent equipment and material have been installed into the well, the well shall then be disinfected, and test pumped in accordance with the following specifications.

### **PRODUCTION TESTING**

The Contractor shall perform a pumping test on the well and pump for at least 6 hours until the water is clear and substantially sand free to the satisfaction of the Owner. This Work shall be paid for by the contract unit price on the Schedule of Prices as “Conduct Pumping Test.”

The Contractor shall be responsible for furnishing and installing temporary piping on the existing piping above grade, as necessary to facilitate the pump testing to a discharge location approved by the Owner. Upon completion of the testing, the Contractor shall return the piping to existing conditions.

Discharge shall be measured with an accurate totalizing meter and stopwatch, a circular orifice meter, or a Venturi meter, any of which are subject to approval by the Owner. Discharge shall be maintained within plus or minus 5 percent of the designated rate by means of a gate valve or throttling device. Discharge shall be checked and adjusted, if necessary, every 10 minutes during the first hour of pumping and at 30-minute intervals thereafter. The discharge and time of measurement shall be recorded each time it is checked, and a note made of any adjustments. The static or non-pumping water level trend shall be established prior to the start of the test. Drawdown shall be measured according to the following schedule: 0 to 10 minutes – every minute; 10 to 45 minutes – every 5 minutes; 45 to 90 minutes – every 15 minutes; 90 to 180 minutes – each half hour; 180 minutes to the end of the test – each hour. Should the measurements not be made exactly at the times specified, the actual time of each measurement shall be recorded. On completion of pumping, recovery measurements shall be made according to the above drawdown schedule.

### Aborted Test

Aborted Tests. Whenever continuous pumping at a uniform rate has been specified, failure of pump operation for a period greater than one percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. For the purposes of this Article, recovery shall be considered "complete" after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test -- except that if any three successive water level measurements spaced at least 20 minutes apart show no further rise in the water level in the pumped well, the test may be resumed immediately. The Owner shall be the sole judge as to whether this latter condition exists.

#### Location of Discharge

Discharge Water. Discharged water shall be conducted from the pump to the raw water hydrant at Well 6, as approved by the Owner. Discharge from the hydrant at Well 6 shall be through approved piping and shall be dissipated to minimize erosion on its path to the nearest storm sewer, ditch, stream, or river. It is imperative to ensure that no damage by flooding or erosion is caused to the chosen drainage structure or disposal site. Furthermore, any chemicals used for treatment in the well shall be neutralized, pumped into an appropriately sized containment vessel, and disposed by the Contractor. Any discharge water that may be considered harmful to the surrounding environment must be either hauled offsite or properly neutralized and discharged at the Well 6 site in a manner that does not violate EPA regulations.

#### Record of Pumping Tests

The Contractor shall keep accurate records of the pumping test and furnish copies of all records to the Owner upon completion of the test. The records shall also be available to the Owner for inspection at any time during the test. For each well used in the test, the records shall include physical data describing the construction features such as, but not limited to well depth and diameter, complete screen description, length, and setting; a description of the measuring point and its measured height above land surface and/or mean sea level; the methods used in measuring water levels and pumping rates. An accurate description or sketch map of the well locations with identifying names or numbers and distances between wells or from bodies of water shall be provided on each set of records. Records of measurements shall include the date of the test, the clock time and elapsed pumping time of each measurement, the depth to water below the measuring point, the pumping rate at the time of measurement, and any pertinent comments on conditions that may affect the measurements. Frequency of water-level measurements before, during, and after pumping shall be as specified by the Owner.

#### Measurement of Water Levels

Air Line Method. Two (2) ¼-inch tubes free of air leaks shall be installed in the well with the test pump, terminating 5 feet above the pump intake. The tube shall have an accurate altitude gage and air valve attached to it at the surface. The vertical distance from the bottom of the airline to the center of the gage shall be recorded. The line shall then be charged with air under pressure of at least 1 pound per square inch for each 2 feet of airline and until the gage will read no higher, and the water level in the well computed by subtracting the altitude in feet registered on the gage from the length of the airline.

Electric Sounder Method. At the option of the Owner, a commercially available electric sounder shall be provided such that it may be easily inserted and lowered into the well. Static water level, drawdown, and recovery measurements shall be made through this device, which shall have clearly and readily accessible reference marks at a maximum of 5-foot increments.

### **WELL DISINFECTION**

#### Scheduling Disinfection

The Contractor shall provide for disinfection as soon as cleaning procedures have been completed and the well equipment is installed. The Contractor shall carry out adequate cleaning procedures immediately preceding disinfection where evidence indicates that development work has not adequately cleaned the well. All oil, grease, soil, and other materials, which could harbor and protect bacteria from disinfectants, shall be removed from the well. Unless prior approval is obtained for employing chemicals or unusual cleaning methods, the cleaning operation is to be carried out by pumping and swabbing only. Where test pumping equipment is to be utilized, such equipment shall be

installed prior to or during disinfection and be thoroughly hosed, scrubbed, or otherwise cleaned of foreign material.

### Disinfectants

Chlorine or other compounds approved by state or local regulatory agencies shall be used as disinfectants. The disinfectant shall be delivered to the site of the work in original closed containers bearing the original label indicating the percentage of available chlorine. The disinfectant shall be recently purchased. Chlorine compounds in dry form shall not be stored for more than one year and storage of liquid compounds shall not exceed 60 days. During storage, disinfectants shall not be exposed to the atmosphere or to direct sunlight. Unless superseded by governmental regulation, the quantity of chlorine compounds used for disinfection shall be sufficient to produce a minimum of 50 ppm (parts per million) available chlorine in solution when mixed with the total volume water in the well. A 50-ppm solution should result from utilizing quantities of chlorine compounds, proportioned to the depth of water, as listed in the following table.

Chlorine Compound Required to Dose 100 Ft. of Water-Filled Well at 50 ppm				
Well Casing Diameter (inches)	Volume per 100 ft of Water Depth (gals)	Calcium Hypochlorite <sup>1</sup> 65% Available Cl <sub>2</sub> (dry wt.)	Sodium Hypochlorite <sup>2</sup> 12-trade-percent <sup>4</sup> (liquid measure)	Liquid Chlorine <sup>3</sup> 100% Available Cl <sub>2</sub> (pound)
4	65.28	0.7 oz	3.5 fl oz	0.03
6	146.9	1.5 oz	7.8 fl oz	0.06
8	261.1	2.7 oz	13.9 fl oz	0.11
10	408.0	4.2 oz	1.4 pt	0.17
12	587.5	6.0 oz	2.0 pt	0.25
16	1,044.0	10.7 oz	3.5 pt	0.44
20	1,632.0	1 lb 1.0 oz	0.7 gal	0.68
24	2,350.0	1 lb 8.0 oz	1.0 gal	0.98

**Note:**

1. Quantities of calcium hypochlorite – Ca (OCl)<sub>2</sub> – are based on 65% available chlorine by dry weight (16 oz = 1 lb).
2. Quantities of sodium hypochlorite – NaOCl – are based on 12-trade-percent available chlorine by US liquid measure (1 gal = 4 qt = 8 pt = 128 fl oz).
3. Quantities of Chlorine – Cl<sub>2</sub> – are based on 100% available chlorine by weight.
4. Trade percent is a term used by chlorine manufactures; trade percent x 10 = grams of available chlorine in 1 L of solution.

### Interim Disinfection

Should a delay of three days or more be anticipated between the completion of the well rehabilitation and the regularly scheduled well disinfection an interim disinfection shall be provided by the Contractor. The Contractor shall install an approved disinfecting agent in an amount equal to 10 percent of the amount required for final disinfection. For this purpose, the disinfecting agent shall be furnished or prepared in liquid form and placed in the well through a hose or tremie of sufficient length to extend to the bottom of the well. The disinfecting agent shall be applied through the hose, which is to be raised and lowered, to achieve uniform distribution of the solution throughout the well.

### Disinfection Procedure

Unless otherwise modified – due to problems involved with the specific well or conflict with local, state, or federal governmental regulatory agency requirements – disinfection procedure shall include, but not be limited to the following:

Provide reliable means for ensuring that the disinfecting agent is uniformly applied throughout the entire water depth of the well to provide a chlorine residual of approximately 50 mg/L.

The well shall be chlorinated by treating the water in the well casing to provide a chlorine residual of approximately 50 mg/L, circulating the chlorinated water within the well casing and pump column, and pumping the well to waste to remove chlorinated water. After the water in the casing has been treated to obtain an average chlorine residual of 50 mg/L in the entire volume of water in the well, the well shall be surged at least three times to improve the mixing and induce contact of the chlorinated water with the adjacent aquifer. The chlorinated water shall be allowed to rest in the casing for at least 12 hours but for no more than 24 hours.

Following completion of the treatment of the well, the pump shall be operated so as to return a flow of several hundred gallons per minute down the well casing while the rest of the pumped water is discharged to waste. The discharge water shall be tested periodically for chlorine residual. When zero chlorine residual is measured, the well shall be pumped for at least an additional 15 minutes to waste before sampling for bacteriological evaluation.

The disposal point for the purged water shall be as selected so as to minimize potential damage to the public, aquatic life, or vegetation. Any oil or other significant contaminants pumped from the well must be collected for proper disposal. If the discharge of chlorinated water would be harmful to the public, vegetation or wildlife, measures must be taken either to impound the highly chlorinated water or to neutralize the chlorine, such that no chlorinated water is discharged to the environment. Federal, state, or local environmental regulations may require special provisions or permit prior to disposal of highly chlorinated water.

This Work shall be paid for at the Contract Unit Price shown on the Schedule of Prices as “Perform Well Disinfection.”

### **WATER SAMPLES AND ANALYSIS**

#### Bacteriological Analyses

Bacterial. A sample of the water from the well should be collected and analyzed for bacteria including coliform organisms after all traces of development and disinfectant chemicals have been removed from the well. If the laboratory analysis shows the water is not safe to use, disinfection and analysis shall be repeated until negative (good) results are reported by the laboratory, or until it is determined by the health department that disinfection of the well cannot overcome the problem. In the event that the analysis fails to produce the desired result, the Contractor shall repeat the disinfection and bacteriological analysis procedure within two days of determining that the previous sample failed in an effort to bring the well back on- line in a timely manner. Satisfactory disinfection is demonstrated when two consecutive water samples collected from the completed project at least 24 hours apart indicate no bacterial growths. The Owner shall be responsible for collecting and testing the bacteriological samples.

**WELL REHABILITATION USING CHEMICAL TREATMENT**

If directed by the Owner, Well 6 shall be chemically treated to remove mineralization and biological growth. The Contractor will prepare a plan for rehabilitation of the well and submit to the Owner for approval. It is expected that the plan will include using air bursting. Mandatory Alternate Bid Items are included for the addition of an acid and/or a biocide to treat the mineralization and biological growth, agitation of the well using a technique such as hydraulic jetting to induce the chemicals into the formation, and then neutralization of the chemicals within the well. The Contractor shall review the options and development protocol with the Owner prior to performing the Work.

This Work shall be paid for at the Contract Unit Price on the Schedule of Prices as "Perform Air Burst Rehabilitation of Well Formation" and "Furnish Sodium Hypochlorite – Liquid For Chemical Treatment of Well". These unit prices shall include neutralization of chemicals and disposal of treated water, per instructions in PRODUCTION TESTING, under the subsection Location of Discharge.

## Kane County Prevailing Wage Rates posted on 10/5/2023

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.70	52.70	2.0	1.5	2.0	2.0	11.89	27.82	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	N	BLD		44.56	46.96	1.5	1.5	2.0	2.0	14.08	17.14	0.00	0.89	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	S	BLD		43.08	45.88	1.5	1.5	2.0	2.0	17.30	15.06	0.00	1.51	0.00	0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		49.22	67.16	1.5	1.5	2.0	2.0	7.00	13.79	0.00	1.47	1.48	0.00	0.00
ELECTRIC PWR GRNDMAN	All	ALL		37.81	67.16	1.5	1.5	2.0	2.0	7.00	10.58	0.00	1.14	1.13	0.00	0.00
ELECTRIC PWR LINEMAN	All	ALL		59.17	67.16	1.5	1.5	2.0	2.0	7.00	16.57	0.00	1.77	1.78	0.00	0.00
ELECTRIC PWR TRK DRV	All	ALL		39.19	67.16	1.5	1.5	2.0	2.0	7.00	10.98	0.00	1.17	1.18	0.00	0.00
ELECTRICIAN	N	ALL		54.61	59.01	1.5	1.5	2.0	2.0	16.24	21.75	0.00	1.64	0.00	0.00	0.00
ELECTRICIAN	S	BLD		53.32	57.57	1.5	1.5	2.0	2.0	18.05	19.93	0.00	1.87	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00

## Kane County Prevailing Wage Rates posted on 10/5/2023

MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	15.28	18.00	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.77	1.20	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		48.75	51.68	1.5	1.5	2.0	2.0	17.33	20.33	0.00	1.15	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.00	54.00	1.5	1.5	2.0	2.0	11.83	15.56	0.00	0.99	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.70	59.45	1.5	1.5	2.0	2.0	14.45	18.70	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		48.83	52.74	2.0	2.0	2.0	2.0	13.31	25.25	0.00	1.28		0.00	0.00

## Kane County Prevailing Wage Rates posted on 10/5/2023

STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCKPOINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

### Legend

**Rg** Region

**Type** Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.



## **Kane County Prevailing Wage Rates posted on 10/5/2023**

### **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### **CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### **COMMUNICATIONS TECHNICIAN**

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

### **MARBLE FINISHER**

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation

## **Kane County Prevailing Wage Rates posted on 10/5/2023**

of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

### **OPERATING ENGINEER - BUILDING**

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

## **Kane County Prevailing Wage Rates posted on 10/5/2023**

Class 6. Gradall.

