



Agenda Item No: 16

City Council Agenda Supplement

Meeting Date: May 7, 2024

Item: Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and approving the continuation of the consultant contract with A5 Branding + Digital and marketing initiatives for Fiscal Year 2024B

Staff Recommendation: Motion to approve an ordinance waiving competitive bidding and: 1) approving an extension of the contract with a5 Branding + Digital for marketing services in the not-to-exceed amount of \$69,000 and authorizing execution of the contract by the City Manager; and 2) authorizing the City Manager to implement the marketing initiatives in the not-to-exceed amount of \$71,000 recently approved in the FY24B budget.

Staff Contact: Heather Maieritsch, Economic Development Manager

Background:

As part of the FY2024B Budget, funds for a marketing consultant were included to continue the marketing campaign that was created and implemented in 2020. The City sent out an RFP in 2020 that provided for an initial phase and a potential second phase. An initial contract was awarded to a5 Branding + Digital and the initial phase was approved and implemented in 2020 with great results developing the new Clearly Crystal Lake brand. Last year we continued and expanded the marketing campaign and contract with a5 and received even more successful feedback and results. Extending a contract with a5 will ensure continuity for the City's marketing efforts and brand.

The proposed contract with a5 Branding and Digital is a professional service, which can be selected and approved by the City Council as a sole source due a5's familiarity and experience with the City and its marketing needs. It is in the best interest of the City to continue and expand our professional services marketing efforts with a5 Branding + Digital. As the City has already been engaged in working with a5 Branding + Digital the last four years and has invested significant time and resources with a5 Branding + Digital to develop our brand and image. The City found last year's marketing campaign to be even more successful than the previous year in

helping to improve Crystal Lake’s image and contributing to gains in economic development and citizen pride.

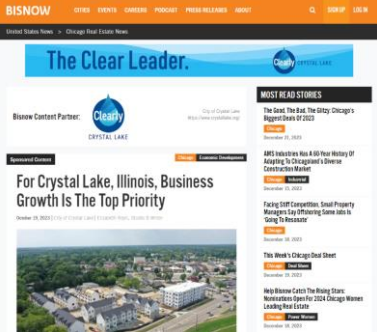
Marketing campaigns help to tell a community’s story by understanding our community, developing our brand, and professionally marketing to targeted audiences. A good marketing campaign raises awareness of what makes a city a good place to live, work, dine, and play.

Benefits of a Marketing Plan for Crystal Lake

- ✓ Reinforces our “Brand”.
- ✓ Positions Crystal Lake amongst other municipalities in the Chicagoland Marketplace.
- ✓ Heightens the awareness and positive perception of Crystal Lake.
- ✓ Targets positive image to specific markets to build awareness and spur growth.
- ✓ Builds pride and confirms beliefs of current residents and businesses.
- ✓ Helps to attract new business prospects.
- ✓ The Plan serves as a tool to measure what works and is cost effective.

The City is always looking for and considering new initiatives and ways to improve or enhance our marketing efforts. New last year the City advertising in two restaurant platforms in an effort to attract more sit-down restaurants to the Crystal Lake market, and tried Geofencing advertising campaigns for the two major ICSC retailer and broker events and obtained a license for access to the Placer.ai platform for a better understanding of market demand and potential tenants. We found all of these new additions to our marketing campaign to be very beneficial and would like to continue with these and add the new initiative of marketing outside the Crystal Lake market on two billboards to help continue to expand our reach and attraction into the Crystal Lake market from other comparable markets.

The following services are being proposed:

DELIVERABLE	SAMPLE	Costs
<p><u>Media Buy and Project Management</u></p> <ul style="list-style-type: none"> • Manage purchase of media, coordinate media proposal solicitation, meet with media properties and handle, draft media buys and update the website. <p>Crain’s Chicago Bisnow Heartland Real Estate Business IL Real Estate Journal Billboards (Naperville and Geneva) Geofencing at ICSC Chicago and Recon) *LinkedIn *Nation’s Restaurant News *Restaurant Business (* Will be part of FY2025 Budget)</p>		<p>a5 Expenses: \$47,000</p> <p>Marketing Expenses: Media Buys- \$37,200</p>

<ul style="list-style-type: none"> • Provide Crystal Lake reports to ensure media is properly placed. Includes up to two status calls/meetings a month. • Since our media campaign drives traffic up on our Clearly Crystal Lake website. We want to ensure we maintain and update the Clearly Crystal Lake website with new photos, videos and other updates as needed to keep it fresh and inviting for returning users. • The City will also obtain a license fee for Placer.ai for detailed data about our market and determine matches for potential restaurant and retail users. 		<p>Marketing Expenses: Placer.ai: \$25,200</p>
<p><u>Attraction Video</u></p> <ul style="list-style-type: none"> • Production of two short videos (two 30 second videos) • Production of one video up to two-minutes in length. • Features will include benefits of starting, growing and locating a business in Crystal Lake. 		<p>a5 Expenses: \$16,000 Marketing Expenses: Videographer: \$4,100</p>
<p><u>Photography</u></p> <ul style="list-style-type: none"> • a5 will oversee new photography to augment the image library to be used for the campaign components. The imagery will complement the existing campaign creative and feature business owners. For two days of photography, we will photograph 10 more business owners 		<p>a5 Expenses: \$6,000 Marketing Expenses: Photographer \$ 4,500</p>
<p><u>Total</u></p>		<p>a5 Expenses: \$69,000 Marketing Expenses: \$71,000</p>

Recommendation

It is staff’s recommendation to move forward with the contract amount of up to \$69,000 for a5 Branding + Digital and for the other marketing initiatives in an amount not to exceed \$71,000 that was budgeted in the FY 2024B budget.

Votes Required to Pass:

A vote of two-thirds of the Council members holding office is required to waive competitive bidding. Consequently, four affirmative votes of Council members are required for adoption of the attached ordinance.

a5 Project Authorization / City of Crystal Lake

Updated April 24, 2024

Scope of Work

Category 1: Media and Account Management

a5 will negotiate and secure media contracts targeting economic development audiences (business owners, site selection professionals, developers, etc.) and other audiences if needed. This could include continued media buys with Crain's Chicago, Bisnow, Heartland Business, Restaurant Business, Real Estate Journal, Nation's Restaurant News, LinkedIn and developing ad creative for billboards and ICSC digital ads.

a5 will also:

- Coordinate media buys and continue to manage the LinkedIn advertising campaign
- Write and/or edit copy for up to six media properties
- Develop ad creative for billboards and digital ads
- Hold monthly meetings/calls with City staff

Total for Category 1: Media and Account Management

a5 Account Management	\$24,000 (\$2,000/month for 12 months)
Advertising Creative + Production	\$20,000
Website Updates	\$3,000
Proposed 2024B media budget	\$71,000 (paid directly to media)

Media authorized by the City for purchase shall be billed directly by the media company to the City and paid directly by the City to the media company. No media purchases shall be made without prior written approval by the City.

Category 2: Photography

a5 will oversee new photography to augment the image library to be used for the campaign components. The imagery will complement the existing campaign creative and feature business owners. a5 will coordinate shoot days with the chosen photographer and the City, and art direct the two-day shoot. For two days of photography, we will photograph up to 12 business owners.

Total for Category 2: Photography

a5 Fees, coordination and art direction	\$6,000
<i>Two days, one or two a5 staff (JH & JA)</i>	
Photographer fees	\$2,200/day for two days
<i>Miscellaneous expenses, up to \$100 per day</i>	

Category 3: Campaign Video

a5 would conceptualize, script and direct a professional videographer in one day of shooting with four to five video subjects/business leaders or other community members. This would create video content for one video two-minutes in length, plus two 30-second segments and b-roll.

Total for Category 3: Campaign Video

a5 Fees, coordination, art direction, editing	\$16,000
<i>Two a5 staff (JH & JA) for one day</i>	

a5 Project Authorization / City of Crystal Lake

Updated April 24, 2024

Videographer fees\$4,000
Miscellaneous expenses, up to \$100 per day

Terms

- Estimates are based on a5's experience with similar projects, using a blended billing rate of \$150/hour. If hours exceed the estimated fees, the additional time will be billed at \$150/hour.
- Terms are net 15. Secure online payment via QuickBooks is preferred.
- Payment of fees and expenses is not contingent on the client's acceptance of recommendations.
- Outside expenses such as printing, FedEx, etc. are additional.
- Invoices for outside vendors used for photography, printing, etc. will be billed to the client to avoid agency markup. If client prefers a5 to pay vendor directly, a 15% markup will be added to vendor invoice.
- Final proofreading is the exclusive responsibility of the client; neither a5 Branding & Digital, nor their suppliers, will accept responsibility for errors in copy.

If the contents of all pages of this contract meet with your approval, please countersign this form (below) and email to John Harris as authorization to proceed.

John Harris jharris@a5inc.com 312.877.5500 office / 708.227.5313 mobile

Submitted by



John Harris _____
Principal, a5 Group Inc. Date

Accepted by

Authorized Signature Date

Ordinance No.:
File No. :



**ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING FOR THE
A5 BRANDING AND DIGITAL MARKETING CONSULTANT CONTRACT AND
MARKETING INITIATIVES**

WHEREAS, the City sent out an RFP in 2020; and

WHEREAS, the City entered into a two-year contract with a5 Branding + Digital (“a5”) and due to the successful creation and implementation of the new Clearly Crystal Lake brand the contract and campaign was expanded and extended last year; and

WHEREAS, the City’s branding and media campaign by a5 has been highly successful; and

WHEREAS, it is in the best interest of the City to waive competitive bidding and continue the agreement with a5 in a not-to exceed amount of \$69,000 and to implement the marketing initiative recently approved in the Fiscal Year 2024B budget in a not to exceed amount of \$71,000.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE THAT:

SECTION ONE. Recitals. The foregoing recitals are incorporated as though fully set forth herein.

SECTION TWO. Waiver of Competitive Bidding and authorization to enter into Agreements with a5 and media buy marketing initiatives. The City Manager is hereby authorized to enter into agreements, in such form as may be approved by the City Manager, for the a5 Branding + Digital Marketing contract in the not-to-exceed amount of \$69,000 and the marketing initiatives in the not-to-exceed amount of \$71,000, without the necessity of seeking competitive bids.

SECTION THREE. Effective Date. This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 7th day of May, 2024

APPROVED:

Haig Haleblian, MAYOR

ATTEST:

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024

APPROVED: May 7, 2024

Published in pamphlet form by the authority of the Mayor and City Council of the City of Crystal Lake.

Marketing Plan FY2024B

**Marketing
Initiatives a5 Fees**

Heartland Real Estate Business- August EDC Spotlight

Custom-content 1 page article with color images in the August edition

\$2,700.00

IL Real Estate Journal

Dedicated Spotlight Blast with Custom, Sponsored Content- Our Dedicated "Spotlight" blast reaches approximately 21,000 eSubscribers per blast. Send photos and article 250-750 words. Article will be featured on our website and E-Newsletters. Headline will link to your full story and will be read by REJournals subscribers.

\$3,000.00

Bisnow

Custom-content article.
Housed permanently on Bisnow website
Searchable on website
Blog format, i.e. future articles would be housed on same page
Reporting includes first name, last name, company, title and industry of everyone that clicks on the article
Custom content run.
The article is included in newsletter (44,500 subscribers in Chicago). The article is in the Morning Brief (46,500 subscribers in Chicago).
The article on the Bisnow homepage (30k-50k impressions).

\$8,000.00

Crain's

Native content article housed on Crain's website.
Right-rail ad for four weeks (can be spaced out so it's two weeks on, two weeks off, two weeks on).
Includes image, headline, teaser copy and link to native content article.

\$10,000.00

Billboards	Billboards- 2 Boards for 8wks each (Naperville and Geneva)	\$10,000.00		
Newsletter		Free		
a5 Contract	Media & Account Management (\$2,000 per month) Coordinate Media Buys, write/edit copy for as campaign, resize ads, LinkedIn campaign management, meetings and calls with CL		\$24,000.00	
a5 Contract	Advertising Creative, Production & Website Updates		\$23,000.00	
Video	One day video shoot, Editing for video one 2 min video and two 30 second videos	\$4,100.00	\$16,000.00	
2 days of photography	12 spots, editing and sizing for ads	\$4,500.00	\$6,000.00	
Geofencing for ICSC Events	Shaw Media ICSC Recon- Vegas	\$2,000.00		
	Shaw Media ICSC Central- Navy Pier Chicago	\$1,500.00		
Placerai	License Fee	\$25,200.00		
	TOTAL	\$71,000.00	\$69,000.00	\$140,000.00



Agenda Item No: 17

City Council Agenda Supplement

Meeting Date:

May 7, 2024

Item:

Approval of an Intergovernmental Agreement between the McHenry County Conservation District (MCCD) and the City of Crystal Lake Regarding Improvements near the Intersection of Main Street and South Walkup Avenue (Commons Shopping Center Entrance)

Staff Recommendation:

Motion to adopt a Resolution authorizing the City Manager to execute the Agreement between the MCCD and the City of Crystal Lake Regarding Improvements near the Intersection of Main Street and South Walkup Avenue (Commons Shopping Center Entrance)

Staff Contact:

Michael P. Magnuson, P.E., Director of Public Works and Engineering

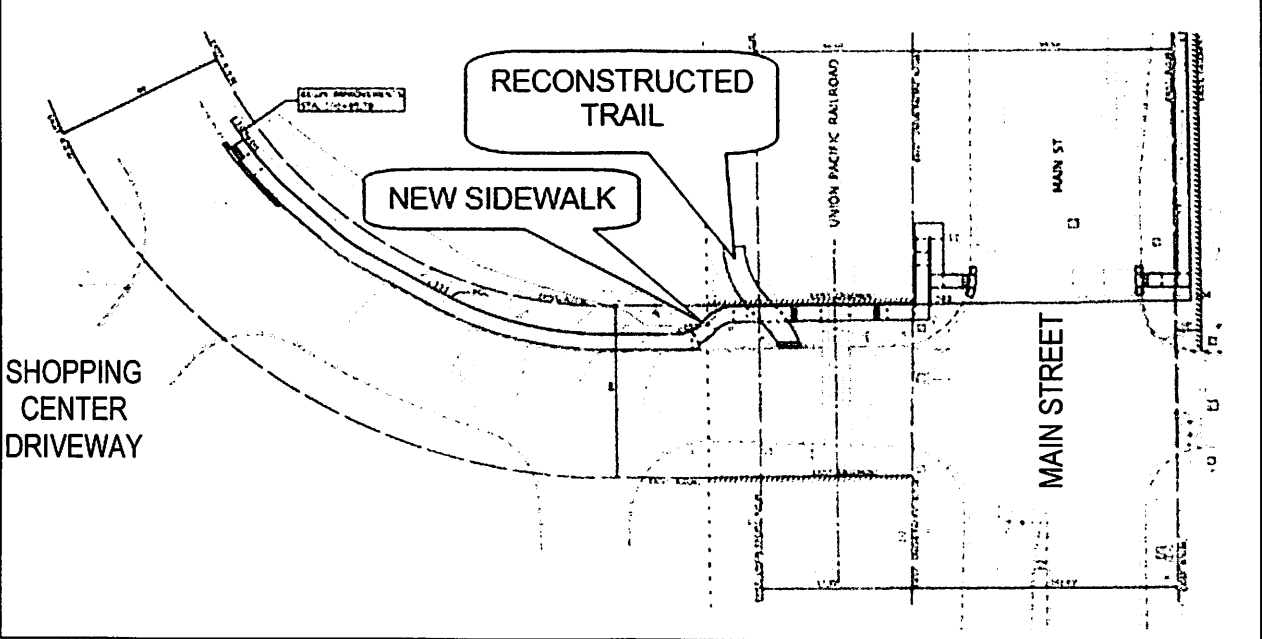
Background:

The City was awarded an Illinois Transportation Enhancement Program (ITEP) federal grant for the Pedestrian Connections to the Regional Prairie Trail project that eliminates several sidewalk gaps for residents and pedestrians to access the regional Prairie Trail, portions of the US Route 14 commercial corridor, the downtown, both Metra stations, the post office and destinations along Virginia Road. Specifically the following locations will be improved (also see map):

1. Main Street and Commonwealth Drive/South Walkup Avenue (shopping center back entrance): Upgrade existing traffic signal to accommodate pedestrians, add new sidewalk along the east side of Main Street from Commonwealth Drive to the existing sidewalk to the north, and add new sidewalk on South Walkup Avenue to access the Shopping Center; and
2. Fill in sidewalk gaps along the south side of Congress Parkway just east of Commonwealth Drive; and
3. Fill in sidewalk gaps along the north side of Virginia Road from US Route 14 to Berkshire Drive and upgrading the existing sidewalk to meet ADA requirements along the south side of Virginia Road from US Route 14 to Berkshire Drive.



