

AGENDA
CITY OF ST. CHARLES
GOVERNMENT SERVICES COMMITTEE MEETING
ALDR. RYAN BONGARD, CHAIR
MONDAY, MAY 22, 2023 – 7:00 P.M.
CITY COUNCIL CHAMBERS
2 E. MAIN STREET

1. **Call to Order.**
2. **Roll Call.**
3. **Administrative.**
4. **Omnibus Vote.**

Items with an asterisk (*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

5. Public Works Department

- A. Recommendation to Approve a Resolution to Authorize a Purchase Order to Archon Construction for Directional Boring for City Communications.
- B. Recommendation to Approve a Resolution to Authorize a Purchase Order to Meade Electric for Streetlight Maintenance and LED Upgrade Conversations for a one year period beginning May 1, 2023 through April 30, 2024.
- C. Recommendation to Approve a Resolution Awarding the Bid for Polymer Chemicals for Wastewater Treatment.
- D. Recommendation to Approve a Resolution Awarding Change Order No. 2 for Repainting and Repairs to the Well #8 Reservoirs.
- E. Recommendation to Approve a Resolution Awarding the Proposal for Public Works Sanitary and Stormwater Truck and Camera System to Standard Equipment.
- F. Recommendation to Approve a Resolution Authorizing the Purchase of Vehicles and Equipment Budgeted in FY24 and the Sale or Trade of Corresponding Vehicles to be Replaced.

6. Community Development Department

- A. Recommendation to Approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with WBK Engineering for Charlestown Lakes Construction Inspection.

- *B. Recommendation to Approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services.

- *C. Recommendation to Approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Code Enforcement Services.

7. Public Comment

8. Additional Items from Mayor and City Council Members


9. Executive Session

- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

10. Adjourn

ADA Compliance

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at jmcmahon@stcharlesil.gov. Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.A
	Title:	Recommendation to Approve a Resolution to Authorize Issuing a Purchase Order to Archon Construction for Directional Boring for City Communications	
	Presenter:	Paul Hopkins	
Meeting: Government Services Committee		Date: May 22, 2023	
Proposed Cost: \$ 144,350		Budgeted Amount: \$ 254,800	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Several communications projects to reinforce the City’s fiber optic backbone have been budgeted over several years.</p> <p>Currently the redundant upgraded cables from the main IT hub at Public Works to the downtown hub at Substation #3, and the hub at Prairie Street Substation #6 are in progress.</p> <p>Additionally, the existing small fiber at First Street that feeds the City Network, Environmental Services, the Park District Baker Community Center, and the First Street Plaza is being upgraded in capacity and all drops installed to a central location at an Electric Metering room near the First Street West Plaza.</p>			
Attachments (please list):			
Sole Sourced Form			
Recommendation/Suggested Action (briefly explain):			
Recommendation to Approve a Resolution to Authorize issuing a Purchase Order to Archon Construction for Directional Boring for City Communication Fiber Backbone upgrades.			



Bid Waiver One Time Today through _____

Description: _____

Requested Vendor: _____

Requested By: _____ Date: _____

Approval: _____

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

- 1. This procurement is valued at \$_____ for this one-time order, and/or \$_____ for a 12-month period.
- 2. This good/service has been competitively solicited within the past 24 months. YES NO
 If Yes, Was the solicitation published on the city website? YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.


These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.


These goods are **standardized** for operational safety and efficiency.


These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.B
	Title:	Recommendation to Approve a Resolution to Authorize a Purchase Order to Meade Electric for Streetlight Maintenance Services and LED Upgrade Conversions for a one year period beginning May 1, 2023 through April 30, 2024	
	Presenter:	Paul Hopkins	
Meeting: Government Services Committee		Date: May 22, 2023	
Proposed Cost: \$ 175,000		Budgeted Amount: \$ 275,000	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): Meade Electric was the awarded low bidder for the Streetlight Maintenance and LED Upgrade conversions for FY22/23, with options for years two and three. FY23/24 is the second year of the contract and Meade has performed satisfactorily and reliably for Public Works Electric Services.			
Attachments (please list): None			
Recommendation/Suggested Action (briefly explain): Recommendation to Approve a Resolution to Authorize a Purchase Order to Meade Electric for Streetlight Maintenance and LED Upgrade Conversions for a one year period beginning May 1, 2023 through April 30, 2024.			

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.C						
	Title:	Recommendation to Approve a Resolution Awarding the Bid for Polymer Chemicals for Wastewater Treatment							
	Presenter:	Tim Wilson							
Meeting: Government Services Committee		Date: May 22, 2023							
Proposed Cost: \$ 123,000		Budgeted Amount: \$143,000	Not Budgeted: <input type="checkbox"/>						
TIF District: None									
Executive Summary (if not budgeted, please explain):									
<p>On May 1, 2023 City Received two RFP submittals for the Polymer chemicals. The bids for the project were from the following vendors:</p> <table border="1" data-bbox="267 861 706 982"> <thead> <tr> <th>Vender</th> <th>Unit Cost</th> </tr> </thead> <tbody> <tr> <td>Polydyne, Inc.</td> <td>\$1.485 / lb.</td> </tr> <tr> <td>Solenus, Inc.</td> <td>\$1.640 / lb.</td> </tr> </tbody> </table> <p>The City's current polymer vendor is Polydyne, Inc. The current unit cost is \$1.650/lb. Polydyne's annual costs for product delivery in 2022 were approximately \$136,000. Like most chemicals related to water and wastewater treatment, quantity is related to annual weather and flows. If current operational polymer demands are similar to data from 2022, we expect the 2023 costs to be approximately \$123,000, or 10% less than the previous year.</p> <p>After review of the submitted bids, staff recommends that the Base Bid be awarded to Polydyne Inc. for a submitted unit cost of \$1.485/lb for both the Main Wastewater Treatment Plant and the Westside Water Reclamation Facility. This contract provides the City of St. Charles with an option for two additional annual renewals. The annual unit price of the contract for Fiscal Years 2 and 3 will be adjusted by the US Bureau of Labor and Statistics Consumer Price Index (CPI) as published in March of 2024 and March of 2025.</p>				Vender	Unit Cost	Polydyne, Inc.	\$1.485 / lb.	Solenus, Inc.	\$1.640 / lb.
Vender	Unit Cost								
Polydyne, Inc.	\$1.485 / lb.								
Solenus, Inc.	\$1.640 / lb.								
Attachments (please list):									
None									
Recommendation/Suggested Action (briefly explain):									
Recommendation to Approve a Resolution to Award Bid of Wastewater Treatment Chemical unit cost to Polydyne Inc. for a one-year period with optional two-years of renewal.									

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.D
	Title:	Recommendation to Approve a Resolution Awarding Change Order No. 2 for Repainting and Repairs to the Well # 8 Reservoirs	
Presenter:	Tim Wilson		
Meeting: Government Services Committee		Date: May 22, 2023	
Proposed Cost: \$ 89,700		Budgeted Amount: \$94,000	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The Well # 8 reservoirs are two 1,000,000-gallon storage tanks that were originally constructed in the 1960's. The exterior paint on the water tank was repaired during the 1980's, and the current coating has reached the end of its life. Repainting is important to protect the steel from rust and extend the life of the tank's structure. The planned scope of work to the water tanks includes complete exterior and wet interior sandblast cleaning and repainting of the tower. The blasting and repainting of the water tanks will require containment. During the repainting, a tent-like cover will be draped around the tank to protect the surrounding area as sanding and painting is completed. Other work includes foundation maintenance, roof hatches, interior steel repairs, tank vent replacement, upgraded safety requirements mandated by OSHA and roof repairs. The bid opening was conducted on May 2, 2022 and city awarded the contract to Seven Brothers project for \$1,028,200.</p> <p>While conducting the sandblasting and inspection inside the tank it was discover additional steel needed to be replaced. Some of the internal structural framing members were greatly deteriorated and they are needed to help to support the roof when snow loads are applied. These circumferential roof stiffeners run the entire diameter of the tank. The horizontal side of this steel has deteriorated almost completely and is no longer providing the stiffness and support as originally intended. In addition, the vertical side has also experienced some deterioration, further reducing the structural section of this member. Dixon Engineering structural team has reviewed the condition and is recommending the full replacement of this steel support.</p> <p>City staff is recommending a contract change order in the amount of \$89,700 to cover the cost of this steel repair. This change order will not require a budget adjustment; knowing we had a similar issue on the other tank on this site last fall, the Public works team increased this year's budget to cover the expected change.</p>			
Attachments (please list):			
*Photos and Change order			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Resolution awarding Change Order No. 2 for Repainting and Repairs to the Well # 8 Reservoirs to Seven Brothers in the amount of \$89,700.			

Section 00 63 57 - Change Order Price Request Form
City of St. Charles, Illinois
(2) 1,000,000 Gallon Reservoir (East & West)
Exterior Overcoat, Wet Interior Repaint, and Miscellaneous Repairs

May 4, 2023
Bulletin No. 2

Provide prices for the following items on the West Reservoir:

- 1) Remove the corroded circular roof stiffener and grind flush with the roof plate. Weld an angle to replace the removed angle. Reweld the existing radial stiffener connection points to the new circular angle using ¼ in. full fillet seal welds. The Contractor is to disconnect no more than two adjacent radial stiffeners at a time. Temporary support of the roof is the responsibility of the contractor. See the attached Drawing 10 for details.

Eighty Nine Thousand Seven Hundred Dollars

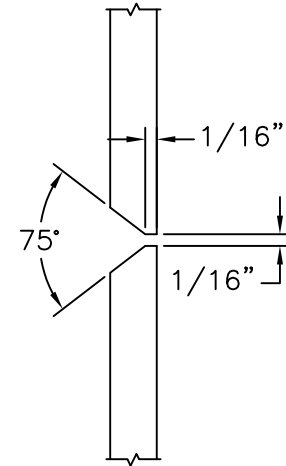
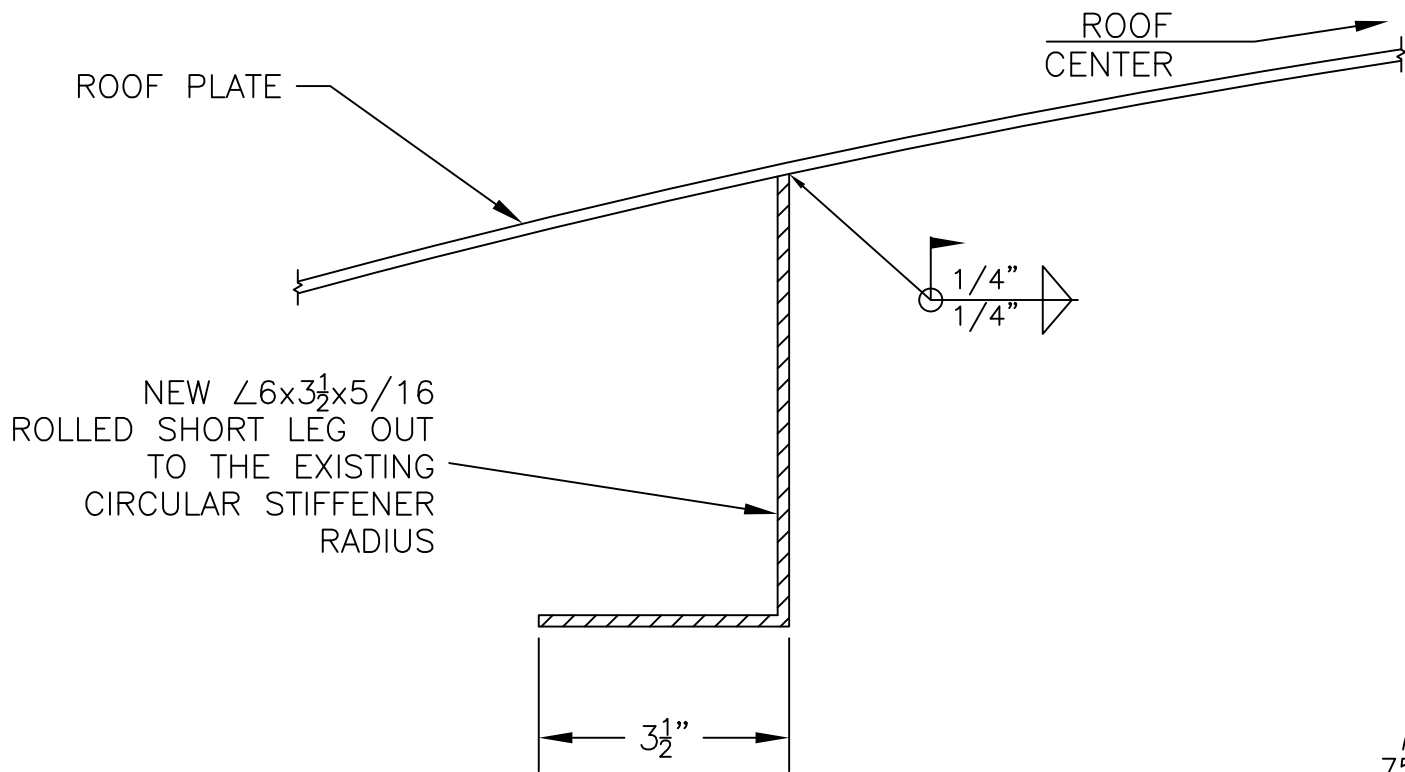
\$ 89,700.00

Lisa Mitchell

Contractor Signature

May 5th, 2023

Date



WELD DETAIL

AT ADJOINING ENDS FOR THE NEW ANGLE

Note: Drawing not to scale.