Class 7. Mechanics; Welders.

### **OPERATING ENGINEERS - HIGHWAY CONSTRUCTION**

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical;

## **Kane County Prevailing Wage Rates posted on 10/5/2023**

Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

### **OPERATING ENGINEERS - FLOATING**

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

### **TRAFFIC SAFETY Worker I**

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

### **TRAFFIC SAFETY WORKER II**

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

## **Kane County Prevailing Wage Rates posted on 10/5/2023**

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### **TERRAZZO FINISHER**

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

### **Other Classifications of Work:**

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

### **LANDSCAPING**

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

### **MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II**

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

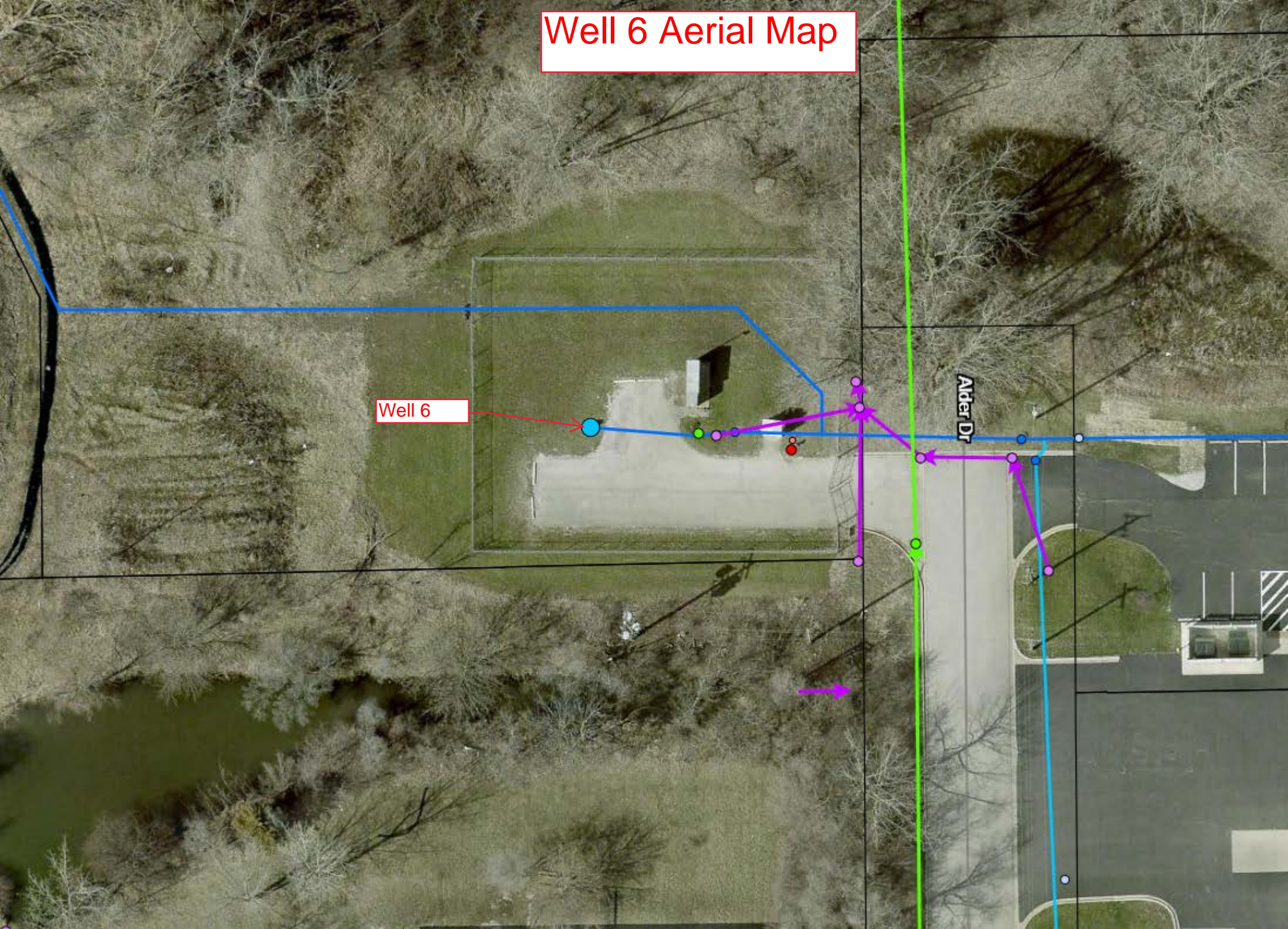
## **Kane County Prevailing Wage Rates posted on 10/5/2023**

## **EXHIBIT 1**

Well 6 Aerial Map



# Well 6 Aerial Map



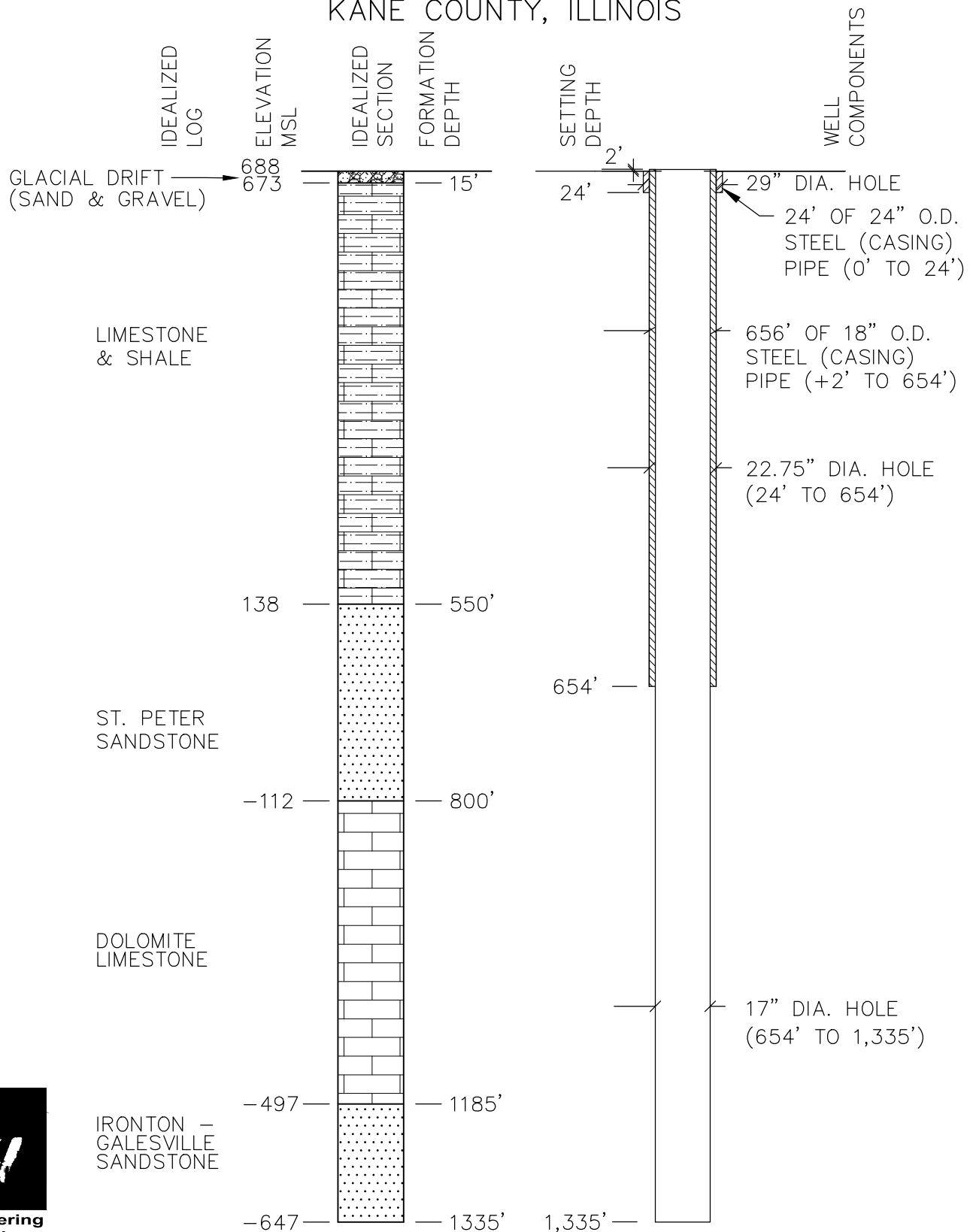


## **EXHIBIT 2**

### **Schematic of Well 6**

These are the best available drawings and documents on file; the Contractor shall be responsible for field verifying the information and assessing the current conditions of the project area.

