VILLAGE OF RICHMOND 5600 HUNTER DRIVE REGULAR BOARD MEETING NOTICE NOVEMBER 16, 2023

AGENDA 7:00 PM

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. ANNOUNCEMENTS/REQUESTS:
- 5. PUBLIC COMMENTS
- 6. UNFINISHED BUSINESS: None
- 7. CONSENT AGENDA:
 - a. Motion to approve the Regular Board Minutes for November 2, 2023
 - Motion to Authorize Expenditures of Funds for Warrant Fiscal Year 23/24.07 in the amount not to exceed \$560,000.00
- 8. NEW BUSINESS:
 - a. Motion to approve the General Liability/Workers Compensation/Cyber Liability Insurance proposal totaling \$133,218.00 by Arthur J. Gallagher & Co. and Authorize the Village President to sign contract documents
 - b. Motion to approve An Ordinance Amending Chapter 34, Building Regulations, Sections 34.00(a) Code Adopted and 34.01 Amendments of the Richmond Municipal Code
 - c. Motion to approve An Ordinance Amending Chapter 35, Electric Code, Section 35.03 National Electric Code Adopted of the Richmond Municipal Code
 - d. Motion to approve Prevailing Wage Purchase Order #2024-08 to McCann Industries (price provided through Sourcewell bid program) for a Case Loader/Backhoe in the amount not to exceed \$133,821.00, of which \$65,000.00 is included in the FY24 operating budget and the balance of \$68,821.00 will be included in the FY25 operating budget resulting in the not to exceed \$133,821.00 paid in FY25
 - e. Motion to approve Prevailing Wage Purchase Order #2024-09 to Concept Plumbing, Inc. and Prevailing Wage Purchase Order #2024-10 to Paramount Utility & Excavating Services (prices provided through the McHenry County Municipal Partnering Initiative's (McMPI) for emergency contractual assistance from bid opening held on October 4, 2023) for Emergency Water & Sewer Repairs on an as-needed basis as the Village's two (2) on-call emergency contractors
 - f. Motion to authorize the Village Attorney and Sher Edling, LLP to opt the Village out of the pending class actions relating to PFOS; PFOA and PFAS pollutants
- 9. COMMITTEE/DEPARTMENT REPORTS:
 - a. Community Development
 - b. Administration/Police
 - c. Public Works/Engineering
 - d. Village Clerk
- 10. PRESIDENT'S COMMENTS
- 11. TRUSTEE COMMENTS
- 12. CLOSED SESSION: Litigation (5 ILCS 120/2(c)(11)), Personnel (5 ILCS 120/2(c)(1)), Acquisition of Property (5 ILCS 120/2(c)(5)), Real Estate: Setting Price for Sale/Lease of Municipal Property (5 ILCS 120/2(c)(6)), Approval/Semi-Annual Review of closed minutes (5 ILCS 120/2(c)(21))
- 13. ACTION RESULTING FROM CLOSED SESSION
- 14. ADJOURNMENT

POSTED: November 10, 2023



Presented: November 10, 2023

Effective: December 1, 2023 - December 1, 2024



Insurance | Risk Management | Consulting





Agenda

- Market Update
- Marketing Review
- Losses
- Exposures
- Workers Compensation
- Premium Summary
- Program Structure
- Resources



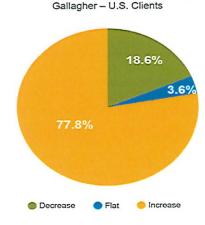
Overview

- Companies faced a challenging insurance market overall from 2019 through 2022. Our clients faced years of substantial rate increases, capacity issues and difficulties obtaining coverage.
- At the same time, carriers faced a number of escalating challenges that drove up claim costs, including social inflation the trend of rising insurance costs as a result of increased litigation, plaintiff-friendly judgments and "nuclear" jury awards as well as increased storm activity and pandemic-related losses.
- Inflation, if it continues unabated, will continue to push up loss costs and ultimately will have to be passed through premium increases. Social inflation shows no signs of slowing.
- Two distinct markets are emerging as we progress through 2023. On the property side, many buyers are experiencing their most challenging market in at least two decades, but within the casualty and liability classes, they are seeing less challenging conditions.



Property

- The hard property market will continue for some time, with inflation, valuation adjustments and rising loss costs as other key drivers.
- Non-modeled weather events are becoming more severe and frequent which is adding uncertainty in pricing in the property market. Last year was another record-breaking year for weather-driven losses.
- The hard reinsurance market remains a key factor driving capacity constraints within property insurance

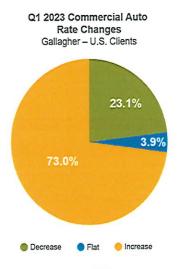


Q1 2023 Property Rate Changes

13.9% median rate change in Q1 2023*

Auto Liability

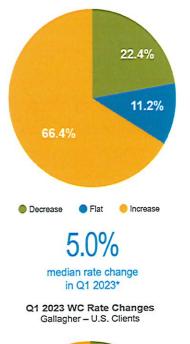
- Auto liability rates have yet to stabilize, and there is no sign this will reverse anytime soon, as an increase in jury awards, general inflation and the activities of third-party litigation funders (TPLFs) continue to drive pricing upward.
- Supply chain disruptions and labor shortages have eased, but the cost of repairs remains much higher than in the pre-pandemic era.

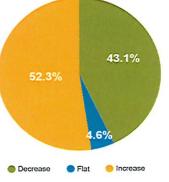


7.5% median rate change in Q1 2023*

Gallagher CORE 360°

Q1 2023 GL Rate Changes Gallagher – U.S. Clients





1.1% median rate change in Q1 2023*

General Liability

- We continue to see moderate rate increases across casualty lines
- Social inflation and nuclear verdicts continue to impact the casualty market, driving rate increases. We can expect this to continue for a number of years.
- Expect to see third-party litigation continue to drive up claim costs and prices in the coming years. With the rise in inflation, General Liability claim costs will likely increase as well.

Workers Compensation

- Rates have been low for Workers' Compensation coverage for several years in a row.
 Favorable loss development in prior years continues to positively impact most carriers.
- There's been a lot of competition and rate reductions over the last several years.
- The more challenging economic environment could also impact the frequency of claims within Workers' Compensation, as we have seen an uptick in claims during other economic downturns, in particular during times of rising staff redundancies.
- Nevertheless, WC remains an attractive class of business for carriers due to its relative stability and predictability, and there is a lot of healthy competition for the business.

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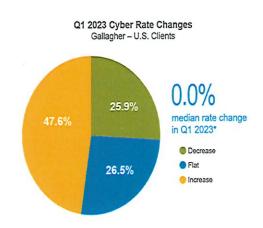


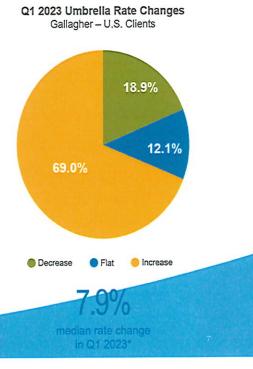
Cyber Liability

- Last year was a stark reminder that hackers are pivoting—and succeeding in deploying new attack strategies.
- The hard market trend that began in 2020 continued to intensify throughout 2021 and into 2022 as the risks in specific industry sectors became subject to greater underwriting scrutiny and increased premiums.
- Growing geopolitical tensions have increased cyber risk for organizations worldwide.
- We have seen an uptick in ransomware activity during the first quarter of 2023.
- From a severity perspective, the average cost of a data breach continues to rise year over year



- Umbrella/Excess has been a challenging market for the last few years.
- Increase in plaintiff activity, litigation funding, and large settlements remain as concerns for carriers.
- We expect rate increases to continue to moderate some in 2024.







Overview

Thank you for the opportunity to present this Strategic Review. The purpose of the report and this meeting is to set the stage for your upcoming renewal. The intent of our **CORE**360® approach is to help you optimize your total cost of risk, thereby improving your profitability, and this discussion is critical to this evaluation.

The report summarizes the key accomplishments from your last renewal (current program) and it examines the current marketplace, our past results and any changes to your organization or risk appetite. It also challenges our past work and suggests future improvements.

We highlight each **CORE**360 cost driver, beginning with Insurance Premiums and ending with Contractual Liability. This will not only organize the document, but also ensure we are deliberate in driving value to each of your six cost drivers which represent your total cost of risk.

This is an interactive process and we look forward to your strategic input to ensure a successful renewal. The results of this strategy will then be summarized in the Executive Summary, which will accompany your renewal proposal. We know that you have a choice and we appreciate your business.

Based on our past risk strategies (Stewardship Scorecard) and results, the current State of the Market and any changes of risk or risk appetite, the overriding goal of this meeting is to answer the following questions:

- What is our go-to-market strategy by line of coverage?
- Do we approach additional markets, and if so, which ones?
- What are our renewal expectations or goals by cost driver?
- What additional tools or resources do we need to implement?







Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
D. I.	Charter Oak Fire Insurance Company (A++ XV)	Recommended Quote	Admitted
Package	Travelers Property Casualty Co of America (A++ XV)	Recommended Quote	Admitted
Employment Practices Liability	Charter Oak Fire Insurance Company (A++ XV)	Recommended Quote	Admitted
Public Officials Liability	Charter Oak Fire Insurance Company (A++ XV)	Recommended Quote	Admitted
Law Enforcement Liability	Charter Oak Fire Insurance Company (A++ XV)	Recommended Quote	Admitted
Business Auto	Charter Oak Fire Insurance Company (A++ XV)	Recommended Quote	Admitted
Excess Liability	Travelers Property Casualty Co of America (A++ XV)	Recommended Quote	Admitted
Equipment Breakdown	The Hartford Steam Boiler Inspection and Insurance Company (A++ X)	Recommended Quote	Admitted
Cyber Liability	CFC Underwriting Ltd	Recommended Quote	Non- Admitted
Workers Compensation	Illinois Public Risk Fund	Recommended Quote	Admitted

Losses



Package

POLICY TERM	CARRIER NAME	PREMIUM	TOTAL INCURRED	LOSS RATIO
12/01/2016 to 12/01/2017	BRIT	\$52,887	\$104,123	196.88%
12/01/2017 to 12/01/2018	Trident	\$38,883	\$197,907	508.98%
12/01/2018 to 12/01/2019	Trident	\$43,154	\$0	0.00%
12/01/2019 to 12/01/2020	Trident	\$76,377	\$0	0.00%
12/01/2020 to 12/01/2021	Trident	\$80,907	\$27,952	34.55%
12/01/2021 to 12/01/2022	Trident	\$87,900	\$0	0.00%
TOTALS:		\$380,108	\$329,982	86.81%

Workers Compensation

POLICY TERM	CARRIER NAME	PREMIUM	TOTAL INCURRED	LOSS RATIO
1/1/2017 to 12/31/2017	IPRF	\$25,921	\$964	
1/1/2018 to 12/31/2018	IPRF	\$29,208	\$440,685	1508.78%
1/1/2019 to 12/31/2019	IPRF	\$34,961	\$0	0.00%
1/1/2020 to 12/31/2020	IPRF	\$36,986	\$0	0.00%
1/1/2021 to 12/31/2021	IPRF	\$36,439	\$5,142	14.11%
TOTALS:		\$163,515	\$441,649	270.10%