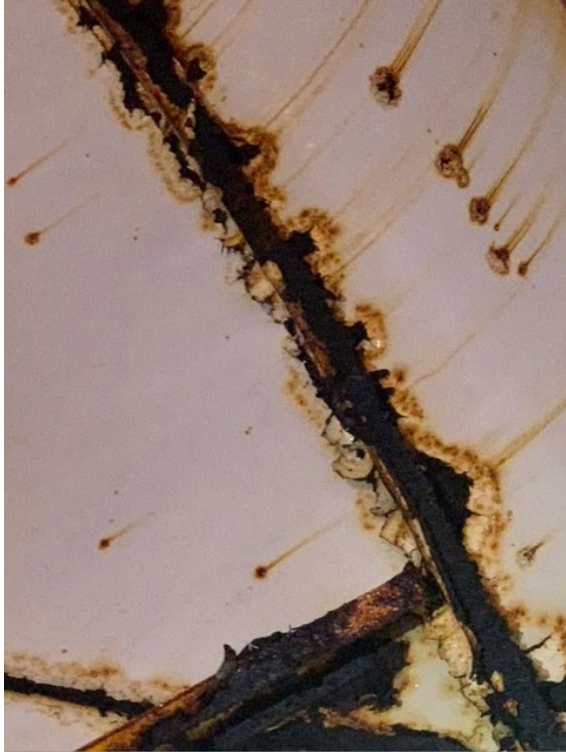



St. Charles, IL West Res.

Roof Stiffener Replacement

Drawn By: TMF Date: 05/04/23

Checked By: JVR DWG: 10



	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.E										
	Title:	Recommendation to Approve a Resolution Awarding the Proposal for Public Works Sanitary and Stormwater Truck and Camera System to Standard Equipment											
	Presenter:	Tim Wilson											
Meeting: Government Services Committee		Date: May 22, 2023											
Proposed Cost: \$ 347,599.19		Budgeted Amount: \$376,000	Not Budgeted: <input type="checkbox"/>										
TIF District: None													
<p>Executive Summary (if not budgeted, please explain):</p> <p>The city uses a camera system to inspect our sanitary and stormwater main pipe lines, typically on a daily basis. The inspection of the sewer system helps to identify areas of the system that need repairs or maintenance. Currently the city utilizes two trailer units; both units are over 10 years old and in need of replacement. In an effort to improve efficiency, the Environmental Services Division has decided to move forward with a single unit, replacing two trailers and supporting equipment with a single truck mounted system. Truck or van mounted units have become the industry standard.</p> <p>On January 10, 2023, the City received five RFQ submittals for the replacement the camera system. The submittal included the Van E-450 truck body, box truck builds, and camera units. Of the five submittals, two were eliminated because the proposed equipment submittals didn't meet the minimum specification requirements. The City team interviewed and did product reviews of the remaining three vendors.</p> <p>As a result of checked references, equipment submittals, quality of the final product, location of service centers and the ability to work with the city current IT needs, City staff selected the team of Standard Equipment and Envirosight Camera. The final price submittal for the truck and equipment was:</p> <table border="1" data-bbox="170 1402 776 1604"> <thead> <tr> <th>Description</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>E-450 Chassis</td> <td>\$69,430.00</td> </tr> <tr> <td>Box Body buildout</td> <td>\$94,305.11</td> </tr> <tr> <td>Envirosight Camera System</td> <td>\$183,864.08</td> </tr> <tr> <td>Total</td> <td>\$347,599.19</td> </tr> </tbody> </table>				Description	Cost	E-450 Chassis	\$69,430.00	Box Body buildout	\$94,305.11	Envirosight Camera System	\$183,864.08	Total	\$347,599.19
Description	Cost												
E-450 Chassis	\$69,430.00												
Box Body buildout	\$94,305.11												
Envirosight Camera System	\$183,864.08												
Total	\$347,599.19												
<p>Attachments (please list):</p> <p>*Final Contract and Submittal</p>													
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Recommendation to Approve a Resolution to Award Proposal of Public Works Sanitary and Stormwater Truck and Camera system to Standard Equipment Inc. in the amount of \$347,599.19</p>													

Purchase Order Terms and Conditions

Offer and Acceptance

1. This purchase order is an offer to purchase the indicated goods. Acceptance of this purchase order is evidence that an agreement exists between the Seller and the City of St. Charles (City).
2. Seller to acknowledge receipt of this order via e-mail to PurchasingGroup@stcharlesil.gov.

Terms

3. **Freight.** All pricing must be **FOB DESTINATION; FREIGHT PREPAID & ALLOWED.** Title to the goods passes from the Seller to the city at the point of destination and Seller pays all freight expense.
4. **Acknowledgement.** If this Order has been issued by the City in response to an offer by the Seller, then the Seller's acceptance of this Order shall constitute agreement by the Seller to the city's additional terms, different terms and modifications. The City does not agree to any additional, different or modified terms contained in the Seller's acknowledgement of the purchase. All additional, different, or modified terms are not binding upon the city unless expressly accepted by the City in writing.
5. **Uniform Commercial Code.** As to terms not expressed within this Order, the Uniform Commercial Code (UCC) shall govern this agreement between the Seller and the City.

Price and Payment

6. **Taxes.** The City is exempt from payment of State, Federal Excise, and Illinois Retailers occupational Taxes. The City's Tax exemption number is E9996-0680-07.
7. **Payment.** (1) Payment will result from a Seller generated invoice emailed to AccountsPayable@stcharlesil.gov, and City verification of receipt and acceptance of material; (2) Checks will be payable only to the company awarded this order. Any circumstances requiring a third-party reimbursement must be approved in writing by the city's Director of Finance. (3) The City complies with the Illinois Local Government Prompt payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
8. **Invoices.** (1) Invoices must reflect the following applicable information: Name of Seller, Purchase Order Number, Description and stock Number, Quantity Ordered, Quantity shipped, Quantity on Back Order, price as stated on the award document. (2) Invoices will be approved for payment following: acceptance of product, receipt of packing list and invoice, and any other required paperwork. (3) A separate invoice should be generated with each shipment. (4) Any invoice submitted in excess of two (2) months from order completion will not be paid.

Deliveries

9. **Packaging and Timeliness.** Deliveries must (1) include a packing slip within each shipment; (2) be labeled on each package with the Purchase Order number; and (3) delivered between 7:00am-3:30pm Monday – Friday except for holidays.
10. **Ownership.** Title to goods passes from Seller to City at the point of destination, upon physical inspection by the City of the goods found to be acceptable and in full compliance with the solicitation documents and Order. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City reserves the right to inspect the goods within a reasonable time subsequent to delivery.
11. **Non-Performance.** Time is of the essence for completion of this Order. The City may cancel the Order, or any portion of it, if delivery is not made within the specified time. Cancellation due to Seller's non-performance constitutes authority of the City to purchase on the open market goods or services of comparable grade to replace the wholly or partially cancelled Order. Seller shall deduct from the Order these quantities purchased by the City. Seller shall reimburse the City for any expenses incurred in excess of the Order prices.
12. **Unavoidable Delay.** Delay in the delivery of goods purchased due to cause beyond Seller's control shall require the Seller with knowledge of the delay to immediately request an extension of time from the City. The City reserves the right to grant the Seller this extension. Failure on the Seller's part to notify the City of "unavoidable delay" is recognized as Seller's non-performance of the Order. Any "unavoidable delay" time extension granted by City must be documented by a Purchase Order Change Order issued by the City as an addendum to this Order.
13. **Collect On Delivery.** COD shipments will not be accepted by the City without specific prior arrangements in writing.
14. **Toxic Substance.** Seller shall comply with the requirements of the Toxic Substance Disclosure to Employees Act, Public Act 83-240, for any materials supplied and covered by the act. Material Safety Data Sheets (MSDS) shall be provided by Seller with each shipment at time of delivery.

Rejection of Goods

15. **City Rights.** In the event the delivered material is found to be defective or does not conform to the solicitation documents and executed contract, the City reserves the right to: (1) Cancel the order upon written notice to the Seller; (2) Deduct such amount from monies owed the Seller, or, with mutual agreement, the Seller may issue a credit to City; (3) Purchase in the open market goods of comparable grade to replace the goods rejected. Such purchases shall be deducted from contract quantities. Seller shall reimburse the City for any expense incurred in excess of contract prices.
16. **Seller Duty.** The Seller agrees, upon notification by the City of rejection of materials, to promptly remove all defected materials from City facilities, at their sole expense.
17. **Public Necessity.** Should public necessity demand it, the City reserves the right to use or consume goods delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Division Manager.

Warranty

18. **The Seller Warrants.** (1) that all goods furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein; (2) all goods are free from defects in design; (3) all goods are suitable for and will perform in accordance with the purposes for which they were intended.
19. **Commercial Warranty.** The Seller agrees that the goods furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for such goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.

Insurance

20. Seller shall procure Commercial General Liability Insurance to include products liability with a limit of \$1,000,000 and name the City as an additional insured on a primary and non-contributory basis. Failure by the city to request the Certificate of Insurance documenting this coverage shall not be construed as a waiver of Seller's obligation.

Indemnify

21. **Patents and Copyrights.** The Seller warrants that the sale or use of its products will not infringe on any United States or foreign patent. The Seller shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. The Seller will, upon request of the City, and at the Seller's own expense, defend any suit or action which may be brought against the City or those selling or using any related product of the City by reason of any alleged infringement of any patent or copyright in the sale or use of the Seller's products.
22. **Loss and Liability.** The Seller shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to reasonable attorney's fees and costs of litigation, and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, subcontractor, or contractor hired to provide any goods or perform any services on behalf of the Seller.

Policy

23. **Non-Discrimination.** The Seller shall comply with all rules and regulations pertaining to public contracts adopted by the State of Illinois and the City inclusive of, but not limited to: The Illinois Human Rights Act, The Equal Employment Opportunity Clauses, The Public Works Employment Discrimination Act, The Civil Rights Act, and The Americans with Disabilities Act.
24. **Non-Waiver of Rights:** No failure of either party to exercise any power given to it thereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
25. **Courts of Jurisdiction.** The parties agree that any and all disputes, disagreements or litigation, by, between, or amongst them, related to this contract shall be exclusively heard and resolved in the courts of the 16th Judicial Circuit, Kane County, Illinois.
26. **Governing Law.** This agreement is governed by the laws of the State of Illinois



CITY OF
ST. CHARLES
ILLINOIS • 1834

Signature Page

Sanitary Sewer Camera Truck
ES2022-46

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the goods/services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Service Provider.

For: City of St. Charles

By: _____
Project Manager – Tim Wilson

ATTEST _____

DATE _____

For: Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Vice President
Title

ATTEST Kimberly L. Harmon

If a Joint Venture

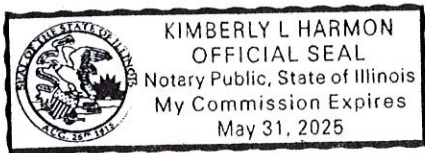
By: _____
Signature

Title

By: _____
Signature

Title

DATE 1/10/2023



Attach seal here



Date:
5 – 5 – 2023

Offered By:
Andrew McCarthy
Camera Sales Manager
312.504.8139

Equipment Provided for:
The City of St. Charles
200 Devereaux Way
St. Charles, IL 60174

Equipment Quote



Stock Image

Standard Equipment is pleased to present The City of St. Charles with the following quotation for a ROVVER X HD Mainline Camera System on a 2023 Ford E-450 Cutaway.



CITY OF
ST. CHARLES
ILLINOIS ♦ 1834



Dealership Information

Family-owned and operated since 1969, Standard Equipment Company provides environmental equipment solutions for municipalities, contractors, and companies. We have built a reputation for excellence by offering the finest new equipment, a large selection of parts, excellent service, and unparalleled customer support. We customize environmental equipment solutions for every situation by putting our customer's needs first. Standard's greatest ability is dependability.



Manufacturer Information

At Envirosight, we believe in leading with our values; perfecting infrastructure and processes to build healthier, safer communities; and raising the bar for what customers should expect from a vendor. When we opened our doors two decades ago, we imagined a world of wastewater inspection where equipment works for you, not the other way around.

Today, our complete line of wastewater inspection solutions is designed to help you take on inflow and infiltration, collapses, and cross bores. There's no telling what you'll encounter in the next pipe, but we can promise that Envirosight will help you maximize uptime and productivity while providing the most intuitive user experience on the market. Our equipment is built for easy repairs and maintenance, so your crew can tackle most of the upkeep in the field—and it's backed by a continent-wide network of certified service experts to support you when you can't. Talk to an Envirosight expert today and see what makes us different.