# SCHEMATIC OF PROPOSED WATER WELL No. 6 (DEEP CONSOLIDATED AQUIFER) VILLAGE OF NORTH AURORA KANE COUNTY, ILLINOIS



**Engineering Enterprises, Inc.**

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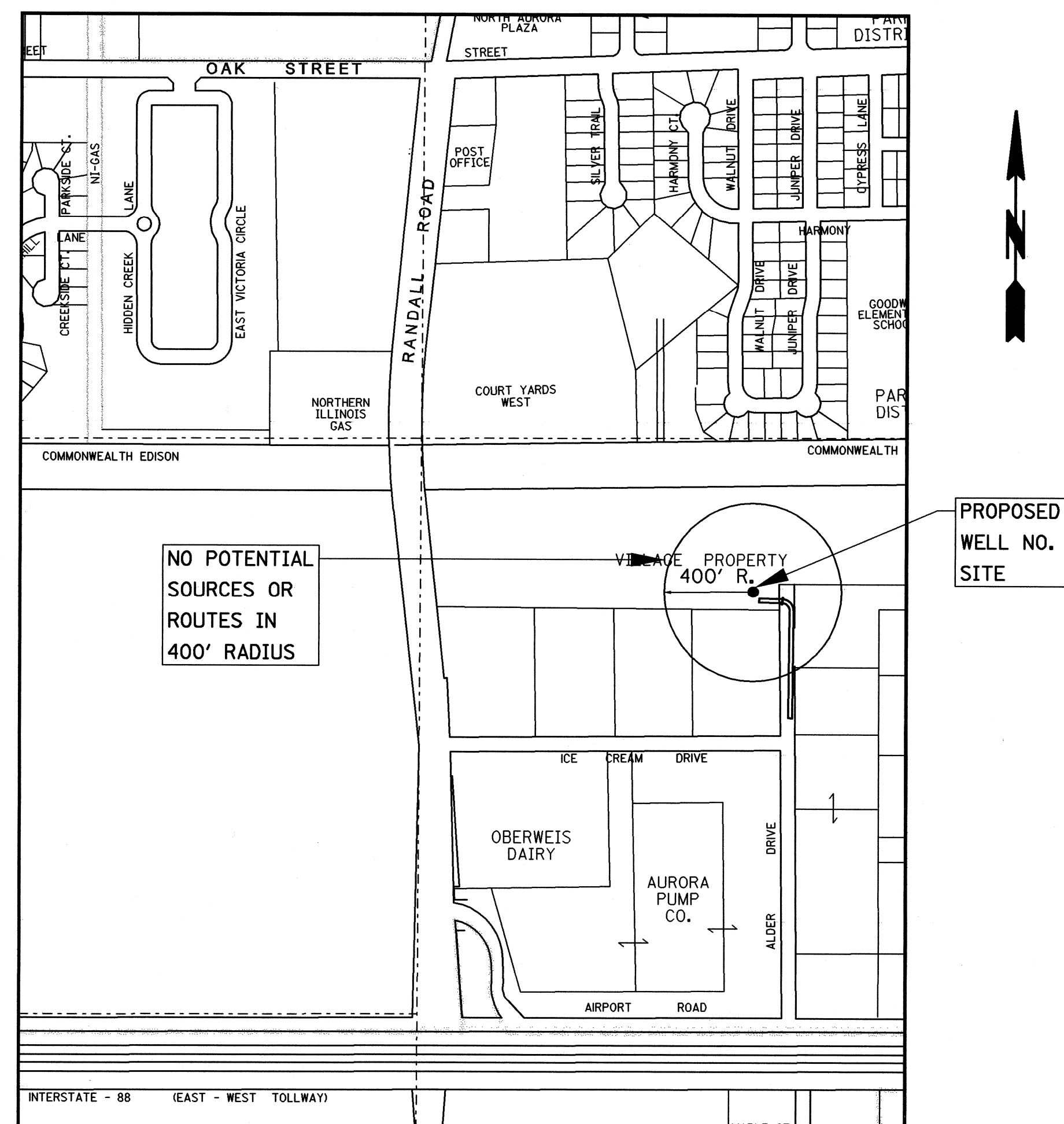
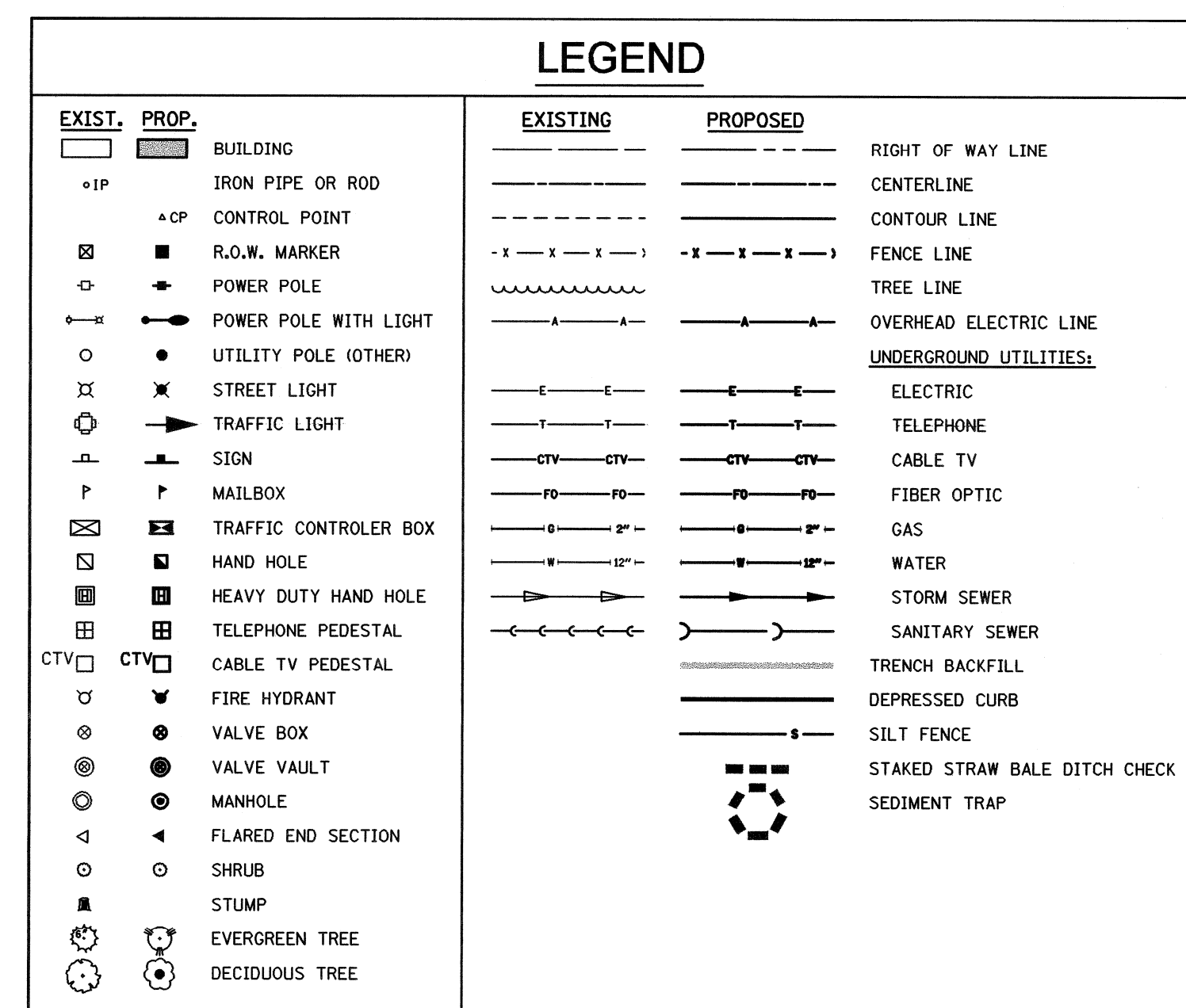
PROJECT NO: N02208  
FILE NO: N02208 WELL LOGS.DWG

## **EXHIBIT 3**

### **Historical Drawings – Original Construction of Well 6**

These are the best available drawings and documents on file; the Contractor shall be responsible for field verifying the information and assessing the current conditions of the project area.

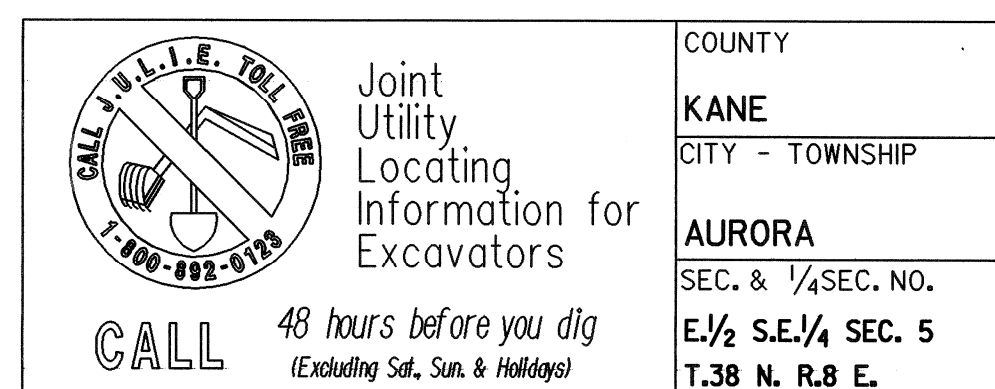
# KANE COUNTY, ILLINOIS



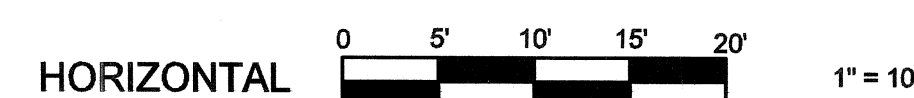
## INDEX OF DRAWINGS

1. PROJECT TITLE, LEGEND, INDEX OF DRAWINGS
2. APPLICABLE STANDARD SPECIFICATIONS,  
GENERAL SPECIAL PROVISIONS
3. SUBMERSIBLE PUMP SECTION &  
CONSTRUCTION DETAILS
4. PROPOSED SITE WORK
5. ELECTRICAL SCHEMATICS AND DETAILS
6. ELECTRICAL & CHLORINATION PLAN AND DETAILS


## LOCATION MAP



## SCALE OF PLANS



*D. A. Watson*  
DANIEL A. WATSON  
ILLINOIS REGISTERED PROFESSIONAL ENGINEER  
No. 062-048073 EXPIRES 11-30-03

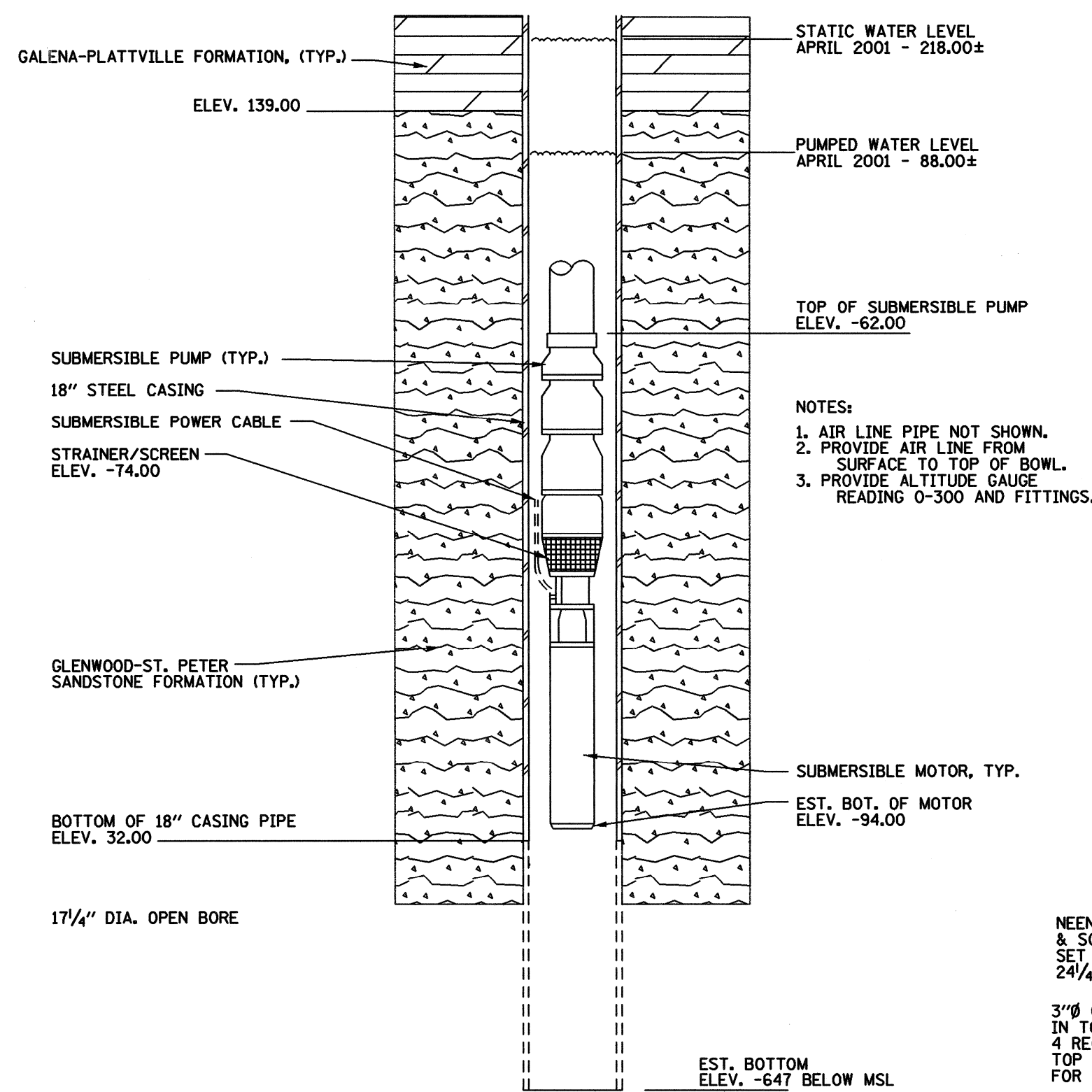
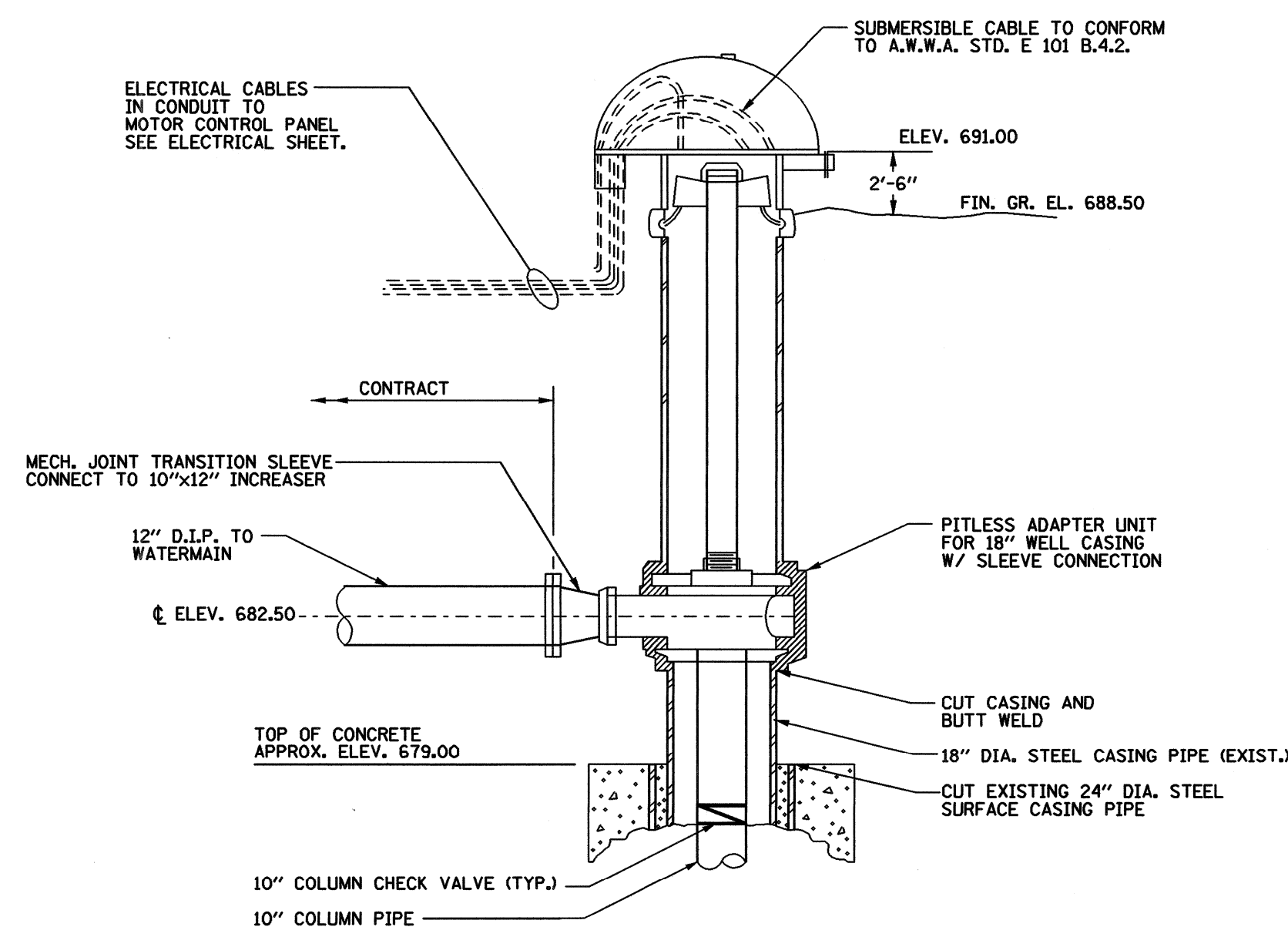
This drawing shall not be used nor reproduced either wholly or in part except when authorized by the engineer- Rempe-Sharpe	ACTION	NAME					 <b>REMPE-SHARPE</b> <b>CONSULTING ENGINEERS</b> IL P.D.F. LICENSE NO. 184-000895 324 WEST STATE STREET - GENEVA, ILLINOIS 60134 Telephone (630) 232-0827 - Fax (630) 232-1629	PROJECT		SHEET TITLE		SCALE	PROJECT NO.	SHEET
	Design	D.A.W.						WELL NO. 6 VILLAGE OF NORTH AURORA NORTH AURORA, ILLINOIS		PROJECT TITLE, LEGEND AND SUMMARY OF QUANTITIES		NONE	NA-184	No.
	Drawn	C.L.											DATE	
	Checked	D.A.W.											NOV. 2001	Of
		No.	Date	Revisions		By								