Exposure	22-23	23-24	% Change
Building & BPP Limits	\$14,544,284	\$16,515,992	14%
Gross Revenue	\$3,689,001	\$3,052,764	-17%
Vehicle Count	21	22	5%
WC Payrolls	\$1,176,709	\$1,244,997	6%



Workers Compensation Breakdown 2023-2024

		-2		

Code	Description	Pay	roll	Ra	te	Pre	mium
5506	Street Maintenance	\$	136,915	\$	10.940	\$	14,979
7520	Waterworks	\$	53,263	\$	3.626	\$	1,931
7580	Sewage Disposal	\$	83,223	\$	4.324	\$	3,599
7720	Policemen	\$	675,167	\$	2.542	\$	17,163
8810	Clerical	\$	145,402	\$	0.137	\$	199
9102	Parks NOC	\$	82,739	\$	4.199	\$	3,474
i i	Total	\$	1,176,709			\$	41,345

3% Admin Fee \$ 1,240

		-	
Total		\$	42,585

2024-2025

77 10 177	To be				% Change							% Change
Code		Description	Pay	roll	(Payroll)		Rat	te	% Change (Rate)	Pre	mium	(Premium)
	5506	Street Maintenance	\$	144,550	E	5%	\$	10.642	-3%	\$	15,383	3%
	7520	Waterworks	\$	56,030	5	%	\$	3.369	-7%	\$	1,888	-2%
	7580	Sewage Disposal	\$	87,198	5	%	\$	4.287	-1%	\$	3,738	4%
	7720	Policemen	\$	684,082	1	.%	\$	2.578	1%	\$	17,636	3%
	8810	Clerical	\$	185,923	28	3%	\$	0.140	2%	\$	260	31%
	9102	Parks NOC	\$	87,214	5	%	\$	4.198	0%	\$	3,661	5%
		Total	\$	1,244,997	6	%				\$	42,566	3%

3% Admin Fee \$ 1,277

Total \$ 43,843 3%

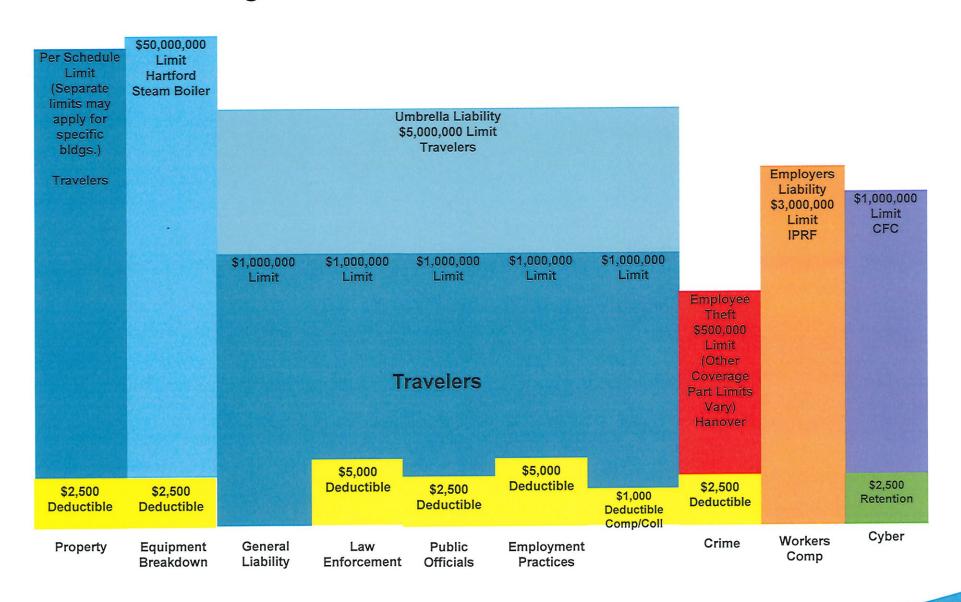


Premium Summary – As Expiring

	22-2	23	23-2	24	\$ C	nange	% Change
Property	\$	15,274	\$	16,507	\$	1,233	8%
IM	\$	1,465	\$	1,798	\$	333	23%
GL	\$	4,059	\$	7,165	\$	3,106	77%
EBL	\$	173	\$	192	\$	19	11%
Law	\$	13,492	\$	11,962	\$	(1,530)	-11%
Public Officials	\$	2,518	\$	3,037	\$	519	21%
EPL	\$	2,941	\$	3,500	\$	559	19%
Auto	\$	10,990	\$	12,596	\$	1,606	15%
Umbrella	\$	11,458	\$	12,556	\$	1,098	10%
Equip Break	\$	1,687	\$	1,982	\$	295	17%
Cyber	\$	3,740	\$	2,839	\$	(901)	-24%
Crime	\$	821	\$	821	\$	-	0%
WC	\$	42,585	\$	43,843	\$	1,258	3%
Fee	\$	14,000	\$	14,420	\$	420	3%
TOTAL	\$	125,203	\$	133,218	\$	8,015	6%



2022-2023 Program Structure





Loss Control

- Continuing to utilize loss control services, online training, webinars, etc.
 - Gallagher STEP loss control platform
 - IPRF Workers Compensation Training

Tool Box













- SmartMarket
- Salesforce Chatter
- Gallagher Insight

Market Submission Tools:

- Loss Control Marketing Reports
- Loss Runs | Loss Summary

Property Analytics:

- Probabilistic CAT Modeling (RPS) +
- Deterministic CAT Analytics (EigenPrism)
- Property Appraisals/ Valuation (GB) +

Casualty Analytics:

- Reserve Analysis
- X-Mod Calculation
- Umbrella Limit Benchmarking by Industry (Advisen)
- Loss Stratification (with Loss Summary)

Alternative Risk Financing:

Insurance Pools

Gallagher Policy Checklists:

 Gallagher Policy Analysis (GPA) for P&C

Client Advantage | Umbrella/Excess:

· Umbrella Advantage

Client Advantage | Specialty Lines:

- · MLP Direct Advantage
- Builders Risk
- Cyber Advantage
- Equipment Breakdown
- Gallagher Crisis Protect

Enterprise Risk Management:

 CORE360 RISKMAP & Strategic Risk Assessment

Policies not purchased, such as:

- Cyber/Privacy Liability
- · Environmental Liability
- · Professional Liability
- Terrorism
- Drone

Loss Prevention:

- eRiskHub for Cyber
- CORE360 Loss Control Portal (GB)
- Property Loss Control
- Safety
- Employee Training
- · Supporting Tools

Claims:

Claims Advocacy

- Contract Review
- Certificate Issuance

Gallagher STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- Register for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- Save valuable time by assigning employee training and monitoring their latest progress and completion.
- Simplify the process of training to stay in compliance and avoid costly penalties.
- Onboard and train an unlimited number of users while enhancing your overall risk control program.
- Customize your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit ajg.com/us/gallagher-step/ to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- · Slip, Trip and Fall Training
- · Electrical Safety Training
- · Back Safety Training
- · Bloodborne Pathogens
- · Safe Lifting Practices
- · Defensive Driving Basics
- Fire Prevention Basics
- · Personal Protective Equipment
- GHS Hazard Communication















Gallagher CORE360* is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

Gallagher Crisis Protect

A comprehensive crisis management solution



Recent events highlight the dynamic and wide-ranging security crises that businesses face, such as civil commotion, active assailant, workplace violence/assault and large-scale emergency evacuations. These crises can causeserious disruption, financial loss, adverse publicity and potential legal liability that can impact your business and profits. As a response, we have developed **Gallagher Crisis Protect**.

What is our solution?

Gallagher Crisis Protect is a comprehensive crisis management solution that combines indemnities for first party, third party and response, with pre- and post-incident risk management services for a wide range of security events.

What does it cover?

Assault	Blackmail	Civil Commotion	Cyber Extortion
Deprivation	Detention	Disappearance	Emergency Repatriation
Employee Dishonesty	Extortion	Hijack	Hostage Crisis
Kidnap	Product Tamper	Radicalization	Sabotage
Stalking	Terrorism	Threat	Vicious Attack

A solution for businesses of all sizes

Crisis incidents can happen to businesses of every scope and size, which is why Gallagher Crisis Protect is available in two ways:

Gallagher Crisis Protect Mini

Online via AJG Cyber, fixed annual premium of \$2k

- Fixed annual premium of \$2,000
- For clients with revenues less than \$250m.
- The following client types will be referred:
 - Public Sector
- Education
- Religious
- Fixed indemnities:
 - 1st party \$1m (up to 5 locations)
 - 3rd party \$100k
- Crisis consultant costs up to \$1m

Gallagher Crisis Protect

Custom underwriting

- · For any client
- Flexible indemnity limits up to:
- 1st party \$25m
- 3rd party (15% of 1st party limit)
- Crisis consultant costs
- Unlimited for detention, disappearance, extortion, hijack, hostage crisis and kidnap
- \$Im for assault, blackmail, civil commotion, deprivation, emergencyrepatriation, employee dishonesty, radicalization, sabotage, stalking, terrorism, threat and vicious attack
- Pre-incident funds available up to 5% of premium



Thank You for Your Business!

Thank you for your partnership. Carol and I enjoy working as partners with your risk management team. We look forward to working with you in 2024 and years to come!

Legal Disclaimer

Gallagher provides insurance and risk management advice that is tailored to our clients' risk transfer needs. Our review can include evaluation of insurance premium, risk transfer options, finance agreements, insurance limits, indemnification obligations, and contracts to ascertain appropriate coverage. We do emphasize that any risk management advice, insurance analysis, and limited review of contract terms and conditions, is only provided from an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice and always recommend that our clients seek advice from legal counsel to become fully apprised of all legal implications from their business transactions.

ORDINANCE NO. 2023-

An Ordinance Amending Chapter 34, Building Regulations, Sections 34.00(a) Code Adopted and 34.01 Amendments of the Richmond Municipal Code

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

SECTION 1: Section 34.00(a) Code Adopted of the Richmond Municipal Code shall be amended to read as follows:

- **34.00 CODE ADOPTED**. The Building Regulations. The following Codes shall apply to all construction within the Village of Richmond:
- (a) The following list of codes are hereby adopted as part of the Building Code of the Village of Richmond, for the control of buildings and structures as therein provided in each code. Each and all of the regulations, provisions, penalties, conditions and terms contained in each code described below are hereby referred to, adopted and made a part hereof as if fully set forth in this ordinance.
 - 1. 201521 International Building Code
 - 2. 201521 International Residential Code
 - 3. 201521 International Mechanical Code
 - 4. 201521 International Fuel Gas Code
 - 5. 201521 International Fire Code
 - 6. 201521 International Existing Building Code
 - 7. 201521 International Pool and Spa Code
 - 201420 National Electric Code with exceptions noted in Chapter 35, Village of Richmond Municipal Code
 - 9. 201521 International Property Maintenance Code
 - 10. 2021 International Energy Conservation Code, with Illinois Amendments
 - 11. 2021 NFPA 101 Life Safety Code
 - 12. Illinois State Plumbing Code, Current Edition
 - 13. Illinois State Environmental Barriers Act/Illinois Accessibility Code

All applications for building permits for multifamily commercial and industrial buildings shall include plans certified by a State of Illinois licensed architect or structural engineer.