In order to construct the new sidewalk along the north side of South Walkup Avenue (Shopping Center Back Entrance) from Main Street to the existing driveway, the existing MCCD Prairie Trail needs to be reconstructed. The intergovernmental agreement allows the City's contractor to reconstruct the Prairie Trail at this location, install the new sidewalk on MCCD property and outlines future maintenance responsibilities of the asphalt trail (MCCD maintenance) versus the concrete sidewalk (City maintenance).



Design engineering is nearing completion. Construction of these improvements is anticipated for late fall 2024 or spring of 2025. The City's legal counsel has reviewed the agreement and has deemed it acceptable.

Votes Required to Pass:
Simple majority



RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to improve pedestrian connections to the Prairie Trail which links the US Route 14 Corridor, the Downtown, Post Office and Metra Stations; and

WHEREAS, these improvements will consist of eliminating gaps in the existing sidewalk system along with traffic signal improvements to aid pedestrians; and

WHEREAS, the existing McHenry County Conservation District (MCCD) Prairie Trail will be impacted by the installation of the new sidewalk along South Walkup Avenue (rear Commons Shopping Center entrance); and

WHEREAS, an agreement between the MCCD and the City of Crystal Lake Regarding Improvements near the Intersection of Main Street and the Commons Shopping Center Entrance is needed in order to install the sidewalk and reconstruct a short section of the MCCD Prairie Trail.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute an agreement between the McHenry County Conservation District and the City of Crystal Lake Regarding Improvements near the Intersection of Main Street and South Walkup Avenue (the Commons Shopping Center entrance).

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024

APPROVED: May 7, 2024

Draft

**AGREEMENT
BETWEEN
THE MCHENRY COUNTY CONSERVATION DISTRICT
AND
THE CITY OF CRYSTAL LAKE
REGARDING IMPROVEMENTS NEAR THE INTERSECTION
OF MAIN STREET AND THE COMMONS SHOPPING CENTER ENTRANCE**

This agreement (hereinafter referred to as the "AGREEMENT") is made and entered into this _____ day of _____ 20____ by and between the McHenry County Conservation District, a conservation district organized and existing under the laws of the State of Illinois and having its principal administrative offices in Woodstock, Illinois (hereinafter referred to as the "DISTRICT") and the City of Crystal Lake, an Illinois Municipal Corporation having its principal administrative offices in Crystal Lake, Illinois (hereinafter referred to as the "CITY").

WITNESSETH

WHEREAS, the CITY proposes an improvement project that includes the design and construction of a sidewalk on the north side of the Walkup Avenue roadway entrance to The Commons of Crystal Lake Shopping Center from Main Street (hereinafter referred to as the "IMPROVEMENT") which is located within the corporate boundaries of the CITY; and

WHEREAS, the proposed Improvement will be located within the existing right-of-way under the jurisdiction of the CITY (the "Shopping Center Entrance Right-of-Way"); and

WHEREAS, the completed Phase 1 Engineering for the IMPROVEMENT was approved by the Illinois Department of Transportation on May 31, 2022; and

WHEREAS, the Phase 2 Engineering for the IMPROVEMENT is nearing completion; and

WHEREAS, the DISTRICT owns and/or operates and maintains a multi-use recreational trail open to the public known as the Prairie Trail (hereinafter referred to as the "TRAIL"), that connects eight McHenry County communities between the Kane County border and the Wisconsin State border; and

WHEREAS, certain real estate owned by the DISTRICT (hereinafter, the "DISTRICT PROPERTY") and portions of the existing TRAIL, are adjacent to and pass through the Shopping Center Entrance Right-of-Way and the area of the IMPROVEMENT; and

WHEREAS, as part of the IMPROVEMENT, the CITY will, at its sole cost (subject to such financing through grants and otherwise as the CITY may be eligible), reconstruct the portion of the TRAIL impacted by the IMPROVEMENT which is depicted in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "RECONSTRUCTED TRAIL") and which is more fully described in the approved Phase 2 Engineering Plans prepared by Gewalt Hamilton and Associates dated April 14, 2023 made a part hereof by this reference; and

WHEREAS, it is also mutually desirable for understandings to be established regarding maintenance responsibilities and the orderly construction of the IMPROVEMENT and the RECONSTRUCTED TRAIL.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1. **RECITALS:** The foregoing recitals are hereby incorporated as though fully set forth herein.
2. **GRANT OF LICENSE:** Subject to the terms and conditions of the AGREEMENT, the DISTRICT grants and conveys to the CITY, its employees, agents, and contractors, this non-exclusive License to enter upon the TRAIL and the DISTRICT PROPERTY (herein after referred to as the LICENSE). The express and sole purposes of the LICENSE are to allow the CITY, its employees and agents, to remove the portion of the TRAIL which is located upon the DISTRICT PROPERTY and other portions necessary in order to construct and maintain the RECONSTRUCTED TRAIL and other components of the IMPROVEMENT in accordance with the plans for same and the terms of the AGREEMENT. The CITY understands and acknowledges that the rights granted by the DISTRICT herein are not in lieu of any other right(s) of entry, easements or other permissions that may be required from other competent parties that may have jurisdiction related to work contemplated by this AGREEMENT.
3. **MAINTENANCE:** It is the mutual understanding and agreement of the parties that at all the times following the completion of construction of the IMPROVEMENT by the CITY, the portion of the RECONSTRUCTED TRAIL containing asphalt surface shall be maintained by the DISTRICT and the portion of the RECONSTRUCTED TRAIL composed of Portland cement concrete shall be maintained by the CITY along with the Portland cement concrete sidewalk constructed across the DISTRICT PROPERTY within the Commons Shopping Center Entrance Right-of-Way which is part of the IMPROVEMENT.
4. **COMMUNICATION AND SAFETY CONSIDERATIONS:** It is understood and agreed that aspects of the construction of the RECONSTRUCTED TRAIL will

require closure of a portion of the TRAIL for periods of time and that the CITY shall provide reasonable notice to the DISTRICT prior to dates of all planned closures along with anticipated re-opening schedules so that the public may be kept informed through the DISTRICT's social media channels. In addition, the CITY shall be responsible for all necessary traffic control and safety measures during work activity or closures associated with the RECONSTRUCTED TRAIL including but not limited to appropriate barricades, warning signs, cones and/or flaggers as needed to ensure public safety.

5. **MUTUAL INDEMNIFICATION:**

- a. The CITY shall indemnify the DISTRICT and hold it harmless from or against loss or damage to persons and/or property suffered by, through, or solely from the acts or omissions of the CITY, its employees or agents relating to the CITY'S prosecution of any work or activity contemplated by this AGREEMENT except to the extent that any such loss is caused by the gross negligence or willful acts of the DISTRICT, or its contractors and/or agents.
- b. The DISTRICT shall indemnify the CITY and hold it harmless from or against loss or damage to persons and/or property suffered by, through, or solely from the acts or omissions of the DISTRICT, its employees or agents relating to the DISTRICTS prosecution of any work or activity contemplated by this AGREEMENT except to the extent that any such loss is caused by the gross negligence of willful acts of the CITY, or its contractors and/or agents.

6. **TERM/TERMINATION:** This AGREEMENT and LICENSE granted herein shall take effect as of the date of its execution by the parties hereto and, unless terminated as provided for herein, shall continue in effect for a term of twenty (20) years and shall extend for additional and successive twenty (20) year terms on the same terms and condition as set forth in this AGREEMENT, or as may be amended from time to time, without further action of either the CITY or the DISTRICT. Notwithstanding the foregoing, the license granted to the CITY to construct the RECONSTRUCTED TRAIL shall not be terminated except upon the mutual agreement of the CITY and the DISTRICT. The obligations pertaining to maintenance set forth in Paragraph 2 and the obligations pertaining to indemnification set forth in Paragraph 3 above shall survive the termination of the AGREEMENT.

7. **PRIMACY:** It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that this AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.

8. **LIMIT OF SCOPE:** It is mutually agreed by and between the parties hereto that

nothing contained in the AGREEMENT is intended nor shall be construed in any manner or form to limit the power or authority of the DISTRICT to maintain, operate, improve, construct, reconstruct, repair, build, widen, or expand the TRAIL as best determined by law.

9. **AMENDMENTS:** It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of the AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

10. **SUCCESSORS AND ASSIGNS:** the AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.

11. **NOTICE:** Any notice given in connection with this AGREEMENT shall be addressed as follows:

DISTRICT Representative:
Elizabeth S. Kessler, Executive Director
McHenry County Conservation District
18410 U.S. Highway 14
Woodstock, IL 60098
815-338-6233

CITY Representative:
Eric Helm, City Manager
City of Crystal Lake
100 W. Woodstock St.
Crystal Lake, IL 60014
815-459-2020

12. **APPLICABLE LAW: VENUE:** The terms of this AGREEMENT will be construed in accordance with the laws of Illinois. The parties agree that the venue for any dispute arising under the terms of the AGREEMENT shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.

13. **AUTHORIZED SIGNATURES:** Each person signing below on behalf of one of the parties hereto agrees, represents, and warrants that he or she has been duly and validly authorized to sign this AGREEMENT on behalf of their party.

IN WITNESS WHEREOF, the DISTRICT and the CITY have caused this AGREEMENT to be executed as of the date first above written.

MCHENRY COUNTY CONSERVATION DISTRICT

By: Elizabeth S. Kessler

Title: Executive Director

Date: _____

CITY OF CRYSTAL LAKE

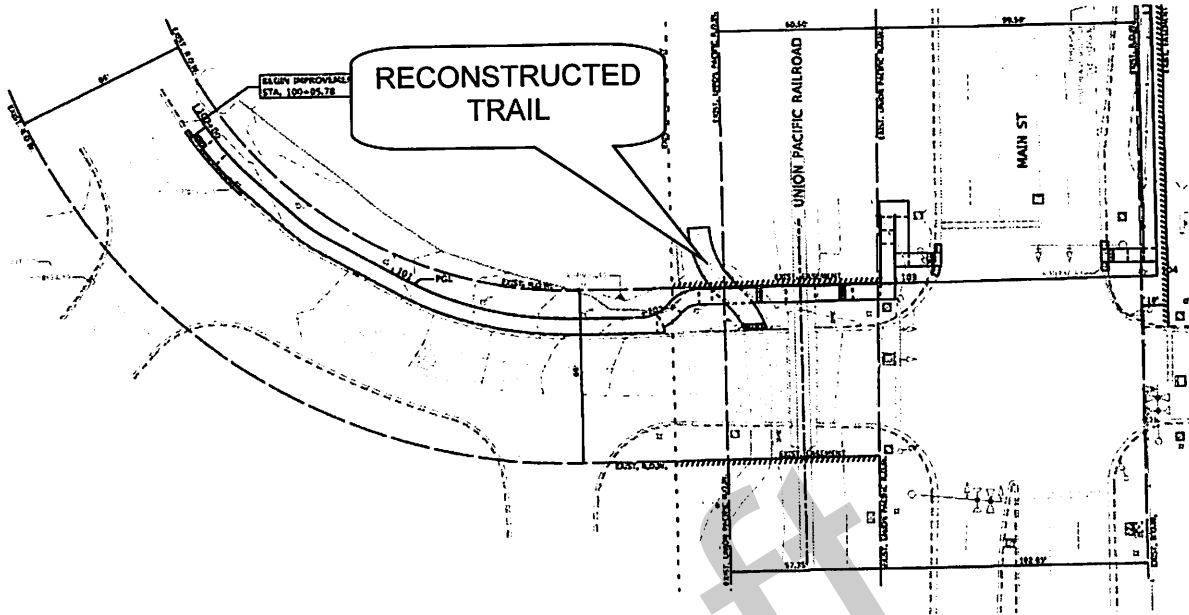
By: Eric Helm

Title: City Manager

Date: _____

Draft

EXHIBIT A





Agenda Item No: 18

**City Council
Agenda Supplement**

Meeting Date:

May 7, 2024

Item:

Proposal Award – Information Technology Managed Services

Staff Recommendation:

Motion to award the Information Technology Managed Services Request for Proposal to Protiviti Government Services and adopt a Resolution authorizing the City Manager to execute the contract with Protiviti Government Services for a three (3) year period not to exceed \$1,354,080 with an optional two (2) year extension not to exceed \$929,760.

Staff Contact:

Steve Weishaar, Director of Information Technology

Background:

Since 2016, the City has relied on contracted staff in the IT Department to augment technology support for all City Departments. Contracted IT staff, when compared to hiring City employees, has several advantages:

- Cost Savings – The City is not responsible for paying for benefits, time off, pension, social security or Medicare. There are also savings in recruiting, hiring and training costs normally associated with permanent employees.
- Specialized IT Skill – By utilizing a contract staffing company the City will have access to a large pool of already vetted talented professionals.
- Flexibility – IT can remain agile in response to work demands and specialized skills needed during any given time.

In 2019, the City entered into a five year extension with FutureNet Group Inc., to provide those support services, with the contract expected to end in March of 2024. In advance of that contract ending, the City released a request for proposal on December 15, 2023. The City received six proposals and elevated three bidders to the final stage. The year one proposal amounts are listed below for the finalists:

Bidder	Annual Amount
Protiviti Government Services ✓	\$449,280
DeKind Computer Consultants	\$482,040
Mindsight/Sierra ITS	\$594,800

✓ Lowest responsive and responsible proposer.

The Request for Proposal for Information Technology Managed Services, released on December 15, 2023 was a request to provide proposals for the provision of contracted services to the City to protect and enhance the City’s Information Technology functions.

The requested staff augmentation consists of the following positions:

Help Desk Support - this position is the first point of contact for internal customers seeking service from Information Technology. They begin assisting customers almost immediately through phone and remote connection support. This position also works on special projects as assigned.

IT Support Specialist - this position is considered a Level II support technician and is responsible for assisting customers who cannot be assisted immediately by the Help Desk Support and that require a physical visit to resolve their help desk request. In addition, this position participates in preparing and installing new equipment and special projects as assigned.

Network/System Administrator - this position is responsible for maintaining the network and systems equipment (such as servers, routers, switches, cabling, and other network infrastructure). In addition, this position is responsible for implementing new networking equipment and for completing special projects as assigned.

Protiviti Government Services is the public sector practice of Robert Half, Inc., which is the oldest and largest specialized talent solutions firm. Robert Half was founded in 1948 with the idea of professional talent solutions to connect opportunities at companies with highly skilled job seekers. Protiviti was established in the early 2000s as the firm’s government practice, dedicated to providing staffing and consulting services to public sector clients across the United States. Today they service over 38 state governments, over 1,000 local government, education, and municipal entities, and numerous federal agencies.

They have been selected by Forbes as #1 in the categories of “America’s Best Professional Recruiting Firms”, “America’s Best Temporary Staffing Firms”, and “America’s Best Executive Recruiting firms” for 2023. They are the first company to ever rank first in all three categories.

Protiviti’s proposal for contracted services included pricing for each of the positions requested in the request for proposal. Their five year prices are as follows:

Year 1	Year 2	Year 3	Year 4 optional	Year 5 optional
\$449,280	\$449,280	\$455,520	\$461,760	\$468,000

There is a zero price increase from year 1 and year 2. The remaining years include a minimal price increase of less than 1.5% per year. Also of note, Protiviti's year 1 and year 2 amount is less than a number of the proposals provided from the 2016 request for proposal process.

Staff reviewed prices in lieu of hiring internal employee's and have found that contracted services are in-line with costs associated with permanent employees. And as costs during this contract period are set to increase at less than 1.5% per year (as opposed to typical 3-4% annual City salary increases), contracting for these services will result in cost savings to the City in lieu of hiring permanent employees over a five year period.

City legal counsel has reviewed and approved the contract as provided.

Recommendation:

It is the staff recommendation to award the Information Technology Managed Services request for proposal to the lowest responsive and responsible proposer, Protiviti Government Services, and adopt a resolution authorizing the City Manager to execute the contract with Protiviti Government Services for a three (3) year period, not to exceed \$1,354,080, with an optional two (2) year extension, not to exceed \$929,760.

Votes Required to Pass:

Simple Majority



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is authorized to execute a contract with Protiviti Government Services for Information Technology contracted services for a three (3) year period, not to exceed \$1,354,080 with an optional two (2) year extension, not to exceed \$929,760.