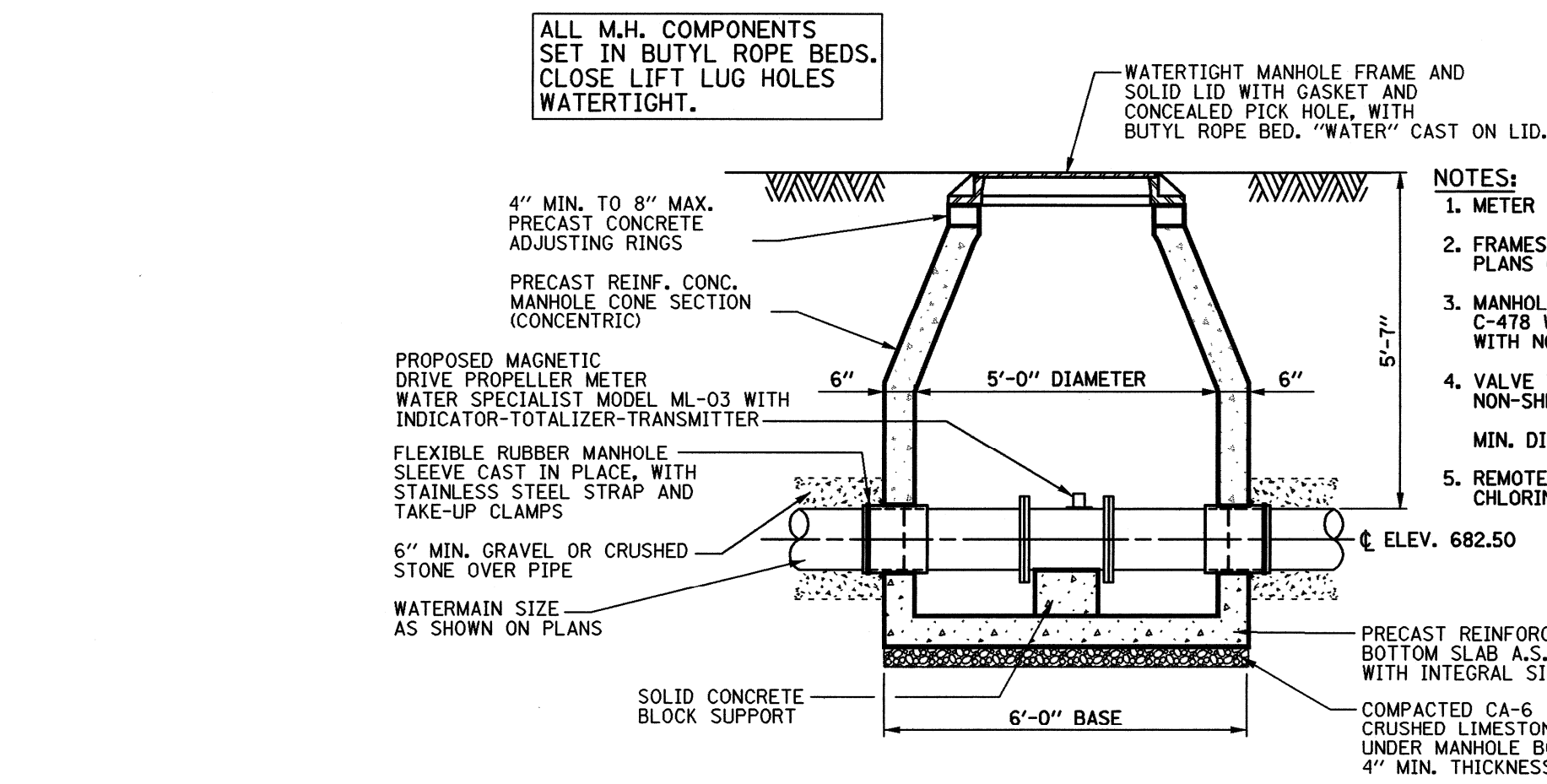




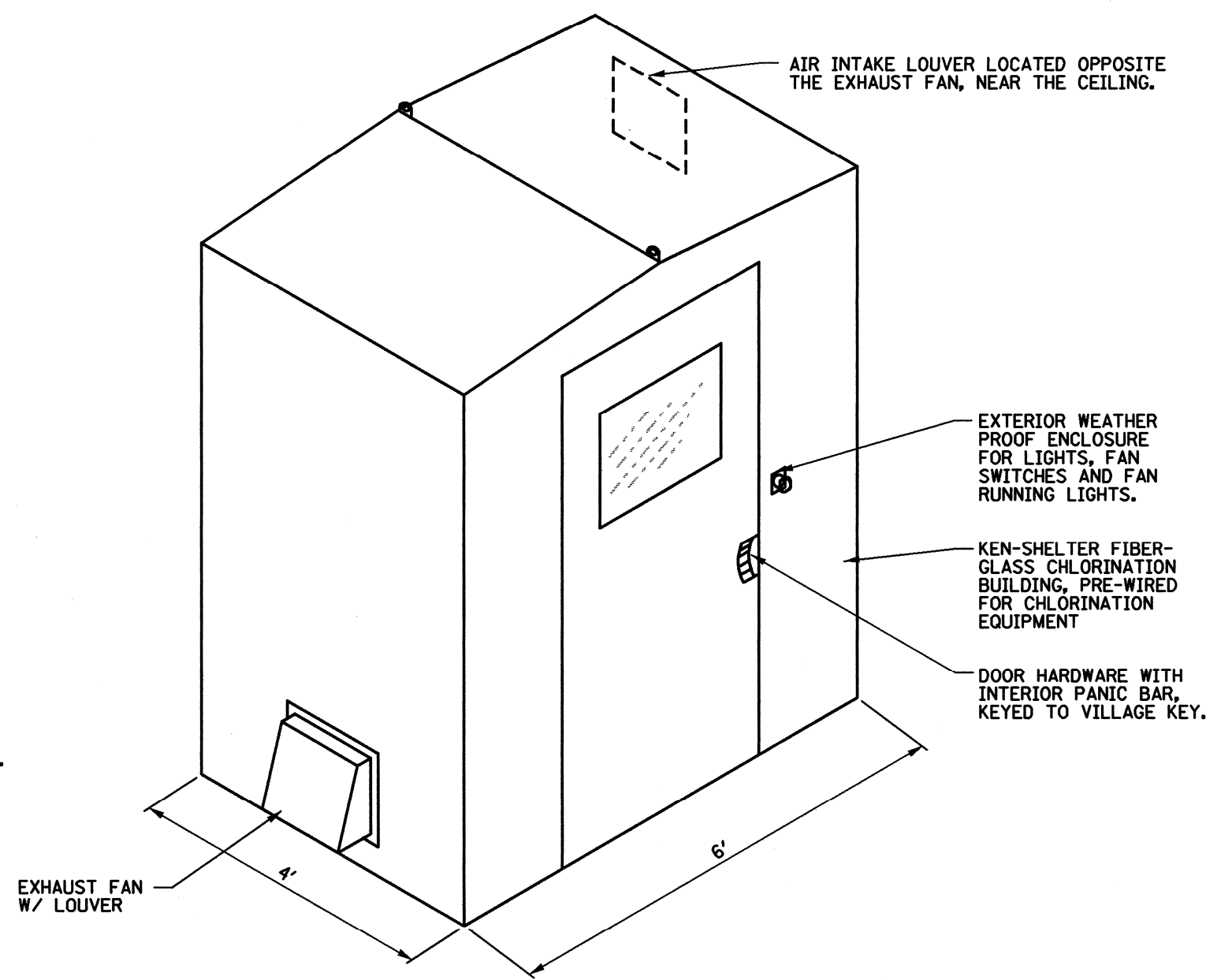
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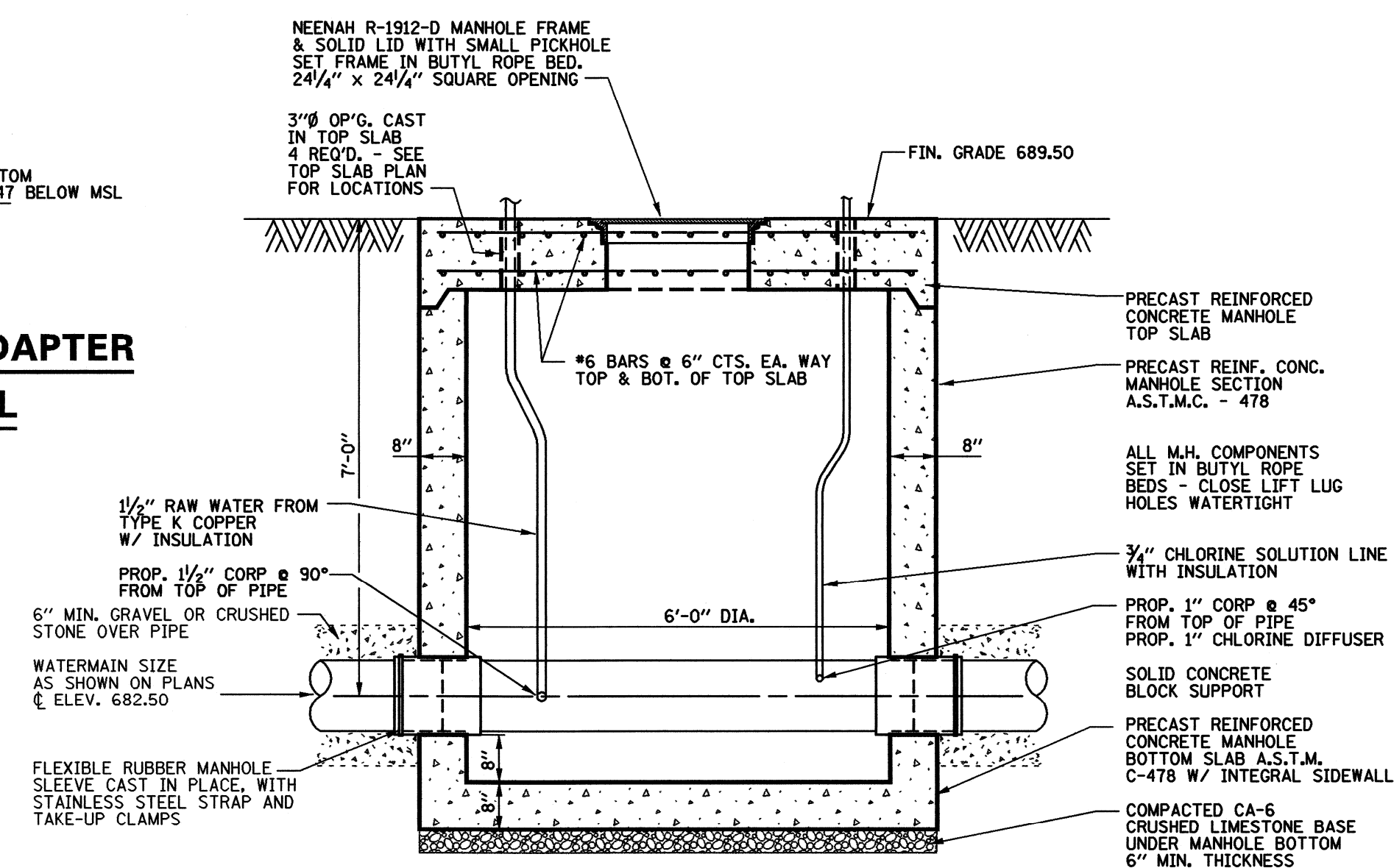
### CONTRACT NO. 2 WELL PUMP & PITLESS ADAPTER INSTALLATION DETAIL