SECTION 2: Section 34.01 Amendments of the Richmond Municipal Code shall be added to read as follows:

- **34.01 AMENDMENTS.** The following sections of the "International Building Code, 201521 Edition" are hereby revised as follows:
 - (a) Section A 101.1 Title. Insert: "Village of Richmond, McHenry County, Illinois"
 - (b) Section A 101.4.3 Plumbing. Delete "... International Plumbing..." and insert "... Illinois State Plumbing Code, current edition..."
 - (c) Section A 105.2 Work Exempt from a permit. Building: Delete: Items 1, 2 & 12

(d) Accessibility-Chapter 11. Delete Chapter 11 and any reference to accessibility within the International Building Code. All accessibility references shall be deferred to the Illinois Accessibility Code (current version).

The following sections of the "International Residential Code, 201521 Edition" are hereby revised as follows:

- (a) R101.1 Title. Insert: "Village of Richmond, McHenry County, Illinois"
- (b) R105.2 Work exempt from a permit. Building: Delete: Items 1, 2, 9, 10
- (c) Insert: Table R301.2(1) is hereby amended to read as follows:

a. Ground snow load:	30 pounds per square foot
b. Wind speed:	<u>90 mph</u>
c. Seismic design category:	Design category B
d. Weathering:	Severe
e. Frost line depth:	42 inches below grade
<u>f. Termite:</u>	Moderate to heavy
g. Decay:	Slight to moderate
h. Winter design temperature:	<u>0° F</u>
i. Ice shield underlayment required:	Yes
j. Flood hazards:	Confirm with Engineering Dept.
k. Air freezing index:	2000
1. Mean annual temperature:	<u>50° F</u>

(a)(d) Section R313 (Sprinklers) is deleted in its entirety.

(b)(e) Chapters 11 through 43 are deleted in their entirety.

SECTION 3: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect January 1, 2024.

AYE:			
NAV.			

ABSENT:

ABSTAIN:	APPROVED:
(SEAL) ATTEST:	Toni Wardanian, Village President
Karla L. Thomas, Village Clerk	
Passed: Approved: Published:	

ORDINANCE NO. 2023-

An Ordinance Amending Chapter 35, Electric Code, Section 35.03 National Electric Code Adopted of the Richmond Municipal Code

BE IT ORDAINED by the President and Board of Trustees of the Village of Richmond, McHenry County, Illinois, as follows:

<u>SECTION 1</u>: Chapter 35, Section 35.03 National Electrical Code Adopted of the Richmond Municipal Code shall be amended to read as follows:

- 35.03 NATIONAL ELECTRICAL CODE ADOPTED. The rules and regulations of the National Electrical Code, 2014-20 edition, are hereby adopted by reference and are declared to be the minimum requirements for the installation, alteration and use of electrical equipment in the Village of Richmond. One copy of the National Electrical Code shall be kept on file in the Village Hall, and available for public use, inspection and examination. The following modifications to the National Electrical Code shall be made:
 - a. Wiring methods in Article 334 (nonmetallic-sheathed cable) shall not be used, except temporary lighting and power during construction.
 - b. Aluminum Conductors shall not be used in residential construction.
 - c. All service feeders for systems greater than 1,000 amperes shall be encased in 5" of concrete.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

<u>SECTION 3</u>: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect January 1, 2024.

AYE: NAY: ABSENT: ABSTAIN:	
	APPROVED:
(SEAL) ATTEST: Karla L. Thomas, Village Clerk	Toni Wardanian, Village President
Passed: Approved: Published:	



Village of Richmond

5600 Hunter Drive • Richmond, Illinois 60071 Phone (815)678-4040 • Fax (815)678-2403 www.Richmond-IL.com

DATE:

November 16, 2023 Village Board Meeting

TO:

Village President and Village Trustees

FROM:

Jon Schmitt, Director of Public Works

RE:

2024 Case 580SN Loader/Backhoe Purchase

ATTACHMENTS: Purchase Order #PW 2024-08 McCann Industries

Staff requests the Village Board to approve the attached purchase order for a 2024 Case Loader/Backhoe in amount not to exceed \$133,821.00 from McCann Industries Inc. of Wauconda, Illinois 60084. The new loader/backhoe will be replacing a Case Loader/Backhoe currently in the Public Works equipment fleet. The loader/backhoe is used for a variety of tasks within the Public Works Department in the maintenance of the water distribution, sanitary sewer collection and storm sewer collection systems. The loader/backhoe is also utilized for loading road salt and snow.

Staff recommends the Village complete this purchase under the Sourcewell cooperative purchasing program which the Village of Richmond is a member of. Sourcewell is a purchasing cooperative organization which bids competitively solicited contracts on behalf of all members to provide competitive pricing and satisfies governmental bidding requirements. McCann Industries, Inc. locally represents the Sourcewell Contract for this piece of equipment.

The Fiscal Year 2023-2024 Public Works Department Streets operating budget under equipment includes \$65,000. Due to the long delivery lead times, the purchase is anticipated to be completed in Fiscal Year 2024-2025. The balance of the purchase amount (\$68,821.00) will be included in Fiscal Year 2024-2025 Public Works Department Budget.

VILLAGE OF RICHMOND PURCHASE ORDER NO. 2024-08

Supplies and Materials Only

Date:

November 16, 2023

Project:

Loader/Backhoe Replacement Purchase

To:

McCann Industries, Inc. 1360 N. Rand Road Wauconda, IL 60084

Contact: Dennis Tovar

Deliver to:

Public Works Garage

10810 Main St

Richmond IL 60071

Village Tax Exemption Number:

E 99950855

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
ı	New 2024 Case 580SN Loader/Backhoe minus 37% Sourcewell Contract Discount (\$75,871.00)	\$129,184.00	\$129,184.00
1	Factory Freight, Local Delivery, Dealer Setup	\$4,120.00	\$4,120,00
1	Strobe Lights, 18" digging bucket, 82" quick attach loader bucket, 48" quick attach forks	\$14,517.00	\$14,517,00
1	Less trade of 2001 Case 580M	Minus \$14,000.00	Minus \$14,000
	NOT TO EXCEED TOTAL PRICE:		\$133,821.00

NOTES:

1) Per McCann Industries, Inc. Sourcewell Contract #032119 attached

Authorized by

TERMS AND CONDITIONS

- 1. Acceptance of Purchase Order. The Purchase Order is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Order is expressly limited to the terms hereof, and in the event that Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Order shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Order may be accepted by the delivery of any supplies and materials herein ordered, and, in any event, shall be deemed accepted in its entirety by Vendor unless Village is notified to the contrary within ten (10) days from its date of issue. This Purchase Order contains the entire agreement between the parties. Any modification or recession thereof must be in writing and signed by the Village. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Order.
- 2. Inspection and Acceptance. The Village shall have the right at all reasonable times to inspect and test all supplies and materials furnished by Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all supplies and materials furnished thereunder are subject to final inspection and acceptance by Village at its job site. If, after inspection, Village rejects any supplies and materials furnish by Vendor hereunder, the Village may, at its election, return those supplies and materials to Vendor at Vendor's expense, including the cost of any inspection and testing thereof. If Vendor fails to proceed promptly with the correction or replacement of any rejected supplies and materials, the Village may replace or correct such items or terminate this Purchase Order for default. By inspecting and not rejecting any supplies and materials furnished thereunder, the Village shall not be precluded thereby from subsequently revoking its acceptance thereof if the supplies and materials are later discovered to be nonconforming with this Purchase Order or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Village.
- 3. Vendor Warranty. Vendor warrants, in addition to all warranties which are imposed or implied by law or equity, that all materials furnished thereunder (i) shall conform to any specifications and drawings applicable to this Purchase Order, (ii) shall be merchantable and of good quality and workmanship, (iii) shall be fit for the purpose intended as well as the purpose for which such supplies and materials are generally used, and (iv) shall be free from defects for a period of one (1) year or such longer period as is specified in other contract documents, from the date any such supplies and materials hereunder are accepted in writing by Village. Vendor expressly agrees that the statue of limitations with respect to Vendor's warranties shall begin to run on the date of acceptance by Village. Vendor further indemnifies and holds the Village harmless from all claims, liens, fees and charges and payment of any obligations arising thereunder.

- 4. <u>Village's Remedies</u>. Vendor shall, for the duration of its warranties herein, at the discretion of Village and at the expense of Vendor, replace, repair and insure any and all faulty or imperfect supplies and materials furnished by Vendor hereunder. In the event Vendor fails to do so, Village may furnish or perform the same and recover materials from Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from and any increased cost or expense to Village in its performance under contracts with others, plus 15% of all such costs or expenses for overhead. The foregoing remedies shall be available in addition to all other remedies available to Village in equity or at law including the Illinois Commercial Code.
- 5. Taxes. The supplies and materials being ordered hereunder are tax exempt.
- 6. <u>Arbitration</u>. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Village, at 5600 Hunter Drive, Richmond, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend its self in any arbitration proceeding.
- 7. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.
- 8. Controlling Law, Severability. The validly of this Purchase Order or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. If any provision or requirement of this Purchase Order is declared or found to be unenforceable the balance of this Purchase Order shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

VENDOR:	
Ву:	Date;

Z:\R\RichmondVillagcof\PurchaseOrderMaterials.doc

Mr. Schmitt,

We appreciate the opportunity to provide this proposal for (1) New 2024 Case 580SN Loader backhoe. This SN model provides all the options required for your operations. The specific options are noted below.

This quote reflects the Sourcewell Discount of 37% off of the Case Factory List Pricing.

Sourcewell Contract 032119 Valid until 05/13/2024. This proposal is good if a P.O. is received prior to any price increases.

Please let me know of any questions changes, additions or deletions.