2023 Ford E-450 Cutaway with 16-Foot Box

2023 FORD E-SERIES CUTAWAY (E4F) E-450 DRW 176" WB

- 7.3l v8 Engine
- 6-speed O/D with tow-haul automatic transmission
- All-season tires
- AC, heat, rear camera, Bluetooth, AM/FM radio, up fitter switches, and cloth seats
- Front license plate bracket
- 16'x7.5' aluminum cargo box

Chassis Purchase Price: \$69,430.00

Vehicle Build-Out Description

Exterior with Lighting and Safety Switches

- Rear barn doors with latches/locks
- Custom Envirosight mud flaps
- Tie-off clamp on rear bumper
- Front bumper cone storage
- Hitch
- Aluminum rear bumper drawer (24"x26"x6")
- Tilting back-up color camera
- Front-mounted camera viewable from control room
- Back-up alarm
- Curbside door with step well with flip-up latch cover
- Front and rear amber LED strobes with brush guards
- Front and rear amber LED arrow boards
- LED strobes; 2 in front, 2 in rear
- Outside corner-mounted rear LED adjustable flood lights
- Exterior Weatherproof Ethernet Port

Control Room

- Solid bulkhead wall with fixed smoked-glass window
- Pass-through Pocket door
- Formica desk with two wall outlets above and below
- Corkboard wall above desk surface
- Overhead recessed LED lighting
- 43" four-split monitor (4x21.5" monitors in one) with commercial grade desk-mount
- Insulated Walls and ceiling
- High-back operator chair
- Carpeted walls and ceiling
- Safety light switches in truck cab

Vehicle Build-Out Description Continued

Control Room Continued

- Rackmount ups
- Sliding rack cabinet for computer
- Truck on generator electrical-operated carbon monoxide detector
- Black-treaded non-slip rubber floor
- Wall file
- Video distribution booster
- 13,500-BTU Roof air conditioner with 5,600-BTU heat strip controlled via digital thermostat with brush guard
- Floor-to-ceiling locker storage
- USB charger/12V receptacle combo
- Hinged bench seat with cushion and storage beneath

Mechanical Room

- Stainless steel work surfaces
- Built-in heavy-duty storage/tool box
- Rear-facing 27" Tru-Vu monitor
- Storage cabinet behind crawler drawer
- Wash-down system (on-demand pump, lighted switch, 30-gallon tank with exterior fill, 25' retractable hose reel)
- Ceiling-mounted recessed LED lights on wall switch
- Plywood ceiling/walls covered with gray FRP
- Aluminum storage shelf and caddy with trash can
- 2 drawer stack aluminum storage
- Cut-out door assembly for pass-through of cable during winter/inclement weather. Mainline door 7"x7". Lateral door 17"x23".
- Stainless steel sink with faucet
- Universal paper towel holder
- Rubber glove dispenser
- Aluminum storage shelf and caddy with trash can
- Tool package (manhole hook, pick-axe, sledge hammer, top manhole roller, 6 pole assembly, and shovel, all mounted on aluminum brackets)
- Pole bracket mounted on rear door
- Lifting Aid. Powered equipment hoist, 500 lb. rating, dropdown, floor mount with arm extensions of rear of truck, 6' of reach

Power

- Shore power cord with 120-volt power adapter
- Breaker box with positive latch and auto-transfer switch
- 12-volt fuse block
- Hour meter
- 5.5 kW "quiet" generator mounted under chassis, feeding off the truck fuel tank, 1/4 tank shutoff
- Generator mounted under truck box with slide-out mount

Vehicle Build-Out Description Continued

Miscellaneous

- Hand Sanitizer
- Waterless Hand Cleaner
- Paper Towels
- Rubber Gloves
- First-Aid Kit
- Fire Extinguisher
- Rain-X
- Simple Green
- Dry-Erase Board
- Traffic Cones
- Rubber Counter Mat
- Remote Mount
- Lanyard

Pipeline observation Archiving and reporting software

- Compliant with IT pipes software
- Nassco PACP, MACP, LACP compliant

(Included in final Price)

\$7,490.00

Contractor Build Package:

- 43" Monitor
- 27" Rear Monitor
- Slide out rack for computer
- High back chair
- Bumper drawer

(All included in final Price)

Brush guards for Strobes and Roof AC:

\$2,142.86

External Weatherproof Ethernet Port:

\$473.86

Generator outside slide mount:

\$1,895.43

12 pole Rack storage on rear door:

\$1,000.00

Floor to Ceiling Storage:

\$200.00

Pocket Door:

\$1,508.18

***Prices are included in final price but listed separately per customer request.**

Vehicle Build-Out Price: \$94,305.11

Envirosight Equipment Description

ROVVER X HD Mainline

DCX5000 HD Desktop Controller

- Multifunctional control panel with ergonomic design for fatigue-free working
- Compact or customized arrangement of operating elements
- 3-axis joysticks with push function
- Touchscreen monitor for operating
- On-screen footage display
- CCUI, CCUII, HD Extension box

RCX90 HD Pan, Tilt, and Zoom Camera with Heavy-Duty Case

- Inspect 6"-80" mainlines
- 1080p resolution
- 360-degree endless rotation
- +/- 135-degree tilt
- 120:1 zoom ratio, 10x optical, 12x digital
- Laser for measurements
- 4 high-powered LED high beams
- 8 high-powered LED low beams

RX130 HD Crawler with HD Back-Eye Camera with Heavy-Duty Case and Integrated Elevator

- Inspect 6"-72" pipe (with carriage and elevator)
- All-wheel (6x6) steerable drive
- 1080p back-eye camera
- Inclination
- 512, 640, 33k Hz sonde
- Electronic clutch
- Tilt up rear connector

RAX500 HD Cable Reel with 500 Meters (~1,640 Feet) of Orange Gore Cable and Mounts

- Automatic payout
- Footage counter
- Wireless remote
- Invert mode
- Winding aid
- Built-in 2,000-pound tension strain relief
- Large extension Pulley arm for extending the cable drop point from the cable reel

Additional Standard Accessories Include

- Pressurization kit

Envirosight Equipment Description Continued

Quick-Change Wheel System

- 6 Small General Purpose Wheels (6"-8" pipe)
 - 4 Medium General Purpose Wheels (8"-10" pipe)
 - 4 Large General Purpose Wheels (10"-12" pipe)
 - 4 XL General Purpose Wheels (15" and up Pipe)
 - 6 Small PVC Wheels (6"-8" pipe) \$2,934.84
 - 4 Medium PVC Wheels (8"-10" pipe) \$2,547.60
 - 4 Large PVC Wheels (10"-12" pipe) \$2,608.76
- *Included in the final price
- 2 Climber Wheels

Grease Wheel Option

- 6 small Grease wheels (6"-8" pipe): **\$1,740.00**
- 4 medium Grease wheels (8"-10" pipe): ~~\$1,460.00~~
- 4 large Grease wheels (10"-12" pipe): ~~\$1,680.00~~

***Grease Wheel Options NOT included in the final price.**

RAL200 HD AUX Light

- Illuminate 8" – 72" pipe
- Integrated HD back-eye camera
- 6 high-power LEDs

RCR1000 Carriage

- Steerable 4-wheel Drive
- Large ground clearance
- Quick Change Design
- Anodized Aluminum
- Pipe range 24"- 72"
- 4 pneumatic tires included
- 4 XL pneumatic wheels (24"-72" pipe)

Envirosight ROVER X HD Mainline System Price: \$183,864.08

*The following components need to be added to the system stated above for operation.

Optional Lateral Launch System

PTP50 Pan and Tilt Camera with 512, 640, 33k Hz Sonde

- Inspect 3"-8" pipes

AC40 Axial Camera with 512, 640, 33k Hz Sonde

- Inspect 2"-6" pipes

RX140SATII HD Crawler with Back-Eye Camera and 512, 640, 33k Hz Sonde

- Inspect 6"-80" mainlines
- All-wheel (8x8) steerable drive
- Stainless steel body
- Virtual pan & tilt, zoom camera
- Quick Change, tool-less design
- Tilt up rear connector

RAXSAT300 Lateral Launch Cable Reel with 45 Meters (~150 Feet) of Push Cable and 300 Meters (~ 1,000 Feet) of Orange Gore Cable

- Automatic payout
- Direct drive motor
- LCD touch display
- Pay-in and pay-out buttons
- Connector between camera cable and push cable
- Built-in 2,000-pound tension strain relief

-Guide pipes for 6"-36" pipe

-Bottom cable guide roller for lateral launch

-6 small General Purpose wheels (6"-8" pipe)

-4 medium General Purpose wheels (8"-10" pipe)

-4 XXL General Purpose Wheels (15"-80" Pipe)

Optional Lateral Launch System Price: \$128,855.05

Optional Manhole Inspection System

Quickview 360

System Components

- One (1) 360-camera head
- One (1) 30-foot Telescoping pole
- One (1) Camera Sleeve
- One (1) Camera Cradle
- One (1) Camera case
- One (1) Tablet with Field Case
- One (1) 1-year WinCan Web Flex Subscription (\$2,500 per year after)
- App

System Features

- AI Coding of observations*
- Wireless upload to Cloud
- Virtual Pan/Tilt Video Footage
- 3D Model with measuring tools
- Generate a report

Optional Manhole Inspection System: ~~\$19,950.00~~

Optional Manhole Inspection System

Quickview airHD

System Components

- One (1) camera head
- One (1) 25-foot pole
- One (1) standoff
- One (1) bipod
- Two (2) batteries
- One (1) battery charger
- One (1) case
- One (1) Laser measurement module
- One (1) wide angle lens with light diffuser
- App

Video System

- 1280x720 Pixels (2.38 megapixels)
- 360x Zoom (30x optical, 12x digital)
- Auto and manual focus and shutter

Optional Manhole Inspection System Continued

Illumination

- Quad Haloptic (four LED/reflector pairs)
- Coaxial, collimated illumination
- Proprietary reflector

Camera Head

- 4-pin auxiliary port
- 10-foot depth rating
- Constructed of aluminum, rubber, and acrylic
- Built-in temperature, pressure, inclination sensors

Wireless System

- IEEE 802.11b/g/n
- 2.400-2.483 GHz
- 11 Operating channels

Centering Support

- 18.9" Extension range
- Centered in 6-48" PIPE
- Gas spring with reciprocating ratchet

Battery/Charger

- 2 Batteries
- 3.4 A-hr Capacity
- Mains power charger

Pole/Bipod

- 25' Extended
- 6.5' Extension pole
- Detachable hands-free support

App

- Supported on Android, iOS, Windows

Pressurization Kit

- 30 PSI Regulator
- Two (2) CO2 Canisters

Optional Manhole Inspection System: \$17,737.30

Warranty

Envirosight LLC (Envirosight) guarantees this product to be free from defects in materials and manufacturing. Envirosight's obligation under this Warranty shall be limited to the repair or exchange of any part or parts thereof which may prove to be defective under normal use and service within one (1) years from the date of original purchase and which our examination, at our facility, shall disclose, to our satisfaction, to be defective. This Warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for use and of all other obligations or liabilities on our parts, and we neither assume nor authorize any other person to assume for us, any other liability in connection with the sale of Envirosight's equipment. This Warranty shall not apply to any equipment that has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage or other misuse. This Warranty applies only to the original purchaser and cannot be assigned or transferred to any third party without express written consent of Envirosight. The warranty does not apply to expendable items or normal wear and tear or failure

Due to overheating or radiation exposure. Additionally, Envirosight assumes no responsibility, either expressed or implied, regarding the improper usage of this equipment or interpretation of test data derived from this product. Envirosight's responsibility and obligations, in all cases, are limited strictly to the repair and/or replacement cost as outlined above. This warranty shall be governed by the laws of the State of New Jersey. Note: In the event that the equipment cannot be returned to Envirosight, for whatever reason, the customer agrees to pay for all travel and living expenses incurred to have an Envirosight LLC representative evaluate, assess or affect a field warranty repair. Envirosight is not responsible for shipping costs. After receiving and evaluating the product, Envirosight's product manager will contact you to discuss the warranty claim.

Service and Support

Service center, with factory-certified technicians, located at 626 Il Route 83 in Elmhurst Illinois. When it comes to new equipment, it's best to start off on the right foot and plan annual maintenance. Standard Equipment provides an annual maintenance service that addresses the seals for the crawler and camera. The cable is also inspected for damage. If needed, the electronic components are updated with new firmware/software. This annual entry-level preventive maintenance is currently \$1,150.00.

*Training is performed by Standard Equipment and is included in the price of the system.

Camera Loaner Program

Standard Equipment is pleased to offer a camera loaner program in the event of an emergency while the customer's equipment is being serviced. Subject to availability, Standard Equipment will provide a reasonable loan of like equipment at no additional cost within the service life of the purchased camera equipment. Customer will need to sign a \$0 rental agreement and the Customer will assume all liability for use of and responsibility for any damages to the provided loaner equipment while in the customer's possession. This offer is for camera equipment only and does not include camera transport vehicles.