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

Nick Kachiroubas, City Clerk

PASSED: May 7, 2024

APPROVED: May 7, 2024

CONTRACT

Contract Between the City of Crystal Lake
And Protiviti Government Services
For Information Technology Managed Services

Draft

Contract Between The City of Crystal Lake
And Protiviti Government Services
For *Information Technology Managed Services*

This contract (the “*Contract*”) is dated as of June 1, 2024 (the “*Effective Date*”) and is by and between the City of Crystal Lake (the “*City*”) and Protiviti Government Services (the “*Consultant*”). In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE 1. THE SERVICES

1.1 Services. The Consultant will perform the following services for the City (the “*Services*”):

Staffing services for roles identified in Attachment A (Protiviti Government Services Proposal for IT Managed Services dated 1/22/2024)

1.2 Project Time. The schedule for the Services (the “*Services Schedule*”) is: Services will commence on June 1, 2024 and be completed by May 31, 2027 (the “*Completion Date*”).

1.3 Term; Extensions. This Contract commences on the Effective Date and terminates on the Completion Date (the “*Term*”). Two (2) additional one-year extensions, subject to the annual review and recommendation of the Director of IT and the satisfactory negotiation of terms and pricing shall be allowed. All terms of this Contract, including without limitation pricing terms, are firm during the Term.

1.4 Responsibility of Consultant to Perform. The Consultant must provide all personnel necessary to complete the Services. The Consultant must perform the Services with its own personnel unless otherwise approved by the City in writing. All sub-consultants and supplies used by the Consultant in the performance of Services must be acceptable to, and approved in advance by, the City. The City’s approval of any sub-consultant or supplier will not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed by any sub-consultant or supplier are subject to all of the provisions of this Contract in the same manner as if performed directly by the Consultant. If any sub-consultant or supplier fails to properly perform any Services undertaken by it in compliance with this Contract, then the Consultant, immediately on notice from the City, must remove that sub-consultant or supplier and undertake the Services itself or replace the sub-consultant or supplier with a sub-consultant or supplier acceptable to the City. The Consultant will have no claim for damages, for compensation in excess of the Compensation, or for delay or extension of the Services Schedule as a result of any such removal or replacement.

1.5 Financial Ability to Perform. The Consultant represents and declares that it is financially solvent, has the financial resources necessary, has sufficient experience and competence, and has the necessary capital, facilities, organization, and staff necessary to provide,

perform, and complete the Services in full compliance with, and as required by or pursuant to, and this Contract.

ARTICLE 2. COMPENSATION AND PAYMENT

2.1 Pricing Schedule. As compensation for the performance of the Services (“*Compensation*”), the City will pay the Consultant the following not-to-exceed amounts:

<u>Item:</u>	<u>Year 1 Hourly Rate</u>	<u>Year 2 Hourly Rate</u>	<u>Year 3 Hourly Rate</u>	<u>Extension Year 4 Hourly Rate</u>	<u>Extension Year 5 Hourly Rate</u>
Help Desk Support (40 hours per week on-site)	\$55.00	\$55.00	\$56.00	\$57.00	\$58.00
IT Support Specialist (40 hours per week on-site, on-call)	\$65.00	\$65.00	\$66.00	\$67.00	\$68.00
Network Administrator (40 hours per week on-site, on-call)	\$75.00	\$75.00	\$76.00	\$77.00	\$78.00

(the “*Pricing Schedule*”). Except for the Compensation, the City will have no liability for any expenses or costs incurred by the Consultant.

The pricing rates for the Full-time Engagement Professionals (FTEP) program are listed below. The Help Desk Support role will be filled through traditional staffing with rates indicated above. The City will determine if the IT Support Specialist and Network Administrator roles will be filled with traditional staffing or through the FTEP program using the below rates:

<u>Item:</u>	<u>Year 1 Hourly Rate</u>	<u>Year 2 Hourly Rate</u>	<u>Year 3 Hourly Rate</u>	<u>Extension Year 4 Hourly Rate</u>	<u>Extension Year 5 Hourly Rate</u>
IT Support Specialist (40 hours per week on-site, on-call)	\$73.00	\$73.00	\$74.00	\$75.00	\$76.00
Network Administrator (40 hours per week on-site, on-call)	\$88.00	\$88.00	\$89.00	\$90.00	\$91.00

It is understood by both the City and the Consultant that all rates listed above are not-to-exceed amounts. Staffing rates will be determined by the experience and qualifications of the staffing candidates provided by the Consultant and agreed upon by the City.

2.2 Monthly Payment; Invoices. The Compensation will be paid in monthly installments. The Consultant must submit to the City, on a monthly basis, a written invoice for payment for completed work. The City may specify the specific day of the month on or before which invoices must be filed. Each invoice must be accompanied by receipts, vouchers, and other documents as necessary to reasonably establish the Consultant’s right to payment of the

Compensation stated in the invoice. In addition, each invoice must include (a) employee classifications, rates per hour, and hours worked by each classification and, if the Services are to be performed in separate phases, for each phase, (b) total amount billed in the current period and total amount billed to date and, if the Services are to be performed in separate phases, for each phase, and (c) the estimated percent completion of the Services and, if the Services are to be performed in separate phases, for each phase.

2.3 Taxes. The Compensation includes applicable federal, State of Illinois, and local taxes of every kind and nature applicable to the services provided by the Consultant and all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. The Consultant will never have a claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees.

2.4 Final Payment. The Services will be considered complete on the date of final written acceptance by the City of the Services or the relevant phase of the Services. Services related to a submission of the Consultant will be deemed accepted by the City if the City does not object to those Services in writing within 30 days after the submission by the Consultant of an invoice for final acceptance and payment. The City will make final payment to the Consultant within 30 days after final acceptance of the Services, after deducting therefrom charges, if any, as provided in this Contract (“*Final Payment*”). The acceptance by the Consultant of Final Payment will operate as a full and complete release of the City by the Consultant of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services encompassed by the Final Payment.

2.5 Deductions. Notwithstanding any other provision of this Contract, the City may deduct and withhold from any payment or from Final Payment such amounts as may reasonably appear necessary to compensate the City for any loss due to (1) Services that are defective, nonconforming, or incomplete, (2) liens or claims of lien, (3) claims against the Consultant or the City made by any of the Consultant’s sub-consultants or suppliers or by other persons about the Services, regardless of merit, (4) delay by the Consultant in the completion of the Services, (5) the cost to the City, including without limitation reasonable attorneys’ fees, of correcting any of the matters stated in this Section or exercising any one or more of the City’s remedies set forth in Section 8.3 of this Contract. The City will notify the Consultant in writing given in accordance with Section 9.10 of this Contract of the City’s determination to deduct and withhold funds, which notice will state with specificity the amount of, and reason or reasons for, such deduction and withholding.

2.6 Use of Deducted Funds. The City will be entitled to retain any and all amounts withheld pursuant to Section 2.5 above until the Consultant either has performed the obligations in question or has furnished security for that performance satisfactory to the City. The City will be entitled to apply any money withheld or any other money due to the Consultant to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and reasonable attorneys’ fees (collectively “*Costs*”) incurred, suffered, or sustained by the City and chargeable to the Consultant under this Contract.

2.7 Keeping Books and Accounts. The Consultant must keep accounts, books, and other records of all its billable charges and costs incurred in performing Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. The Consultant must make all such material available for inspection by the City upon fourteen (14) days written notice, at the office of the Consultant during normal business hours during the Term and for a period of three years after termination of this Contract. Copies of such material must be furnished to the City at the City's request and expense.

ARTICLE 3. PERFORMANCE OF SERVICES

3.1 Standard of Performance. The Consultant must perform the Services in a manner consistent with the requirements of this Contract. The Consultant is fully and solely responsible for the quality, technical accuracy, completeness, and coordination of all Services.

3.2 Correction of Defects. The Consultant must provide, for no additional Compensation and at no separate expense to the City, all work required to correct any defects or deficiencies in the performance of Services, regardless of whether the defect or deficiency relates to the work of the Consultant or of the Consultant's sub-consultants or suppliers, so long as that notice of the defects is given by the City to the Consultant prior to acceptance of the Services.

3.3 Risk of Loss. The Consultant is responsible for damages to tangible property or bodily injury to persons proximately caused by any Consultant negligent act or willful misconduct. Notwithstanding any other provision of this Contract, the Consultant's obligations under this Section 3.3 exist without regard to, and may not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the Consultant, to indemnify, hold harmless, or reimburse the Consultant for damages, losses, or costs.

3.4 Opinions of Probable Cost. The Parties recognize that neither the Consultant nor the City has control over the costs of labor, materials, equipment, or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable costs provided under this Contract are considered to be estimates only, made on the basis of the Consultant's experience and qualifications, and those opinions represent the Consultant's best judgment as an experienced and qualified professional, familiar with the industry. The Consultant does not guaranty that proposals, bids, or actual costs will not vary from the opinions prepared by the Consultant.

3.5 Responsibility for Work by Contractors. Subject to the next sentence of this Section 3.5, the Consultant is not responsible for a contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with law, or safety precautions and programs, and the Consultant does not guarantee the performance of a contractor. Nothing in the previous sentence may be construed or applied to limit the responsibility of the Consultant to properly perform, or the liability of the Consultant for failure to properly perform, all of the Services required by the Consultant under this Contract Order, which Services may include contract and work oversight, inspections of work performed by a contractor, contract compliance services, and similar services.

3.6 City Responsibilities. Except as provided in this Contract Order, the City, at its sole cost and expense, will have the following responsibilities:

(a) To designate a person with authority to act as the City's representative. In the absence of a written designation, the City's representative will be the City's Director of Information Technology. The City's representative will have the authority to act on behalf of the City, except on matters that require approval of the City Council.

(b) To provide to the Consultant all criteria and information about the requirements for the Services, including, as relevant, the City's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations.

(c) To provide to the Consultant existing studies, reports, and other available data relevant to the Services.

(d) To arrange for access to, and make provisions for the Consultant to enter on, public and private property as reasonably required for the Services.

(e) To provide, as relevant, surveys describing physical characteristics, legal limitations, and utility locations and the services of other consultants when the services of other consultants are requested by the Consultant and are necessary for the performance of the Services.

(f) To provide structural, mechanical, chemical, air and water tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by the City, except the extent such tests, inspections, or reports are part of the Services.

(g) To review reports, documents, data, and all other information presented by the Consultant as appropriate.

(h) To provide approvals from all governmental authorities having jurisdiction over a project when requested by the Consultant, except the extent such approvals are part of the Services.

(i) To provide, except as provided under Article 5 and Article 6 of this Contract, all accounting, insurance, and legal services as may be necessary from time to time in the judgment of the City to protect the City's interests.

(j) To attend project-related meetings.

(k) To give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Services, except that the inability or failure of the City to give any such a notice will not relieve the Consultant of any of its responsibilities under this Contract.

3.7 Time of the Essence. Time is of the essence for all activities with regard to the performance of the Services. The City acknowledges that Consultant's work is highly dependent on the availability of the City's personnel, the City's Contractors, and other factors beyond the control of Consultant.

Consultant will use commercially reasonable efforts to assist the City in meeting any stated deadlines but the City acknowledges that despite these efforts, due to, among other things, the factors noted above, any stated deadlines and timelines may not be met.

3.8 Suspension of Services. The City, at any time and for any reason, may suspend work on any or all Services by issuing a written work suspension notice to the Consultant. The Consultant must stop the performance of all Services within the scope of the suspension notice until the City directs the Consultant in writing to resume performance.

ARTICLE 4. SERVICES CHANGE ORDERS; DELAYS

4.1 Services Change Orders. The City, from time to time, may issue a written order modifying or otherwise changing the scope of the Services (a “*Services Change Order*” included as Attachment B) provided, however, that any Services Change Order in an amount exceeding \$25,000 must be approved by the City Council. The Services Change Order will be generally in the form attached to and by this reference incorporated into this Contract as Attachment A. The Consultant may request a Services Change Order based on a material change to any Services. A Services Change Order may include additions to and deletions from the Services and will include any equitable increases or decreases to the Compensation.

4.2 Revision Notices. Within 10 days after the date of a Services Change Order, and in any event before the Consultant begins work on any changed Services, the Consultant must notify the City in writing if the Consultant desires a revision to the Services Change Order (a “*Revision Notice*”). The Revision Notice must clearly state the Consultant’s requested revisions and the reasons for the revisions. If the City agrees to any revision, then the City will issue a revised Services Change Order in a form acceptable to the Parties. If the Consultant does not submit a Revision Notice within the 10-day period, then the Consultant will be deemed to have accepted the Services Change Order and the Services Change Order will be final.

4.3 Disagreements over Services Change Order Terms. If the City and the Consultant cannot agree on the proposed revisions to the Compensation or Services Schedule terms of a Services Change Order, then the Parties will apply the dispute resolution provisions of this Contract in order to reach agreement. In that event, the Consultant must proceed diligently with the revised Services as directed by City pending resolution of the disagreement. The Consultant will be compensated equitably for the work the Consultant undertakes during the disagreement resolution process.

4.4 No Change in Absence of Services Change Order. No claim for an adjustment in Compensation or Services Schedule will be made or allowed unless it is embodied in a Services Change Order signed by the City and the Consultant. If the Consultant believes it is entitled to an adjustment in the Compensation or Services Schedule terms that has not been included, or fully included, in a Services Change Order, then the Consultant may submit to the City a written request for the issuance of, or revision of, a Services Change Order including the desired adjustment. The Consultant’s request must be submitted before the Consultant proceeds with any Services for which an adjustment is desired.

4.5 Delays. If a delay in providing Services results from one or more causes that could not be avoided or controlled by the Consultant, then the Consultant may be entitled to an extension of the Services Schedule for a period of time equal to that delay, or an adjustment in Compensation for extra costs related to the delay, or both. The Consultant must notify the City in writing within 10 days after the start of the delay and again in writing within 10 days after the delay has ended (the “*Delay Period*”). The first notice must state the cause or causes of the delay and the impact of the delay on providing Services. The second notice must state the cause or causes of the delay, the length of the day, the reasons why the delay disrupted performance of the Services and the Consultant’s request, if any, for a change in Compensation or Services Schedule. If the Consultant fails to submit notices as provided in this Section 4.5, then the Consultant will be deemed to have waived any right to an adjustment in Compensation for the Services.

ARTICLE 5. INSURANCE

5.1 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in this Article 5.

5.2 Scope of Coverage.

(a) Commercial General Liability. Insurance Services Office Commercial General Liability occurrence form CG 0001, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A), CG 2026(Exhibit B).

(b) Automobile Liability. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 “Any Auto.”

(c) Professional Liability. Indemnification and defense for injury or damage arising out of negligent acts, errors, or omissions in providing professional services.

(d) Workers’ Compensation and Employers’ Liability. Workers’ Compensation as required by the Workers’ Compensation Act of the State of Illinois and Employers’ Liability insurance.

5.3 Minimum Limits of Coverage.

(a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury and for property damage and \$1,000,000 per occurrence for personal injury. The general aggregate must be twice the required occurrence limit. Minimum General Aggregate must be no less than \$2,000,000.

(b) Business Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers’ Compensation and Employers’ Liability. Workers’ Compensation Coverage with statutory limits and Employers’ Liability limits of \$500,000 per accident.

(d) Professional Liability. \$1,000,000 each claim with respect to negligent acts, errors, and omissions in connection with all professional services to be provided under this Contract.

5.4 Additional Requirements. The insurance policies must contain, or be endorsed to contain, the following provisions:

(a) Commercial General Liability and Automobile Liability Coverage. The City and its officials, employees, agents, and representatives must be covered as additional insured as respects: liability arising out of the Consultant's work, including without limitation activities performed by or on behalf of the Consultant and automobiles owned, leased, hired, or borrowed by the Consultant. Coverage must contain no special limitations on the scope of protection afforded to the City or its officials, employees, agents, and representatives.

(b) Primary Coverage. The insurance coverage must be primary with respect to the City and its officials, employees, agents, and representatives. Any insurance or self-insurance maintained by the City and its officials, employees, agents, and representatives will be excess of the Consultant's insurance and will not contribute with it.

(c) Reporting Failures. Any failure to comply with reporting provisions of any policy must not affect coverage provided to the City and its officials, employees, agents, and representatives.

(d) Severability of Interests/Cross Liability. The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's ability.

(e) Umbrella Policies. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant must name the City and its officials, employees, agents, and representatives as additional insureds under the umbrella policy.

(f) Occurrence Form. All general liability coverage must be provided on an occurrence policy form. Claims-made general liability policies are not acceptable.

(g) Workers' Compensation and Employers' Liability Coverage. The insurer must agree to waive all rights of subrogation against the City and its officials, employees, agents, and representatives for losses arising from work performed by the Consultant.