Respectfully,
Dennis Tovar – Territory Manager / Heavy Equipment Group

<u>OPTIONS</u>
Power-Shift Trans - \$4,747
2 Door Cab - \$12,896
Premium Airw-Heat - \$953
LED Light Pkg - \$969
Front Fenders - \$472

<u>Descriptions</u>	MFG List Price
580SN 4WD T4 FINAL.	163,651
Government Pkg. Discount	(5,000)
4WD Power Shuttle Transmission - NC	
Front Tires - 12x16.5, 10PR lug tread - NC	
Rear Tires - 19.5LX24, 10PR STD - NC	**************************************
Backhoe Aux. Hydraulics – Extendahoe – Hyd. Bucket Coupler Pkg.	14,404
Heavy Front CWT, Extendahoe	
Pilot Controls w-Power Lift	3,719
30" Universal Bucket	3,028
Flip Over/Stabilizer Pads Comb	917
HYD. THUMB OPTION	4,398
No Loader Bucket, Pins Only – see below - NC	
Hyd. Coupler Loader Pkg. w-Ride Control, Comfort Steer, & 3 rd Spoo!	7,909
Cab, LH Door w/Heater/AC	10,196
Mech Susp, Cloth, w/ armrests	26
Standard Halogen Lights - NC	
No Front Fenders - NC	
Severe Cold Weather Pkg.	1,229
English for North America - NC	
Move to BIC for 4-Corner LED Strobe Pkg. *	
	\$205,055

- \$205,055.00 Total Factory List Price all items as listed in the right column.
- (75,871.00) Less 37% Sourcewell Discount Sourcewell Contract #032119 / Valid until 05/13/2024
- \$129,184.00 Sub-Total
- + 1,650.00 Factory Freight
- + 1,870.00 Dealer Set-Up
- + 984.00 BIC Installed LED Four Corner Strobes- Mounts inside Turn Signal Housings
- + 2,383.00 18" HD Universal Backhoe Digging Bucket
- + 4,275.00 82" Hyd. Quick Attach (1) Yard Loader Bucket w-Bolt-On Edge
- + 6,875.00 48" Q.C. Forks for Loader Coupler
- + 600.00 Local Delivery
- \$147,821.00 Sub-Total
- (14,000.00) Less Trade of (1) 2001 Case 580M
- \$133,821.00 Total Delivered Price



Village of Richmond

5600 Hunter Drive • Richmond, Illinois 60071 Phone (815)678-4040 • Fax (815)678-2403 www.Richmond-IL.com

DATE:

November 16, 2023 Village Board Meeting

TO:

Village President and Village Trustees

FROM:

Jon Schmitt, Director of Public Works

RE:

Emergency Contractual Services Assistance

ATTACHMENTS: Bid results; Purchase Orders #PW 2024-09 Concept Plumbing, Inc. and #PW 2024-10 Paramount Utility & Excavating Services

The Village of Richmond partnered with the City of Marengo and the Village of Cary on a joint bid though the McHenry County Municipal Partnering Initiative's (McMPI) for emergency contractual assistance. The Village of Cary acted as the lead agency and opened the bids on October 4, 2023, four (4) bids were received. The scope of the bid included contractor pricing for emergency water and sewer repairs. Each participating municipality submitted the average number of annual water main breaks and the potential frequency of needed emergency repair services. The bid included a list of itemized expense categories associated with emergency underground work. The bid documents allows the Village to approve two (2) emergency on-call contractors based on qualifications in case one contractor is unavailable. If a contractor is engaged for emergency services, the pricing would be per the scope of work required at that time and the itemized pricing in the contract. Staff verified references and received favorable recommendations. The purchase orders are for the first year of the contract which is from January 1, 2024 thru January 1, 2025.

Staff requests the approval of the as-needed purchase orders for Concept Plumbing, Inc. of Palatine, Illinois and Paramount Utility & Excavating Services of Crystal Lake, Illinois as the Village's two (2) on-call emergency contractors. These contractors presented, on average the lowest costs per line item and the lowest percentage increases for contract extensions, in addition to qualifying experience. Staff will follow the Emergency Purchases Policy as stated in the Village Board approved Village of Richmond Purchasing Guidelines.

VILLAGE OF RICHMOND PURCHASE ORDER NO. 2024-09 (PREVAILING WAGES APPLY)

November 16, 2023

Project: Emergency Contractual Services Assistance	Location: Village of Richmond
Owner	Contractor
Village of Richmond 5800 Hunter Drive Richmond, IL 60071 Phone: (815) 678-4040 Fax: (815) 678-2403	Concept Plumbing Inc. 544 W. Wood Street Palatine, Illinois 60067

SCOPE OF WORK: Furnish labor, equipment and materials necessary to complete the following work/items ("Work"):

Quantity	Description	Unit Price	Total
1	As needed Emergency Contractual Services Assistance		
		Not to exceed:	

NOTE: Per Bid opening on October 4, 2023 @ Village of Cary, Illinois. Bid results/information attached.

TERMS AND CONDITIONS

- 1. Acceptance of Purchase Order. The Purchase Order is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Order is expressly limited to the terms hereof, and in the event that Contractor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Order shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Order may be accepted by the commencement of any work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor unless Owner is notified to the contrary within ten (10) days from its date of issue. This Purchase Order contains the entire agreement between the parties. Any modification or recession thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Order.
- 2. <u>Familiarity with Site Conditions</u>; Qualifications. Contractor acknowledges that it has examined the site of the proposed conditions surrounding the proposed Work and is aware of, and satisfied with, the requirements of this Purchase Order. Contractor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such Work. Contractor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor, its agents or employees.
- 3. Extra's and Change Orders. No claim by Contractor that any instructions, by drawing or otherwise, constitute a change in Contractor's performance hereunder, for which Contractor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance. Contractor shall have received a written supplement to this Purchase Order authorizing such performance signed on behalf of Owner by a person having actual authority to do so. No claim for additional compensation on the basis that Contractor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided however, that if the Contractor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or work (hereinafter sometimes referred to "work") ordered herein, by the omission neglect or default of Owner, its agents or employees, Contractor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

- 4. <u>Inspection and Acceptance</u>. Owner shall have the right at all reasonable times to inspect and test all goods, materials or work furnished by Contractor and all work performed or furnished by Contractor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and work furnished there under are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor there under, Owner may, at its election, return those goods to Contractor at Contractor's expense, including the cost of any inspection and testing thereof. If Contractor fails to proceed promptly with the correction or replacement of any rejected goods or work, Owner may replace or correct such items or work by purchase or manufacture and charge the cost incurred thereby to Contractor or terminate this Purchase Order for default in accordance with paragraph 7 herein. By inspecting and not rejecting any goods and work furnished there under, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or work are later discovered to be nonconforming with this Purchase Order or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.
- 5. <u>Taxes, Delivery, Risk of Loss</u>. Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished there under are equipment, Contractor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor, it being understood that the risk of loss with respect to such goods is with Contractor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This Project is tax exempt. The Owner's tax-exempt number is: E 99950855.

6. Payment.

A. Prior to issuance of any payments by the Owner to the Contractor, the Contractor shall furnish to the Owner (in a form suitable to the Owner) an invoice for payment then due, together with receipts, waivers of claim and other evidence showing the Contractor's payments for materials, labor and other expense incurred in the Contractor's Work hereunder.

B. Owner may withhold the whole or any part of any payment due to the Contractor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of the Contractor to make payments promptly for material or labor, or (d) Contractor's failure to furnish Owner with all written warranties and operational manuals for the Work.

C. Contractor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor under this Purchase Order for all amounts owing from the Contractor to (a) the Owner for back-charges or services furnished for the account of the Contractor, (b) the Owner for damages sustained whether through negligence of the Contractor or through failure of the Contractor to act as may be otherwise detailed herein, (c) material men, (d) subcontractors, (e) laborers, and (f) others for services and materials furnished to the Contractor for the Work performed under this Purchase Order, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the order hereinbefore set forth.

D. Owner, without invalidating this Purchase Order, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Purchase Order, if any, or (b) by agreement in writing between the Owner and the Contractor as to the value of the time and materials for the changes in the Work. In any event, the Contractor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with youchers referring to the same.

E. Notwithstanding the payment in full for the Work hereunder, the Contractor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

- 7. Contractor Warranty. Contractor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and work furnished there under (i) shall conform to any specifications and drawings applicable to this Purchase Order, (ii) shall be merchantable and of good quality and workmanship, (iii) shall be fit for the purpose intended as well as the purpose for which such goods, materials or work are generally used, and (iv) shall be free from defects for a period of one (1) year, or such longer period as is specified in the contract documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor expressly agrees that the statue of limitations with respect to Contractor's warranties shall begin to run on the date of acceptance by Owner. Contractor further indemnifies and holds the Owner harmless from all claims, liens, fees and charges and payment of any obligations arising thereunder.
- 8. <u>Insurance</u>. Contractor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor operations under this Purchase Order. Liability insurance limits shall be in an amount sufficient to protect the Owner's interests as they may appear herein, but in no event less than \$1,000,000.00 per occurrence.
- 9. Indemnity. Contractor hereby agrees to indemnify Owner for any loss, expense, recovery or settlement, including counsel fees and costs of defense which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against Contractor or Owner as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of or occurring in connection with the furnishing of any goods, materials or work or the performance or preparation for performance of any of the work or any duties of the Contractor hereunder, or incident or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to any alleged negligence of Owner or any contractor under a contract from which the goods, materials or work in herein ordered are required, or the alleged negligence of any employee of Owner or aforesaid contractor or subcontractor, including but not limited to any claim based on liability without fault for injury caused by defective goods, materials or work supplied by Contractor. Further,
- A. Contractor acknowledges that any such items or work furnished hereunder may include in whole or in part with or without modification or improvements in equipment, machinery or items constructed by Owner, and that should such item or work prove defective

such charges claimed by Owner shall include consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and the costs of defense, which may be imposed or incurred under any federal, state or local law, ordinance or regulation upon or with respect to (i) the payment of compensation to any individual employed by Contractor, (ii) any discrimination against any individual employed by Contractor on the basis of race, color, religion, sex, national origin or physical or mental handicap, (iii) the protection of purchasers and users of consumer products, or (iv) occupational safety and health, and

- B. In any and all claims against Owner or any of its agents or employees, by any employee of Contractor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor assumes the entire liability for its own negligence and as part of this Purchase Order waives all defenses available to Contractor as an employer which limit the amount of Contractor's liability to Owner to the amount of Contractor's liability under any workers compensation, disability benefits or employee benefit acts.
- 10. Cancellation. This of delivery of this Purchase Order is of the essence and Owner may, by written notice of default to Contractor, cancel the whole or any part of this Purchase Order (i) if Contractor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof, or (ii) if Contractor fails to perform or so fails to make progress as to endanger performance there under, and in either circumstance does not cure such failure within a period of two (2) business days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor, may cancel the whole or any part of this Purchase Order when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Order is so canceled, the Contractor shall be compensated for such canceled as follows: (a) for materials delivered and services performed as the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Order and service not performed, no compensation; and (c) for Contractor's lost profits or incidental or consequential loss, no compensation.
- 11. Owner's Remedies. Contractor shall, for the duration of its warranties under paragraph 11 herein, at the discretion of Owner and at the expense of Contractor, replace, repair and insure any and all faulty or imperfect goods, materials or work furnished or performed by Contractor there under. In the event Contractor fails to do so, Owner may furnish or perform the same and recover materials from Contractor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from and any increased cost or expense to Owner in its performance under contracts with others, plus 15% of all such costs or expenses for overhead. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.
- 12. Compliance with laws. During the performance hereunder, Contractor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- 13. <u>Prevailing Wage Act Applies</u>. The Owner hereby notifies Contractor that not less than the prevailing rate of wages as found by the Owner, the Department of Labor or as determined by the court on review shall be paid to all laborers, workers, and mechanics performing work on this Project. The Contractor is responsible for checking the Illinois Department of Labor's website for rate revisions.
- 14. <u>Arbitration</u>. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at 5600 Hunter Drive, Richmond, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend its self in any arbitration proceeding.
- 15. <u>Recovery of Fees</u>. In the event of any arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.
- 16. <u>Controlling Law, Severability</u>. The validly of this Purchase Order or any of its provisions and the sufficiency of any performance there under shall be determined under the laws of Illinois. If any provision or requirement of this Purchase Order is declared or found to be unenforceable that balance of this Purchase Order shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