Standard Equipment and ITPipes Partnership

Standard Equipment will correspond with ITPipes when unit arrives at Standard Equipment. ITPipes software and licenses will be installed and activated for The City of St. Charles at that time. Software integration will be tested and verified by both ITPipes and Standard Equipment before delivery. During the tenure of St. Charles as an ITPipes and EnviroSight customer, Standard equipment will be the technical and customer support between ITPipes and EnviroSight for The City of St. Charles.

Price Quote



Standard Equipment and Envirosight are proud holders of a Sourcewell competitively bid procurement contract. Sourcewell allows for government agencies to control cost of procurement and ensure that they are getting the equipment they want at a competitively bid price. For more information about Sourcewell, you can find them on the web at www.sourcewell-mn.gov.

Quotes include all Tax, Title, and License Fees if applicable.

Item Description	Delivered Cost
2023 Ford E-450 Cutaway with 16-Foot Box Vehicle Build-Out Envirosight ROVVER X HD Mainline System	\$347,599.19

***All Optional Add-Ons are priced using Sourcewell-awarded pricing.**

Sourcewell contract # 120721-EVS

Terms and Conditions

1. ~~Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.~~
2. ~~Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Manufacturer prior to submittal of customer purchase order.~~
3. All prices quoted are in US Dollars unless otherwise noted.
4. ~~All price quotations are for informational purposes only. Prices are subject to change without notice. Final prices will be reflected on the final invoice. Comparable components may be substituted for those listed on any quote or specification. Any weights and dimensions are estimates and are provided for informational purposes only and are not guaranteed. Non-factory approved Modifications may void the warranty in whole or in part. Due to the nature of specialty custom equipment, all sales are final. By acceptance of this quote by signature, letter of intent, or issuance of a purchase order the purchasing party understands that this agreement supersedes any conditions that the purchasing party may provide as terms of purchase.~~
5. ~~This proposal incorporates, and is subject to, Envirosight's standard terms and conditions attached hereto and made a part hereof.~~
6. The price includes training and freight.
7. Price does not include state and local taxes.
8. Proposal valid for 30 days from 5/5/2023.
9. 1-Year manufacturer defect warranty.
10. ~~Payment is due at the time of delivery.~~
11. Estimated lead time for system and chassis build set for August/September 2023.

2023 Ford E-450 Cutaway with 16-Foot Box:	\$ 69,430.00
Vehicle Build-Out Purchase Price:	\$ 94,305.11
Envirosight ROVER X HD Mainline System:	\$ 183,864.08
Total Purchase Price:	\$ 347,599.19

*Optional Add-On Lateral Launch System:	\$ 128,855.05
*Optional Add-On Quickview 360 Inspection System:	\$ 19,950.00
*Optional Add-On Quickview AirHD Inspection System:	\$ 17,737.30

*Add to **Total Purchase Price** Above

IN WITNESS WHEREOF, the parties hereto agree to enter into this purchase agreement.

The City of St. Charles

Standard Equipment Company

X

Signature

X

Signature

Name: _____

Name: Andrew McCarthy

Date: _____

Date: 5/5/2023



Notice to Sellers of Goods/Services

Sanitary Sewer Camera Truck ES2022-46

A **Formal Request for Proposal** for the above work is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>

Brief Description: The City of St. Charles ("City") is requesting proposals from qualified suppliers to provide a Sanitary Sewer Camera/Televising Truck and training for use by the Environmental Services Division.

Targeted Timeframe *(subject to change without notice)*

RFP published	https://www.stcharlesil.gov/bids-proposals	November 23 rd , 2022
Questions due prior to 8:00am	Procurement@stcharlesil.gov	December 19 th , 2022
Answers published	https://www.stcharlesil.gov/bids-proposals	January 3 rd , 2023
Responses to RFP due prior to 2:00pm	There will not be a public opening.	January 10 th , 2023
Council/City Administrator Award	Anticipated Award Date:	March 2023

Solicitation Document Includes

Section 1: Notice to Goods/Service Providers

- Instructions to Proposers for Goods/Services
- Special Provisions for Goods/Services
- Requirements and Specifications

Section 2: Proposal Response Documents

- Cover Page
- Signature Page
- Price Proposal Page
- Certification of Compliance
- Service Provider Response Requirements

Section 3: Award Document – Purchase Order

- Exhibit A: This solicitation document and all addenda
- Exhibit B: Awarded Offer Response Documents and Clarification Documents
- Exhibit C: Insurance Requirements
- Exhibit D: Change Order Document

If a planholder chooses not to bid, please fill out the NO BID form and return it to us as soon as possible.

INSTRUCTIONS TO PROPOSERS FOR SELLER OF GOODS/SERVICES

Solicitations are open to all qualified firms actively engaged in providing the goods/services specified and inferred.

SOLICITATION PROCESS

Request for Proposal

- 1) The City of St. Charles solicits qualified firms for Goods/Services.
- 2) Firms are qualified based on either
 - a) A public formal Request for Qualifications which may be either a separate solicitation or incorporated within a Request for Proposal.
 - b) Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
 - c) Prior experience providing the good/service.
- 3) A formal Request for Proposal is submitted to qualified firms.
- 4) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to Procurement@stcharlesil.gov by the last date for questions as reflected on the first page of this document. A written response in the form of an addendum will be published by the date stated.
- 5) Proposers shall acknowledge the receipt of any addendum in the spaces designated in the Response Documents.

The Cone of Silence

- 6) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- 7) During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
- 8) Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

Exceptions to the Cone of Silence

- 9) Written communications directed to Procurement@stcharlesil.gov
- 10) All communications occurring at pre-bid meetings.
- 11) Oral presentations during finalist interviews, negotiation proceedings, or site visits.
- 12) Oral presentations before publicly noticed committee meetings.
- 13) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- 14) Procurement of goods or services for Emergency situations.

Investigation

- 15) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
- 16) If a work site is involved in this solicitation, and the site of the work is:
 - a) An area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
 - b) An area open to the general public, the proposer may perform their inspection at a time of their choosing.
- 17) Participating Supplier shall inspect in detail the delivery location, installation site, and/or work site and familiarize themselves with all the local conditions and the detailed requirements of delivery, installation, or construction.
- 18) No plea of ignorance by the Participating Supplier of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the Participating Supplier to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City, the compensation to the supplier, or a change in the formal offer submitted to the City per City's defined cost structure.

Proposal

- 19) Proposals must be submitted electronically. All necessary documents are available through the City's website <https://www.stcharlesil.gov/bids-proposals> which provides a hyperlink to DemandStar. Downloading documents and submitting proposals requires registration with "DemandStar." You can register and create an account by going to www.demandstar.com/register.rsp. DemandStar is a free service used to browse solicitation opportunities, receive general or targeted solicitation opportunity notifications, and participate in procurements. There is a nominal fee to receive targeted solicitations.
- 20) Delivery of an offer is acceptance of the St. Charles Terms and Conditions. Offers containing terms and conditions contrary to those specified may be considered non-responsive.
 - a) Exceptions to specifications, requirements, Terms and Conditions must be clearly identified in the space designated on the Cover Page of the Response Documents.
- 21) The City shall not accept an offer:
 - a) from a seller who is in arrears to the City or other government entity.
 - b) which is based upon any other offer, contract, or reference to any other document or numbers not included within these solicitation documents.

Signatures as Offer

- 22) Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
- 23) Signatures (*reference signature page*) by
 - a) Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
 - b) Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - c) Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers

- 24) Offers may be withdrawn at any time prior to the due date.
- 25) Offers may not be withdrawn after the due date without the approval of the Procurement Division.
- 26) Negligence in preparing an offer confers no right of withdrawal after opening/due date.

Timeframe and Consequences

- 27) Offers must be received before the designated time.
- 28) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Receipt of Formal Offers

- 29) Firms submitting formal offers will be identified on a formal List of Proposers published on the City's website <https://www.stcharlesil.gov/bids-proposals> within two business days.

REQUIREMENTS

Brand Names or Equal

- 30) Specifications are prepared to describe the goods which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the product.
- 31) Specifications are not intended to exclude potential suppliers. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating goods that are satisfactory.
- 32) Consideration of other makes and models will be considered, provided the Seller submits a request for pre-approval to Procurement@stcharlesil.gov prior to the last date for questions as reflected on the first page of this document. Seller should state exactly what good is proposed and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item and how the items differ. A written

response in the form of a public addendum will be published on the City's website, <https://www.stcharlesil.gov/bids-proposals>.

- 33) If an offer does not indicate deviations or alternatives to the requirements and specifications, the City interprets the offer as fully compliant.

Deviations to Requirements and Alternate Offers

- 34) If the Seller is unable to meet the minimum specifications of the preapproved products, yet believes their product will meet the needs of the City, the Seller may submit an Alternate Bid inclusive of material specification sheets, performance data, or other documentation justifying consideration.
- 35) If the Seller plans to submit multiple offers, each offer must be clearly distinguished in a way that can be differentiated from other offer(s).

The Procurement Division reserves the right to make the final determination of compliance, or whether any deviation or alternate is of an equivalent or better quality, and which offer can best meet the needs of the City. Such determination shall be incorporated within the City's recommendation to award.

Taxes

- 36) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
- 37) The City's Sales Tax Exemption Number is E9996-0680-07.

EVALUATION OF OFFERS

Rejection of Offers

The City reserves the right to reject any and all offers in whole or in part according to the best interests of the City.

Receipt of One (or too few) offers

- 38) If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will be:
- a) Held until the new due date and time, if there are no changes in requirements, and pending agreement with the Proposer.
- 39) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

Determining Responsiveness of the Proposal

- 40) Responsive offers will be reviewed for compliance, and if compliant, will be deemed responsive.
- 41) Responsive offers are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation, inclusive of all requirements, compliant to all product specifications, able to meet delivery requirements, accepting of all contract terms and conditions.
- 42) The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement division.

Determining Qualifications

- 43) Participating Suppliers submitting responsive offers will be evaluated, and if qualified, will be deemed responsible.
- 44) The City reserves the right to determine the competence, the financial stability and the operational capacity, professional skills, and qualifications of the Participating Supplier.
- 45) Upon request by the City, Participating Supplier shall furnish evidence for the City to evaluate their resources and ability to provide the goods/services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, certificates, licenses; listing of committed but not yet completed orders; financial statements.
- 46) Participating Suppliers may be required to submit samples of items within a specified time frame and at no expense to the City. If not destroyed in testing, samples will be returned at the Participating Supplier's request

and expense. Samples which are not requested for return within thirty (30) days of the completion of the evaluation will become the property of the City.

- 47) Participating Suppliers may be required to affect a demonstration of the good/service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
- 48) Participating Suppliers may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Participating Supplier.
 - a) The City will contact references to verify Participating Supplier's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' feedback on the supplier's/proposer's character, integrity, and reputation for good judgment.
 - b) The City may require a site visit. Participating Suppliers will be asked to include applicable locations within a 200-mile radius of the City of St. Charles. The City will obligate its own funds for travel to any site that arises from the evaluation of proposal responses.
- 49) The City reserves the right to eliminate a Participating Supplier who has not demonstrated the required years of service within the required specialty.
- 50) The City reserves the right to determine if any of the above or other information might hinder or influence the quality of the work specified, or impair the prompt completion of additional work such as future maintenance and service.
 - a) Past unsatisfactory performance is sufficient to justify a finding of non-responsibility.
 - b) Previous award of work does not guarantee future award(s).

Waivers and Rejections of Submittals

- 51) The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the submittal. The City may conduct discussions with Participating Suppliers to further clarify the submittal as may be necessary. Clarification and/or correction of the submittal shall be effected by submission to Procurement@stcharlesil.gov of the corrected page of the submittal with changes documented and signed. Receipt must be within 3 hours of request.
- 52) The City reserves the right to reject any or all submittals for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.

Confidential Information

- 53) Proposals are subject to Illinois State FOIA requirements including the following exemptions:
 - a) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - b) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- 54) ***Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

REQUIREMENTS if Awarded the Work:

Contracts

- 55) The successful Proposer is required to enter into a contract with the City covering all matters set forth in the solicitation document, addenda and clarification process.
- 56) Contract must be fully executed by the proposer within ten (10) days of notice to award. Any delays will postpone staff's submittal for City Council/City Administrator approval.

Insurance

- 57) The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (Reference Contract Exhibit C).
- 58) Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
- 59) The Proposer's obligation to purchase stated insurance cannot be waived by the City's action or inaction.

Security Clearance

- 60) Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the City's Police Department.
- 61) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

Audit

- 62) The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

Protests

- 63) Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
 - a) Protests involving the solicitation process must be presented in writing to Procurement@stcharlesil.gov no later than the last date for questions as reflected on the first page of this document.
 - b) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to Procurement@stcharlesil.gov no later than three business days after results are publicly posted.
- 64) Protests must include: the name and address of the protestor; the title and solicitation # of the solicitation; and if available: if an award has been recommended, the city public meeting agenda #, the award document number, identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- 65) A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total value of the award, or \$1,000, whichever is less.
 - a) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
 - b) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- 66) Upon receipt of the notice of protest, the Procurement Division shall stop the award process.
 - a) The Procurement Division will rule on the protest in writing within two business days from receipt of protest.
 - b) Appeals of the Procurement Division's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c) The City Administrator's decision is final.