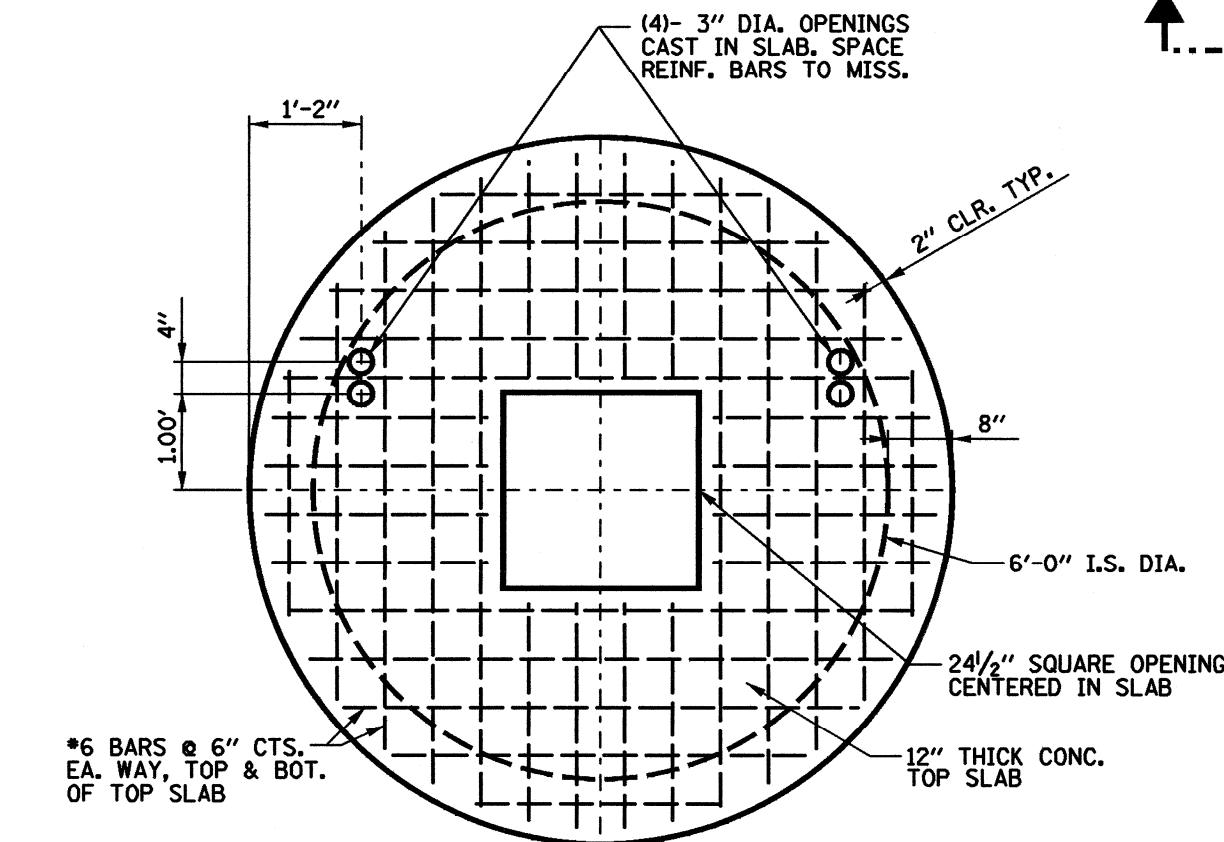
### TYPICAL DETAIL OF METER VAULT



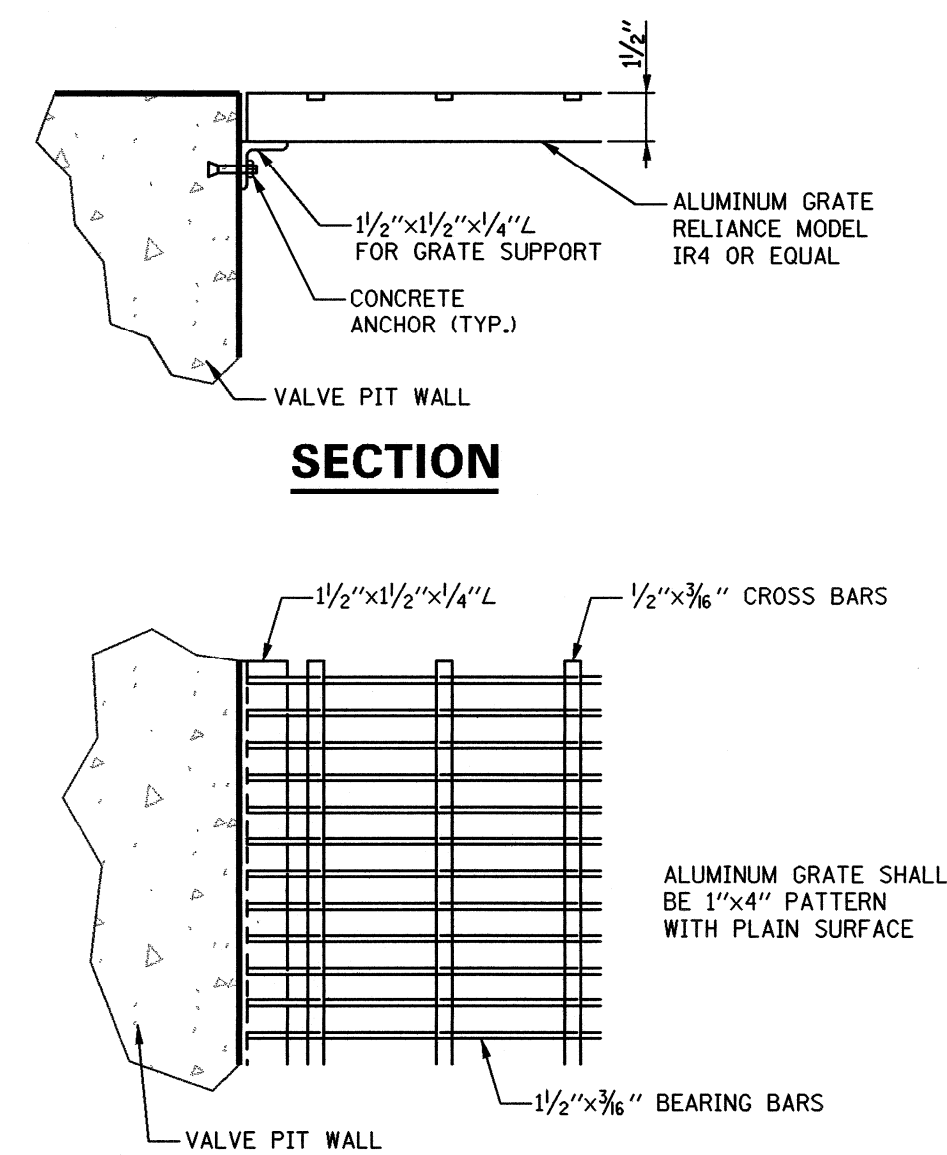
### CHLORINATION BUILDING



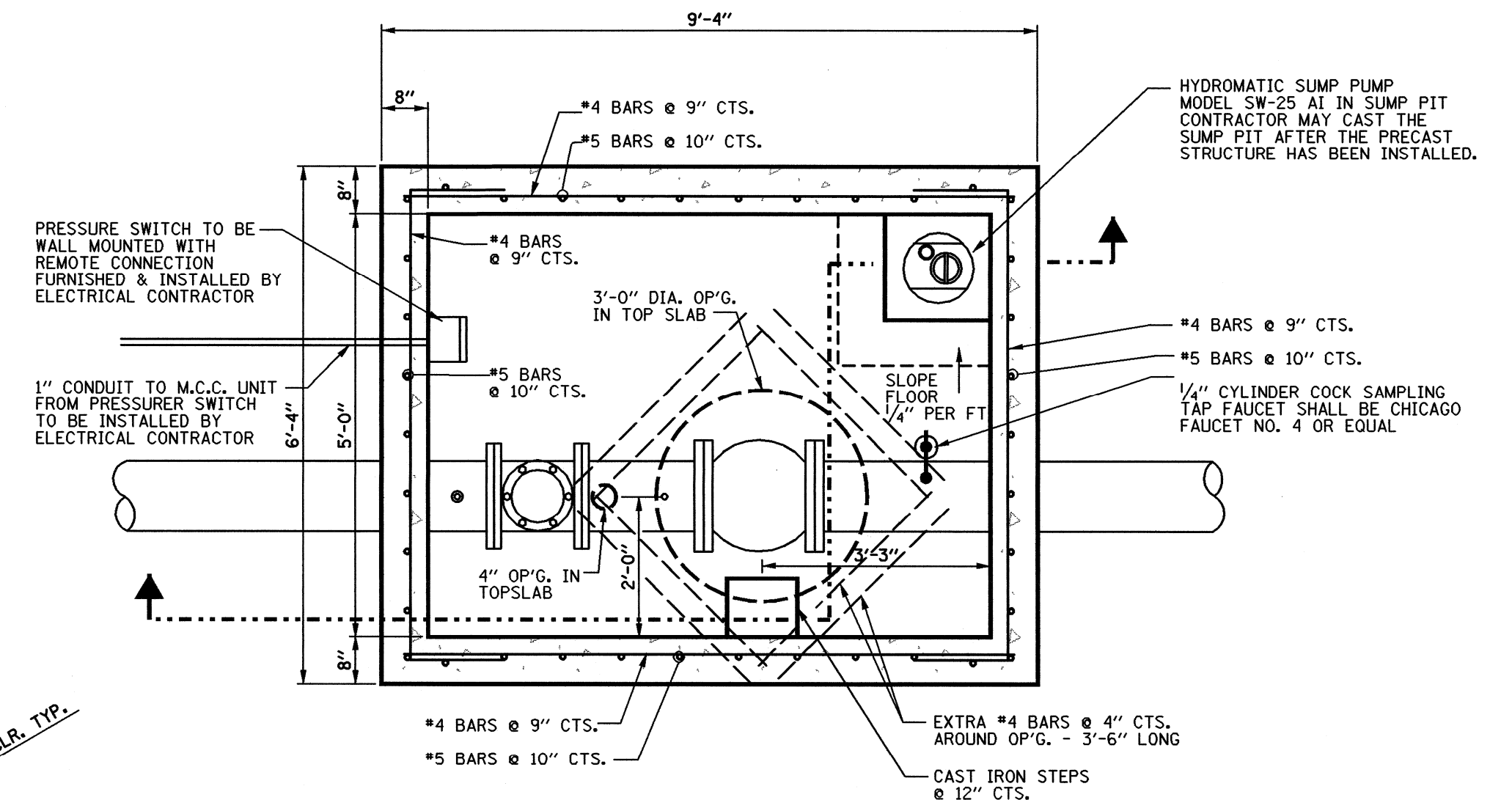
### SECTIONAL ELEVATION WATER VAULT TYPE C