ACCEPTANCE OF PURCHASE ORDER

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

CONTRACTOR:	OWNER:
Ву:	By:
Title:	Title:
Date:	Date:

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Village of Richmond

Year 1 contract January 1, 2024-January 1, 2025

Pay Ilam	Unit	Cost Per Unit (Straight time 7am-Spm)	Regular Övertime (5pm- 7am)	Premium Overtime (Sundays & Holidays)
Foreman	Hr.	\$ 161.74	\$ 206.38	\$ 251.01
Laborur	Hr.	\$ 126.78	\$ 163.90	\$ 201.02
Operator	Hr.	\$ 158.17	\$ 201.28	\$ 244.40
Utility Truck	Hr.	S 55.00	\$ 55.00	\$ 55.00
Dump Truck Syd	Hr.	\$ 57.58	\$ 57.58	\$ 57.58
Dump Truck up to 18 wheeler	Hr.	\$ 118.62	\$ 118.62	\$ 118.62
Vac/Jet Truck	Hr.	\$ 225.00	\$ 225.00	\$ 225.00
Back Hop	Hr.	\$ 68.61	\$ 68.61	\$ 68.61
Small Excavator	Hr.	\$ 161.41	\$ 161.41	\$ 161.41
Largo Excavalor	Hr.	\$ 265.98	\$ 265,98	\$ 265.98
Air Compressor	Hr.	\$ 19.17	\$ 19.17	\$ 19.17
Two Inch Pump	Hr.	\$ 6.51	\$ 6.51	\$ 6.51
Three Inch Pump	Hr.	\$ 10.63	\$ 10.63	\$ 10.63
FourInch Pump	Hr.	\$ 16.52	\$ 16.52	\$ 16.52
Six inch Pump	Hr.	\$ 28.65	\$ 28.65	\$ 28.65
Dirt	Load	\$ 300.00	\$ 300,00	\$ 300,00
Spollage Removal	Load	\$ 425.00	\$ 425.00	\$ 425.00
Exploratory Excevation-Asphalt Pavement	Cubic Yard	\$ 80.00	\$ 84.00	\$ 88.00
Explorato ry Excavation Concrete Pavement	Cubic Yard	\$ 80.00	\$ 84.00	\$ 88.00
Lawn Restoration	SYD	\$ 25.00	\$ 27.00	\$ 30.00
Jack Hammer / Hydraulic Breaker	Day	S 170.00	\$ 170.00	\$ 170.00
6 X 6 Trench Box	Day	\$ 108.00	\$ 108.00	\$ 108.00
10 X 20 Trench Box	Day	\$ 171.30	\$ 171.30	\$ 171.30
3/ 4" Clean Stone	Yon	\$ 33.00	\$ 33.00	\$ 33.00
3/4" Dense Graded Aggregate (DGA)	Ton	\$ 30.00		\$ 30.00
Bank Run	Ton	\$ 22.00	\$ 22.00	\$ 22.00
Sand	Ton	\$ 22.00	\$ 22.00	\$ 22.00
Hot Mix Asphalt Stabilized Base Mix 1-2	Ton	\$ 135,00	\$ 135.00	\$ 135.00
Cold Patch (2" Compacted Thickness)	Sq.Yd,	\$ 55,00	\$ 55.00	\$ 55.00
Concrete (3000 PSI)	Cubic Yard	\$ 215.00	\$ 215.00	\$ 215.00
Single Axet Dump Truck4 Oriver	Hourly	N/A	N/A	N/A
Tandom Axel Dump Truck+ Driver	Hourly	\$ 157,94		\$ 225,05
Sem i Dump Truck+ Driver	Hourly	\$ 176,45	and the second s	\$ 243.56
International Tractor Truck w/Lowboy + Driver	Hourly	s 222.91	\$ 256.09	\$ 289.28
4	·			

List any Exceptions or additional costs to this RFP for Richmond:			
permits, and bond costs excluded. "Sub title D" dumping excluded, clean surplus removal only. Soil testing to be completed			
by others. Medium to large scale traffic control not included. Mobilization & Demobilization will be paid on a per job occurrence.			
Percentage mark-up to provide parts as needed 15%			
List any optional increase for year 2 extension (January 1, 2025-January 1, 2026)			
Prevailing Wage & Fringe Benefit Increase X's 10%, All material cost plus 15%			
List any optional increase for year 3 extension (January 1, 2026-January 1, 2027)			
Prevailing Wage & Fringe Benefit Increase X's 10%, All material cost plus 15%			

VILLAGE OF RICHMOND PURCHASE ORDER NO. 2024-10 (PREVAILING WAGES APPLY) November 16, 2023

Project: Emergency Contractual Services Assistance	Location: Village of Richmond
Owner	Contractor
Village of Richmond 5800 Hunter Drive Richmond, IL 60071 Phone: (815) 678-4040 Fax: (815) 678-2403	Paramount Utility & Excavating Service Inc. 1716 Nish Road Crystal Lake, Illinois 60012

SCOPE OF WORK: Furnish labor, equipment and materials necessary to complete the following work/items ("Work"):

Quantity	Description	Unit Price	Total
1	As needed Emergency Contractual Services Assistance		
		Not to exceed:	

NOTE: Per Bid opening on October 4, 2023 @ Village of Cary, Illinois. Bid results/information attached.

TERMS AND CONDITIONS

- 1. Acceptance of Purchase Order. The Purchase Order is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Order is expressly limited to the terms hereof, and in the event that Contractor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Order shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Order may be accepted by the commencement of any work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor unless Owner is notified to the contrary within ten (10) days from its date of issue. This Purchase Order contains the entire agreement between the parties. Any modification or recession thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Order.
- 2. <u>Familiarity with Site Conditions</u>; <u>Qualifications</u>. Contractor acknowledges that it has examined the site of the proposed conditions surrounding the proposed Work and is aware of, and satisfied with, the requirements of this Purchase Order. Contractor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such Work. Contractor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor, its agents or employees.
- 3. Extra's and Change Orders. No claim by Contractor that any instructions, by drawing or otherwise, constitute a change in Contractor's performance hereunder, for which Contractor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance. Contractor shall have received a written supplement to this Purchase Order authorizing such performance signed on behalf of Owner by a person having actual authority to do so. No claim for additional compensation on the basis that Contractor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided however, that if the Contractor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or work (hereinafter sometimes referred to "work") ordered herein, by the omission neglect or default of Owner, its agents or employees, Contractor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

- 4. <u>Inspection and Acceptance</u>. Owner shall have the right at all reasonable times to inspect and test all goods, materials or work furnished by Contractor and all work performed or furnished by Contractor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and work furnished there under are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor there under, Owner may, at its election, return those goods to Contractor at Contractor's expense, including the cost of any inspection and testing thereof. If Contractor fails to proceed promptly with the correction or replacement of any rejected goods or work, Owner may replace or correct such items or work by purchase or manufacture and charge the cost incurred thereby to Contractor or terminate this Purchase Order for default in accordance with paragraph 7 herein. By inspecting and not rejecting any goods and work furnished there under, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or work are later discovered to be nonconforming with this Purchase Order or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.
- 5. <u>Taxes, Delivery, Risk of Loss</u>. Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished there under are equipment, Contractor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor, it being understood that the risk of loss with respect to such goods is with Contractor until such goods come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This Project is tax exempt. The Owner's tax-exempt number is: E 99950855.

6. Payment.

- A. Prior to issuance of any payments by the Owner to the Contractor, the Contractor shall furnish to the Owner (in a form suitable to the Owner) an invoice for payment then due, together with receipts, waivers of claim and other evidence showing the Contractor's payments for materials, labor and other expense incurred in the Contractor's Work hereunder.
- B. Owner may withhold the whole or any part of any payment due to the Contractor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of the Contractor to make payments promptly for material or labor, or (d) Contractor's failure to furnish Owner with all written warranties and operational manuals for the Work.
- C. Contractor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor under this Purchase Order for all amounts owing from the Contractor to (a) the Owner for back-charges or services furnished for the account of the Contractor, (b) the Owner for damages sustained whether through negligence of the Contractor or through failure of the Contractor to act as may be otherwise detailed herein, (c) material men, (d) subcontractors, (e) laborers, and (f) others for services and materials furnished to the Contractor for the Work performed under this Purchase Order, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the order hereinbefore set forth.
- D. Owner, without invalidating this Purchase Order, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Purchase Order, if any, or (b) by agreement in writing between the Owner and the Contractor as to the value of the time and materials for the changes in the Work. In any event, the Contractor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.
- E. Notwithstanding the payment in full for the Work hereunder, the Contractor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.
- 7. Contractor Warranty. Contractor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and work furnished there under (i) shall conform to any specifications and drawings applicable to this Purchase Order, (ii) shall be merchantable and of good quality and workmanship, (iii) shall be fit for the purpose intended as well as the purpose for which such goods, materials or work are generally used, and (iv) shall be free from defects for a period of one (1) year, or such longer period as is specified in the contract documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor expressly agrees that the statue of limitations with respect to Contractor's warranties shall begin to run on the date of acceptance by Owner. Contractor further indemnifies and holds the Owner harmless from all claims, liens, fees and charges and payment of any obligations arising thereunder.
- 8. <u>Insurance</u>. Contractor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor operations under this Purchase Order. Liability insurance limits shall be in an amount sufficient to protect the Owner's interests as they may appear herein, but in no event less than \$1,000,000.00 per occurrence.
- 9. <u>Indemnity</u>. Contractor hereby agrees to indemnify Owner for any loss, expense, recovery or settlement, including counsel fees and costs of defense which arise from any demand, claim (whether frivolous or not) or suit which may be asserted or brought against Contractor or Owner as a result of any injury or damage to any person or persons (including death) or property (i) allegedly caused by, resulting from, arising out of or occurring in connection with the furnishing of any goods, materials or work or the performance or preparation for performance of any of the work or any duties of the Contractor hereunder, or incident or pertaining thereto, and (ii) whether or not such injury or damage is due to or chargeable to any alleged negligence of Owner or any contractor under a contract from which the goods, materials or work in herein ordered are required, or the alleged negligence of any employee of Owner or aforesaid contractor or subcontractor, including but not limited to any claim based on liability without fault for injury caused by defective goods, materials or work supplied by Contractor. Further,
- A. Contractor acknowledges that any such items or work furnished hereunder may include in whole or in part with or without modification or improvements in equipment, machinery or items constructed by Owner, and that should such item or work prove defective

such charges claimed by Owner shall include consequential damages, penalties, taxes or assessments (including punitive damages), including counsel fees and the costs of defense, which may be imposed or incurred under any federal, state or local law, ordinance or regulation upon or with respect to (i) the payment of compensation to any individual employed by Contractor, (ii) any discrimination against any individual employed by Contractor on the basis of race, color, religion, sex, national origin or physical or mental handicap, (iii) the protection of purchasers and users of consumer products, or (iv) occupational safety and health, and