Special Provisions for Goods/Services

Part 1: REGARDING THE SOLICITATION PROCESS

A) Required Submittal Documents

- 1) Cover Page
- 2) Signature Page
- 3) Price Proposal Page
- 4) Certification of Compliance
- 5) Service Provider Response Requirements

B) Evaluation Criteria

All proposals will be evaluated based on the best value for the City. Best value will be based on:

- 1) Proposed vehicle and proposed equipment Specifications and Performance; training provided.
- 2) Proposed delivery time-frame.
- 3) Proposed cost.
- 4) Integration with IT pipes and City network.
- 5) Location of service center to perform warranty work.
- 6) Quality of references.

C) Evaluation Process

- 1) An evaluation committee comprised of City staff will review, evaluate and score all proposals based on the criteria and weights defined.
- 2) Proposals will be reviewed for compliance, and if compliant, will be deemed responsive.
 - i. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
 - ii. The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division.
- 3) Proposer Qualifications will be reviewed, and if qualified, will be deemed responsible.
- 4) Proposals deemed both Responsive and Responsible will be reviewed by the evaluation committee. The committee will utilize the Evaluation Criteria when reviewing proposals.
 - i. The City reserves the right to seek clarification of proposals.
- 5) Proposers may be required to submit additional data.

D) Basis of Award

- 1) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
- 2) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
- 3) Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
- 4) The City reserves the right to award part or portion of a phase or deliverable, any line item or option regardless of order listed.

Part 2: REGARDING THE WORK

E) The St. Charles Purchase Order Terms and Conditions are attached for reference at the end of this document.

F) Contract Administration

- 1) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
- 2) Once the "Work May Proceed" order is issued, the work will be turned over to the City's Project Manager.

- i. The Project Manager's primary responsibility is to assure the City receives the services in accordance to the requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

G) Communications Plan

The Service Provider is required to provide the City's Project Manager with updates of the project inclusive of but not limited to: portion of work completed, assumptions, problems encountered... The updates can be in person or over the phone, at the discretion of the City.

H) Change Order Procedure

The City reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
- 3) Change orders will describe the City approved change(s), will refer to the service provider's recommended proposal for change, and will be signed by the City and the service provider prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
- 5) If the service provider's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the City will authorize the documented Change Order which will be confirmed as a contract amendment.

I) Payment

- 1) Services shall be invoiced monthly or on an agreed upon schedule.
- 2) Authorization of payment requires receipt of sellers/service providers invoice, acceptance of services by Project Manager and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

J) Quality/Service Issues

The provider shall not be reimbursed until goods/services are compliant.

Specifications

1. *System Basics*

Complete inspection system shall have:

1. Camera System is Comprised of Three Main Components:
 - a. Automatic cable reel with cable with 1500'. If needed additional cable reel for larger pipe size and lateral launch
 - b. Hand-held control pendant
 - c. Two Crawlers with zoom camera for 6" and larger diameter pipe inspection
2. System function, status monitoring, and remote diagnostics
3. Ability to connect and communicate to internet via network cable port and Wi-Fi for lifetime remote firmware upgrades and/or diagnostic services, providing 10 years of upgradeability.
4. Camera and crawler operator functions to be able to work simultaneously.
5. Complete cutaway chassis with minimum 16' length and 7'6" wide box vehicle buildout to include the required equipment specifications.
6. Delivery to the City of St. Charles with a minimum of 2-Days Operator Training.
7. System shall include a minimum 1-Year Parts and Labor Warranty.

2. *Chassis*

The vehicle chassis shall include similar specs:

Unit shall be delivered to the City of St. Charles turn-key ready upfitted on a 2023 or Newer Step/Cube Van w/ 16-18 ft Aluminum Body or similar with Included Features at Minimum Listed Below:

- a. ENGINE: Gasoline
- b. Transmission: 6-speed automatic O/D with Tow Haul
- c. TIRES: all-season
- d. Heated Mirrors W/Turn Signals & Long Arm
- e. Front License Plate Bracket
- f. AC, Heat, Rear camera, Bluetooth AM/FM Radio, Power package, vinyl int, up fitter switches
- g. Please provide chassis specification and layout with proposal

3. *Chassis Buildout- Control Room*

The Control Room shall include similar specs:

1. Solid bulkhead wall with sliding smoked-glass window between the operating room and Mechanical room
2. Pass-through door with aluminum kick plate between the two rooms
3. Operator desk with 2 wall outlets above and below
4. Overhead LED lighting with wall switches
5. Space for (2) Two 19" HD Commercial Grade desk-mounted monitors
6. High-back operator chair
7. Insulated walls and ceiling
8. Non-Slip flooring
9. Safety light switches in truck cab on up fitter switch
10. Rack-mount UPS device
11. Wall file

12. Video distribution booster
13. Truck on generator electrical-operated carbon monoxide detector
14. 2-Drawer Filing Cabinet
15. Wall Mounted Heater in addition to roof unit
16. Rack cabinet for computer
17. 11,000-BTU roof top air conditioner with 5600-BTU heat strip controlled via digital thermostat
18. Bench seat w/storage below

4. *Mechanical Room*

The Mechanical room shall include similar specs:

1. Stainless Steel work surfaces
2. Built-in heavy-duty storage/tool box
3. Vertical crawler drawer
4. Wash-down system with sink and Graywater Storage (on-demand pump, lighted switch, 30-gallon water tank with exterior fill and RV discharge, 25' retractable hose on reel)
5. Overhead LED lights on wall switch
6. Rear-facing 19" HD Commercial Grade Wall Mounted Monitor
7. Plywood ceiling/walls covered in grey FRP
8. Aluminum storage shelf and caddy with trash can
9. Rubber glove dispenser
10. Hand sanitizer, waterless hand cleaner, paper towels, rubber gloves, first-aid kit, fire extinguisher, Rain-X, Simple Green, dry-erase board, traffic cones, rubber counter mat, remote mount, lanyard, tie-off clamp above rear bumper
11. Tool package (manhole hook, pick, sledge hammer and shovel, all mounted on aluminum brackets)
12. Cut-out door Assembly for pass through of cable during Winter/Inclement weather
13. Powered Equipment Hoist, 500 lb. rating, dropdown, floor mount With Arm extensions of rear of the truck Min of 6'
14. Commercial Grade Gas Powered Generator w/underbody mounting gas feed off of truck fuel tank with ¼ tank shutoff

5. *Power Generation*

Power shall be generated and managed by the following:

1. Shore power cord with 120V wall adapter
2. Breaker box
3. Auto-transfer switch
4. 12V fuse block
5. Onboard generator to fully support truck operation
6. Optional in addition to the onboard generator - 6.3 kW MEPS Road Power- power source (chassis engine)

6. *Exterior Lighting and Safety Systems*

Lighting and Safety Systems to include at a minimum:

1. Rear corner-mounted LED flood lights
2. Front and rear roof-mounted LED Strobe
3. 4-Corner LED Strobes (2 Front 2 Rear)
4. Rear LED Arrow board
5. Back-up alarm
6. Front bumper storage cone

7. Rear Back-up camera
8. Front Camera to view from control room
9. Rear barn doors with latches/locks

7. *Pipeline Observation Archiving and Reporting Software*

1. Must utilize the City current IT Pipes software
2. NASSCO PACP, MACP, LACP compliant

8. *Optional Manhole Inspection Lateral System equipment*

Manhole inspection equipment must work with ITpipes inspection software. ITpipes software is designed to integrate with all industry hardware, whether provided by the manufacturer or an OEM reseller. The original manufacturer's system must be 'open', and users can get video out of the system. The original equipment manufacturers (OEMs) make or share ownership with a software product or company.

1. If an OEM uses ITpipes as the main controller, they will be required to build that control into ITpipes so ITpipes can communicate with the hardware. For example, Manhole cameras to load measurements directly into the ITpipes software. The contractor is responsible for coordinating this work with ITpipes. The end product provided to the City must be a seamless integration.
2. If ITpipes syncs to capture video in the field, which can be synced directly into ITpipes for coding, viewing, sharing, etc., the manufacture must provide the software, coordination and integration in the field. The inspections and media must be synced and accessed easily via ITpipes software. The contractor is responsible for coordinating this work with ITpipes. The end product provided to the City must be a seamless integration.
3. Other OEMs may provide video that can be imported into ITpipes. City users can perform inspections using the camera. Then, simply import inspections into ITpipes for coding, viewing, and sharing. The manufacture must provide the software, coordination and integration in the field. The inspections and media must be synced and accessed easily via ITpipes software. The contractor is responsible for coordinating this work with ITpipes. The end product provided to the City must be a seamless integration.
4. The OEM must accept liability for their I.P. in use and hardware product functionality/warranty, ITpipes only provides the software and control of the hardware.

Insurance Requirements for Services

Exhibit C1

Prior to commencement of the Services governed by contract between the City of St. Charles (**City**) and the Service Provider (**Insured**), the Service Provider shall provide the City with satisfactory evidence of insurance coverage, and when requested, evidence of each of its subcontractors, consultants and agents hired to provide the services for the Project.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.

2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.

a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.

3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.

4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.

5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):

a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.

b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.

6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.

7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.

a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreement will terminate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
INSURED	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	SAMPLE	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			Policy Number	eff date	exp date	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	Policy Number	eff date	exp date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
				Policy Number	eff date	exp date	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Project Name, Project Number (when applicable)
 The City of St. Charles is added as Additional Insureds, when required by written contract, on the General Liability and Auto Liability on a primary and non-contributory basis with respect to operations performed by the Names Insured in connection with this project.
 A Waiver of Subrogation in favor of the Additional Insureds applies to the Workers' Compensation and General Liability policies, when required by written contract and where allow by law.
 The Umbrella must follow form over the underlying liability with regards to coverage terms and conditions, Additional Insured, and Waiver of Subrogation.

<p>CERTIFICATE HOLDER</p> <p align="center">City of St. Charles 2 E. Main St. St. Charles, IL 60174</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p align="center">Signature</p>

Change Order: *Sanitary Sewer Camera Truck ES2022-46*

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions |
| <input type="checkbox"/> Change in Scope | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> | |

2. The effect of this change is (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____ | <input type="checkbox"/> Extension of _____ (calendar / work) days |
| <input type="checkbox"/> Material is increased by \$ _____ | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ | |
| <input type="checkbox"/> | |

3. Attachments Supporting Change Order (check all that apply)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) | |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	a	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	b	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	c	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	d	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	e	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? No	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

City Project Manager _____ date _____

City Administrator _____ date _____

Contractor/Service Provider _____ date _____



Cover Page

Sanitary Sewer Camera Truck
ES2022-46Based on
Addendum # 1

Proposal Prepared By:		Andrew McCarthy	
Firm Name	Standard Equipment Company	Sales: Price, Quality and Service	
DBA	Standard Equipment Company	Contact Name	Andrew McCarthy
Signature		Phone #	(312) 504-8139
Print Name	Brandon Shelton	E-Mail	amccarthy@standardequipment.com
Position	Vice President	Customer Service: Purchase Order, Invoicing, Payment	
Phone #	312-241-4449	Contact Name	Marius Pop
E-mail Address	bshelton@standardequipment.com	Phone #	312-829-1919
Operations: Scheduling and Managing the Work		E-Mail	mpop@standardequipment.com
Contact Name	Andrew McCarthy	Mailing Address for Payment via Check:	
Phone #	312-504-8139	Standard Equipment Company	
E-Mail	amccarthy@standardequipment.com	P.O. Box 1235 Bedford Park, IL 60499-1235	

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

- This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.
- We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):

Heated Mirrors w/ turn signals not available on Ford E450 chassis.
Upgraded cloth seats instead of standard vinyl.
For all other exceptions, please refer to attached proposal worksheet.



Certification of Compliance

(A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.

(B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.

(C) The undersigned certifies that, pursuant to the Public Act 101-0221, Section 2-109, and the City of St. Charles Anti-Harassment Policy (adopted by ordinance on December 16, 2019), the bidder complies with and certifies that **Sexual Harassment Prevention Training** is provided at least once a year to all employees who work with City employees and/or on City property. The City may, at any time, request proof of the vendor's compliance, and the vendor will comply with evidence within two business days.

(D) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting **Bid-rigging or Bid-rotating**, the bidder is not barred from bidding on this project, or entering into a contract for this project.

(E) The undersigned certifies that, pursuant to the **Federal Acquisition Regulation** (FAR 48 C.F.R. §52.203-2) the bidder agrees that:

- Prices in the offer have been arrived at independently without consultation, communication, or agreement with any other competitor;
- Prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other competitor before bid opening or contract award unless otherwise required by law; and
- No attempt has been made or will be made by the bidder for the purpose of restricting competition.

(F) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

(G) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposits states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.

(H) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.

(I) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.

(J) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.

(K) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St. Charles which would in any way be construed as an unethical business practice.

(L) The undersigned certifies that, pursuant to the Public Act 102-0265, which amends the Property Tax Code 35 ILCS 200/18-50.2, the bidder, when required, states and certifies that it will provide the City of St. Charles with a **Vendor Information Reporting Form** upon request.