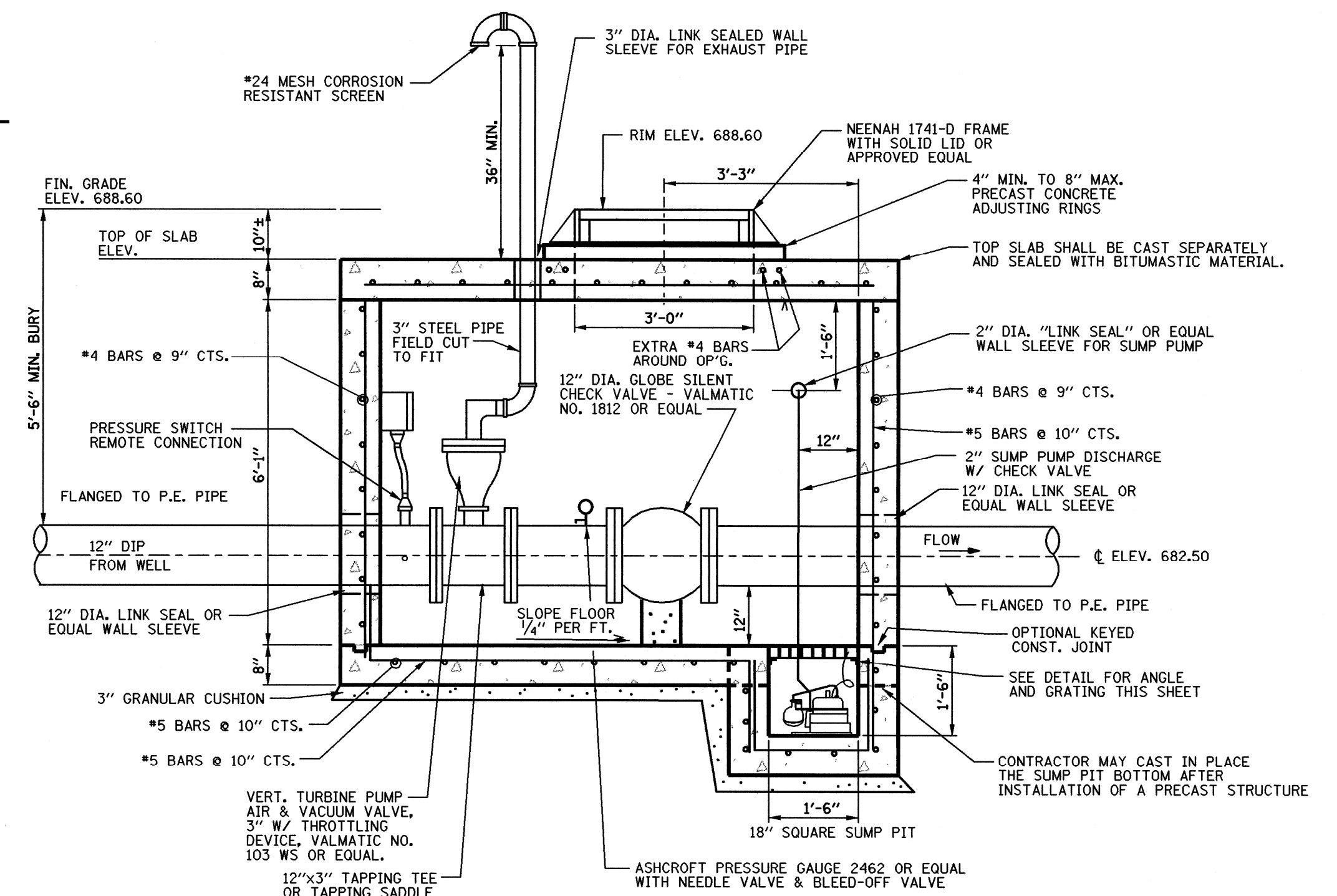
### PRECAST REINFORCED CONCRETE TOP SLAB FOR WATER VAULT TYPE C



### PLAN ALUMINUM GRATE AND SUPPORT DETAIL



### PLAN



### SECTION A-A

### REINFORCED CONCRETE VALVE PIT STRUCTURE

- NOTES:
1. REINFORCED CONCRETE PIT STRUCTURE SHALL BE PRECAST OR CAST IN PLACE AT THE CONTRACTOR'S OPTION.
  2. THE COST OF THE FRAME & LID, 3\"/>
  3. CUT BARS FOR OPENINGS AND PROVIDE EXTRA BARS AROUND 12\"/>
  4. IF CHECK VALVE IS SUPPLIED WITH FLANGED ENDS, THE CONTRACTOR SHALL PROVIDE ALL REQUIRED FITTINGS & GLANDS TO CONNECT TO PLAIN END PIPE. COST INCIDENTAL.
  5. PRESSURE SWITCH AND FLOAT SWITCH SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR.

This drawing shall not be used nor reproduced either wholly or in part except when authorized by the engineer- Rempe-Sharp

ACTION	NAME
Design	D.A.W.
Drawn	CSL
Checked	D.A.W.

No.	Date	Revisions	By

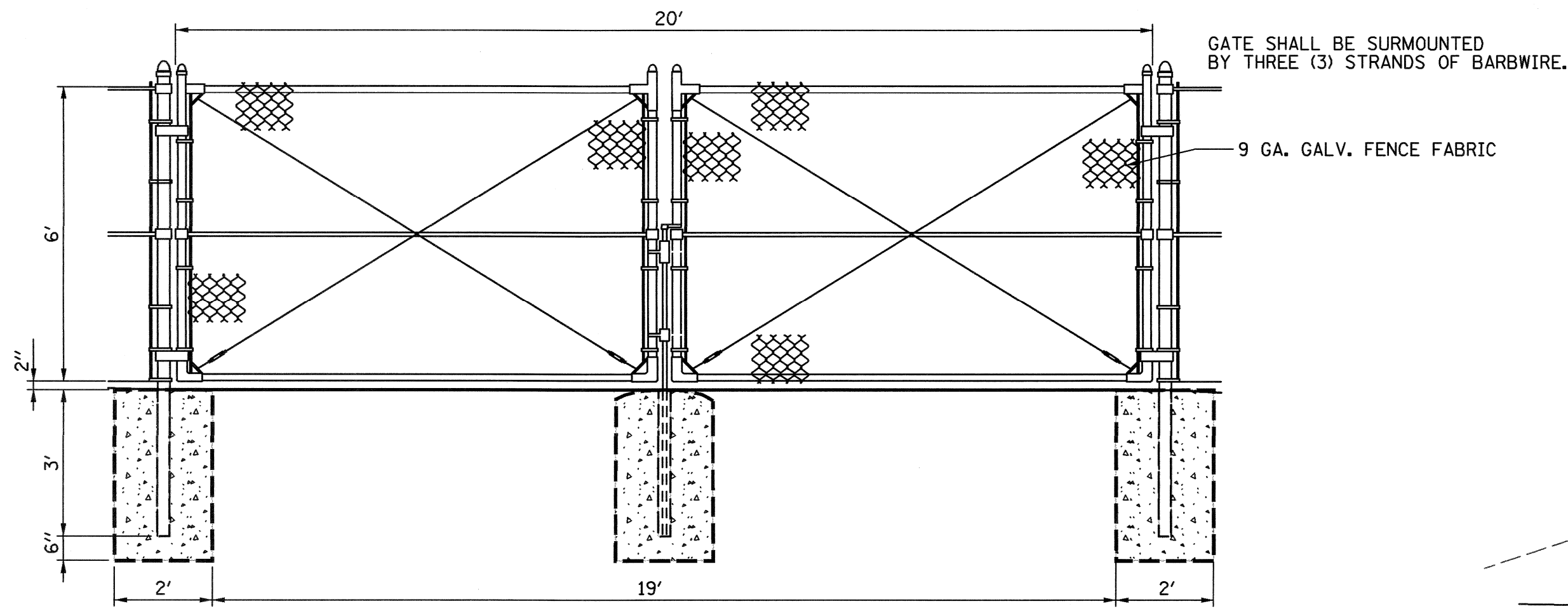
**REMPE-SHARPE**  
CONSULTING ENGINEERS  
IL P.D.F. LICENSE NO. 184-000895  
324 WEST STATE STREET - GENEVA, ILLINOIS 60134  
Telephone (630) 232-0827 - Fax (630) 232-1629