- B. In any and all claims against Owner or any of its agents or employees, by any employee of Contractor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor assumes the entire liability for its own negligence and as part of this Purchase Order waives all defenses available to Contractor as an employer which limit the amount of Contractor's liability to Owner to the amount of Contractor's liability under any workers compensation, disability benefits or employee benefit acts.
- 10. Cancellation. This of delivery of this Purchase Order is of the essence and Owner may, by written notice of default to Contractor, cancel the whole or any part of this Purchase Order (i) if Contractor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof, or (ii) if Contractor fails to perform or so fails to make progress as to endanger performance there under, and in either circumstance does not cure such failure within a period of two (2) business days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor, may cancel the whole or any part of this Purchase Order when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Order is so canceled, the Contractor shall be compensated for such canceled as follows: (a) for materials delivered and services performed as the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Order and service not performed, no compensation; and (c) for Contractor's lost profits or incidental or consequential loss, no compensation.
- 11. Owner's Remedies. Contractor shall, for the duration of its warranties under paragraph 11 herein, at the discretion of Owner and at the expense of Contractor, replace, repair and insure any and all faulty or imperfect goods, materials or work furnished or performed by Contractor there under. In the event Contractor fails to do so, Owner may furnish or perform the same and recover materials from Contractor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from and any increased cost or expense to Owner in its performance under contracts with others, plus 15% of all such costs or expenses for overhead. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.
- 12. Compliance with laws. During the performance hereunder, Contractor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- 13. <u>Prevailing Wage Act Applies</u>. The Owner hereby notifies Contractor that not less than the prevailing rate of wages as found by the Owner, the Department of Labor or as determined by the court on review shall be paid to all laborers, workers, and mechanics performing work on this Project. The Contractor is responsible for checking the Illinois Department of Labor's website for rate revisions.
- 14. <u>Arbitration</u>. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at 5600 Hunter Drive, Richmond, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend its self in any arbitration proceeding.
- 15. <u>Recovery of Fees</u>. In the event of any arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.
- 16. Controlling Law, Severability. The validly of this Purchase Order or any of its provisions and the sufficiency of any performance there under shall be determined under the laws of Illinois. If any provision or requirement of this Purchase Order is declared or found to be unenforceable that balance of this Purchase Order shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

ACCEPTANCE OF PURCHASE ORDER

The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained.

CONTRACTOR:	OWNER:
Ву:	Ву:
Title:	Title:
Date:	Date:

Z:\R\RichmondVillageof\purchaseOrderPW applies.Frm.doc

Village of Richmond

Year 1 contract January 1, 2024-January 1, 2025

Pay Item	Unit	Cost Per Unit (Straight time 7am-5pm)	Regular Overtime (5pm-7am)	Premium Overtime (Sundays & Holidays)		
Foreman	Hr. \$205.00	\$205.00	\$258.00	\$321.00		
Laborer	Hr. \$146.00	\$146.00	\$219.00	\$292.00		
Operator	Hr. \$178.00	\$178.00	\$267.00	\$356.00		
Utility Truck	Hr. \$75.00	\$75.00	\$75.00	\$75.00		
Dump Truck 5yd	Hr. \$105.00	\$105.00	\$105.00	\$105.00		
Dump Truck up to 18 wheeler	Hr. \$205.00	\$205.00	\$205.00	\$205.00		
Vac/Jet Truck	Hr. \$112.50	\$112.50	\$112.50	\$112.50		
Back Hoe	Hr. \$320.00	\$320.00	\$320.00	\$320.00		
Small Excavator	Hr. \$245.00	\$245.00	\$245.00	\$245.00		
Large Excavator	Hr. \$330.00	\$330.00	\$330.00	\$330.00		
Air Compressor	Hr. \$12.58	\$12.58	\$12.58	\$12.58		
Two Inch Pump	Hr. \$16.85	\$16.85	\$16.85	\$16.85		
Three Inch Pump	Hr. \$21.10	\$21.10	\$21.10	\$21.10		
Four Inch Pump	Hr. \$26.72	\$26.72	\$26.72	\$26.72		
Six Inch Pump	Hr. \$62.10	\$62.10	\$62.10	\$62.10		
Dirt	Load\$375.00	\$375.00	\$375.00	\$375.00		
Spoilage Removal	Load\$350.00	\$350.00	\$350.00	\$350.00		
Exploratory Excavation- Asphalt Pavement	Cubic Yard \$763.20	\$763.20	\$763.20	\$763.20		
Exploratory Excavation Concrete Pavement	Cubic Yard \$763.20	\$763.20	\$763.20	\$763.20		
Lawn Restoration	SYD \$75.00	\$75.00	\$75.00	\$75.00		
lack Hammer	Day \$287.28	\$287.28	\$287.28	\$287.28		
6 X 6 Trench Box	Day \$90.00	\$90.00	\$90.00	\$90.00		
10 X 20 Trench Box	Day \$360.00	\$360.00	\$360.00	\$360.00		
3/4" Clean Stone	Ton \$13.00	\$13.00	\$13.00	\$13.00		
3/4" Dense Graded Aggregate (DGA)	Ton \$21.50	\$21.50	\$21.50	\$21.50		
Bank Run	Ton \$14.00	\$14.00	\$14.00	\$14.00		
Sand	Ton \$11.25	\$11.25	\$11.25	\$11.25		
Hot Mix Asphalt Stabilized Base Mix 1-2	^{Ton} \$46.00	\$46.00	\$46.00	\$46.00		
Cold Patch (2" Compacted Thickness)	\$q. Yd. \$120.00	\$120.00	\$120.00	\$120.00		
Concrete (3000 PSI)	Cubic Yard \$212.50	\$212.50	\$212.50	\$212.50		
Single Axel Dump Truck + Driver	Hourly \$180.00	\$180.00	\$180.00	\$180.00		
Tandem Axel Dump Truck + Driver	Hourly \$205.00	\$205.00	\$205.00	\$205.00		
Semi Dump Truck + Driver	Hourly \$205.00	\$205.00	\$205.00	\$205.00		

List any Exceptions or additional costs to this RFP for Richmond:	
none	
Percentage mark-up to provide parts as needed 18%	
List any optional increase for year 2 extension (January 1, 2025-January 1, 2026)	
List any antional increase for year 2 outantion /January 1, 2026 January 1, 2027)	
List any optional increase for year 3 extension (January 1, 2026-January 1, 2027)	
none	

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MCMPI Joint Bid – Emergency Contractual Assistance