(h) Professional Liability. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of this Contract. If the policy is cancelled, non-renewed, or switched to an occurrence form, then the Consultant must purchase supplemental extending reporting period coverage for a period of not less than three years.

(i) All Coverage. No policy required by the terms of this Contract shall be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice from the Consultant to the City by certified mail, return receipt requested.

(j) Acceptability of Insurers. Unless specifically approved in writing in advance by the City, all insurance must be placed with insurers with a Best's rating of no less than A-, VII. All insurers must be licensed to do business in the State of Illinois.

5.5 Verification of Coverage. The Consultant must furnish the City with certificates of insurance naming the City and its officials, employees, agents, and representatives as additional insureds and with original endorsements affecting coverage required by this Article 5. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and in any event must be received and approved by the City before any work commences. Other additional-insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the ISO Additional Insured Endorsements CG 2010 or CG 2026. Upon fourteen (14) days written request by the City, Protiviti shall provide redacted copies of its insurance policies required by this Contract.

5.6 Sub-Consultants and Suppliers. The Consultant must include all sub-consultants as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors are subject to all of the requirements stated in this Article 5, except its professional liability policy.

ARTICLE 6. INDEMNIFICATION

6.1 Agreement to Indemnify. To the fullest extent permitted by law, the parties hereby agree to defend, and shall indemnify the other, their officials, employees, agents, and representatives (collectively the “*Indemnified Parties*”) against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses (collectively “*Claims*”) asserted by any third party against the Indemnified Parties or any one of them that may in any way arise, in whole or in part, from, out of, or in consequence of a negligent act, omission, or error of the other party or its employees or sub-consultants.

6.2 Notice of Claim to Consultant. The City must provide notice of a Claim to the Consultant within 10 business days after the City acquires knowledge of that Claim.

6.3 No Limit Based on Insurance. The Consultant expressly acknowledges and agrees that any performance bond or insurance policy required by this Contract, or otherwise provided by the Consultant, will in no way limit the responsibility to indemnify and defend the Indemnified Parties or any one of them.

6.4 Withholding Payment. To the extent that any payment is due to the Consultant under this Contract, following the filing of a claim, suit, or entry of a judgment the City may withhold that payment to protect itself against any loss until all claims, suits, or judgments have been settled or discharged and evidence to that effect has been furnished to the satisfaction of the City.

6.5 Limit on Duty to Indemnify. The Consultant is not required to indemnify an Indemnified Party to the extent a Claim resulted primarily from the negligence or willful misconduct of the Indemnified Party.

ARTICLE 7. INFORMAL DISPUTE RESOLUTION

7.1 Dispute Resolution Panel. Any dispute between the City and the Consultant related to this Contract will be submitted to a dispute resolution panel comprised of two representatives

of each Party who have been given the authority to agree to a resolution of the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. If the panel has failed to convene within two weeks after the request of either Party, or is unable to resolve the dispute within 30 days, then either Party may exercise any other rights it has under this Contract.

7.2 Communications in Nature of Settlement. All communications between the Parties in connection with the attempted resolution of a dispute will be confidential and will be deemed to have been delivered in furtherance of dispute settlement and thus will be exempt from discovery and production, and will not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial, or other proceeding for the resolution of the dispute.

7.3 Performance of Services. During the dispute resolution process, the Consultant must proceed diligently with the performance of Services.

ARTICLE 8. TERMINATION

8.1 Contract is At-Will. This Contract is at-will and may be terminated by the City at any time at the City's convenience, without reason or cause. If the City terminates this Contract without reason or cause, then the Consultant will be entitled to Compensation for all Services performed by the Consultant up to the date of termination. The Consultant is not entitled to compensation of any kind, including without limitation for lost profit, for any Services not performed by the Consultant.

8.2 Termination by City for Breach. The City at any time, by written notice, may terminate this Contract on account of breach by the Consultant and failure of the Consultant to cure the breach within 20 days after that written notice or such further time as the City may agree, in the City's sole discretion, in response to a written notice from the Consultant seeking additional time to cure. "*Breach*" by the Consultant includes (a) failure of the Consultant to adhere to any material terms or conditions of this Contract, (b) failure of the Consultant to properly perform Services, (c) or failure of the Consultant to maintain progress in the performance of Services so as to endanger proper performance of a project within the established schedule, (d) failure of the Consultant to have or maintain adequate financial or legal capacity to properly complete any Services.

8.3 City Remedies. If the City terminates this Contract for Breach by the Consultant, then the City will have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

(a) The City may recover from the Consultant reasonable costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach.

(b) The City may withhold any or all outstanding Compensation to reimburse itself or pay for any and all reasonable costs, including without limitation reasonable attorneys' fees, incurred by the City as the result of any Breach or as a result of actions taken by the City in response to any Breach. In that event, the City will pay any excess funds to the Consultant, if any, after all of the City's costs are reimbursed or paid. If the Compensation withheld by the City is insufficient to reimburse the City for, or pay, all costs, then the City will have the right to recover

directly from the Consultant a sum of money sufficient to reimburse itself, or pay, all remaining costs.

8.4 Termination for Convenience. If, after termination of this Contract by the City for breach, it is determined that the Consultant was not in breach or that the termination otherwise was irregular or improper, then the termination shall be deemed to have been made for the convenience of the City under Section 8.1 of this Contract.

8.5 Termination by Consultant for Breach. The Consultant may at any time, by written notice, terminate this Contract on account of failure by the City to properly pay the Consultant and failure of the City to cure the breach within 10 days after that written notice or such further time as the Consultant may agree, in the Consultant's sole discretion, in response to a written notice from the City seeking additional time to cure.

ARTICLE 9. LEGAL RELATIONSHIPS AND GENERAL REQUIREMENTS

9.1 Consultant as Independent Consultant. For purposes of this Contract, the Consultant is an independent consultant and is not, and may not be construed or deemed to be an employee, agent, or joint venturer of the City. Personnel assigned by the Consultant to perform work under this Contract are employees of the Consultant and shall not be deemed employees of the City.

9.2 Compliance with Laws; Communications with Regulators. The Consultant must comply with all statutes, ordinances, codes, and regulations applicable to the Services. Except to the extent expressly set forth in this Contract, the Consultant may not communicate directly with applicable governmental regulatory agencies with regard to Services without prior express authorization from the City. Unless otherwise required by law or regulation, the Consultant must direct inquiries from governmental regulatory agencies to the City for appropriate response.

9.3 Consultant Payments; Waivers of Liens. The Consultant must pay promptly for all services, labor, materials, and equipment used or employed by the Consultant in the performance of any Services and must not cause any materials, equipment, structures, buildings, premises, and property of the City to be impressed with any mechanic's lien or other liens. The Consultant, if requested, must provide the City with reasonable evidence that all services, labor, materials, and equipment have been paid in full and with waivers of lien as appropriate.

9.4 Permits and Licenses. The Consultant must obtain and pay for all permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with the Consultant's performance of Services.

9.5 Safety; Hazardous Materials.

(a) Notice of Hazardous Conditions. If the Consultant observes a potentially hazardous condition relating to the Services, the Consultant must bring that condition to the attention of the City.

9.6 Intellectual Property. The Consultant may not infringe on any intellectual property (including but not limited to patents, trademarks, or copyrights) (collectively “*Intellectual Property*”) in the performance of Services. If ever the Consultant is alleged to have infringed on any Intellectual Property, then, in addition to the Consultant’s obligations to indemnify Indemnified Parties under this Contract, the Consultant also, at the sole discretion of the City and at the Consultant’s sole expense (a) procure for the City the right to continue using the infringing subject matter, or (b) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of this Contract, or (c) reimburse the City for all payments made to the Consultant relating to or impacted by the infringing material and all costs incurred by City resulting from such infringement.

9.7 Confidential Information. All information and data disclosed by the City and developed or obtained under this Contract must be treated by the Consultant as proprietary and confidential information (“*Confidential Information*”). The Consultant must not disclose Confidential Information without the City’s prior written consent. No person may use Confidential Information for any purpose other than for the proper performance of Services. The obligations under this Section 9.7 does not apply to Confidential Information that is (i) in the public domain without breach of this Contract, (ii) developed by the Consultant independently from this Contract, (iii) received by the Consultant on a non-confidential basis from others who had a right to disclose the information, or (iv) required by law to be disclosed, but only after prior written notice has been received by City and City has had a reasonable opportunity to protect disclosure of the Confidential Information. The Consultant must ensure that the foregoing obligations of confidentiality and use extend to and bind the Consultant’s sub-consultants and suppliers.

9.8 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Contract (collectively “*Data*”), other than the Consultant’s confidential information and Consultant’s pre-existing intellectual property, will be and remain the sole property of the City. The Consultant must promptly deliver all Data to the City at the City’s request. The Consultant is responsible for the care and protection of the Data until that delivery. The Consultant may retain one copy of the Data for the Consultant’s records subject to the Consultant’s continued compliance with the provisions of this Article.

9.9 Copyrights and Patents. The Consultant agrees not to assert, or to allow persons performing under the Consultant’s control to assert, any rights to Data or establish any claim under design, patent, or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced as part of Services has been specifically commissioned by the City and is considered “work for hire,” and that all copyrightable and other proprietary rights in that Data will vest solely in the City. Further, the Consultant agrees that all rights under copyright and patent laws under this Contract belong to the City. The Consultant hereby assigns any and all rights, title, and interests under copyright, trademark, and patent law to the City and agrees to assist the City in perfecting the same at the City’s expense.

9.10 Supervision. Consultant shall provide to the City the personnel described in the Statement of Work (“*Personnel*”). The City shall provide day-to-day supervision, oversight and direction of the Personnel. Personnel shall report directly and exclusively to the City, and the City shall be solely responsible for reviewing and approving any and all work performed by Personnel. Personnel shall observe the City’s reasonable policies regarding working conditions and business

hours, to the extent such policies are made known to Personnel; provided that Consultant's sole responsibility for the refusal of any Personnel to observe such policies shall be to furnish the City with replacement Personnel who agree to observe such policies.

If, for any reason, any Personnel is unable to complete the service period, or if his (her) performance does not meet the City's expectations, Consultant will endeavor to provide a suitable replacement, subject to the City's approval. If Consultant is unable to identify a replacement acceptable to the City, this Contract will be deemed to have automatically ended with respect to that individual, except that the City shall remain liable to Consultant for Services of such Personnel prior to his/her termination.

9.11 Job Limitations. The City shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to use computers, software or network equipment owned or licensed by the Personnel, or (vi) to operate machinery (other than office machines) or automotive equipment. Since Consultant is not a professional accounting firm, the City agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Consultant or on the City's behalf regarding financial statements, (b) to sign the name of Consultant on any document or (c) to sign their own names on financial statements or tax returns. The City agrees that it will provide safe working conditions.

9.12 Compensation. For Personnel, legally required overtime (federal law requires in excess of 40 hours a week, state law varies) will be billed at one and one half (1½) times the normal billing rate.

9.13 Notices. Any notice or communication required by this Contract will be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid, with the U.S. Postal Service and addressed as follows:

If to the City:
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014
Attn: City Manager
Attn: Director of Information Technology

with a copy to:

Attn: _____

If to the Consultant:
Protiviti Government Services
1737 King Street Suite 320
Alexandria, VA 22314
Attn: Josh Britt

with a copy to:

Attn: _____

or to such other address as the party to whom notice is to be given has furnished in writing.

9.14 No Waiver by City. No act, order, approval, acceptance, or payment by the City, nor any delay by the City in exercising any right under this Contract, will constitute or be deemed

to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming, or incomplete Services or operate to waive any requirement or provision of this Contract or any remedy, power, or right of the City.

9.15 No Third-Party Beneficiaries. This Contract is for the benefit of the City and the Consultant only and there can be no valid claim made or held against the City or the Consultant by any third party to be a beneficiary under this Contract.

9.16 Survival of Terms. The following sections will survive the termination of this Contract: 2.7, 3.2, 6.1, 8.4, 9.7, 9.8, and 9.9.

9.17 Assignments. The Consultant may not assign or transfer any term, obligation, right, or other aspect of this Contract without the prior express written consent of the City. If any aspect of this Contract is assigned or transferred, then the Consultant will remain responsible to the City for the proper performance of the Consultant's obligations under this Contract. The terms and conditions of any agreement by the Consultant to assign or transfer this Contract must include terms requiring the assignee or transferee to fully comply with this Contract unless otherwise authorized in writing by the City.

9.18 Amendments. This Contract may be amended only in writing executed by the City and the Consultant.

9.19 Governing Law. The validity, construction, and performance of this Contract and all disputes between the parties arising out of or related to this Contract will be governed by the laws of the State of Illinois without regard to choice or conflict of law rules or regulations.

9.20 Compliance with Laws, Grant Regulations. All Services must be provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. The Consultant also must comply with applicable conditions of any federal, state, or local grant received by the City with respect to this Contract. The Consultant will be solely responsible for any fines or penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of the Consultant's improper performance of, or failure to properly perform, any Services.

9.21 Representation of No Conflicts. The Consultant represents that to its knowledge (1) no City employee or agent is interested in the business of the Consultant or this Contract, (2) as of the Effective Date neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract, and (3) neither the Consultant nor any person employed by or associated with the Consultant may at any time during the Term obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

9.22 No Collusion. The Consultant represents that the Consultant is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is properly contesting its liability for the tax or the amount of the tax or (2) a violation of either Section 33E-

3 or Section 33E-4 or Article 33E of the Criminal Code of 1961, 720 ILCS 5/22E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the City prior to the execution of this Contract and that this Contract is made without collusion with any other person, firm, or corporation.

WHEREFORE, the City and the Consultant have caused this Contract to be executed by their duly authorized representatives as of the Effective Date.

CITY OF CRYSTAL LAKE

PROTIVITI GOVERNMENT SERVICES

By: _____

By: _____

Name: Eric Helm

Name: _____

Title: City Manager

Title: _____

Draft

ATTACHMENT A

City of Crystal Lake
IT Managed Services
1/22/2024

For additional inquiries, please contact:

Name: Josh Britt

Title: Managing Vice President

Address: 1737 King Street, Suite 320, Alexandria, VA 22314

Phone: 703.299.3444

Email: josh.britt@protiviti.com

Draft

January 22nd, 2024

City of Crystal Lake
100 W Woodstock Street
Crystal Lake, IL 60014

Attention: Steve Weishaar

Dear Steve,

Protiviti Government Services, Inc. is proud to submit this proposal for IT Managed Services. We are the public sector practice of Robert Half, Inc., which is the oldest and largest specialized talent solutions firm, and Protiviti Inc., a global consulting firm. Our proposal details how selecting Protiviti Government Services to be your trusted ally unlocks your full potential to better serve your constituents by gaining access to our large network of in-demand candidates for contract roles and quickly match to professionals who have the right skills and public sector experience you need.

Protiviti Government Services thanks the City of Crystal Lake for this opportunity to submit our proposal for the IT Managed Services. Please accept this proposal in response to Request For Proposal IT Managed Services.

Our quote remains valid for a period of 120 days from submission.

Sincerely,

A handwritten signature in black ink, appearing to read 'JB', is positioned to the left of the name and title.

Josh Britt
Managing Vice President

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Draft

General Company Information

Founded in 1948, Robert Half pioneered the idea of professional talent solutions to connect opportunities at great companies with highly skilled job seekers. As business needs changed, we evolved to offer specialized talent solutions for finance and accounting, technology, administrative and customer support, creative and marketing, and legal fields. In the early 2000's, we introduced our subsidiary, Protiviti, a global independent risk consulting and internal audit services, to support clients as they faced more strategic business challenges. Protiviti Government Services, Inc., was established as the firm's government practice, dedicated to providing staffing and consulting services to public sector clients across the United States.

Backed by over two decades in government workforce solutions, we provide cost-effective, customized talent and consulting solutions to meet the needs of federal-, state-, local-government, and education clients. Our expertise lies in supplying just-in-time professionals for specialized needs in distinct markets. Our unique blend of a high-touch, people-led process with technology enablement gives you the best of both worlds and allows us to deliver superior customer service, local market intelligence, and most importantly, deploy the right resources for your needs – fast.

Through our network of 250 branch offices located throughout the US, we'll help you find the local contract and project teams you need to expand your organizations' capabilities whenever and wherever you need them. Need to expand your search to find the right talent? Not a problem. Through our vast network, we can include talent options available in hybrid and remote capacities to pinpoint the talent possessing the skills and experience you need right now.