PROJECT  
**WELL NO. 6  
VILLAGE OF NORTH AURORA  
NORTH AURORA, ILLINOIS**

SHEET TITLE  
**SUBMERSIBLE PUMP SECTIONS  
AND CONSTRUCTIONS DETAILS**

SCALE	PROJECT NO.	SHEET
AS NOTED	NA-184	No. <b>3</b>
	DATE	Of <b>6</b>
	MAY 2001	

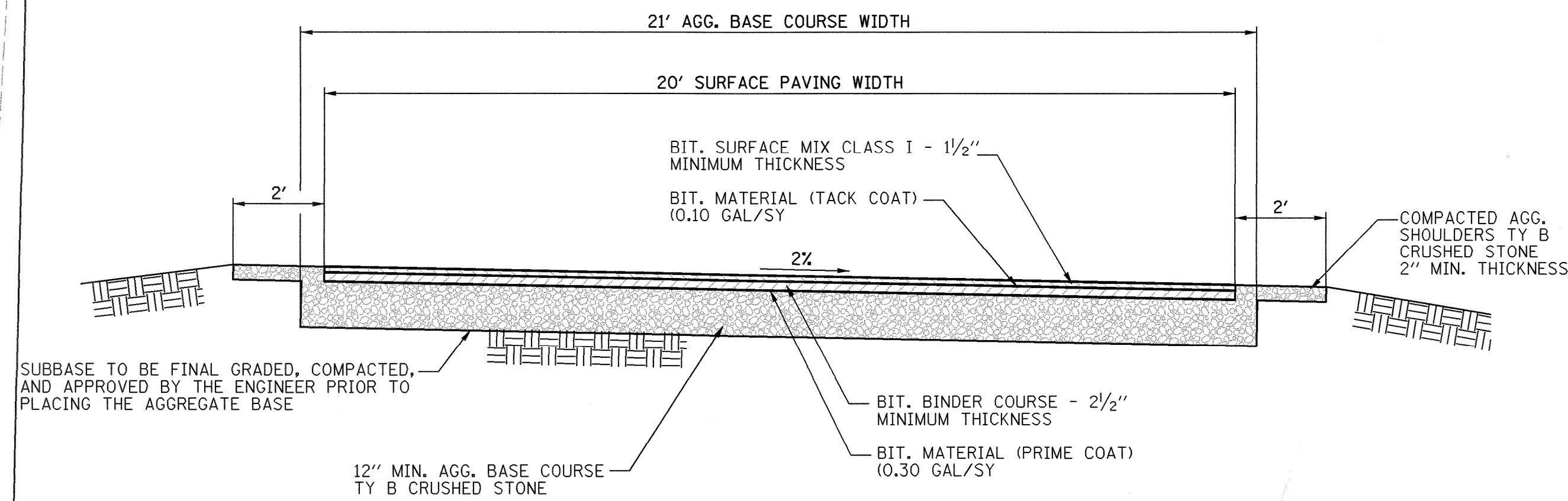




### ACCESS ROAD GATE

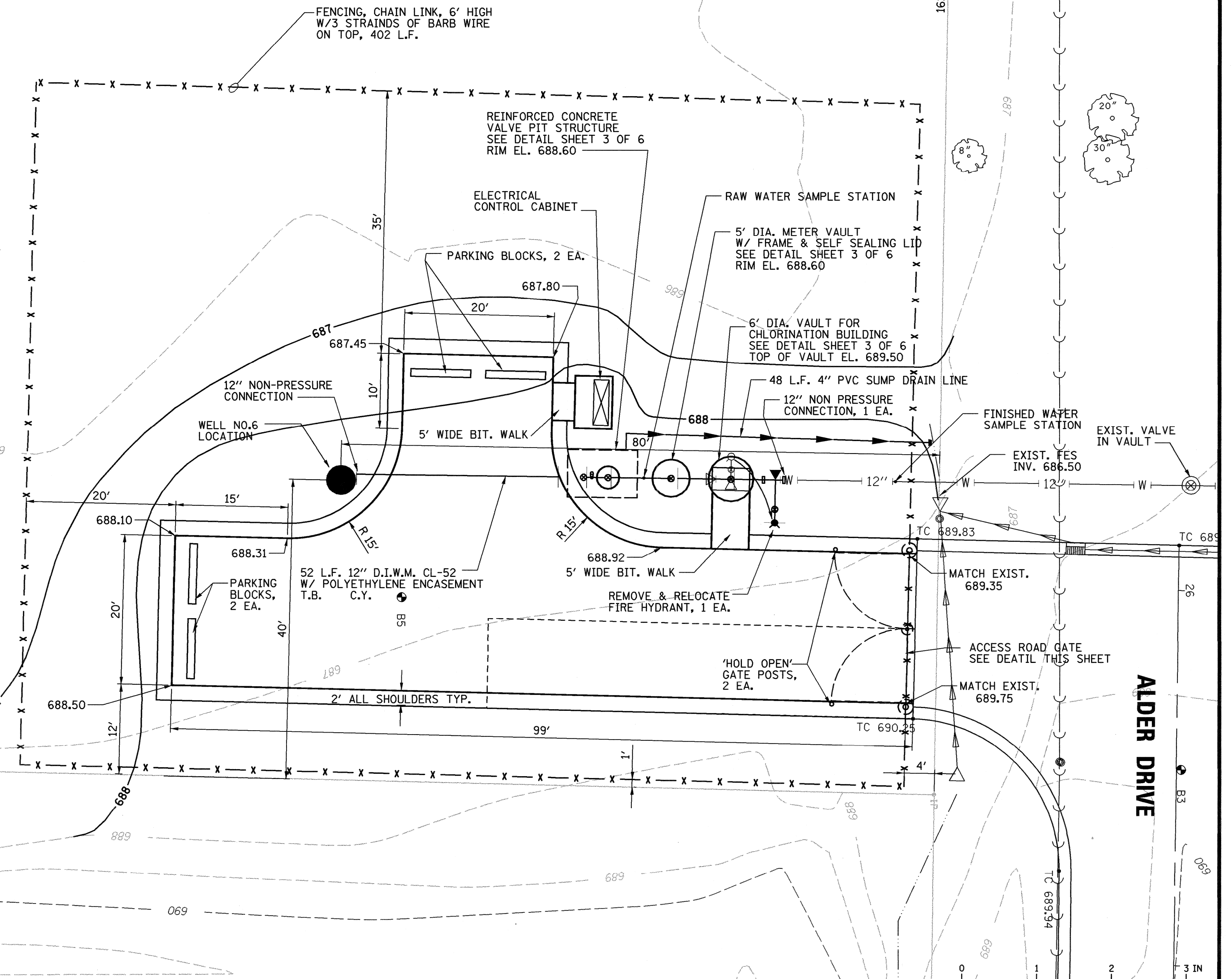
#### NOTES:

1. COMPLETE LAYOUT DRAWINGS, DETAILS & SPECIFICATIONS SHALL BE SUBMITTED TO THE ENGINEER FOR ACCEPTANCE.
2. CONTRACTOR SHALL PAINT ALL PIPING, COLLOR SHALL BE SELECTED BY THE VILLAGE OF NORTH AURORA.
3. ACCESS ROAD GATE SHALL BE INSTALLED WITH TWO ADDITIONAL POSTS TO HOLD THE GATE IN AN OPEN POSITION.



### TYPICAL SECTION

LIMITS OF RESTORATION  
TOPSOIL, 4" MIN. - 3700 S.Y.  
HYDRO-SEEDING - 3700 S.Y.



SYMBOL	EXPLANATION
	SWITCH OR CIRCUIT BREAKER OPERATING HANDLE
	CIRCUIT BREAKER (POLES AND TRIP AS INDICATED)
	LIGHTING ARRESTOR
	CURRENT TRANSFORMER (RATIO AS INDICATED)
	POTENTIAL TRANSFORMER (PRI. & SEC. VOLTAGE AS INDICATED)
	FULL-VOLTAGE REVERSING MAGNETIC STARTER (NUMBER INDICATES NEMA SIZE RATING)
	MAGNETIC STARTER WITH AUXILIARY CONTACTS (ALL MAGNETIC STARTERS TO BE FURNISHED W/ A MINIMUM OF 1-N.O. & 1-N.C. AUXILIARY CONTACTS IN ADDITION TO THOSE SHOWN)
	FULL-VOLTAGE REVERSING MAGNETIC STARTER (NEMA SIZE AS INDICATED)
	2-SPEED MAGNETIC STARTER (NEMA SIZE & MULTI SPEED MOTOR TYPE (CP=CONSEQUENT POLE; SW=SEPARATE WINDING) AS INDICATED
	AMMETER OR VOLTMETER PHASE SELECTOR SWITCH
	AMMETER SWITCH (4-POSITION WITH "OFF")
	VOLTMETER SWITCH (4- POSITION WITH "OFF")
	AMMETER
	VOLTMETER
	GROUND
	BUS OR LINE CONNECTION
	CONTROL RELAY
	TIME DELAY RELAY
	MOTOR-DRIVEN TIMER
	TIME CLOCK BASED CONTROL DEVICE
	RUNNING TIME METER (6-DIGIT, HOURS AND TENTHS)
	UNIT DOOR MOUNTED RUNNING TIME METER
	"HAND-OFF-AUTO" SELECTOR SWITCH
	"HAND-OFF-AUTO" SELECTOR SWITCH
	UNIT DOOR MOUNTED SELECTOR SWITCH
	"START-STOP" PUSHBUTTON CONTROL STATION
	UNIT DOOR MOUNTED START-STOP PUSHBUTTONS
	PUSH-TO-SET, 120/6 VOLT TRANSFORMER TYPE INDICATING PILOT LIGHT WITH COLORED LENS CAP AS INDICATED R=RED G=GREEN A=AMBER
	UNIT DOOR MOUNTED INDICATING PILOT LIGHT
	"START-STOP" PUSHBUTTON CONTROL STATION WITH INDICATING PILOT LIGHT
	UNIT DOOR MOUNTED "TEST" PUSHBUTTON
	FUSE
	GROUND DETECTOR SYSTEM - INCLUDING TRANSFORMERS & WHITE INDICATING PILOT LIGHTS
	3-PHASE OVER AND UNDER VOLTAGE RELAY
	3-PHASE PHASE-FAILURE AND PHASE-REVERSAL RELAY
	LIGHTING OR POWER TRANSFORMER (CHARACTERISTICS AS INDICATED)
	ELECTRIC UNIT HEATER (SIZE AS INDICATED)
	ELECTRIC INDUCTION MOTOR (APPROXIMATE HORSEPOWER INDICATED)
	ENGINE-DRIVEN GENERATOR
	AREA LIGHTING SYSTEM
	THERMOSTAT
	LIMIT SWITCH
	FLOAT SWITCH
	SOLENOID VALVE
	PRESSURE SWITCH
	JUNCTION BOX
	FLEXIBLE CONNECTOR
	WATERTIGHT DUPLEX OUTLET
	INDICATES CONDUIT SIZE, NUMBER & SIZE OF CONDUCTORS
	CONDUIT RUN EXPOSED ALONG WALL
	CONDUIT RUN EXPOSED ALONG CEILING
	CONDUIT RUN UNDERGROUND

SYMBOL	EXPLANATION
	CIRCUIT BREAKER (3-POLE)
	SAFETY DISCONNECT SWITCH
	THERMAL OVERLOAD RELAY
	THREE PHASE MOTOR
	CONTROL CIRCUIT TRANSFORMER
	FUSE
	SELECTOR SWITCH
	TWO-CIRCUIT SELECTOR SWITCH
	PUSHBUTTON CONTROL STATION (NORMALLY CLOSED)
	PUSHBUTTON CONTROL STATION (NORMALLY OPEN)
	PUSHBUTTON CONTROL STATION (MAINTAINED CONTACT)
	FLOAT SWITCH (CLOSE ON RISING LEVEL)
	FLOAT SWITCH (CLOSE ON FALLING LEVEL)
	TIME DELAY CONTACT (TIMED OPEN AFTER ENERGIZATION)
	TIME DELAY CONTACT (TIMED CLOSE AFTER ENERGIZATION)
	TIME DELAY CONTACT (TIMED OPEN AFTER DE-ENERGIZATION)
	TIME DELAY CONTACT (TIMED CLOSE AFTER DE-ENERGIZATION)
	LIMIT SWITCH (NORMALLY CLOSED - HELD OPEN)
	LIMIT SWITCH (NORMALLY OPEN - HELD CLOSED)
	PRESSURE SWITCH (OPEN ON PRESSURE INCREASE)
	PRESSURE SWITCH (CLOSE ON PRESSURE INCREASE)
	RELAY CONTACT (NORMALLY OPEN)
	RELAY CONTACT (NORMALLY CLOSED)
	MAGNETIC STARTER COIL
	CONTROL RELAY COIL
	TIME DELAY RELAY COIL
	TIMER MOTOR
	RUNNING TIME METER
	INDICATING PILOT LIGHT (PRESS-TO-TEST TYPE)
	SOLENOID
	WIRING TERMINAL
	DOT INDICATES WIRING CONNECTION
	NO CONNECTION
	WIRING CONNECTION TO CONDUCTOR INDICATED
	REMOTE FIELD WIRING

DESIG.	DESCRIPTION
F-1	DAYBRITE "VAPORLUME" CAT. R41231 (OR EQUAL) ENCLOSED & GASKETED CEILING MOUNT FLOUR, FIXTURE WITH (2) FB40LWRS CW LAMPS AND ENERGY SAVING BALLAST - 120V (WATT MISER OR EQUAL). MOUNTED FLUSH AGAINST THE CEILING.

[illegible]

480V, 60-HZ.

CB-2  
(2P-15A)

H1 H3 H2 H4

1-PH. XFMR  
(2 KVA)

X1 X2

(120 VAC)

CB-3  
1P-20A

(SUMP PUMP)

CB-4  
1P-15A

(SCADA SYS.)

CB-5  
1P-20A

(GFI RECEPTACLE)

CB-5  
1P-15A

(STRIP HEATERS)

Diagram illustrating a three-way switch controlling two lights (CR1 and CR2) and a fan. The circuit includes a three-way switch, a 3-WAY SWITCH PILOTS, LOUVERS, EXHAUST FAN, and a THERMOSTAT. The wiring is as follows:

- The three-way switch has two common terminals and two traveler terminals.
- One common terminal is connected to CR1.
- The other common terminal is connected to CR2.
- The two traveler terminals are connected to the two traveler terminals of the three-way switch.
- The three-way switch is also connected to a 3-WAY SWITCH PILOTS, which is connected to LOUVERS and EXHAUST FAN.
- The THERMOSTAT is connected to CR1 and CR2.
- The DOOR SWITCH is connected to CR1 and CR2.

N:\DGN\NA\NA184\NA184ELEC.DGN

This drawing shall not be used nor reproduced either wholly or in part except when authorized by the engineer- Rempe-Sharpe	ACTION	NAME					 <b>REMPE-SHARPE</b> <b>CONSULTING ENGINEERS</b> IL P.D.F. LICENSE NO. 184-000895 324 WEST STATE STREET - GENEVA, ILLINOIS 60134 Telephone (630) 232-0827 - Fax (630) 232-1629	PROJECT		SHEET TITLE		SCALE	PROJECT NO.	SHEET
	Design	D.A.W.						WELL NO. 6 VILLAGE OF NORTH AURORA NORTH AURORA, ILLINOIS		ELECTRICAL SCHEMATICS AND DETAILS		NONE	NA-184	No. <b>5</b>
	Drawn	C.L.											DATE	Of <b>6</b>
	Checked												NOV. 2001	



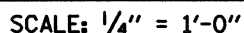


## LIGHTING PANELBOARD SCHEDULE

# ELECTRIC UNIT HEATER SCHEDULE



ELECTRICAL WIRING TO BE  
COORDINATED WITH CONTRACT  
NO.4 - SITE WORK.  
SEE SPECIFICATION 15,  
SECTION GPS-3-PAGE 12 OF 63.



0		1	2	3
SCALE		PROJECT NO.		SHEET
AS NOTED	NA-184		No.	
	DATE		Of	
	NOV. 2001			

## **EXHIBIT 4**

### **Pump Installation Plan for Well 6**

These are the best available drawings and documents on file; the Contractor shall be responsible for field verifying the information and assessing the current conditions of the project area.