Bid Opening 10/4/2023

Bids As Read

VILLAGE OF CARY

				PARAMOUN		G	ANZIA	NO SEWER	& WATER		COI	NCEPT PLUMBII	A STATE OF THE STA		LAKE JULIAN CONTRACTING, INC. Cost Per Unit					
Pay Item	Unit	Straight	Time 1	Cost Per Unit Regular Overtime	Premium Overtime	Straight Time	Reg	Cost Per Unit	Premium Overtime	Str	aight Time	Cost Per Unit Regular Overtime	Premium Over (Sundays 8	Service Control	Straight Time	Regular Overtime	Premium Overtime			
Pay item	OIIIC	(7am - !	5pm)	(5pm - 7am)	(Sundays & Holidays)	(7am - 5pm)	(5	pm - 7am)	(Sundays & Holidays)	(7:	am - 5pm)	(5pm - 7am)	Holidays)		(7am - 5pm)	(5pm - 7am)	(Sundays & Holidays)			
Foreman	Hr.	\$ 2	205.00	\$ 258.00	\$ 321.00	\$ 267.7	3 \$	337.17	\$ 406.59	5	161.74	\$ 206.38	\$ 25	51.01	\$ 200.00	\$ 300.00				
Laborer	Hr.	\$ 1	146.00	\$ 219.00	\$ 292.00	\$ 166.6	4 5	249.96	\$ 330.63	5	125.78	\$ 163.90	5 20	01.02	\$ 125.00	\$ 187.50	5 250.00			
Operator	Hr.	\$ 1	178.00	\$ 267.00	\$ 356.00	\$ 172.50	0 \$	215.63	\$ 258.75	5	158.17	\$ 201.28	5 24	14.40	5 -	\$ -	\$ -			
Utility Truck	Hr.	S	75.00	\$ 75.00	\$ 75.00	\$ 115.00	0 5	115.00	\$ 115.00	5	55.00	\$ 55.00	\$!	55.00	s -	5 -	\$ -			
Dump Truck 5yd	Hr.	5 1	105.00	\$ 105.00	\$ 105.00	\$ 75.00	0 \$	75.00	\$ 75.00	5	57.58	\$ 57.58	5	57.58	5 -	\$ -	\$ -			
Dump Truck up to 18 wheeler	Hr.	\$ 2	205.00	\$ 205.00	\$ 205.00	\$ 115.00	0 \$	115.00	\$ 115.00	5	118.62	\$ 118.62	\$ 11	18.62	s -	5 -	\$ -			
Vac/Jet Truck	Hr.	5 1	12.50	\$ 112.50	\$ 112.50	\$ 275.00	0 \$	350.00	\$ 400.00	5	225.00	\$ 225.00	5 22	25.00	\$ 375.00	\$ 562.50	\$ 750.00			
Back Hoe	Hr.	5 3	320.00	\$ 320.00	\$ 320.00	\$ 115.00	0 5	115.00	\$ 115.00	5	68.61	\$ 68.61	5 (8.61	\$ 200.00	\$ 300.00	\$ 400.00			
Small Excavator	Hr.	5 2	245.00	\$ 245.00	\$ 245.00	\$ 300.00	0 \$	325.00	\$ 350.00	\$	161.41	\$ 161.41	\$ 16	51.41	\$ 200.00	\$ 300.00	\$ 400.00			
Large Excavator	Hr.	\$ 3	30.00	\$ 330.00		\$ 400.00	0 5	425.00	\$ 450.00	5	265.98	\$ 265.98	5 26	55.98	\$ 250.00	\$ 375.00	\$ 500.00			
Air Compressor	Hr.	5	12.58	\$ 12.58	\$ 12.58	\$ 100.00	0 \$	100.00	\$ 100.00	5	19.17	\$ 19.17	\$	19.17	s -	s -	\$ -			
Two Inch Pump	Hr.	s	16.85	\$ 16.85	\$ 16.85	s -	5	Argent .	\$ -	5	6.51	\$ 6.51	5	6.51	s -	5 -	\$ -			
Three Inch Pump	Hr.	S	21.10	S 21.10	\$ 21.10	5 -	5	-18	\$ -	5	10.63	\$ 10.63	\$ 1	10.63	\$ 200.00	\$ 200.00	5 200.00			
Four Inch Pump	Hr.	S	26.72	\$ 26.72	\$ 26.72	s -	5		\$ -	S	16.52	\$ 16.52	\$ 1	16.52	s -	\$ -	\$ -			
Six Inch Pump	Hr.		62.10			\$ 65.00	0 5	65.00	\$ 65.00	5	28.65	\$ 28.65	s :	28.65	s -	s -	\$ -			
Dirt	Load		375.00			S 575.00		575.00	\$ 575.00	S	300.00	\$ 300.00	\$ 30	00.00	s -	s -	\$ -			
Spoilage Removal	Load		350.00			S 575.00	0 5	575.00		100	425.00	\$ 425.00	\$ 42	25.00	\$ 300.00	\$ 300.00	\$ 300.00			
Exploratory Excavation - Asphalt Pavemen	CYD	The second second	763.20			\$ 35.00		35.00		1000/	80.00	\$ 84.00	5 8	88.00	s -	s -	s -			
Exploratory Excavation - Concrete Pavemen	CYD		763.20	All Control of the Co		\$ 35.00		35.00			80.00			88.00	s -	s -	\$ -			
Lawn Restoration	SYD		75.00	A STATE OF THE PARTY OF THE PAR		\$ 32.50	0 5	32.50			25.00	\$ 27.00	\$ 3	30.00	s -	\$ -	\$ -			
Jack Hammer	Day		287.28			\$ 250.00		250.00		- 1	170.00		\$ 17	70.00	\$ 2,000.00	s -	s -			
6x6 Trench Box	Day		90.00			s -	\$	_	\$ -	5	108.00		\$ 10	08.00	\$ 200.00	\$ 200.00	\$ 200.00			
10x20 Trench Box	Day	The same of the sa	60.00			\$ 585.00		585.00		5	171.30			71.30	s -	s -	\$ -			
3/4" Clean Stone	Ton	The second second	13.00			S 55.50	1000	55.50	The County of th		33.00	\$ 33.00	\$ 3	33.00	\$ 25.00	s -	s -			
3/4" Dense Graded Aggregate (DGA)	Ton		21.50			\$ 45.25		45.25			30.00			80.00	s -	s -	s -			
Bank Run	Ton		14.00			\$ 23.00		23.00			22.00			22.00	The second second	s -	5 -			
Sand	Ton		11.25			\$ 23.00		23.00			22.00			22.00	s -	s -	\$.			
Hot Mix Asphalt Stabilized Base Mix 1-2	Ton	0.00	46.00			\$ 235.00	1000	235.00			135.00			35.00	s -	s -	s -			
Cold Pathc (2" Compacted Thickness)	SYD	The second second	20.00	The state of the s		\$ 60.00		60.00			55.00			5.00	s -	s -	s -			
Concrete (3000 psi)	CYD		12.50			\$ 425.00		425.00	A STATE OF THE STA		215.00			5.00	s -	š -	s -			
Single Axel Dump Truck + Driver	Hr.		80.00			5 142.75		167.86					Š	-	5 140.00	The same of the sa				
	Hr.		205.00			\$ 225.72	and the state of t	250.72		1000	157.94			25.05	\$ 140.00	100				
Tandem Axel Dump Truck + Driver Semi Dump Truck + Driver	Hr.		05.00			\$ 235.50		276.82			176.45	E	The state of the s	3.56	S -	S -	S -			
Semi Dump Truck + Driver	nı.	3 2	.03.00	203.00	3 205.00	235.30	, ,	270.82	323.73	3	170.43	200.55	2.	0.50						
			18% mar	rk-up to provide pa	arts as needed.	15% mark-up to provide parts as needed.						k-up to provide par			\$400 mg	bilization fee; 20	% mark-up on parts			
		1	No option	nal increase for year	ar 2 extension.	7% increase from year-one contract for year 2 extension.						e: "Prevailing Wag s 10%, All material		fit"	No optional increase for year 2 extension.					
			No option	nal increase for yea	ar 3 extension.	14% increase	from y	ar-one contrac	t for year 3 extension.	Y	ear 2 Increas	e: "Prevailing Wages s 10%, All material	e & Fringe Benef	fit"	No opt	ional increase for	year 3 extension.			

CITY OF MARENGO

			PARAMOUN	TV	(SANZIANO SEV	VER & V	WATER		C	ONCEPT PLUM	BING, INC.	LAKE JULIAN CONTRACTING, INC.					
			Cost Per Unit			Cost Pe	Cost Per Unit				Cost Per U	nit			Cost Per Uni	it		
Para barra	Unit	Straight Time	Regular Overtime	Premium Overtime	Straight Tim	e Regular Overti	me P	Premium Overtime		ht Time	Regular Overtime	Premium Overtime	Stra	aight Time	Regular Overtime	Premium Overtime		
Pay Item	Unit	(7am - 5pm)	(5pm - 7am)	(Sundays & Holidays)	(7am - 5pm)	(5pm - 7am	(S	undays & Holidays)	(7am	- 5pm)	(5pm - 7am)	(Sundays & Holidays)	(7a	m - 5pm)	(5pm - 7am)	(Sundays & Holidays)		
Foreman	Hr.	\$ 205.00	\$ 258.00	\$ 321.00	\$ 267.73	\$ 337	.17 5	406.59	5	161.74	\$ 206.38	\$ 251.01	5	200.00	\$ 300.00	\$ 400.00		
Laborer	Hr.	\$ 146.00	\$ 219.00	\$ 292.00	\$ 166.64	\$ 249	.96 \$	330.63	5	126.78	\$ 163.90	\$ 201.02	5	125.00	\$ 187.50	\$ 250.00		
Operator	Hr.	\$ 178.00	\$ 267.00	\$ 356.00	\$ 172.50	\$ 215	.63 \$	258.75	5	158.17	5 201.28	\$ 244.40	5		5 -	\$ -		
Utility Truck	Hr.	\$ 75.00	\$ 75.00	\$ 75.00	\$ 115.00	\$ 115	5.00 \$	115.00	5	55.00	\$ 55.00	\$ 55.00	5		5 -	\$ -		
Dump Truck 5yd	Hr.	\$ 105.00	\$ 105.00	\$ 105.00	\$ 75.00	5 75	.00 \$	75.00	5	57.58	\$ 57.58	\$ 57.58	5		5 -	\$ -		
Dump Truck up to 18 wheeler	Hr.	\$ 205.00	\$ 205.00	\$ 205.00	\$ 115.00	\$ 115	.00 \$	115.00	S	118.62	\$ 118.62	\$ 118.62	S	-	5 -	\$ -		
Vac/Jet Truck	Hr.	\$ 112.50	\$ 112.50	\$ 112.50	\$ 275.00	\$ 350	1.00 \$	400.00	\$	225.00	\$ 225.00	\$ 225.00	5	375.00	\$ 562.50	\$ 750.00		
Back Hoe	Hr.	\$ 320.00	\$ 320.00	\$ 320.00	\$ 115.00	\$ 115	.00 \$	115.00	\$	68.61	\$ 68.61	\$ 68.61	5	200.00	\$ 300.00	\$ 400.00		
Small Excavator	Hr.	\$ 245.00	\$ 245.00	\$ 245.00	\$ 300.00	\$ 325	.00 5	350.00	S	161.41	\$ 161.41	\$ 161.41	5	200.00	\$ 300.00	\$ 400.00		
Large Excavator	Hr.	\$ 330.00	\$ 330.00	\$ 330.00	\$ 400.00	\$ 425	.00 5	450.00	5	265.98	\$ 265.98	\$ 265.98	5	250.00	\$ 375.00	\$ 500.00		
Air Compressor	Hr.	\$ 12.58	\$ 12.58	\$ 12.58	\$ 100.00	\$ 100	.00 5	100.00	5	19.17	\$ 19.17	\$ 19.17	5		\$ -	\$ -		
Two Inch Pump	Hr.	\$ 16.85	\$ 16.85	\$ 16.85	\$ -	\$	- 5		5	6.51	\$ 6.51	\$ 6.51	S		5 -	s -		
Three Inch Pump	Hr.	\$ 21.10	\$ 21.10	\$ 21.10	5 -	\$	- 5	-	5	10.63	\$ 10.63	\$ 10.63	5	200.00	\$ 200.00	\$ 200.00		
Four Inch Pump	Hr.	\$ 26.72	\$ 26.72	\$ 26.72	\$ -	\$	- 5		\$	16.52	\$ 16.52	\$ 16.52	5		5 -	5 -		
Six Inch Pump	Hr.	\$ 62.10	\$ 62.10	\$ 62.10	\$ 65.00	\$ 65	.00 \$	65.00	\$	28.65	\$ 28.65	\$ 28.65	5		5 -	s -		
Dirt	Load	\$ 375.00	\$ 375.00	\$ 375.00	\$ 575.00	\$ 575	.00 5	575.00	5	300.00	\$ 300.00	\$ 300.00	S		\$ -	5 -		
Spoilage Removal	Load	\$ 350.00	\$ 350.00	\$ 350.00	\$ 575.00	\$ 575	.00 5	575.00	\$	425.00	\$ 425.00	\$ 425.00	5	300.00	\$ 300.00	\$ 300.00		
Exploratory Excavation - Asphalt Pavement	CYD	\$ 763.20	5 1,144.80	\$ 1,526.40	\$ 35.00	\$ 35	.00 5	35.00	\$	80.00	\$ 84.00	\$ 88.00	5		\$ -	\$ -		
Exploratory Excavation - Concrete Pavemer	CYD	\$ 763.20	S 1,144.80		\$ 35.00	\$ 35	.00 5	35.00	S	80.00	\$ 84.00	\$ 88.00	5	-	\$ -	\$ -		
Lawn Restoration	SYD	\$ 75.00	\$ 75.00	\$ 75.00	\$ 32.50	\$ 32	.50 5	32.50	5	25.00	\$ 27.00	\$ 30.00	5		5 -	\$ -		
Jack Hammer	Day	\$ 287.28		\$ 287.28	\$ 250.00	S 250	.00 5	250.00	S	170.00	\$ 170.00	S 170.00	15	2,000.00	s -	5 -		
6x6 Trench Box	Day	\$ 90.00	The state of the s	\$ 90.00	s -	S	- 5	-	S	108.00	\$ 108.00	\$ 108.00	S	200.00	\$ 200.00	\$ 200.00		
10x20 Trench Box	Day	\$ 360.00	\$ 360.00	\$ 360.00	\$ 585.00	\$ 585	.00 5	585.00	S	171.30	\$ 171.30	\$ 171.30	S	Marin Marin	\$ -	\$ -		
3/4" Clean Stone	Ton	\$ 13.00		\$ 13.00	\$ 55.50	S 55	50 5	55.50	S	33.00	\$ 33.00	\$ 33.00	S	25.00	5 -	\$ -		
3/4" Dense Graded Aggregate (DGA)	Ton	\$ 21.50	The second of th	\$ 21.50	\$ 45.25	S 45	.25 5	45.25	s	30.00	\$ 30.00	\$ 30.00	5		s -	s -		
Bank Run	Ton	\$ 14.00	The second secon	S 14.00	S 23.00		.00 5	23.00	S	22.00	\$ 22.00	\$ 22.00	S	18.00	s -	s -		
Sand	Ton	\$ 11.25	S 11.25	S 11.25	\$ 23.00	S 23	.00 5	23.00	S	22.00	\$ 22.00	\$ 22.00	S		s -	s -		
Hot Mix Asphalt Stabilized Base Mix 1-2	Ton	\$ 46.00				100	.00 5	235.00	5	135.00		\$ 135.00	10000	1	s -	\$ -		
Cold Pathc (2" Compacted Thickness)	SYD	\$ 120.00			\$ 60.00		.00 5	60.00	\$	55.00		\$ 55.00	15		s -	\$ -		
Concrete (3000 psi)	CYD	\$ 212.50			\$ 425.00		.00 \$	425.00	5	215.00		\$ 215.00	15		5 -	s -		
Single Axel Dump Truck + Driver	Hr.	\$ 180.00		\$ 180.00	\$ 142.75		.86 \$	215.52	S		s -	\$ -	15	140.00	\$ 180.00	\$ 180.00		
Tandem Axel Dump Truck + Driver	Hr.	\$ 205.00			\$ 225.72		.72 5	305.75	5	157.94	\$ 189.82	\$ 225.05	S	140.00	\$ 180.00			
Semi Dump Truck + Driver	Hr.	\$ 205.00	The same of the sa		\$ 235.50		.82 5	325.75	\$	176.45		\$ 243.56	S	-	s -	\$ -		
		18% n	rark-up to provide pa	arts as needed.	15%	mark-up to provi	de parts	as needed.		15% n	nark-up to provide	parts as needed.	\$600 mobilization fee: 20% mark-up on parts					
	tional increase for ye				1	or year 2 extension.	Ye		NAME OF TAXABLE PROPERTY.	riage & Fringe Benefit"	No optional increase for year 2 extension.							
		No op	tional increase for ye	ar 3 extension.	14% increase	14% increase from year-one contract for year 3 extension.				ear 2 Incre	ease: "Prevailing W	age & Fringe Benefit"	No optional increase for year 3 extension.					