Check One:

There are no conflicts of interest and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

There is an affiliation or business relationship between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St. Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name Standard Equipment Company

Signature 

Date 1/10/23



City of St. Charles

REFERENCE FORM

Project: Sanitary Sewer Camera Truck (ES2022-46)

The following is a list of **FIVE (5)** references that have performed projects similar in size & scope within the last five (5) years.

1. Company Name and Address	Scope of Work:	Sanitary/Storm Inspection
Village of Wheeling	Date(s):	01/01/2017 to present
77 Hintz Rd	Amount:	Entire system
Wheeling, IL 60090	Project Manager:	Jeff Wolfgram
	Telephone No:	847-344-4266
	Email:	Jwolfgram@wheelingil.gov
Comments: Reference Verified: Yes ___ No ___		

2. Company Name and Address	Scope of Work:	Sanitary and Storm Inspection
Village of Deerfield	Date(s):	01/01/2017 to present
465 Elm St.	Amount:	Entire system
Deerfield, IL 60015	Project Manager:	Dave Fejes
	Telephone No:	847-561-1820
	Email:	dfejes@
Comments: Reference Verified: Yes ___ No ___		


3. Company Name and Address	Scope of Work:	Sanitary and Storm Inspection
City of Wheaton	Date(s):	05/01/2022 to present
821 W. Liberty Dr.	Amount:	Entire system
Wheaton, IL 60187	Project Manager:	Sean Walsh
	Telephone No:	630-346-9854
	Email:	swalsh@wheaton.il.us
Comments: Reference Verified: Yes ___ No ___		

4. Company Name and Address	Scope of Work:	Combination Sewer Inspection
City of Evanston	Date(s):	01/01/2017 to present
555 Lincoln St.	Amount:	Entire system
Evanston, IL 60201	Project Manager:	Shawn Petska
	Telephone No:	847-448-8219
	Email:	spetska@cityfoevanston.org
Comments: Reference Verified: Yes ___ No ___		

5. Company Name and Address	Scope of Work:	Sanitary and Storm Inspection
Village of Villa Park	Date(s):	12/15/2019 to present
11 W. Home Ave.	Amount:	Entire system
Villa Park, IL 60181	Project Manager:	Nick Vecchione
	Telephone No:	630-361-4795
	Email:	nickv@invillapark.com
Comments: Reference Verified: Yes ___ No ___		

Company Name: Standard Equipment Company

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

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5.F
	Title:	Recommendation to Approve a Resolution Authorizing the Purchase of Vehicles and Equipment Budgeted in FY24 and the Sale or Trade of Corresponding Vehicles to be Replaced	
	Presenter:	AJ Reineking, Public Works Manager – Public Services	
Meeting: Government Services Committee		Date: May 22, 2023	
Proposed Cost: \$ 3,272,882		Budgeted Amount: \$3,272,882	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The Public Services Division coordinates vehicle and equipment purchases for all departments in the General fund as well as the Electric, Water and Wastewater funds.</p> <p>In the last two years, the ability to purchase vehicles became significantly more challenging due to supply chain issues. Prior to FY23, it had been the City’s practice to place orders utilizing joint purchasing agreements or directly from dealerships; however, in the last two years these channels have not had adequate stock available and several vehicles scheduled for replacement could not be purchased through these traditional means.</p> <p>Initially, inventory shortages resulted in 12 to18 month lead times before delivery of the vehicle. This situation has since transitioned into vehicle lead times in excess of 36 months or simply not being available at all. Further, dealerships that do have inventory are not willing to work within the City’s traditional procurement timeline, which can take three or more weeks depending on Committee/Council meeting schedules.</p> <p>In FY23, the Council authorized staff to purchase the budgeted vehicles and equipment in a single motion which allowed the Public Services team the ability to shop for the vehicles and equipment needed and quickly make a purchase when the right deal was available. There were items that could not be purchased due to lack of availability or insufficient funds; however overall, this exercise proved to be extremely valuable and staff was able to procure vehicles and equipment that would otherwise have been sold or otherwise committed.</p> <p>Because circumstances have not improved, staff anticipates that it will continue to be difficult to purchase replacement vehicles. Therefore, staff is seeking authorization to again waive the requirement of obtaining council approval prior to issuing a purchase order for the vehicles and equipment included in the FY24 budget. This will allow the City to purchase vehicles as they become available without delay. Reducing the procurement timeline will enable staff to be more competitive with others in the market.</p> <p>Staff is further seeking approval to authorize the sale or trade of the corresponding vehicle that is to be replaced. This will allow staff to leverage the best possible deal for the City.</p>			
Attachments (please list):			
*Vehicle & Equipment Budget List			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Resolution authorizing the purchase of vehicles and equipment budgeted in FY24 and to authorize the sale or trade of corresponding vehicles to be replaced.			

City of St. Charles
Capital Improvement Program by Fund
FY 2023-2024 Budget


Accounting Unit	Account	Description	FY 2023-2024 Budget
Electric Operating	56001	Replacement of 2003 E350 Van	48,000
Electric Operating	56001	Replacement of 2011 F350 Truck	46,000
Electric Operating	56001	Replacement of 2011 F550 Dump Truck	65,000
Electric Operating	56001	Replacement of 2010 IHC Aerial Truck	250,000
Electric Operating	56001	Replacement of 2007 Digger Derrick	370,000
Electric Operating	56001	Replacement of 2009 Bucket Truck	330,000

City of St. Charles
Capital Improvement Program by Fund
FY 2023-2024 Budget

Accounting Unit	Account	Description	FY 2023-2024 Budget
Water Operations	56001	Replacement of 2015 F550	270,000
Water Operations	56001	Replacement of F250	85,000
Water Operations	56001	Replacement of 2012 Imperial Trailer	20,000

City of St. Charles
Capital Improvement Program by Fund
FY 2023-2024 Budget

Accounting Unit	Account	Description	FY 2023-2024 Budget
Wastewater Plant Operations	56001	Replacement of 2012 F-150	60,000
Wastewater Collections	56001	Replacement of Sewer Jetter	295,000
Wastewater Collections	56001	Replacement of 2009 F550	65,000
Wastewater Collections	56001	Replacement of 2001 Godwin Pump	50,000
Wastewater Collections	56001	Replacement of 1991 Pace Trailer	15,000
Special Services - Public Services	56002	Pull on V-Box Upfitting - Truck 1794	35,000
Motor Vehicle - Police	56001	Replacement of 2018 Ford Explorer	60,000
Motor Vehicle - Police	56001	Replacement of 2018 Ford Explorer	60,000
Motor Vehicle - Police	56001	Replacement of 2018 Ford Explorer	60,000
Motor Vehicle - Police	56001	Replacement of 2016 Ford Explorer	60,000
Motor Vehicle - Fire	56001	Replacement of 2014 Chevy Tahoe	80,000
Motor Vehicle - Fire	56001	Replacement of 2014 Chevy Tahoe	80,000
Motor Vehicle - Public Services	56001	Replacement of 2011 F550	150,000
Motor Vehicle - Public Services	56001	Replacement of 2011 Kubota Green Machine	70,000
Motor Vehicle - Public Services	56001	Replacement of 2012 Street Sweeper	340,000
Motor Vehicle - Public Services	56001	Replacement of 2008 IHC 74000	205,000
Motor Vehicle - Community Dev	56001	Replacement of 2013 Ford Escape	46,000
Motor Vehicle - Community Dev	56001	Replacement of 2014 Ford Escape	46,000
Motor Vehicle - Community Dev	56001	Replacement of 2010 Ford Escape <i>*Roll Forward from FY23</i>	11,882
TOTAL			3,272,882

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 6.A
	Title:	Recommendation to approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with WBK Engineering for Charlestowne Lakes Construction Inspection	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Government Services Committee		Date: May 22, 2023	
Proposed Cost: \$114,265- <i>Developer Reimbursable</i>		Budgeted Amount: \$75,000; to be increased as a Reimbursable Item	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The Development Engineering staff in Community Development oversee private site development construction work, and monitor and inspect site improvements and utility installation. In the past, WBK Engineering has been used to supplement staff time for this work due to absences or high workload.</p> <p>The Charlestowne Lakes project is under construction and in the coming weeks will begin installation of site improvements. In anticipation of staff vacancy later this summer, we are seeking assistance from WBK to perform all site improvement inspection services for the duration of the project, which will span at least this current construction season.</p> <p>WBK has successfully assisted the City with this work in the past (most recently on the Munhall Glen and Springs projects).</p> <p>This cost is fully reimbursable. For this type of service, the City requires a full deposit of the contract amount from the developer before authorizing the work.</p> <p>The developer of Charlestowne Lakes, DR Horton, has reviewed the scope and provided a deposit in the full amount of the contract, \$114,265.</p>			
Attachments (please list): Bid Waiver, Proposal			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with WBK Engineering for Charlestowne Lakes Construction Inspection			



Bid Waiver One Time Today through _____

Description: _____

Requested Vendor: _____

Requested By: _____ Date: _____

Approval: _____

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$_____ for this one-time order, and/or \$_____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____

opportunity number

Proposal



Submitted To: **Prepared By:** WBK Engineering, LLC

Primary Contact: **Primary Contact:**

Services

Cost-Not to Exceed **Lump Sum** **Time & Materials (T&M)**

Task Name: _____
Deliverable: _____

.....
Budget

Budget for Reimbursable Expenses (Cost Plus 10%):

Total Amount Budgeted For All Services Rendered:

We propose to bill you monthly based on the attached Schedule of Charges (if applicable). We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.


.....

WBK Authorization By (Please Print): *Signature* *Date*

The Proposal, Schedule of Charges, and General Terms & Conditions are satisfactory and are hereby accepted. You are authorized to begin the work as specified. Payments will be made as outlined above.

.....

Client Authorization By (Please Print): *Signature* *Date*

	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *6.B
	Title:	Recommendation to approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Government Services Committee		Date: May 22, 2023	
Proposed Cost: Up to \$50,000		Budgeted Amount: \$50,000 (reimbursable)	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain): <p>For large projects, the Building Division in Community Development utilizes outside consultants to assist with Building Permit Plan reviews.</p> <p>The City’s historical practice had been for the outside review consultant to invoice building permit applicants directly for the review service. Starting this Fiscal Year, the decision was made to discontinue this practice, and instead have the consultant contract with the City directly, and the City would collect payment from permit applicants with the building permit fees. The entire cost of review would still to be covered by permit applicants, and this has been budgeted accordingly.</p> <p>TPI Building and Code Consultants has provided this service successfully in the past. Because this is a reimbursable service intended to supplement City staff time, we are sensitive to utilizing resources that have a demonstrated track record and are reliable. TPI has met our expectations in the past.</p> <p>The City last reviewed proposals for this service in 2021. TPI has not changed their rates since this time.</p> <p>A Request for Proposals will be issued early next year to obtain new quotes from qualified service providers. However, given ongoing workload, we would like to proceed with TPI for services during this fiscal year, based on the attached rate schedule.</p>			
Attachments (please list): Bid Waiver, Contract			
Recommendation/Suggested Action (briefly explain): Recommendation to approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Inspection and Plan Review Services.			



Bid Waiver One Time Today through _____

Description: _____

Requested Vendor: _____

Requested By: _____ Date: _____

Approval: _____

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$_____ for this one-time order, and/or \$_____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

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These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____



T.P.I. Building Code Consultants, Inc.

321-325 Spruce Street
South Elgin, Illinois 60177
Phone (630) 443-1567 Fax:443-2495
Email: tpi1@tpibcc.com
Website: tpi@tpibcc.com

Full Service Code Consulting Firm

Professional Plan Review and Inspection Services
Since 1997

Mission Statement

The mission of T.P.I. Building Code Consultants, Inc. is to protect the health and safety of the public by helping to build America with code-compliant structures. We at T.P.I. blend that small firm spirit and economics with big firm savvy and skill.

Mission Statement:

The mission of T.P.I. Building Code Consultants, Inc. is to protect the health and safety of the public by helping to build America with code-compliant structures. We at T.P.I. blend that small firm spirit and economics with big firm savvy and skill.

Introduction

T.P.I. Building Code Consultants, Inc. is a full service, family owned and operated company in the Chicagoland area. Since 1997, we have provided courteous, professional and timely code consultation, inspections and plan reviews with pride and integrity. JoAnne and Steve Tisinai originally founded Temporary Plumbing Inspectors with a goal to assist departments with overwhelmed, sick or vacationing plumbing inspectors. As time passed, T.P.I.'s clients requested additional services in the fields of building, electrical, mechanical and fire. In April of 2000, T.P.I. Building Code Consultants was incorporated and is currently a full-service plan review and inspection company.

T.P.I. will work in a fair and professional manner to assure safe code compliant buildings in a fiscally responsible and efficient way. We can fulfill the needs of your department with consistent professionals who are well certified in their specific discipline with the goal of excellent customer service to project the values and standards that municipalities work long and hard to uphold. With a staff that includes **5 Master Code Professionals**, CBO's, Fire Marshal's, Illinois Certified Plumbing Inspectors, certified residential and commercial building inspectors/plan examiners. All T.P.I. building inspectors are certified to provide building, electrical, and HVAC.