Today, we service 38 state governments, over 1,000 local government, education, and municipal entities, and numerous federal agencies. We are the fusion of Robert Half and Protiviti's strengths. Seamlessly integrating our staffing and consulting services under one roof fosters a stronger partnership with our government clients, leading to more effective problem-solving, a higher level of customer satisfaction, and a holistic approach to project management – all at a reduced cost.

We've been selected by Forbes as #1 in the categories of "America's Best Professional Recruiting Firms", "America's Best Temporary Staffing Firms", and "America's Best Executive Recruiting Firms" for 2023. We are the first company to ever rank first in all three categories.



By selecting Protiviti Government Services to provide staffing services, your agency a competitive advantage because:

We're highly specialized. Our key personnel conducting your search have worked in the professional areas they service that qualifies them to evaluate candidates. Because we understand the assignment and the skills it requires, we're better able to assess talent and identify the most skilled candidates available.

Our candidate pool is larger and deeper. 30 million+ job seekers in our industry-leading database, which provides us with a broader range of skilled candidates from which to select.

Our evaluation process is more thorough. The candidates we present will have the skills and experience you need. Our key personnel understand your business environment. Our candidate interviews are more focused. Our questions dig deeper. And we evaluate candidates more accurately.

AI Recommended Talent. Recruiting is a very time-consuming effort with a lot of moving parts. Our proprietary AI quickly shortlists candidates with the greatest likelihood to succeed.

We are committed to making professional development opportunities available to all our employees. Our comprehensive online training program provides an impressive array of courses, books, job aids, skill-briefs, and simulations that meet the training needs of business professionals. The benefits of this program include free access to:

- Over 5,000 online training courses with customized learning paths and online mentors.
- An additional 5,000 courses in 14 languages.
- More than 64,000 searchable books, audio books, and summaries from over 240 publishers.
- Over 400 courses provide CPE units certified by NASBA (National Association of State Boards of Accountancy).
- 250 courses offer Professional Development Units (PDU) from the Project Management Institute (PMI).
- Exam preparation and courses for 175 certifications, including Microsoft®, Oracle®, Cisco® and other technology leaders.
- Industry white papers and technical quick reference guides.
- Career and management resources.

Our local offices also provide continuing education seminars for our contractors. These are available at no cost and frequently qualify for certification credits.

How We Attract Talent

Our aim is to unite exceptional organizations with specialized talent, fostering thriving operations and rewarding work. A cornerstone of this mission involves attracting highly skilled professionals through tailored strategies emphasizing visibility, reputation, and engagement. With a network spanning 250 U.S.-based offices and access to over 26 million active job seekers, our teams employ a range of proven methods to captivate top-tier talent:

Targeted Talent Acquisition Strategies:

Our approach focuses on precisely delivering the expertise you need by:

- **Specialized Staffing:** Specializing in specific industries and niches allows our teams to develop expertise and credibility in those areas. Working with recruiters who are specialized in areas that match their skillsets is the highest-ranked criteria job seekers have when evaluating firms to partner with on their job search.
- **Strategic Partnerships:** Leveraging relationships with educational institutions and associations to access emerging talent pools relevant to your contract needs.
- **Maximized Visibility:** Utilizing an extensive online presence to actively engage top-tier professionals specifically interested in contributing to public sector initiatives.

Enhanced Candidate Engagement:

Our dedication to an exceptional candidate experience translates into:

- **Higher Quality Talent:** Attracting and retaining top talent by providing transparent communication, showcasing the value of the contract roles, and offering a seamless recruitment experience.
- **Faster Turnaround:** Reducing time-to-hire through streamlined processes that ensure swift, yet comprehensive, selection of the most suitable candidates for your projects.
- **Tailored Engagement:** We engage candidates through personalized messages, responding promptly to inquiries, and provide a human touch to interactions. Our competitors rely too heavily on technology to recruit and miss the mark on truly connecting with job seekers.

Public Sector Expertise:

Our track record of successful placements in the public sector is critical to overcoming the challenge public sector agencies have with attracting top talent by:

- **Past Performance:** We placed 25,000 contractors with similar agencies last year which we leverage insights from to highlight the benefits of working in the public sector.
- **Value of Public Service:** We share the mission and impact of public service, the work-life balance that come with regular working hours, and the job security and stability compared to private sector jobs; all of which are important to candidates but often overlooked in the recruitment process.

Commitment to Diversity and Inclusion:

Our dedication to diversity brings tangible benefits to your organization:

- **Enhanced Performance:** Embracing diverse perspectives fosters innovation, problem-solving, and creativity, resulting in more effective and impactful project outcomes.
- **Positive Organizational Image:** Demonstrating a commitment to equity and inclusion strengthens our organization's reputation as an employer of choice, attracting top talent from varied backgrounds.

How We Match Talent

Innovative hiring solutions at your fingertips. Professional recruiters at your side. At Protiviti Government Services, we bring technology and people together to help you find talent and solve your business challenges faster. Every client's needs are different. To meet yours, we bring a personalized approach and get to know your workplace, staying close to your evolving business requirements, and adapting as needed. Just tell us your business needs and our team will find you the best available talent.

Contract Talent Network

Expand your capabilities whenever and wherever by tapping into our vast and talented pool of skilled professionals, allowing you to:

- **Tailored Talent:** Critical open position? Short- or long-term project? Annual workload surge? We'll customize a contract talent solution for any situation or setting – on-site, remote, or hybrid.
- **Pinpoint Prime Candidates:** No random lists here. By combining our contract talent expertise, exclusive database, and customized AI, we identify top candidates quickly so they can start working for you sooner.
- **Find Specific Skills:** Access our proprietary database of 30 million candidates to identify the talent with the skills and experience you need right now.

Leveraging Technology

Combining a personalized, specialized approach, deep industry knowledge, and proprietary AI to give you access to the best local in-person, hybrid, and remote talent.

- **Shortlists:** Our integrated system quickly shortlists candidates with the greatest likelihood of succeeding in the role.
- **Using Unique Data to Us:** Candidates are identified based on profile match to the most important skills needed in the role, a candidate's job search signals, and their interactions with our recruiters.
- **Proven Results:** This data-driven process has resulted in tens of thousands of highly successful placements.

There's one goal for our AI-driven candidate recommendations: to quickly identify candidates most likely to succeed using 3 unique performance indicators:

- **The first is profile match,** comparing candidate profiles to the job requirements and to the profiles of our placed and most successful candidates.
- **The second is job search signals,** measuring recent candidate engagement and candidate-initiated activity signals, such as profile updates and job applies.
- **The third is recruiter interactions,** incorporating learnings from our interactions with the candidate, prior placement data, performance evaluation, and pre-placement vetting activities such as interviews.

Mobile App

We quickly match your organization to skilled professionals.

- **Deliver real-time job recommendations** to candidates fast, via email, our website, or the mobile app.
- **Built-in features** that help candidates stay active in the workforce and gain more control over the opportunities they are presented with.
- **Push notifications** based on individual preferences and skills, anticipation of needs, and recommendations for their next job instantly.

Enhanced Candidate Matching and Placement:
Utilizing this proprietary information enables us to:

- **Precision Matching:** Leverage historical performance metrics to identify and match candidates based not just on skills but also on demonstrated success in similar roles.
- **Risk Mitigation:** Forecast performance based on past achievements, reducing the risk of mismatches and enhancing the likelihood of successful placements.
- **Pre-Screen:** Combine feedback we receive from our contractor and our quality assurance reviews from their previous projects with an in-depth screening of your job requirements to ensure that selected candidates are the best matches.

Our account management methodology is meticulously designed to not only fulfill but surpass your staffing needs. We aim to be a strategic partner, dedicated to driving your organization's success through tailored and exceptional staffing solutions. Two areas we want to make sure you have dedicated support for are task order fulfillment and compliance assurance. To accomplish this, we assign a Vice President from our public sector practice and the Branch Director from our local field office to serve as your account management team. The Branch Director is responsible for the day-to-day servicing of your account, handling any issue or concern your staff members may have.

Our account management methodology includes:

Dedicated Relationship Managers: Upon engagement, your organization will be assigned a dedicated account manager. This manager serves as your primary point of contact, working closely with your team to understand your staffing needs comprehensively.

This personalized approach ensures streamlined communication, quick issue resolution, and a deep understanding of your evolving requirements.

Strategic Needs Assessment: We conduct a thorough analysis of your organization's current and future staffing needs, aligning our understanding with your objectives and challenges.

By comprehensively grasping your requirements, we ensure that our staffing solutions directly address your unique demands, leading to efficient and effective placements.

Customized Staffing Strategies: Leveraging insights gained from our assessment, we design custom staffing strategies. Whether it's permanent, temporary, or contract staff required, our solutions are tailored to fit your specific needs.

You receive staffing solutions that are flexible, scalable, and precisely aligned with your organizational goals, ensuring workforce efficiency and adaptability.

Proactive Candidate Vetting: We employ a meticulous vetting process to source, screen, and select candidates. Our proactive approach ensures that only the most qualified individuals, meeting your criteria, are presented for consideration.

Your organization gains access to a curated pool of top-tier talent, reducing recruitment timelines and securing high-caliber professionals that fit seamlessly into your team.

Continuous Performance Evaluation: Post-placement, we conduct regular performance evaluations to ensure candidate satisfaction and continued alignment with your organizational objectives.

This proactive approach guarantees sustained quality and performance, providing you peace of mind in the longevity of our placements.

Responsive and Agile Support: Our team remains responsive to your changing needs, offering agile support throughout the engagement. Whether it's urgent staffing needs or strategic adjustments, we ensure prompt and effective responses.

Your organization benefits from a partner that can swiftly adapt to your evolving requirements, ensuring seamless operations and sustained productivity.

Our services are designed to match the City's needs with the best available talent in the marketplace. We offer two models for service delivery. The first is traditional staffing, where we have individuals who are currently looking for work and meet the skillsets required for your positions. The second is staff members that we hire on full-time as part of our Full-Time Engagement Professionals team, that have highly sought after IT skillsets, and bring a variety of experiences to your team.

In both scenarios, we work with your managers to identify what is important to fulfill the roles and we provide candidates that you can screen and select for the position. Our staff are provided on a time & materials basis, billed hourly, and work under the City's supervision.

Security

- 1) Our preference is for our client's data to remain in their environment and so we complete our tasks inside of your environment to improve security. Our staff will be working on-site, using Crystal Lake equipment, and we will adhere to your security protocols.
- 2) Our contractors and our firm can agree to confidentiality agreements with the City of Crystal Lake and will work with you to uphold to the standards. For all employees that require HIPAA compliance, we have training and methodologies we provide to employees for compliance.
- 3) We have a current ISO 27001 and can produce SOC Type 2 reports.
- 4) We are happy to provide this information as we are highly experienced with ISO, NIST, and CALEA standards. Our Security & Privacy team works with Fortune 1000 companies and public sector clients with service offerings from beginning to end. We do workshops, data discovery and architecture reviews, internal audit support, readiness assessments, Cyber PMO support, policy procedure and remediation, and implementation and managed service solutions.
- 5) We understand that when supporting government agencies, emergency services have a high priority given the importance of their services. Since we are providing contractor staff under the supervision of Crystal Lake, we would adhere to your protocols and prioritization of tasks that our staff are working on.

Service Levels

- 1) We provide contractors on a Time & Materials basis and as is consistent with temporary staffing placements, we would be using Crystal Lake's computing environment to complete our work.
- 2) As a firm, we use ServiceNow. We would be using Crystal Lake's trouble ticket system to complete our tasks.
- 3) Our temporary staff will be working the hours requested by Crystal Lake managers and will be available to complete the duties of their position during those hours.
- 4) Our staff that we provide come with a variety of backgrounds and experiences. We can tailor our recruitment searches to find specific skillsets that are required to complete the assignment.
- 5) We provide contractors on a Time & Materials basis and as is consistent with temporary staffing placements, we would be using Crystal Lake's computing environment to complete our work and will host all data on Crystal Lake servers. Our staff will not possess any data from Crystal Lake.
- 6) Our staff that we provide come with a variety of backgrounds and experiences. We can tailor our recruitment searches to find specific skillsets and resources that are familiar with working in SCADA environments.
- 7) Not applicable for our services we are offering.
- 8) Not applicable for our services we are offering.
- 9) Not applicable for our services we are offering.
- 10) If at any time our contractors are unavailable, we ask that they let their staffing manager know and we will notify the designated point of contact from Crystal Lake. In cases where an alternative contractor is needed, we will arrange for that with the manager at that time.
- 11) Not applicable for our services we are offering.
- 12) Not applicable for our services we are offering.
- 13) We have had more robust contracts that leverage our thought leadership from Protiviti's Technology Consultants. As part of our services here, we are providing temporary employees who work under the direction of Crystal Lake staff members.
- 14) Not applicable for our services we are offering.
- 15) Not applicable for our services we are offering.

Sample Contract

Notwithstanding any statement within the RFP for IT Managed Services, Protiviti Government Services, Inc.'s proposal is contingent upon entering into discussions with the City of Crystal Lake to negotiate mutually agreeable contract terms substantially similar to those set forth in the proposal and reflecting the scope of work negotiated as a result of this Invitation for Bid and/or BAFO. Protiviti looks forward to such discussions and successfully negotiating a mutually agreeable contract with Crystal Lake for the provision of the services.

Draft

41. PRICING SHEET: Pricing should be all-inclusive and presented as a not-to-exceed amount.

Company Name: Protiviti Government Services

Company Address: 1737 King St Suite 320

City, State, Zip Code: Alexandria VA 22314

Contact Person: Josh Britt

Contract Person Phone / E-Mail: 571.282.7067 josh.britt@protiviti.com

Proposals for: IT Managed Services Services, per the specifications identified herein.

Item:	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate	Extension Year 4 Hourly Rate	Extension Year 5 Hourly Rate
Help Desk Support (40 hours per week on-site)	\$ 55.00	\$ 55.00	\$ 56.00	\$ 57.00	\$ 58.00
IT Support Specialist (40 hours per week on-site, on-call)	\$ 65.00	\$ 65.00	\$ 66.00	\$ 67.00	\$ 68.00
Network Administrator (40 hours per week on-site, on-call)	\$ 75.00	\$ 75.00	\$ 76.00	\$ 77.00	\$ 78.00

- **Proposals must be submitted no later than Submission Deadline as set forth in the RFP.**
- No consideration will be given to Proposals received after the Submission Deadline.

The signing and submission of this proposal shall indicate commitment by the consultant to adhere to the provisions described in this RFP, including any addenda. Signing the Proposal indicates the consultant's complete understanding, accuracy, and agreement of their response. The submitted proposal and any and all addenda shall be considered part of the final contract/agreement. An authorized representative of the consultant must sign below.

Signature:  _____

Date: 1/22/24

Printed Name: Josh Britt

Title: Managing Vice President

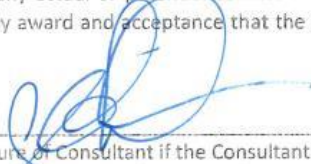
Below are rates for our Full-time Engagement Professionals

Item	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate	Extension Year 4 Rate	Extension Year 5 Rate
IT Support Specialist (40 hours per week on-site, on-call)	\$73.00	\$73.00	\$71.00	\$75.00	\$76.00
Network Administrator (40 hours per week on-site, on-call)	\$88.00	\$88.00	\$89.00	\$90.00	\$91.00

39. CONFLICT OF INTEREST

Protiviti Government Services, on behalf of the consultant making this proposal, hereby certifies that consultant has conducted an investigation into whether an actual or potential conflict of interest exists between the consultant, its owners and employees and any official or employee of the City identified herein.

Consultant further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if consultant has not disclosed any actual or potential conflict of interest, the City may disqualify the proposal or the City may void any award and acceptance that the City has made prior to discovery of said undisclosed conflict.



(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 20 day of January, 2024.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Kimberly Sager, Notary Public
York County
My commission expires February 10, 2027
Commission number 1431866
Member, Pennsylvania Association of Notaries


38. ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

John Owen, hereby certifies that he/she is
(Name)

Officer of Protiviti Government Services Inc
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The party making the foregoing proposal or bid (a "bid"), that such bid is genuine and not collusive, or sham; that said consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any consultant or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other consultant, or to secure any advantage against any other consultant or any person interested in the proposed agreement.


The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.



(Signature of Consultant if the Consultant is an individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 20 day of January, 2024.