## Byron Jackson Pump Division

### SUBMERSIBLE OUTLINE PITLESS ADAPTER CONSTRUCTION

DATE November 28, 2012

NAME OF CUSTOMER

VILLAGE OF NORTH AURORA

WELL NO. 6

LAYNE JOB NO. 20524W

PITLESS MANUFACTURER BAKER

MODEL NUMBER 7PS1820WBWE010M10S

10 " LINE PIPE T&C COLUMN

10 " MECHANICAL JOINT DISCHARGE

BOWL ASSEMBLY 13MQ/12MQL / 15 STAGE

350 HP 1770 RPM B.J. SUBM. MOTOR TYPE H

17 SIZE 3 PH. 60 HERTZ 2300 VOLT

1200 GPM 838 TDH

CABLE SIZE 1/0 VOLTAGE 5kV LENGTH

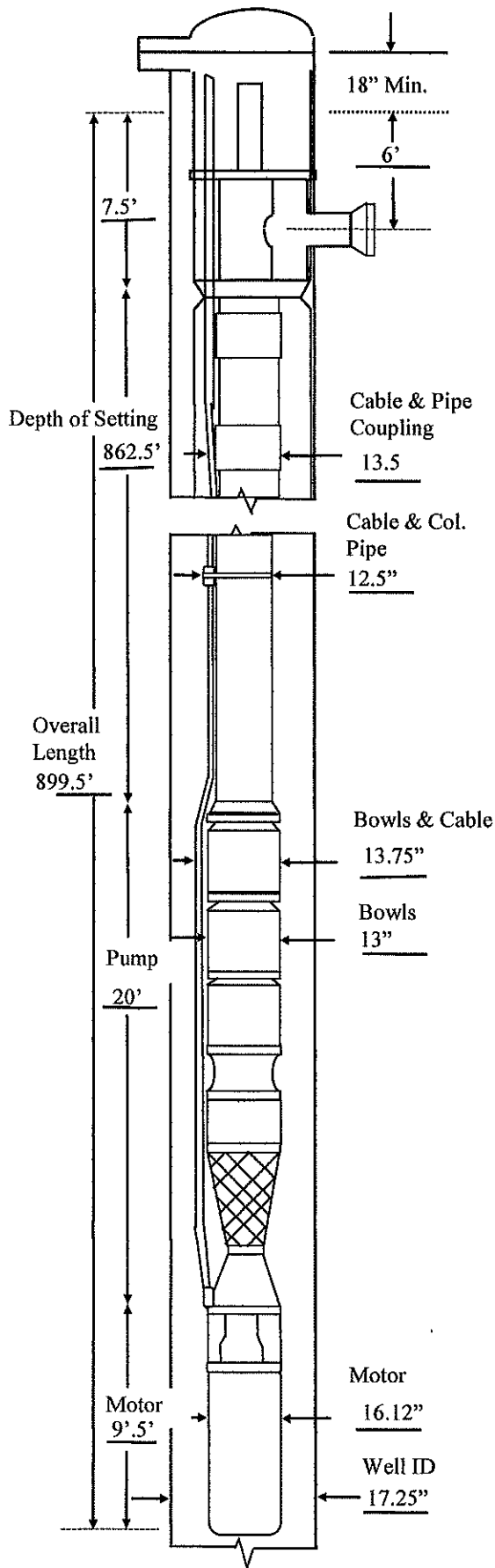
REMARKS

1) COATED PIPE WITH SET SCREWS

2) DUAL AIRLINE

3) 1/0 CABLE SPLICED AT 150' BELOW PITLESS

4) SURGE CONTROL VALVES AT 100' AND 565' ABOVE BOWL



LAYNE CHRISTENSEN COMPANY

BJ DEALER: 721 W. ILLINOIS AVENUE, AURORA ILLINOIS 60506

TEL: 630/897-6941

1083.DOC



**Pump Division**  
*Flowserve Pumps*  
*IDP Pumps*

September 21, 2023

TO: Byron Jackson Type H/M Motor Users

RE: Byron Jackson New Motor/pump Sales and Well Pump Maintenance

At the request of our Illinois Flowserve/Byron Jackson distributor Layne Christensen, please be advised that Layne is our sole source representative for vertical submersible turbine well pumps in the state of Illinois. This includes new equipment sales, both pumps and motors, as well as Byron Jackson motor repair and replacement. This specifically includes municipal and industrial applications that are pumping water. (Potable or non-Potable). Furthermore, any contractor claiming to offer a Byron Jackson Submersible motor in Illinois, besides Layne – Aurora, is not offering a Flowserve factory supported motor.

Also please note that Layne Christensen field service crews have received both factory and field training in the proper handling of Byron Jackson well pumps and The Byron Jackson Type H mercury-sealed motors. Untrained non-Layne crews may not be capable of safely and properly handling the Byron Jackson Type H submersible motors and could void the warranty.

It is imperative that the factory certified personnel should service these Byron Jackson EPA and NSF approved Type H mercury-sealed motors, as well as Byron Jackson replacement double-mechanical seal motors. This would prevent any potential environmental concerns due to improper handling.

If you have any questions, please feel free to call me at 402-984-2189.

Sincerely,

**Flowserve Corporation**

Daniel Mackin  
Senior Sales Engineer  
Flowserve Corp  
NA Groundwater Group



## Memorandum

To: Mark Gaffino, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brian Richter, Public Works Director  
Adam Hake, Water Superintendent

Date: October 16, 2023

Re: Cancel Purchase from Knapheide and Award Purchase to Monroe  
Truck Equipment

---

At the August 21, 2023, Village Board meeting, the board approved the proposal from Knapheide Equipment to retrofit two trucks with new bodies and equipment in the amount of \$38,740.70. Staff has been in contact with the company several times after sending them the signed proposal and was told that they had a body for our truck. Staff then reached out again to check on the scheduling for the work and they were unable to provide us with a time frame for the work. On November 9, 2023, staff once again reached out to Knapheide to check on the schedule, and we were informed that the order had not been placed. They could not provide us with a time frame for the order and informed us that we could cancel the order because of their mistake.

Staff reached out to Monroe Truck Equipment, who had the second lowest quote, and they updated their quote from August. They informed us that there is a 20-week lead time from when the order is placed and will schedule the work once the equipment is received. The updated quote from Monroe is \$41,449.00 and is attached for you to review.

Staff is recommending that we cancel the purchase form Knapheide and award the work to Monroe Truck Equipment in the amount of \$41,449.00.





812 Draper Avenue  
Joliet, IL 60432  
Sales Rep: Tom Markel  
Ph: (331) 229-0744  
www.MonroeTruck.com

J.O. #

Quotation ID: 4BD0006045-1

Date: 11/9/2023

Valid thru: 12/9/2023

Terms: NET 30

Quoted by: Bob Drews

Ph/Fax: 815-280-4237 / 815-727-5429

**Quoted to:**

NORTH AURORA, VILLAGE OF (ATTN: ADAM HAKE)

25 E. STATE STREET

NORTH AURORA, IL 60542

Ph: 630-897-8228 / Fax: 630-897-8258

Email: ahake@northaurora.org

**TRUCK # 149 (WATER DEPT.)**

**Chassis Information**

<b>Year:</b> 2019	<b>Make:</b> FORD	<b>Model:</b> F-250	<b>Chassis Color:</b>	<b>Cab Type:</b> EXTENDED
<b>Single/Dual:</b> SRW	<b>CA:</b> 56.0	<b>CT:</b> -1.0	<b>Wheelbase:</b> 164.0	<b>Engine:</b> GAS
			<b>F.O. Number #:</b>	<b>Vin:</b>

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

REMOVE EXISTING SERVICE BODY, BUMPER, HEADACHE RACK AND LIGHT BAR

98" READING CLASSIC II ALUMINUM SERVICE BODY W/ 50" TAPERED PANEL TOP

- ALUMINUM UNDERSTRUCTURE
- 48.5" LOAD SPACE
- 3/16" ALUMINUM DIAMOND PLATE FLOOR
- HEAVY GAUGE, ALL ALUMINUM DOOR CONSTRUCTION
- HIDDEN DOOR HINGES
- STAINLESS STEEL ROTARY PADDLE LATCHES
- NITROGEN GAS STRUT DOOR HOLDERS
- AUTOMOTIVE BUBBLE TYPE & MECHANICAL DOOR SEALS
- EAGLE BEAK STYLE ROLLED & PRESSED DRIP EDGE
- ADJUSTABLE COMPARTMENT TRAYS/SHELVES
- SEAMLESS WHEELHOUSE PANEL
- LED S/T/T LIGHTS RECESSED IN BODY END PANELS
- MASTER LOCKING FOR COMPARTMENT DOORS
- ACRYLIC E-COAT IMMERSION PRIMER SYSTEM & POWDER COATED FINISH \*\*\* WHITE \*\*\*
- TAPERED PANEL TOP
  - (2) LED INTERIOR CARGO LIGHTS W/ SWITCH
  - SOLID PANEL REAR SWING OUT DOORS W/ S.S. ROTARY LOCK
  - (2) CONDUIT ACCESS DOORS AT REAR
  - GRAB HANDLE AT REAR OPENING
- INSTALLED

BUMPER: TREAD PLATE, RECESSED W/ L.E.D. MARKER LIGHTS - POWDER-COATED WHITE

RELOCATE TRAILER RECEPTACLE

RELOCATE BACK UP CAMERA

SPRAY LINER OF LOADSPACE

- FLOOR AND SIDEWALLS OF CARGO AREA

SIDE ACCESS DOORS OF PANEL BODY

- BOTH SIDES

WHELEN TAM85 TRAFFIC ADVISOR

- CAB MOUNTED CONTROLLER
- 8 LAMP SUPER-LED AMBER (46.82" LONG)
- MOUNTED ABOVE REAR DOORS

(4) AMBER/CLEAR LED STROBE LIGHTS

- (2) MOUNTED ON REAR OF SERVICE BODY
- (2) MOUNTED ON FRONT OF SERVICE BODY



Description	Amount
(4) ABL 3000 LUMENS WORK (FLOOD) LIGHT: CLEAR, L.E.D. - (1) MOUNTED ON AT EACH CORNER  3000 WATT POWER INVERTER - MOUNTED IN CURBSIDE FRONT COMPARTMENT - AUX. BATTERY AND CASE W/ VENTING	
	Quote Total: \$30,737.00

#### Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	





812 Draper Avenue  
Joliet, IL 60432  
Sales Rep: Tom Markel  
Ph: (331) 229-0744  
www.MonroeTruck.com

J.O. #  
Quotation ID: 4BD0006050-1  
Date: 11/9/2023  
Valid thru: 12/9/2023  
Terms: NET 30  
Quoted by: Bob Drews  
Ph/Fax: 815-280-4237 / 815-727-5429

**Quoted to:**

NORTH AURORA, VILLAGE OF (ATTN: ADAM HAKE)  
25 E. STATE STREET  
NORTH AURORA, IL 60542  
Ph: 630-897-8228 / Fax: 630-897-8258  
Email:

**TRUCK # 183**

**Chassis Information**

<i>Year:</i> 2006	<i>Make:</i> CHEVROLET	<i>Model:</i> SILVERADO 2500	<i>Chassis Color:</i>	<i>Cab Type:</i> EXTENDED
<i>Single/Dual:</i> SRW	<i>CA:</i> 56.0	<i>CT:</i> -1.0	<i>Wheelbase:</i> 158.0	<i>Engine:</i> GAS
			<i>F.O. Number #:</i>	<i>Vin:</i>

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

REMOVE EXISTING ASTORIA FIBERGLASS UTILITY BODY, HEADACHE RACK, STROBE LIGHT AND HITCH

INSTALL KNAPHEIDE SERVICE BODY REMOVED FROM TRUCK # 149  
- INCLUDES HEADACHE RACK/STROBE LIGHT AND REAR BUMPER

2" RECEIVER TUBE, CLASS 5 HITCH W/ 16,000 WEIGHT CARRYING CAPACITY

TRAILER RECEPTACLE: 7-WAY, ROUND SOCKET, FLAT PIN, RV STYLE

TOMMY GATE, ALUMINUM, TWO-PIECE, G2 SERIES LIFTGATE (G2-54-1342 EA38)  
- LOAD AREA: 49" WIDTH X 38" DEPTH W/ 6" TAPER  
- 1,300 LB RATED LOAD CAPACITY  
- ENCLOSED HYDRAULIC SYSTEM  
- MOISTURE RESISTANT TOGGLE SWITCH  
- 150 AMP CIRCUIT BREAKER  
- 90 SECOND DEACTIVATION TIMER (HELPS PREVENT UNAUTHORIZED USE)  
- PRESSURE RELIEF VALVE (PREVENTS OPERATOR FROM OVERLOADING THE PLATFORM)

7" BUMPERETTE MOUNTED ON REAR OF SERVICE BODY (1 EACH SIDE OF LIFTGATE)  
- BOLTED TO REAR OF BODY  
- HELPS ACCESSING BODY WITHOUT USING THE LIFTGATE  
- POWDER COATED WHITE

(2) NORTH AMERICAN AMBER/CLEAR COMBO SURFACE MOUNTED STROBES AT REAR OF BODY

Quote Total: \$10,712.00

**Terms & Conditions**

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

<b>Re-Assign (Required for all pool units):</b>	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	<b>Customer P.O. Number:</b>	<b>Dealer Code:</b>	<b>Sourcewell Member Number:</b>
<b>MSO/MCO (ONLY check if legally required):</b>	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
<b>Customer Signature:</b>				<b>Date of Acceptance:</b>	