Our Services

- Plan Reviews for all building, fire protection, accessibility, electrical, mechanical, plumbing systems, and sanitary
- Inspection services for all building, fire protection, accessibility, electrical, mechanical, plumbing, and health/sanitary
- Code Consultation and Updating
- Zoning compliance program and RPZ tracking
- On-call emergency inspections
- Code Enforcement
- Trained building department office coverage
- All commercial plan reviews performed by Master Code Profession

T.P.I.'s Executives

- **JoAnne Tisinai**- CEO, Owner
- **Steve J. Tisinai**- President, Owner, Certified Illinois Plumbing Inspector, Illinois Licensed Plumber, City of Chicago Licensed Plumber
- **Steve V. Tisinai**- Vice President, Mechanical Engineer, Master Code Professional, Illinois Licensed Plumber, Certified Illinois Plumbing Inspector, Certified Microsoft Systems Analyst
- **Joe Tisinai**-Vice President, Master Code Professional, Certified Illinois Plumbing Inspector, and Illinois Licensed Plumber, City of Chicago Licensed Plumber
- **Dale Engebretson** - Vice President, Master Code Professional

321-325 Spruce Street
South Elgin, Illinois 60177
Email: tpi1@tpibcc.com

Ph: (630)443-1567
Fax (630)443-2495
Website: tpibcc.com

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

T.P.I.'s Values

- **Customer Service:** Consistently striving for *total* customer satisfaction!
- **Excellence:** Superior performance and outstanding quality of services.
- **Ethical Behavior:** Maintaining honesty and fairness in all that we do.
- **Economic Reasonableness:** Provide services in an economically efficient manner.

Plan Reviews

- All plan reviews will be completed in 8-10 business days from the date it is received. Plan reviews may be expedited to 5 business days for an additional charge when available.
- When completed, plan review responses can be submitted to the village via e-mail, fax, or standard mail as the Village requires.
- All commercial reviews are **only** performed by, not supervised by, a **Master Code Professional**.
- Residential plan reviews are performed by a person with ICC certifications in that field, and in many cases, the reviews will be performed by a Master Code Professional

Inspections *(Currently offered in Illinois only)*

- T.P.I. requires that inspection requests be received in our office by 3pm the business day before the inspection request date.
- T.P.I. inspections are scheduled in either am (8:00 am to noon) or pm (noon to 4:30).
- A copy of the inspection will be left on the job site, another at the Village Hall by the end of that business day (or via email if preferred), and a third copy for T.P.I. records.
- T.P.I. inspectors are well trained and certified.
- T.P.I. plumbing inspectors are Certified Illinois Plumbing Inspectors and/or Illinois Licensed Plumbers.
- T.P.I. inspectors will inspect per the adopted codes and amendments set forth by the municipality.
- T.P.I. will provide all vehicles, vehicle maintenance, cost of gas, inspection tools and insurance.
- A phone directory of inspectors will be issued to Village for direct communication. Cell phone numbers for the inspectors are also made available to residents, contractors, business owners and architects. We encourage open communication with all of our customers and help to create a builder friendly environment.
- T.P.I. is available for emergency call out situations.

Billing Process

- T.P.I. will send monthly invoices of the services provided or will customize a plan specific to your municipality.
- Option for direct payment from contractors available. Credit Cards accepted.

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Company Profile

Affiliations/Accreditations

SBOC Membership

ICC Membership

I.D.P.H.

PAMCANI

T.P.I. is a licensed plumbing contractor in the State of Illinois which fulfills the requirement for providing plumbing inspections as a 3rd party.

T.P.I. is a corporation in good financial and legal standing with the State of Illinois. This may be verified at the State of Illinois Website.

T.P.I. is legally able to conduct business in the State of Illinois.

T.P.I. will comply with all OSHA and other federal, state, and city safety standards.

We at T.P.I. hold our inspectors and plan examiners to the highest standards for certifications and continuing education. We provide ICC classes for all our inspectors to help maintain their certifications and remain current on code interpretation and application. T.P.I. offers these classes to current customers for their staff plan examiners and building inspectors at a discounted rate. In addition, our Master Code Professionals provide training meetings for our inspectors and plan examiners to promote continuity of services.

References

Village of Bloomingdale

Mr. Mike Gricus

201 S. Bloomingdale Rd.

Bloomingdale, IL 60108

(630) 671-5661

Village of Willowbrook

Mr. Roy Giuntoli

7760 Quincy St.

Willowbrook, IL 60527

(630) 920-2262

Village of South Elgin

Mr. Steve Super

74 W. Middle St.

South Elgin, IL 60177

(847) 741-3894

Village of Hinsdale

Mr. Rob McGinnis

19 E. Chicago Ave.

Hinsdale, IL 60521

(630) 789-7037

Village of Schaumburg

Mr. Scott Flanagan

101 Schaumburg Ct.

Schaumburg, IL 60193

(847) 923-3700

City of Countryside

Ms. Sharon Peterson

5550 East Ave.

Countryside, IL 60525

(708) 354-7270

Village of Schaumburg

Ms. Julie Fitzgerald

101 Schaumburg Ct.

Schaumburg, IL 60193

(847) 923-3700 ext. 3867

Village of Bellwood

Mr. Peter Tsiolis

3200 Washington Blvd.

Bellwood, IL 60104

(708) 547-3500

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Examples of Current/Recent Experience (not limited to)

- Village of Bellwood: In-house building commissioner duties, small permit plan reviews, residential/commercial plan reviews, building and plumbing inspections, and pre-sale and rental inspections.
- Village of Bloomingdale: Commercial/residential plumbing plan reviews, all plumbing inspections, coverage for building inspections, and full commercial plan reviews as needed.
- City of Countryside: Currently provide plumbing inspections, Recently completed multi-year contract providing all building department needs including, but not limited to Building Commissioner, property maintenance/code enforcement, court adjudication and real estate transaction program.
- County of DuPage: Commercial plan reviews, as needed residential plan reviews and plumbing inspections.
- County of Kane: Code Enforcement/Building Inspection special project and adjudication process assistance.
- County of McHenry: Expedited Commercial plan review services.
- County of Will: Provide plan review services as needed.
- Village of Downers Grove: Provide residential and small permit plan reviews.
- Village of Elburn: Commercial plan reviews as needed.
- Village of Elmhurst: Plan review services.
- Village of Glen Ellyn: Provides all plumbing inspections, plumbing plan reviews, building inspections and plan reviews as needed.
- Village of Highland Park: Provide residential plan reviews as needed.
- Village of Hinsdale: Provide all plumbing inspections, commercial/residential plan reviews, building inspections as needed, in-house plan examiner as needed.
- Village of Lemont: Provide commercial, multi-family and attached single family plan reviews and inspections.
- Village of Mundelein/Hawthorne Woods: Finalized 750 home project including entering inspection results into city computer; Currently providing coverage for plumbing inspector as needed for Mundelein and Hawthorne Woods.
- Village of River Grove: Large project plan reviews as needed.
- Village of Schaumburg: Commercial/Residential plan reviews as needed, building inspections, electrical inspections, and plumbing inspections.
- Village of Schiller Park: Commercial building and fire plan reviews as needed.
- Village of South Elgin: Provide commercial plan reviews, all plumbing plan reviews and inspections, in the past we have performed RPZ tracking, and upcoming will perform commercial building inspections.
- Village of Thornton: Commercial plan reviews as needed.
- Village of Willowbrook: Provide commercial/residential plan reviews and inspections, in-house small permit plan reviews, and as needed including permit clerk/tech.
- Village of Woodridge: Provide all plumbing inspections and plan reviews/building inspections.

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Steve V. Tisinai, Master Code Professional, Certified Illinois Plumbing Inspector

Education:

1992-1996 University of Illinois – Urbana / Champaign
Bachelor of Science in Mechanical Engineering
Microsoft Certified Systems Engineer

Steve began his career working as a laborer in his teenage years and through college. After graduation, he worked as a Mechanical Engineer for a large local business. He completed his plumbing apprenticeship and earned his MCP certification to join T.P.I. in 2005. Steve now uses his skills to perform Building Commissioner duties, plan reviews and inspections for various customers. He has excellent customer service and problem-solving skills. Steve provides education and training to T.P.I. inspectors. In addition, he is a Master Diver and Scuba Diving Instructor where he provides education and utilizes his leadership skills in another capacity.

ICC Certifications

- Illinois Licensed Plumber
- Certified Illinois Plumbing Inspector
- ICC Master Code Professional
- ICC Certified Building Official
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Electrical Inspector
- ICC Commercial Plumbing Inspector
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Electrical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Accessibility Inspector / Plans Examiner
- ICC Residential Energy Inspector / Plans Examiner

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Joseph J. Tisinai, Master Code Professional, Certified Illinois Plumbing Inspector

Joe began working in the construction industry as a laborer in his teenage years. He then completed his plumbing apprenticeship through local 130, a City of Chicago Plumbing License and an Illinois Plumber's License and worked as a foreman for large commercial projects. Joe joined T.P.I. in 2000 and earned his MCP certification. Joe is now the account manager for a large municipality, performs large commercial and residential plan reviews for plumbing, as well as residential plan reviews for all disciplines. In addition, Joe provides education and training for T.P.I. inspectors.

Plumbing Inspector/Plans Examiner since 2000

Hanover Park Fire Protection District as a firefighter 1993 to 1999
Licensed Emergency Medical Technician 1996

ICC Certifications

- ICC Master Code Professional
- State of Illinois Plumbing License
- City of Chicago Plumbing License
- Certified Illinois Plumbing Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC Commercial Building Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Plumbing Inspector
- ICC Commercial Electrical Inspector
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Electrical Plans Examiner
- ICC Accessibility Inspector / Plans Examiner
- ICC Residential Energy Inspector / Plans Examiner
- Fire Fighter II
- Hazardous Material Awareness

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Dale Engebretson, Master Code Professional

T.P.I. Experience: February 2021 – Present

Experience: Includes Municipality and 3rd Party Services from 2000- Present:

Building Commissioner – Village of Round Lake

Chief Code Official – City of Warrenville

Building Code Administrator – City of Park Ridge

Code Enforcement Official – Village of Glendale Heights

ICC Certifications

- ICC Master Code Professional
- ICC Certified Building Official
- ICC Housing Code Official
- ICC Commercial Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC/AACE Property Maintenance & Housing Inspector
- ICC Building Plans Examiner
- ICC Commercial Energy Plans Examiner
- ICC Plumbing Code Official
- ICC Residential Energy Inspector/ Plans Examiner
- ICC Residential Electrical Inspector
- ICC Building Inspector
- ICC Commercial Plumbing Inspector
- ICC Building Inspector
- ICC Commercial Plumbing Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Building Inspector
- ICC Commercial Energy Inspector
- ICC Residential Combination Inspector
- ICC Building Code Official
- ICC Mechanical Inspector
- ICC Residential Mechanical Inspector
- ICC Electrical Inspector
- ICC Plumbing Inspector
- ICC Building Code Specialist
- ICC Plumbing Code Specialist
- ICC Plumbing Plans Examiner
- ICC Accessibility Inspector / Plans Examiner

St. Charles Agreement for Professional Services

Inspection and Plan Review Services

This agreement for professional services ("Agreement") has been awarded on _____, 2023 by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("City"), located at 2 East Main Street; St. Charles, Illinois 60174 and TPI Building Code Consultants Inc ("Professional Service Provider"), located at 321 Spruce Street, South Elgin, IL 60177. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued a Request for Proposal for professional services entitled **Inspection and Plan Review Services ("Project")**;

Whereas, the Professional Service Provider submitted an offer (**Offer**) and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the **Inspection and Plan Review Services Project not to exceed the hourly rates as reflective of prices stated in Exhibit B – Fee Schedule**;

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - The Professional Service Provider's offer and all related documents is attached as **Exhibit B**
 - Insurance Coverage for Professional Service Provider is attached as **Exhibit C**
 - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

- A. Scope of Services.** Professional Service Provider shall provide awarded Services in accordance with the Offer submitted by the Professional Service Provider [**Exhibit B**].
- Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.
 - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.
 - Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports

shall be available to the City upon request.

- B. Status of Independent Professional Service Provider.** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

- A. Term.** This Contract becomes effective _____ and terminates April 30, 2024. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.
 - b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.
 - c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.

- d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
 - e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, “Act of God”, act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.
- C. **Stop Work.** The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

- A. **Price.** The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 of this agreement may not be increased unless the City’s Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier’s invoices to justify material mark-up; certified payroll; waivers of lien; and supplier’s invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider’s invoice, whichever is more favorable to the City.
 - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council’s approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider’s final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. **Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.
- C. **Standard of Performance.** The Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its

employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.