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Kimberly Sager, Notary Public
York County
My commission expires February 10, 2027
Commission number 1431866
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37. DISQUALIFICATION OF CERTAIN INDIVIDUALS OR FIRMS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION: No person or business entity shall be awarded an agreement or sub-agreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- (A) has been convicted of an act committed, within the State of Illinois (or any state or the United States), of bribery or attempting to bribe an officer or employee of the State of Illinois (or any state or the United States) in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois (or any state or the United States);
- (D) has been convicted of an act committed, within the State of Illinois (or any state or the United States) of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq., under the laws of the State of Illinois (or any state or the United States);
- (E) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois (or any state or the United States);
- (F) has made an admission of guilt of such conduct as set forth in subsection (A) through (E) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (G) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business. By signing this document, the consultant hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 20 day of January, 2024.

Commonwealth of Pennsylvania - Notary Seal
Kimberly Sager, Notary Public
York County
My commission expires February 10, 2027
Commission number 1431866
Member, Pennsylvania Association of Notaries

Notary Public

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

40. TAX COMPLIANCE AFFIDAVIT

John Owen, hereby certifies that he/she is
(Name)

Officer of Protiviti Government Services
(Partner, Officer, Owner, Etc.) (Consultant Firm)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the City to recover all amounts paid to the individual or entity under the agreement in civil action.

[Signature]
(Signature of Consultant if the Consultant is an Individual)
(Signature of Partner if the Consultant is a Partnership)
(Signature of Officer if the Consultant is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 20 day of February, 2024.

[Signature]
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Kimberly Sager, Notary Public
York County
My commission expires February 10, 2027
Commission number 1431866
Member, Pennsylvania Association of Notaries

ATTACHMENT B

SERVICES CHANGE ORDER

In accordance with Section 4.1 of the Contract dated _____, 20____ between the City of Crystal Lake (the “City”) and _____ (the “Consultant”), the Parties agree to the following Services Change Order:

1. Change in Contracted Services:

2. Change in Project Schedule (attach schedule if appropriate):

3. Change in Project Completion Date:

All Contracted Services must be completed on or before _____, 20____.

4. Change in Compensation:

5. Change in Project Specific Pricing (if applicable).

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED

CITY

CONSULTANT

Signature
Title: _____

Signature

Name (printed or typed)

_____, 20____
Date

_____, 20____
Date

Exhibit A

(Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Name of Contractor	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Name of Insurance Company	Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C:	
	INSURER D:	
	INSURER E:	

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	Y Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	Policy Number Inserted	Policy Start Date	Policy Start Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested.)		Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).
 Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
 Member named as cancellation notice recipient.

CERTIFICATE HOLDER Name of Member	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

Exhibit B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="text-align: center; font-size: 2em; opacity: 0.5;">SAMPLE</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



Agenda Item No: 19

City Council Agenda Supplement

Meeting Date:

May 7, 2024

Item:

Selection of Approved Traffic Engineering Consultants

Staff Recommendation:

Motion to adopt a Resolution approving four (4) traffic engineering consultants consisting of Civiltech Engineering, Inc., Gewalt Hamilton Associates, Inc., Hampton, Lenzini and Renwick, Inc., and Sam Schwartz Engineering, DPC to provide traffic engineering services pursuant to Chapter 575 of the City Code

Staff Contact:

Michael P. Magnuson, P.E., Director of Public Works and Engineering

Background:

Chapter 575, Article 1, Sections 1 through 3, outline the process for analyzing traffic impacts from developments. Article 3 defines the procedure for selecting a pool of four (4) approved consultants to perform traffic engineering studies. In order to ensure that the pool is current, and the consultants meet the qualifications of the City, staff periodically issues a Request for Qualifications (RFQ) to evaluate and select four (4) consultants. The approved traffic engineering consultants serve to provide independent, unbiased evaluations of development where traffic studies are required. The last RFQ process completed by the City was in 2018.

The Engineering Division followed the City's Purchasing Policy to solicit qualifications to provide traffic engineering services. Through this process, the City received ten proposals. The proposals were reviewed based on:

- Traffic engineering experience
- Qualifications of the engineering firm's principals and staff engineers to supervise and perform the scope of intended services, including writing Traffic Impact Studies
- Demonstrated experience preparing similar and comparable studies for the City or other public agencies
- Multiple personnel on staff to accomplish the scope of services in a timely manner
- Consultant does not provide engineering services to private developers/owners seeking approvals within the City of Crystal Lake

Staff evaluated the submittals utilizing a two-tiered review. Tier 1 reviewed and ranked the firm's traffic engineering experience and staff qualifications. A short list of five (5) consultants were selected and the second tier review and ranking consisted of an evaluation of their previously prepared studies and reports. The following summarizes the evaluation of the consultants in order of their rank:

FIRM	TIER I REVIEW <i>(Max points = 100)</i>	TIER II REVIEW <i>(Five Firm Short List)</i> <i>(Max points = 30)</i>	TOTAL POINTS
Civiltech Engineering	95	30	125
Hampton, Lenzini and Renwick	95	30	125
Gewalt Hamilton Associates	85	30	115
Sam Schwartz Engineering	75	30	105
Thomas Engineering	70	20	90
Iteris	65		
Bollinger Lach & Associates	60		
Mead & Hunt	55		
Baxter & Woodman	50		
Lochmueller	47		

Based on the proposals received, the City's evaluation criteria, and the detailed review by staff, it is the recommendation of staff that the four approved traffic engineering consultants consist of:

- 1) Civiltech Engineering, Inc.
- 2) Hampton, Lenzini and Renwick, Inc.
- 3) Gewalt Hamilton Associates, Inc.
- 4) Sam Schwartz Engineering, DPC

Votes Required to Pass:

Simple majority



RESOLUTION

WHEREAS, the CITY shall have up to four qualified traffic engineering consultants pursuant to Chapter 575, of the City Code; and

WHEREAS, a request for qualifications was publically solicited and the submittals of ten (10) traffic engineering firms reviewed in accordance with Chapter 575, Article 1, Section 3 of the City Code; and

WHEREAS, the review resulted in a recommendation that the City's approved traffic engineering consultant list consist of Civiltech Engineering, Inc., Gewalt Hamilton Associates, Inc., Hampton, Lenzini and Renwick, Inc., and Sam Schwartz Engineering, DPC.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute individual agreements between the CITY OF CRYSTAL LAKE and the firms of Civiltech Engineering, Inc., Gewalt Hamilton Associates, Inc., Hampton, Lenzini and Renwick, Inc., and Sam Schwartz Engineering, DPC for traffic engineering studies as required by Chapter 575, Article 1 of the City Code.

BE IT FURTHER RESOLVED that the selected consultants shall remain on the approved list of consultants for a term of six (6) years unless terminated pursuant to Chapter 575, Article 1, Section 3.

BE IT FURTHER RESOLVED that the selected consultants hourly rates shall increase annually by 3% each year.

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024

Draft



Agenda Item No: 20

City Council Agenda Supplement

Meeting Date:

May 7, 2024

Item:

Bid Award – Rock Salt for Snow and Ice Control

Staff Recommendation:

Motion to award the bid for the purchase and delivery of rock salt for snow and ice control to the lowest responsive and responsible bidder, Morton Salt, Inc., and adopt a Resolution authorizing the City Manager to execute a one-year contract with Morton Salt, Inc. for the 2024/2025 winter season at the bid unit prices with an optional one-year extension in the bid unit prices

Staff Contact:

Michael Magnuson, P.E., Director of Public Works and Engineering

Background:

Rock salt is purchased annually as an essential element of snow removal and ice control operations.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI), where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. This year, the McHenry County Municipal Partnering Initiative worked with the Lake County Division of Transportation to issue a joint bid for a large number of municipalities and townships in northeastern Illinois.

Lake County advertised for bids in accordance with the applicable statutes and opened bids on April 16, 2024. Crystal Lake requested a per ton bid price for 4,900 tons of bulk rock salt. The contract requires a minimum purchase of at least 80% of the bid quantity and guarantees the price for up to 120% of the bid quantity. The bid results are listed below:

Quantity	√ Morton Salt, Inc.	Compass Minerals America, Inc.
80% - 120% of 4,900 tons	\$91.31 /ton	\$ 93.48/ton
120% - 150% of 4,900 tons	\$101.31/ton	\$ 103.48/ton
Early Delivery Price	\$91.31/ton	\$ 93.48/ton

√Indicates lowest responsive and responsible bidder

The City has allocated \$240,000.00 for road salt in the Fiscal Year 2024B budget. Staff anticipates a similar quantity (4,900 tons) for FY 2025.

Rock salt is a commodity and is subject to price fluctuations based on market demand, supply, and delivery costs. The most recent contract price per ton was \$86.96. The unit price shall remain fixed for the first year of the contract. The optional year pricing per ton for salt under this contract may increase by up to 5%. Changes in the optional year contract price, if increased, shall be made in the amount of the actual change in Supplier cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category 'All Items', whichever is less.

Recommendation:

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the “lowest responsive and responsible bidder.” The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City’s award.

City staff have reviewed the bid documents and bids solicited by Lake County. It is the recommendation of the Public Works Department to participate in the McHenry County Municipal Partnering Initiative/Lake County Division of Transportation bid for rock salt and to execute a one-year contract with Morton Salt, Inc. for the 2024/2025 winter season at the bid unit prices with an optional one-year extension at the bid unit prices allowing for a price increase of up to 5% per ton.

The City has previously worked with Morton Salt, Inc. and has been satisfied with their services. Rock salt is a necessary annual purchase that is part of snow removal and ice control operations and funds for this purchase are budgeted each fiscal year.

Votes Required to Pass:

Simple Majority



RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE annually purchases bulk rock salt for snow and ice control during the winter months; and

WHEREAS the CITY OF CRYSTAL LAKE participated in the McHenry County Municipal Purchasing Initiative bid that was administered by the Lake County Division of Transportation and received bids for bulk rock salt on April 16, 2024; and

WHEREAS the lowest responsive and responsible bidder was Morton Salt, Inc.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a one-year contract between the CITY OF CRYSTAL LAKE and Morton Salt, Inc. for the purchase and delivery of bulk rock salt in bid unit prices; and

BE IT FURTHER RESOLVED that City Manager is authorized to approve a one-year extension of this contract, with option year pricing in the bid amounts allowing for a price increase of up to five percent pursuant to the amount of the actual change in Supplier cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category 'All Items', whichever is less.

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblan, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024

Draft

	UNIT OF GOVERNMENT	UNITS	QUANTITY		Salt Xchange Inc.	Compass Minerals America, Inc.	Morton Salt, Inc.
McHenry County Townships (continued)							
48	Grafton Township Road District	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 85.28 \$ 95.28 \$ 85.28	\$ 84.97 \$ 94.97 \$ 84.97
49	McHenry Township Road District	TONS	2,000	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 93.26 \$ 93.26 \$ 93.26	\$ 91.09 \$ 101.09 \$ 91.09
McHenry County Communities							
50	Village of Algonquin	TONS	2,200	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 92.05 \$ 102.05 \$ 92.05	\$ 90.81 \$ 100.81 \$ 90.81
51	Village of Cary	TONS	1,500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.81 \$ 96.81 \$ 86.81	\$ 86.48 \$ 96.48 \$ 86.48
52	City of Crystal Lake	TONS	4,900	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 93.48 \$ 103.48 \$ 93.48	\$ 91.31 \$ 101.31 \$ 91.31
53	Village of Fox River Grove	TONS	500	80% - 120% UNIT PRICE 120% - 150% UNIT PRICE EARLY DELIVERY UNIT PRICE	No Bid	\$ 86.39 \$ 96.39 \$ 86.39	\$ 86.07 \$ 96.07 \$ 86.07



LakeCounty
Division of Transportation

Project: 2025 PATROL I MAINTENANCE - ROCK SALT
Description: FURNISH AND DELIVER ROCK SALT

Section: 25-00000-05-GM
CPMS Pin: B-01604
Let Date: 4/16/2024

Summary of Bids Received

Bidder	Address	City, State, Zip	Bond/Check
Salt Xchange Inc.	P.O. Box 95	Eola, IL 60519	Bid Bond
Compass Minerals America, Inc.	9900 W. 109th Street, Suite 100	Overland Park, KS 66210	Bid Bond
Morton Salt, Inc.	444 w. Lake Street, Suite 2900	Chicago, IL 60606	Bid Bond



Agenda Item No: 21

**City Council
Agenda Supplement**

Meeting Date: May 7, 2024

Item: Bid Award - 2024 Crack Sealing, McHenry County Municipal Partnership Initiative (McMPI)

Staff Recommendation: Motion to award the bid for crack sealing to the lowest responsive and responsible bidder, Patriot Pavement Maintenance Inc. and adopt a Resolution authorizing the City Manager to execute a one-year contract with Patriot Pavement Maintenance Inc. in the base bid and alternate bid unit prices, authorize an optional one-year extension in the bid unit prices, and authorize warranted completion date change orders

Staff Contact: Michael P. Magnuson, P.E., Director of Public Works and Engineering

Background: The City employs a variety of pavement preservation practices to extend the service life of the City’s pavements before resurfacing or reconstruction is required. One of these practices is crack sealing. The crack sealing program involves cleaning and filling of larger asphalt pavement cracks on City pavements that are not yet candidates for resurfacing. Crack sealing work will occur during the summer months until early September.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. The City of Crystal Lake collaborated with the Village of Algonquin, Village of Gilberts, Village of Huntley, McHenry County Conservation District, McHenry Township, and the City of Woodstock to solicit bids for crack sealing services. The Village of Huntley conducted this bid for the McMPI. Sealed bids were publicly opened on April 3, 2024. The Base Bid unit pricing for Year 1 and Optional Year 2 is as follows:

Company	Year 1 Price per Lb.	Optional Year 2 Price per Lb.
✓Patriot Pavement Maintenance Inc. Des Plaines, IL	\$1.78	\$1.86
SKC Construction West Dundee, IL	\$1.83	\$1.91

✓ Indicates lowest responsive and responsible bidder

The bid also includes alternate pricing for sweeping with disposal services for crack sealing areas.

Company	Year 1 - Sweeper with Disposal at Municipal Facility Hourly Rate	Optional Year 2 - Sweeper with Disposal Performed by the Contractor Hourly Rate
✓ Patriot Pavement Maintenance Inc. Des Plaines, IL	\$175.00	\$195.00
SKC Construction West Dundee, IL	\$185.00	\$195.00

✓ *Indicates lowest responsive and responsible bidder*

The City has budgeted \$50,000 for this work in Fiscal Year 2024B. The Fiscal Year 2025 budget should be similar. This work will be measured and paid for based on the bid unit prices.

The schedule, budget, and quantities for this work are developed annually based on a review of pavement condition. There may be a need to perform additional work needed at other municipal facilities, including the Three Oaks complex, fire stations, and municipal parking lots, or public streets that cannot be predicted before a multi-year contract is awarded. Therefore, to accommodate potential changes in the scope due to unforeseen circumstances, this contract is being awarded in the bid unit prices.

Recommendation

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the “lowest responsive and responsible bidder.” The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City’s award.

It is the recommendation of City staff to award the contract to the lowest responsive and responsible bidder, Patriot Pavement Maintenance Inc., for crack sealing services for a one-year contract with an optional second year.

The City has previously worked with Patriot Pavement Maintenance Inc. and has been satisfied with their services. Crack sealing is a part of the City’s annual pavement maintenance program and funds for this work are budgeted each fiscal year.

Votes Required to Pass:

Simple majority



RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to contract for pavement crack sealing to extend the service life of the CITY'S pavements; and

WHEREAS, the CITY participates in the McHenry County Municipal Purchasing Initiative (McMPI) with other public agencies to leverage purchasing power; and

WHEREAS, the McMPI conducted a joint public bid for crack sealing services and opened bids publically on April 3, 2024; and

WHEREAS, the lowest responsible and responsive bidder is Patriot Pavement Maintenance, Inc.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a one-year contract between the CITY OF CRYSTAL LAKE and Patriot Pavement Maintenance Inc. for crack sealing services in the base and alternate bid unit prices; and

BE IT FURTHER RESOLVED that City Manager is authorized to approve a one-year extension of this contract, in the optional second year bid unit price amounts; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted completion date change orders relating to the contract.