VILLAGE OF RICHMOND

			1	PARAMOUNT	r		G	ANZIANO SEWE	ATER	CONCEPT PLUMBING, INC.							LAKE JULIAN CONTRACTING, INC.				
			-	Cost Per Unit				Cost Per U	Cost Per Unit				Cost Per Unit				13.9	1	Cost Per Un	the state of the s	
Pay Item	Unit	Straight 1	1	Regular Overtime			aight Time	Regular Overtime	Pre	emium Overtime	Stra	aight Time	Regular Overtim		Premiu	remium Overtime	Straigh	ht Time		Premium Overtime	
•		(7am - 5			(Sundays & Holidays)	(72	am - 5pm)	(5pm - 7am)	(Sur	ndays & Holidays)	(72	am - 5pm)	(5pm - 7a	m)	(Sunday:	s & Holidays)		- 5pm)	(5pm - 7am)	(Sundays & Holiday	
Foreman	Hr.		05.00		\$ 321.00	5	267.73	\$ 337.17	15	406.59	5	161.74	\$ 2	06.38	5	251.01	5	200.00	\$ 300.00	\$ 400.0	
Laborer	Hr.	St. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	46.00		\$ 292.00	\$	166.64		15	330.63	5	126.78	5 1	63.90	5	201.02	5	125.00	\$ 187.50		
Operator	Hr.	The State of the S	78.00		\$ 356.00	\$	172.50	\$ 215.63	15	258.75	5	158.17	5 2	01.28	5	244.40	5	- ;	\$ -	\$ -	
Utility Truck	Hr.	The same of the sa	75.00		\$ 75.00	\$	115.00	\$ 115.00	15	115.00	\$	55.00	\$	55.00	5	55.00	\$	- ;	5 -	\$ -	
Dump Truck 5yd	Hr.	5 1	05.00	\$ 105.00	\$ 105.00	5	75.00	\$ 75.00	; \$	75.00	5	57.58	\$	57.58	5	57.58	5	- 1	s -	\$ -	
Dump Truck up to 18 wheeler	Hr.		05.00		\$ 205.00	\$	115.00	\$ 115.00	15	115.00	\$	118.62	S 1	18.62	5	118.62	5	- ;	\$ -	5 -	
Vac/Jet Truck	Hr.		12.50	\$ 112.50	\$ 112.50	5	275.00	\$ 350.00	15	400.00	5	225.00	5 2	25.00	5	225.00	5	375.00	\$ 562.50	\$ 750.0	
Back Hoe	Hr.		20.00	\$ 320.00	\$ 320.00	\$	115.00	\$ 115.00	15	115.00	\$	68.61	\$	68.61	5	68.61	5	200.00	\$ 300.00		
Small Excavator	Hr.		45.00	\$ 245.00	\$ 245.00	S	300.00	\$ 325.00	15	350.00	5	161.41	5 1	51.41	S	161.41	S	200.00	\$ 300.00	\$ 400.0	
Large Excavator	Hr.	\$ 3	30.00	\$ 330.00	\$ 330.00	\$	400.00	\$ 425.00	\$	450.00	5	265.98	5 2	65.98	5	265.98	s	250.00			
Air Compressor	Hr.	\$	12.58	\$ 12.58	\$ 12.58	5	100.00	\$ 100.00	15	100.00	5	19.17		19.17		19.17	s	Section / Section 19	s -	\$ -	
Two Inch Pump	Hr.	\$	16.85	\$ 16.85	\$ 16.85	5		\$ -	5		5	6.51		6.51		6.51	s	1	s -	s -	
Three Inch Pump	Hr.	5	21.10	\$ 21.10	\$ 21.10	\$		\$ -	15		5	10.63		10.63	372	10.63	s	The state of the s	\$ 200.00	\$ 200.0	
Four Inch Pump	Hr.	5	26.72	\$ 26.72	\$ 26.72	\$		\$ -	: 5		S	16.52	\$	16.52	S	16.52	S		\$ -	\$ -	
Six Inch Pump	Hr.	5	62.10	\$ 62.10	\$ 62.10	5	65.00	\$ 65.00		65.00	s	28.65		28.65	3.50	28.65	S	- 1		\$ -	
Dirt	Load	5 3	75.00	\$ 375.00	\$ 375.00	5	575.00	\$ 575.00		(A. 100 Y 10	s	300.00		00.00		300.00	S	- 1	\$.	\$.	
Spoilage Removal	Load	\$ 3	50.00	\$ 350.00	\$ 350.00	s	575.00		2.92.75	575.00	S	425.00			S	425.00	s	The second second	\$ 300.00	\$ 300.0	
Exploratory Excavation - Asphalt Pavement	CYD	5 7	63.20	5 1,144.80	\$ 1,526.40	5	35.00		1000	35.00	s	80.00		34.00		33.00	Š	-	5 -	\$ -	
Exploratory Excavation - Concrete Pavement	CYD	5 7	63.20	\$ 1,144.80	\$ 1,526.40	5	35.00		100.5	35.00	S	80.00		34.00		88.00	S	- 1	s -	5 -	
Lawn Restoration	SYD	\$	75.00	\$ 75.00	\$ 75.00	s	32.50			32.50	S	25.00		27.00		30.00	c	1	· -	\$ -	
Jack Hammer	Day	\$ 2	87.28	\$ 287.28	\$ 287.28	s	250.00	\$ 250.00	! 5		S	170.00		70.00		170.00	5 2	.000.00		\$ -	
5x6 Trench Box	Day	\$	90.00	\$ 90.00	\$ 90.00	5			15		S			00.80		108.00	100	200.00	\$ 200.00	\$ 200.00	
10x20 Trench Box	Day	5 3	50.00	\$ 360.00	\$ 360.00	s	585.00	\$ 585.00	13.4	585.00	5	171.30	-	71.30		171.30	Š	200.00	200.00	S -	
3/4" Clean Stone	Ton	5	13.00	\$ 13.00	\$ 13.00	S	55.50	\$ 55.50	10.0	100000000000000000000000000000000000000	5	33.00		33.00		33.00	s	25.00		s -	
3/4" Dense Graded Aggregate (DGA)	Ton	5	21.50	\$ 21.50	\$ 21.50	s	45.25		1000		S	30.00		80.00		30.00	S	Total Control of the	s -	\$ -	
Bank Run	Ton	5	14.00		S 14.00	5	23.00		100-00	23.00	Š	22.00		22.00	-		S	18.00		s -	
Sand	Ton	5	11.25	\$ 11.25	\$ 11.25	5		\$ 23.00	1000	2-15-10 Valuation	S				S	22.00	•	10.00		s -	
Hot Mix Asphalt Stabilized Base Mix 1-2	Ton	5	46.00	\$ 46.00	\$ 46.00	s	235.00		The Real Property lives		S	135.00		35.00	70	135.00	c			\$ -	
Cold Pathc (2" Compacted Thickness)			20.00		\$ 120.00	S	60.00			THE RESERVE OF THE PARTY OF THE	S	55.00		5.00		55.00	c	1		5 -	
Concrete (3000 psi)	CYD		12.50		\$ 212.50	s		\$ 425.00			S				S	215.00	0				
Single Axel Dump Truck + Driver			30.00		\$ 180.00	s	142.75		A COUNTY OF		5		\$		S	215.00	0	140.00	The state of the s		
Fandem Axel Dump Truck + Driver			05.00		\$ 205.00	5	225.72		100000		S	157.94	×	9.82	7	225.05	0	140.00		\$ 180.00	
Semi Dump Truck + Driver			05.00			s	The property of	\$ 276.82			5	176.45		8.33		243.56	2	140.00	180.00	\$ 180.00	
				200.00	205.00	•	200.00	270.02	1	323.73	3	170.45	3 20	0.55	3	243.30	3	- 1		•	
		18	% mark	-up to provide parts	s as needed.	15% mark-up to provide parts as needed.						15% ma	ark-up to prov	ide par	ts as need	ded.	\$600 mobilization fee; 20% mark-up on parts				
		No	option	al increase for year	2 extension.	7% increase from year-one contract for year 2 extension.						Year 2 Increase: "Prevailing Wage & Fringe Benefit"						1	nal increase for ye		
		No	option	al increase for year	3 extension.	149	6 increase f	rom year-one contro	ct for	year 3 extension.	Increase X's 10%, All material costs plus 15%. Year 2 Increase: "Prevailing Wage & Fringe Benefit" Increase X's 10%, All material costs plus 15%.						No optional increase for year 3 extension.				