- D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**
- a. **Patents and Copyrights.** The Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.
 - b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
- a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

B. Discrimination Prohibited.

- a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
- b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. **[Exhibit D]**
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:
 - a. **If to the City**
City of St. Charles
Attn: Procurement Division
2 East Main Street
St. Charles, IL 60174
Email: Procurement@stcharlesil.gov
 - b. **With electronic copies to**
Procurement Division: Procurement@stcharlesil.gov
Project Manager: Allen Fennell: afennell@stcharlesil.gov
 - c. **If to the Professional Service Provider**
TPI Building Code Consultants Inc
Attn: _____
321 Spruce Street
South Elgin, IL 60177
Email: tpil@tpibcc.com
Phone: (630)443-1567

Article 8: Applicability

- A. **Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. **Severability.** If any provision of this Professional Service Provider is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager – Allen Fennell

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Fee Schedule

Inspection/In-house Hourly Rates

- a. Minimum 1 Hour and 1 Hour travel time
- b. If greater than 4 hours/day, no travel time will be charged.
- c. Same inspector can perform Building, Electrical and Mechanical Inspections; when available Licensed Plumber who is also a multi-disciplined inspector may be utilized.
- d. In-house building official/plan examiner performs small permit plan reviews only. All other plan reviews to be done through T.P.I. office. See rates below.

Type	Hourly Normal Business Days	After hours M-F and Saturdays until 5pm	After 5pm Saturdays, Sundays, & Holidays
Plumbing Inspector	\$80.00 or \$50.00/Inspection minimum 2/day	\$120.00	\$160.00
Building, Electrical, Mechanical Inspector	\$84.00	\$126.00	\$168.00
Property Maintenance	\$65.00	N/A unless requested; fee to be determined	N/A
Permit Tech	\$65.00	NA	N/A
Sanitary/Health Inspections	\$90.00	N/A	N/A

Plan Review Fee Schedule- Electronic or Hard Copy

One and Two-Family Dwellings (*plumbing not included*)

- a. \$425.00 per dwelling unit
- b. Expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.
- c. Re-reviews are 50% of original review.

Plumbing Plan Reviews

- a. All re-reviews will be charged per the fee schedule below.

Type of Building	Base Price	Each Additional Fixture or Waste Opening
Single Family	\$60.00	\$2.00
Commercial & Multi-Family	\$100.00	\$4.00

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Small Permit Plan Review Program

- a. 4 days or less turnaround time.
- b. Electronic or hard copy accepted.

Fee	Type
\$80.00 each	Prefab fireplace, furnace/AC, residential driveway
\$100.00 each	Residential electric service upgrade, fence, masonry fireplace, patio
\$125.00 each	Pergola
\$150.00 each	Deck, shed, pool, front porch
\$200.00 each (excludes plumbing)	Bathroom finish, electric car charging station, outdoor kitchen

Industrial, Commercial, and Multi-Family Structures- Electronic or Hard Copy

- a. Specific areas of plan examination include the disciplines of building, mechanical, electrical, energy, and accessibility standards.
- b. All Re-reviews are done at 50% of original fee.
- c. 5 business day expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.

Gross Floor Area	Base Building	Base Building and up to two other disciplines	Base Building and up to three other disciplines
UP TO 2,500 SF	\$400.00	\$483.00	\$661.50
2,501 TO 4,000 SF	\$446.25	\$603.75	\$808.50
4,001 TO 5,000 SF	\$556.50	\$724.50	\$945.00
5,001 TO 7,500 SF	\$630.00	\$882.00	\$1092.00
7,501 TO 10,000 SF	\$693.00	\$918.75	\$1234.00
OVER 10,000 SF	\$761.25+ \$14.70 PER 1,000 SF OVER 10,000 SF	BLDG FEE x 1.5	BLDG FEE x 2.0

Additional Reviews	Fee
Commercial Kitchen & Food Processing areas	\$425.00 per 1000 SF of such areas
Hazardous Areas	\$425.00 per 1000 SF of such areas
Restaurant Mechanical Hood & Duct System	\$285.00 for 1 st hood, each additional hood reviewed at same time and within same building/unit, add \$115.00

Sanitary Reviews	Fee
New Facility	\$450.00
Remodel Plan Review	\$550.00

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Fire Plan Reviews

Sprinkler Systems

- a. Re-reviews are 50% off original review fees above if initial review performed by T.P.I. for office and mall tenant areas that have had the base building typical tenant area system previously reviewed by our office.
- b. Additional fees may apply for dry-pipe and pre-actions systems.

Fee is based on the total number of sprinklers

Number of Sprinklers	Plan Review Fee NFPA 13 & 13R
1 to 20 <i>(minimum fee)</i>	\$200.00
21 to 100	\$405.00
101 to 200	\$575.00
201 to 300	\$650.00
301 to 500	\$975.00
Over 500	\$975.00 plus \$0.95 per sprinkler over 500

Number of Sprinklers	Plan Review Fee NFPA 13D
1 to 25 <i>(minimum fee)</i>	\$175.00
26 to 50	\$205.00
51-100	\$225.00
over 100	\$225.00 plus \$1.05 per sprinkler over 100

Fire Detection and Alarm Systems

- a. Basic fee for a complete system: \$0.016 per square foot of total building area.
- b. Partial systems: \$0.009 per square foot of total building area for systems that do not contain a total building area detection system.
- c. Partial System: \$0.004 per square foot of total building area for supervisory protection of the sprinkler systems and duct detection.
- d. Minimum review fee of \$155.00.

Standpipe Systems

- a. Basic Fee: \$200.00 per Standpipe.
- b. No charge for standpipes that are part of a total building sprinkler system.

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Clean Agent Suppression Systems

- a. The fee is based on cubic feet in this instance as the number of nozzles and the size of the tank to be used are determined by cubic feet.

Cubic Footage of Protection Area	Fee
0 to 5,000	\$445.00
5,001 to 10,000	\$575.00
Over 10,000	\$575.00 plus \$.05 per cubic foot over 10,000

Restaurant Wet Chemical Systems

Number of Nozzles	Fee
1 to 15	\$275.00
16 to 30	\$375.00
31 to 50	\$485.00
over 50	\$485.00 plus \$8.00 per nozzle over 50
Each additional hood system reviewed at the same time within the same building and unit	Add \$115.00

Subdivision Design Reviews for Fire Department Access, Water Main Sizing, and Hydrant Layout


- a. Reviews are performed at an hourly rate of \$93.00 per hour.
- b. Plans requiring a second review are invoiced at 50% of the hourly rate.
- c. Minimum review fee is \$155.00.

Fire Pumps

- a. \$205.00 per system.

Life Safety Plan Reviews

- a. The fee is based on the total square footage of the building.
- b. Basic fee: \$0.005 per sq. ft. of the total building area.
- c. Minimum fee of \$170.00.
- d. For special buildings, add 50% to the base fee.
- e. No additional charge for typical floors of a building.
- f. Plans requiring a second review are invoiced at 50% of the primary review.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: *6.C
	Title:	Recommendation to approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Code Enforcement Services	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Government Services Committee		Date: May 22, 2023	
Proposed Cost: \$24,960 estimate <i>(\$6,240 monthly for 4 months)</i>		Budgeted Amount: \$5,000 (funds to be transfer from budgeted salary)	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>The Code Enforcement Officer in Community Development is retiring, and this had not been anticipated during the budget process. The City has only a single Code Enforcement Officer, and will need staffing resources in the interim, while a determination is made regarding how to best fill this role and function in the future.</p> <p>TPI Building and Code Consultants has provided this service successfully as a backup in the past. This is an important customer facing role, and the Officer from TPI has been effective at meeting the City's needs and expectations for Code Enforcement. This same officer that previously assisted the City is available to provide this service during the vacancy, with up to 3 days per week of time available. The Officer is familiar with the City's codes, practices and case management system.</p> <p>The contract is based on hourly rates and the hours needed would be adjusted based on workload. We are anticipating utilizing TPI to assist with Code Enforcement for the next 3 to 4 months, during the busier summer season.</p>			
Attachments (please list):			
Bid Waiver, Contract			
Recommendation/Suggested Action (briefly explain):			
Recommendation to approve a Resolution to Waive the Formal Bid Procedure and Approve a Resolution to Authorize a Professional Services Agreement with TPI Building and Code Consultants Inc. for Code Enforcement Services.			



Bid Waiver One Time Today through _____

Description: _____

Requested Vendor: _____

Requested By: _____ Date: _____

Approval: _____

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$_____ for this one-time order, and/or \$_____ for a 12-month period.
2. This good/service has been competitively solicited within the past 24 months. YES NO
If Yes, Was the solicitation published on the city website? YES NO

3. Justification for Bid Waiver:

Emergency i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

Urgent i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.

These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** _____

Other: _____

St. Charles Agreement for Professional Services

Code Enforcement Services

This agreement for professional services ("Agreement") has been awarded on _____, 2023 by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("City"), located at 2 East Main Street; St. Charles, Illinois 60174 and TPI Building Code Consultants Inc ("Professional Service Provider"), located at 321 Spruce Street, South Elgin, IL 60177. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued a Request for Proposal for professional services entitled **Code Enforcement Services ("Project")**;

Whereas, the Professional Service Provider submitted an offer (**Offer**) and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider **Code Enforcement Services not to exceed the hourly rates as reflective of prices stated in Exhibit B – Fee Schedule**;

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

- A. Incorporated Documents.** The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.
- The City's Purchase Order document, to be generated as the Work May Proceed document upon contract execution, is incorporated as the first page of this Contract and said Purchase Order Number will become the identification number for this contract and thus must be referenced on all related documents, inclusive of invoices.
 - The Professional Service Provider's offer and all related documents is attached as **Exhibit B**
 - Insurance Coverage for Professional Service Provider is attached as **Exhibit C**
 - Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**
- B. Controlling Document.** In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

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 - Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.
 - Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Service Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Service Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Service Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Service Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports

shall be available to the City upon request.

- B. Status of Independent Professional Service Provider.** Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

- A. Term.** This Contract becomes effective _____, 2023 and terminates April 30, 2024. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
- a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.
 - b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24-hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.
 - c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.

- d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
 - e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, “Act of God”, act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.
- C. **Stop Work.** The City may, at any time by written order, require the Professional Service Provider to stop all or part of the services required by this contract. Upon receipt of such an order, the Professional Service Provider shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided they are deemed reasonable by the City.

Article 4: Compensation

- A. **Price.** The City shall pay the Professional Service Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 of this agreement may not be increased unless the City’s Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** The Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier’s invoices to justify material mark-up; certified payroll; waivers of lien; and supplier’s invoices to justify material mark-up.
- C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov and reference Purchase Order number. Invoices submitted in any other manner will result in a delay of payment.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt Payment Act or Professional Service Provider’s invoice, whichever is more favorable to the City.
 - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council’s approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider’s final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. **Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In Exhibit C.
- C. **Standard of Performance.** The Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing service of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its

employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.

- D. Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. Hold Harmless and Indemnification.**
- a. **Patents and Copyrights.** The Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.
 - b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers' possession.
- a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.

B. Discrimination Prohibited.

- a. **Equal Employment Opportunity.** The Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
- b. **ADA.** The Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. **[Exhibit D]**
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** The Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:
 - a. **If to the City**
City of St. Charles
Attn: Procurement Division
2 East Main Street
St. Charles, IL 60174
Email: Procurement@stcharlesil.gov
 - b. **With electronic copies to**
Procurement Division: Procurement@stcharlesil.gov
Project Manager: Allen Fennell: afennell@stcharlesil.gov
 - c. **If to the Professional Service Provider**
TPI Building Code Consultants Inc
Attn: _____
321 Spruce Street
South Elgin, IL 60177
Email: tpil@tpibcc.com
Phone: (630)443-1567

Article 8: Applicability

- A. **Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. **Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. **Severability.** If any provision of this Professional Service Provider is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. **Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. **Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager – Allen Fennell

ATTEST _____

DATE _____

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

Fee Schedule

Inspection/In-house Hourly Rates

- a. Minimum 1 Hour and 1 Hour travel time
- b. If greater than 4 hours/day, no travel time will be charged.
- c. Same inspector can perform Building, Electrical and Mechanical Inspections; when available Licensed Plumber who is also a multi-disciplined inspector may be utilized.
- d. In-house building official/plan examiner performs small permit plan reviews only. All other plan reviews to be done through T.P.I. office. See rates below.

Type	Hourly Normal Business Days	After hours M-F and Saturdays until 5pm	After 5pm Saturdays, Sundays, & Holidays
Plumbing Inspector	\$80.00 or \$50.00/Inspection minimum 2/day	\$120.00	\$160.00
Building, Electrical, Mechanical Inspector	\$84.00	\$126.00	\$168.00
Property Maintenance	\$65.00	N/A unless requested; fee to be determined	N/A
Permit Tech	\$65.00	NA	N/A
Sanitary/Health Inspections	\$90.00	N/A	N/A

Plan Review Fee Schedule- Electronic or Hard Copy

One and Two-Family Dwellings (*plumbing not included*)

- a. \$425.00 per dwelling unit
- b. Expedited plan reviews are offered as our resources permit and are performed for an additional fee of 50% of the original review.
- c. Re-reviews are 50% of original review.

Plumbing Plan Reviews

- a. All re-reviews will be charged per the fee schedule below.

Type of Building	Base Price	Each Additional Fixture or Waste Opening
Single Family	\$60.00	\$2.00
Commercial & Multi-Family	\$100.00	\$4.00