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024

Draft

BID SUMMARY
MCHENRY COUNTY PARTNERING INITIATIVE 2024 CRACK SEALING PROGRAM JOINT BID
LED BY THE VILLAGE OF HUNTLEY

BID TABULATION BIDS RECEIVED 10:00 A.M. 04/03/2024				Patriot Pavement Maintenance 165 W. Hintz Road Wheeling, IL 60090		SKC Construction 695 Church Road Elgin, IL 60123	
BASE BID				BID BOND: Yes SIGNED BID: Yes BID DOCUMENTS: Yes		BID BOND: Yes SIGNED BID: Yes BID DOCUMENTS: Yes	
ITEM NO.	PAY ITEM	UNIT	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST	UNIT PRICE	ANNUAL COST
1	Base Bid Year 1 (2024): Crack Sealant for Asphalt Pavement Applied	Pounds	133,672	\$ 1.78	\$ 237,936.16	\$ 1.83	\$ 244,619.76
2	Base Bid Year 2 (2025): Crack Sealant for Asphalt Pavement Applied	Pounds	136,672	\$ 1.86	\$ 254,209.92	\$ 1.91	\$ 261,043.52
BID ALTERNATE							
ITEM NO.	PAY ITEM	UNIT	UNIT PRICE		UNIT PRICE		
3	Sweeper with Disposal at Municipal Facility	Per Hour	\$ 175.00		\$ 185.00		
4	Sweeper with Disposal Performed by the Contractor	Per Hour	\$ 195.00		\$ 195.00		



Agenda Item No: 22

**City Council
Agenda Supplement**

Meeting Date:

May 7, 2024

Item:

Bid Award - 2024 Pavement Patching Program, McHenry County Municipal Partnership Initiative (McMPI)

Staff Recommendation:

Motion to award the bid for pavement patching to the lowest responsive and responsible bidder, Chicagoland Paving Contractors, Inc. and adopt a Resolution authorizing the Mayor to execute a one-year contract with Chicagoland Paving Contractors, Inc. in the bid unit prices, authorize an optional one-year extension in the bid unit prices, and authorize warranted completion date change orders

Staff Contact:

Michael P. Magnuson, P.E., Director of Public Works and Engineering

Background:

The City employs a variety of pavement preservation practices to extend the service life of the City's pavements before resurfacing or reconstruction is required. One of these practices is pavement patching. The pavement patching program involves the removal and replacement of sections of asphalt pavement on City pavements that are not yet candidates for resurfacing. The City annually estimates areas that require patching. Pavement patching is accomplished by both in-house crews (smaller patches) and contracted crews (larger patches).

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI), where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows members to combine purchasing power to leverage cost savings. The City collaborated with the Village of Cary, Village of Prairie Grove, and City of Woodstock to solicit bids for pavement patching services. This McMPI bid was conducted by the City of Crystal Lake. Staff followed the City's procurement policies, and advertised the project on QuestCDN, a web-based bid solicitation service, which attracts local and national vendors and contractors. Sealed bids were publicly opened on April 16, 2024. The breakdown of bids is as follows:

Pavement Patching Program (2024 - Year One - Unit Pricing)			✓ Chicagoland Paving Lake Zurich, IL		Schroeder Asphalt Marengo, IL		J.A. Johnson Arlington Heights, IL	
Unit Price Items	Estimated Quantity	Unit	Year 1	Year 1 Bid Totals	Year 1	Year 1 Bid Totals	Year 1	Year 1 Bid Totals
			Class D - 2" - Type I	400	SQ YD	\$30.00	\$12,000.00	\$33.00
Class D - 2" - Type II	800	SQ YD	\$30.00	\$24,000.00	\$33.00	\$26,400.00	\$39.00	\$31,200.00
Class D - 2" - Type III	1000	SQ YD	\$25.00	\$25,000.00	\$29.00	\$29,000.00	\$33.00	\$33,000.00
Class D - 2" - Type IV	1500	SQ YD	\$25.00	\$37,500.00	\$28.00	\$42,000.00	\$30.00	\$45,000.00
Class D - 3" - Type II	50	SQ YD	\$37.00	\$1,850.00	\$39.00	\$1,950.00	\$62.00	\$3,100.00
Class D - 3" - Type III	50	SQ YD	\$37.00	\$1,850.00	\$38.75	\$1,937.50	\$45.00	\$2,250.00
Class D - 3" - Type IV	50	SQ YD	\$37.00	\$1,850.00	\$38.00	\$1,900.00	\$46.00	\$2,300.00
Class D - 4" - Type IV	0	SQ YD	\$50.00	\$0.00	\$69.00	\$0.00	\$61.00	\$0.00
Structures to be Adjusted	0	EA	\$100.00	\$0.00	\$600.00	\$0.00	\$1,275.00	\$0.00
Bid Total:			\$104,050.00		\$116,387.50		\$144,850.00	

Pavement Patching Program (Optional Year 2 - Unit Pricing)		✓ Chicagoland Paving Lake Zurich, IL	Schroeder Asphalt Marengo, IL	J.A. Johnson Arlington Heights, IL
Unit Price Items	Unit	Year 2 Unit Pricing	Year 2 Unit Pricing	Year 2 Unit Pricing
Class D - 2" - Type I	SQ YD	\$31.50	\$34.50	\$73.00
Class D - 2" - Type II	SQ YD	\$31.50	\$34.50	\$41.00
Class D - 2" - Type III	SQ YD	\$26.25	\$30.00	\$34.00
Class D - 2" - Type IV	SQ YD	\$26.25	\$29.00	\$31.00
Class D - 3" - Type II	SQ YD	\$39.00	\$41.00	\$64.00
Class D - 3" - Type III	SQ YD	\$39.00	\$40.00	\$46.00
Class D - 3" - Type IV	SQ YD	\$39.00	\$40.75	\$48.00
Class D - 4" - Type IV	SQ YD	\$52.50	\$71.00	\$63.00
Structures to be Adjusted	EA	\$100.00	\$630.00	\$1,400.00

✓ Indicates lowest responsive and responsible bidder

The City has allocated \$110,000 for this work in Fiscal Year 2024B. The Fiscal Year 2025 budget should be similar. This work will be measured and paid for based on the bid unit prices.

The schedule, budget, and quantities for this work are developed annually based on a review of pavement condition. There may be a need to perform additional work during the year at other municipal facilities, including the Three Oaks complex, fire stations, and municipal parking lots, or on public streets, that cannot be predicted before a multi-year contract is awarded. Therefore, to accommodate potential changes in the scope due to unforeseen circumstances, this contract is being awarded in the bid unit prices.

Recommendation

The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding a one-year contract with an optional second year for the pavement patching to the lowest responsive and responsible bidder, Chicagoland Paving Contractors, Inc., at the bid unit prices.

This contract is being presented pursuant to a competitive bidding process. Under such process, the contract is to be awarded to the “lowest responsive and responsible bidder.” The lowest responsive and responsible bidder is the contractor: (i) whose bid substantially conforms to the material provisions of the bid specifications, (ii) who demonstrates the financial capacity and ability to undertake and complete the project in question in accordance with bid specifications, and (iii) whose bid price is lowest among the responsive and responsible bidders. Selecting a contractor on bases not set forth in the bid specifications can lead to challenges to the City’s award.

The City has previously worked with Chicagoland Paving Contractors, Inc. and has been satisfied with their services. Pavement patching is conducted as annual maintenance and funds for this work are budgeted each fiscal year.

Votes Required to Pass:

Simple majority



RESOLUTION

WHEREAS, the CITY OF CRYSTAL LAKE has identified the need to contract for annual pavement patching for maintenance and upkeep of City streets; and

WHEREAS, the CITY participates in the McHenry County Municipal Purchasing Initiative (McMPI) with other public agencies to leverage purchasing power; and

WHEREAS, the McMPI conducted a joint public bid for pavement patching services and opened bids publically on April 16, 2024; and

WHEREAS, the lowest responsible and responsive bidder is Chicagoland Paving Contractors, Inc..

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a one-year contract between the CITY OF CRYSTAL LAKE and Chicagoland Paving Contractors, Inc. for pavement patching in the bid unit prices; and

BE IT FURTHER RESOLVED that City Manager is authorized to approve a one-year extension of this contract, with option year pricing in the bid amounts; and

BE IT FURTHER RESOLVED that the City Manager is authorized to approve warranted completion date change orders relating to the contract.

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024

APPROVED: May 7, 2024

Draft

SCHEDULE OF PRICES

YEAR # 1 BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	CLASS D PATCHES, 2-INCH - TYPE I	SQ YD	500	\$ 30 ⁻	\$ 15,000 ⁻
2	CLASS D PATCHES, 2-INCH - TYPE II	SQ YD	1,200	\$ 30 ⁻	\$ 36,000 ⁻
3	CLASS D PATCHES, 2-INCH - TYPE III	SQ YD	1,700	\$ 25 ⁻	\$ 42,500 ⁻
4	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	3,700	\$ 25 ⁻	\$ 92,500 ⁻
5	CLASS D PATCHES, 3-INCH - TYPE II	SQ YD	350	\$ 37 ⁻	\$ 12,950 ⁻
6	CLASS D PATCHES, 3-INCH - TYPE III	SQ YD	650	\$ 37 ⁻	\$ 24,050 ⁻
7	CLASS D PATCHES, 3-INCH - TYPE IV	SQ YD	350	\$ 37 ⁻	\$ 12,950 ⁻
8	CLASS D PATCHES, 4 INCH - TYPE IV	SQ YD	200	\$ 50 ⁻	\$ 10,000 ⁻
9	STRUCTURES TO BE ADJUSTED	EA	100	\$ 100 ⁻	\$ 10,000 ⁻
TOTAL YEAR # 1 BASE BID				\$ 255,950⁻	

SCHEDULE OF PRICES (CONT'D.)

YEAR # 2 BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	500	\$ 31.50	\$ 15,750 ⁻
2	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	1,200	\$ 31.50	\$ 37,800 ⁻
3	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	1,700	\$ 26.25	\$ 44,625 ⁻
4	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	3,700	\$ 26.25	\$ 97,125 ⁻
5	CLASS D PATCHES, 3-INCH - TYPE II	SQ YD	350	\$ 39 ⁻	\$ 13,650 ⁻
6	CLASS D PATCHES, 3-INCH - TYPE III	SQ YD	650	\$ 39 ⁻	\$ 25,350 ⁻
7	CLASS D PATCHES, 3-INCH - TYPE IV	SQ YD	350	\$ 39 ⁻	\$ 13,650 ⁻
8	CLASS D PATCHES, 4 INCH - TYPE IV	SQ YD	200	\$ 52.50	\$ 10,500 ⁻
9	STRUCTURES TO BE ADJUSTED	EA	100	\$ 100 ⁻	\$ 10,000 ⁻
TOTAL YEAR # 2 BASE BID				\$ 268,450 ⁻	

TOTAL CONTRACT PRICE:

Five Hundred Twenty Four Thousand Four Hundred Dollars and Zero Cents
 (in writing) (in writing)

524,400 Dollars and 00 Cents
 (in figures) (in figures)

Schroeder Asphalt

PROPOSAL

SCHEDULE OF PRICES

YEAR # 1 BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	CLASS D PATCHES, 2-INCH - TYPE I	SQ YD	500	\$ 33.00	\$ 16500.00
2	CLASS D PATCHES, 2-INCH - TYPE II	SQ YD	1,200	\$ 33.00	\$ 39600.00
3	CLASS D PATCHES, 2-INCH - TYPE III	SQ YD	1,700	\$ 29.00	\$ 49300.00
4	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	3,700	\$ 28.00	\$ 103600.00
5	CLASS D PATCHES, 3-INCH - TYPE II	SQ YD	350	\$ 39.00	\$ 13650.00
6	CLASS D PATCHES, 3-INCH - TYPE III	SQ YD	650	\$ 38.75	\$ 25187.50
7	CLASS D PATCHES, 3-INCH - TYPE IV	SQ YD	350	\$ 38.00	\$ 13300.00
8	CLASS D PATCHES, 4 INCH - TYPE IV	SQ YD	200	\$ 69.00	\$ 13800.00
9	STRUCTURES TO BE ADJUSTED	EA	100	\$ 600.00	\$ 60000.00
TOTAL YEAR # 1 BASE BID					\$ 334,937.50

{00028684 2}

Schroeder Asphalt

PROPOSAL

SCHEDULE OF PRICES (CONT'D.)

YEAR # 2 BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	500	\$ 34.50	\$17250.00
2	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	1,200	\$ 34.50	\$41400.00
3	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	1,700	\$ 30.00	\$51000.00
4	CLASS D PATCHES, 2-INCH - TYPE IV	SQ YD	3,700	\$ 29.00	\$107300.00
5	CLASS D PATCHES, 3-INCH - TYPE II	SQ YD	350	\$ 41.00	\$14350.00
6	CLASS D PATCHES, 3-INCH - TYPE III	SQ YD	650	\$ 40.00	\$26000.00
7	CLASS D PATCHES, 3-INCH - TYPE IV	SQ YD	350	\$ 40.75	\$14262.50
8	CLASS D PATCHES, 4 INCH - TYPE IV	SQ YD	200	\$ 71.00	\$14200.00
9	STRUCTURES TO BE ADJUSTED	EA	100	\$ 630.00	\$63000.00
TOTAL YEAR # 2 BASE BID				\$ 348,762.50	

TOTAL CONTRACT PRICE:
six hundred eighty-three thousand, seven hundred Dollars and *zero* Cents
 (in writing) (in writing)
683,700 Dollars and 00 Cents
 (in figures) (in figures)



Agenda Item No: 23

**City Council
Agenda Supplement**

Meeting Date:

May 7, 2024

Item:

Purchase of Fire Rescue Pumper

Council Discretion:

Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Macqueen Emergency for the purchase of two (2) Pierce Fire Rescue Pumper, through the Houston-Galveston Area Council (HGAC) purchasing cooperative, in the total purchase amount of \$2,392,000.00.

Staff Contact:

Craig W. Snyder, Fire Rescue Chief

Background:

The Crystal Lake Fire Rescue Department operates five fire engines. These vehicles are staffed by paramedics/firefighters and respond to a multitude of emergencies including, but not limited to, fires, automobile accidents, emergency medical calls, fire alarms, and rescue services. Three of these engines are front-line response engines, and two are reserve engines. Currently, the Fire Rescue Department has planned funds in the Capital Improvement Plan (CIP) for the replacement of two of the department's reserve engines. The replacements are slated for the 2026 and the 2028 budget years. The current reserve engines are eight and 13 years old respectively. The department's current replacement plan puts engines in a front-line status for a period of six to ten years, and two years in reserve status before replacement. The current replacement timeline keeps an engine within the department for a period of eight to 12 years.

The Crystal Lake Fire Rescue Department is creating engine rotation schedules that will allow the department to adjust its replacement guidelines to mirror the National Fire Protection Association (NFPA) recommended replacement schedules of eight to ten years as front-line, and five years as reserve engines. Departments can overcome replacement challenges by having a proficient fleet management program, reviewing apparatus fleet studies, and creating long-range budget planning.

Recommendation:

The current CIP calls for the replacement of the department's two reserve engines in 2026 and 2028. Due to the long lead-times for replacement, staff's recommendation is to order two engines now with the anticipated delivery of 45-48 months, and move the funding slated for 2026 to the 2028 fiscal year. The City will not need to pay for, or expense the vehicles, until they are fully completed and ready to assume ownership. The department will then place two of the engines

received in 2022 into reserve status, and replace the existing reserve engines, which will be 12 and 17 years old in 2028. The City’s fleet management program will allow the department to determine which of the three to keep in front-line status. The department will then continue to evaluate each apparatus through its fleet management program to make further determinations on fleet replacement schedules.

Staff’s second recommendation is to purchase two Pierce Custom Engines through the Houston-Galveston Area Council (HGAC) purchasing cooperative. Purchasing authorities and cooperative purchasing groups can provide the department with the ability to determine which original equipment manufacturer (OEM) they want to deal with while having visibility to standard components and optional equipment costs for consideration. The HGACBuy Program is a government-managed, public, national, municipal contracting agency that facilitates the bidding and contracting process on behalf of its members and is a unique program that works to maintain the efficiency of the procurement process for products and service used by local governments. The HGACBuy program establishes competitive pricing for products and services by awarding contracts by virtue of public competitive bidding. Most states in the United States have either “inter-local cooperation” or “joint powers” authority similar to the Illinois Intergovernmental Cooperation Act to allow local governments in those states to join and participate in programs like HGACBuy. The City of Crystal Lake is currently a member of HGACBuy.

Please see attachment A for vehicle purchase agreement.

As shown in Table 1, Fire Rescue staff contacted multiple fire engine vendors that utilize the HGAC process and presented them with our engine specifications. MacQueen Emergency, the parent company of Pierce, quoted \$1,180,165 each unit, the negotiated price through the HGAC process for Crystal Lake’s specifications. One vendor declined to provide a quote. Another gave a verbal cost estimate of \$1,000,000 to \$1,100,000 depending on the final build specifications. This vendor also bid our Heavy Rescue apparatus and proposed a bid of approximately 0-5% less than Pierce depending on bid specifications. Other manufacturers that we have had past experiences with were considered including E-One, Spartan, Rosenbauer, and Marion. Past performance of these apparatus has shown quality/longevity issues, poor performance, and/or poor customer service. For example, our current Spartan reserve apparatus spent one year out-of-service soon after accepting delivery for warranty issues. Both current Rosenbauer units have spent several months out-of-service due to repairs and maintenance issues; they have yet to be repaired properly and we have had little response from Rosenbauer on repair options. Marion fire apparatus have not shown to have the longevity we are looking for.

Table 1: Crystal Lake Fire Rescue apparatus cost comparisons

<u>Vehicle</u>	<u>Model</u>	<u>Amount (each)</u>
Pierce √	Velocity PUC	\$1,196,000.00
Spartan	NXT Pumper	\$950,000 - \$1,100,000
E-One	Typhoon	\$950,000 - \$1,150,000
Rosenbauer	Commander	\$950,000 - \$1,100,000

√ Recommended purchase through the HGACBuy Purchasing Cooperative.

After reviewing each of the proposals, weighing the vendors against our previous maintenance issues over the years with the vendors whom responded, and apparatus purchased by the city, it was determined the proposal for the Pierce Velocity PUC Pumpers submitted by MacQueen/Pierce best met the needs of the Fire Rescue Department. Pierce is the leading North American manufacturer of custom fire apparatus, a highly regarded fire apparatus manufacturer, and is and has been one of the most respected manufacturers in the country. Pierce also has proven customer service and reliability with service departments located in close proximity to Crystal Lake. E-One is a comparable apparatus with Pierce, but they turned down our request to discuss an apparatus build. Over the duration of ownership by the city, the Pierce apparatus is the most reliable and cost effective of the manufacturers researched. Several of our neighbors currently run Pierce apparatus including Woodstock, Marengo, Belvidere, Huntley, Wonder Lake, Hoffman Estates, Mundelein, Libertyville, Countryside, Long Grove and Algonquin. These departments have all utilized the HGACBuy purchasing process for their Pierce purchases. Other notable departments running Pierce apparatus include Rockford, Evanston, Springfield, and Chicago, Illinois.

The department currently has a contractual agreement with the Crystal Lake Rural Fire Protection District (District) to provide fire protection services and emergency lifesaving and rescue services for the District. As part of that agreement, the District also provides to the City a capital equipment contribution to be used towards the purchase of lifesaving equipment. The District has expressed that should a capital expenditure the City requests go above what they are contractually responsible for, they would consider contributing more than the contractual amount. In this case, the District has committed to an approximate amount of \$900,000 towards the purchase of the two apparatus.

The department currently has funds projected of \$738,818 in 2026 and \$1,146,000 in 2028 for a total amount of \$1,884,818 towards the purchase of the replacement engines. The funding for 2026 will be reallocated to 2028, the anticipated delivery date for both units.

Based upon this information, as well as a thorough examination of all aspects of this capital expenditure, City staff recommends the custom fire engine proposal be awarded to MacQueen/Pierce for the purchase of two fire engines for a total negotiated price of \$2,392,000.00. For reference, a Pierce fire pumper engine is pictured below.



Votes Required to Pass:

Simple majority.



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager is hereby authorized and directed to execute an agreement with Macqueen Emergency for the purchase of two (2) Pierce fire rescue pumps, through the Houston-Galveston Area Council (HGAC) purchasing cooperative, in the submitted proposal amount of \$1,196,000.00 each, for a combined total of \$2,392,000.00. Funding received from the Crystal Lake Fire Protection District shall be applied to offset the total purchase cost.

DATED this 7th day of May, 2024

CITY OF CRYSTAL LAKE, an
Illinois Municipal Corporation,

By: _____
Haig Haleblan, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024

APPROVED: May 7, 2024

Pierce Proposal 5-2024

Appendix A

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency (“MacQueen”), and City of Crystal Lake, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **“Product”** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **“Specifications”** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“MacQueen Proposal”** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen’s sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen’s authorized representative pursuant to Section 22 hereof (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$2,392,000.00 (“Purchase Price”). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a “Certificate of Insurance” and “FULL PAYMENT” prior to release of the vehicle, unless prior arrangements for vehicle’s release have been made.

5. Future Changes

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer’s review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change (“Change Order”). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only

effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is approximately **45-48 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Crystal Lake
Chief Craig Snyder
100 W Municipal Complex
Crystal Lake, IL 60039

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the

implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000
Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000
Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC**CITY OF CRYSTAL LAKE**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC, 1125 7th Street East, St. Paul, MN 55106

Customer Name City of Crystal Lake Date April 15, 2024

Quantity	Chassis Type	Body Type	Contract Price Per Unit	Total Contract Price
2	Velocity	PUC Pumpers	\$1,196,000.00*	\$2,392,000.00*

**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

**Contract Price includes \$10,000.00 total discount for two identical units.*

PERFORMANCE BOND OPTION:

If a Performance Bond is required add \$6,786.00 to the contract price. **Initial here to accept:** _____

100% PREPAYMENT OPTION: DUE AT CONTRACT SIGNING TO BE APPLICABLE.

If 100% prepayment is made with contract, deduct \$267,766.00 from contract price.

Payment due with contract is \$2,124,234.00 OR \$2,131,020.00 with Performance Bond.

Initial here to accept: _____

50% PREPAYMENT OPTION: DUE AT CONTRACT SIGNING TO BE APPLICABLE.

If 50% prepayment of \$1,196,000.00 is made with contract, deduct \$133,882.00 from contract price.

Initial here to accept: _____

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

“PAYMENT TERMS” 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

“TAXES” Federal, State, and Local Taxes are not included in the contract price.

“LATE PAYMENT” A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 17, 2024 BETWEEN MACQUEEN AND City of Crystal Lake (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? Yes No

If yes, please provide lienholder Name & Address. _____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1198 Dated 4/17/2024 FOR ALL APPLICABLE
OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**



Option List

4/17/2024

Customer: Crystal Lake Fire Dept. City of
Representative Rudnicki, Dan
Organization: MacQueen Emergency Group
Requirements Manager:
Description: Crystal Lake 189 puc
Body: Pumper, PUC, Aluminum
Chassis: Velocity Chassis, PUC-NG (Big Block)

Bid Number: 1198
Job Number:
Number of Units: 1
Bid Date: 04/15/2024
Stock Number:
Price Level: 48 (Current: 48)
Lane: Lane 1

Line	Option	Type	Option Description	Qty
1	0010012		No Boiler Plates requested	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
11	0000114		Inspection Trip(s)	2
			Qty, - 02	
			Fill in Blank - 5	
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0816569		Performance Bond, Not Requested, PPI Terms	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0888810		Velocity Chassis, PUC-NG (Big Block)	1
19	0000110		Wheelbase	1
			Wheelbase - TBD	
20	0000070		GVW Rating	1
			GVW rating - TBD	
21	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
22	0020018		Frame Liner Not Req'd	1
23	0508849		Axle, Front, Oshkosh TAK-4, Non Drive, 22,800 lb, Imp/Vel	1
24	0010427		Suspension, Front TAK-4, 22,800 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
28	0752585		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Dura-Black, Hub Pilot	1
29	0530466		Axle, Rear, Meritor RS26-185, 27,000 lb, Imp/Vel	1
30	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
31	0122075		Suspen, Rear, Standens, Spring, 27,000 lb, Imp/Vel	1
32	0000485		Oil Seals, Rear Axle	1
33	0782805		Tires, Rear, Goodyear, Armor Max MSD, 12R22.50, LRH, Single	1
34	0752587		Wheels, Rear, Alcoa, 22.50" x 9.00", Alum-Stl, Dura-Black, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
			Qty, Tire Pressure Ind - 6	
37	0002045		Mud Flap, Front and Rear, Pierce Logo	1
38	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	
39	0648049		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, To Be Shipped Loose	1
			Qty, Pair - 01	
40	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900	1
41	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
42	0509206		Brakes, Meritor, EX225, Disc Plus, Rear, Single Axle	1
43	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1

Line	Option	Type	Option Description	Qty
44	0000785		Brake Reservoirs, Three Paint Color, Air Tanks - Black #98	1
45	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
46	0000790		Brake Lines, Nylon	1
47	0000856		Air Inlet, with Kussmaul Air Eject Location, Air Coupling(s) - f) DS Bumper extension Qty, Air Coupling (s) - 1	1
48	0011835		Guard, U-Bolt over "Prk Brk" Knob Qty, - 01 Location, driver's/passenger's/center - passenger's	1
49	0012542		Valve, 2nd Prk Brk Control, Officer side	1
50	0055486		Drain, Remote Air Tank, w/Pull Cable, All Tanks	1
51	0808514		Engine, Paccar MX, 510HP, 1850 lb-ft W/OBD, EPA 2027, Velocity	1
52	0811409		Not Required, Engine Contingency Adjustment	1
53	0001244		High Idle w/Electronic Engine, Custom	1
54	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine Switch, Engine Brake - MX13	1
55	0733852		Clutch, Fan, Air Actuated, Paccar, VEL	1
56	0734434		Air Intake, Water & Ember Screen, Paccar, VEL	1
57	0814375		Exhaust System, Horizontal, Right Side Exhaust, Diffuser - 7.00" (Premium) Exhaust, Material/Finish - Aluminized Steel (Standard) Location, Diffuser Termination - 2.00" Past Rub Rail (Standard) Tip, Exhaust - Straight Tip (Standard)	1
58	0816172		Adapter, Exhaust, Plymovent Bladder, for 6" or 7" Diffuser Outlet	1
59	0734440		Radiator, VEL, Paccar	1
60	0511425		Cooling Hoses, Rubber	1
61	0734110	SP	Fuel Tank, 65 Gallon, Left Side Fill, Aluminum, Common Air Bottle Door Finish, Fuel Tank - Painted	1
62	0001129		Lines, Fuel	1
63	0734402		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, VEL	1
64	0552793		Not Required, Fuel Priming Pump	1
65	0552712		Not Required, Shutoff Valve, Fuel Line	1
66	0699437		Cooler, Chassis Fuel, Not Req'd.	1
67	0690880		No Selection Required From This Category	1
68	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
69	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
70	0517604		Transmission Programming, Park to Neutral, PUC	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001375		Driveline, Spicer 1810	1
73	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
74	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
75	0509230		Steering Wheel, 4 Spoke without Controls	1
76	0690274		Logo/Emblem, on Dash Text, Row (1) One - Crystal Lake Text, Row (2) Two - Fire Text, Row (3) Three - Department	1
77	0524744		Bumper, 22" Extended, Steel, Painted, Imp/Vel	1
78	0616482		Tray, Hose, Center, 22" Bumper, Outside Air Horns, Imp/Vel Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 21) 150' of 1.75"	1
79	0630143		Hose Restraint, Bumper Tray, Vinyl Cover Color, Vinyl Cover - a) red Type of fastener, Rear - Velcro with snaps - Bumper	1
80	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
81	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
82	0516238		Partition, Adjustable, Aluminum in Hose Tray, Qty, Location Location - center tray adjustable front to back and stretch from side to side in the tray Qty, - 01	1
83	0727849	SP	Tray, Suction Strainer Mounting, TFT A03HNX-JE, Recessed, DS Bumper Extension	1
84	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1

Line	Option	Type	Option Description	Qty
85	0823500	SP	Cab, Velocity FR, 6010 Raised Roof with 24" Extension, PUC	1
86	0724207		Engine Tunnel, X12-15, MX13, Mech Fasteners, Velocity FR	1
87	0887600		Cab Insulation, Impel/Velocity FR	1
88	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
89	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
90	0751125		Grille, Painted, Bright Finished Mesh Screen, Front of Cab, Impel/Velocity Paint Color, Grille Surround - Black #101	1
91	0751195		Trim, S/S, Rect Headlights, Painted, VEL/IMP Paint, Color - black 101 Turnsignal Covers - Black S/S Covers	1
92	0087357		Molding, Chrome on Side of Cab	1
93	0677459		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex, Painted	1
94	0667921		Door, Half-Height, Velocity FR 4-Door Cab, Raised Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Black	1
95	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
96	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
97	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
98	0823527	SP	Steps, 4-Door Cab, Dual, UL-LX Step well, Imp/Vel Color, UL-LX, Per Item - a) black Light, Step, Additional - P25 LED, Black Housing, 4 Dr Cab	1
99	0770192		Handrail, Exterior, Hansen, Knurled, Alum, Black, 4-Door Cab	1
100	0892637		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step Color, Trim - Black Housing	1
101	0002140		Fenders, S/S on Cab	1
102	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
103	0568605		Not Required, Interior Trim, No Cab Side Windows	1
104	0012090		Not Required, Windows, Front/Side of raised roof	1
105	0509286		Not Required, Windows Rear of Crew Cab, Imp/Vel	1
106	0558334		Not Required, Trim, Cab Rear Windows, No Rear Windows	1
107	0823497	SP	Compt, Storage, FH/FW, Crew Cab, Ext Acc Only, Lwr Compt, Vel 10" RR, 24" Ext PUC Light, Tall Transverse Compt - Pierce, Both Sides Light, Aux Cab Compartments - Pierce, Hinged Side Finish, Cab Compt/Component - Spatter Gray Door, Cab Exterior Cabinet - Double Pan, (2), Black, Non-Locking Door, Exterior Stop - 2-Stay Arm Door, Cab Exterior Cabinet, 2nd - Double Pan, (2), Black, Non-Locking Door, Exterior Stop, 2nd - 2-Stay Arm	1
108	0741637	SP	Bracket, Swing Down, Zico, Model QSD, For SCBA Bottle Holder (Not Included) Qty, - 04 location - (MOUNT AT FINAL INSPECTION) rear cab compartment staggered toolboards. two each side, and opposite sides of the toolboards so 2 persons can pack-out at the same time	4
109	0758715	SP	Tray, (2) Sliding, On Scene Slides, 3" Sides, Transverse Compt, 84" Vel	1
110	0752657	SP	Toolboard, Alum, .188", Peg Board, Added to Slide-Out Tray, Staggered Qty, - 02 location - one on each rear cab compt slide out tray Finish, Cab Compt/Component - Spatter Gray	2
111	0824066	SP	Holder, Air Bottle, Zico Model UN-6-30-3-SFPHS, Mounted in Compt w/Tracks Qty, - 04 location - rear cab compartment drop down bottle brackets	4
112	0738678		Door Stop, Exterior Pan Doors, Extended Opening Location - the cabinet doors behind the crew cab doors Qty, - 02 Exterior Cabinet Door, Angle Open - 140	2
113	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp Mounting Provision Spacing - 1.00" Material Finish, Cab Interior - Painted	1
114	0748671		Cab Interior, Vinyl, Velocity FR, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	1
115	0667943		Cab Interior, Paint Color, Impel/Velocity FR Color, Cab Interior Paint - d) red	1

Line	Option	Type	Option Description	Qty
116	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
117	0894651		HVAC, Heavy-Duty, Velocity FR, w/PACCAR, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both	1
118	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - Thumb Latch	1
119	0548173		Grab Handles, Driver and Passenger Door Post, Imp/Vel	1
120	0775188		Light, Engine Compt, On Scene Solutions Access, 10" LED w/Auto Swt, Custom Qty, - 02	2
121	0122516		Fluid Check Access, Imp/Vel Latch, Door, Storage - Lift and Turn Latch, Flush	1
122	0583042		Side Roll and Frontal Impact Protection	1
123	0622619		Seating Capacity, 4 Seats	1
124	0697005		Seat, Driver, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	1
125	0696996		Seat, Officer, Pierce PS6, Premium, Air Ride, High Back, Safety, PRIMARY	1
126	0002517		Not Required, Radio Compartment	1
127	0823624		Cabinet, Rear Facing, LS, 24 W x 40.5 H x 30.5 D, Web, Ext Acc, Imp/Vel Light, Short Cabinet - Pierce, Interior, Left Side Scuffplate, Material/Finish - S/S, Brushed Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Black, Non-Locking Door, Exterior Stop - Stay Arm Louvers, Cabinet - 0-No Louvers Fastener, Web, Cab Cabinet - Seat Belt Buckle, Top, Red Strap	1
128	0102783		Not Required, Seat, Rr Facing C/C, Center	1
129	0823621		Cabinet, Rear Facing, RS, 21.5 W x 40.5 H x 26.5 D, Web, Ext Acc, Imp/Vel Light, Short Cabinet - Pierce, Interior, Right Side Scuffplate, Material/Finish - S/S, Brushed Material Finish, Shelf - Painted - Cab Interior Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 0.75" Up-Turned Lip Door, Cab Exterior Cabinet - Double Pan, Black, Non-Locking Door, Exterior Stop - Stay Arm Louvers, Cabinet - 0-No Louvers Fastener, Web, Cab Cabinet - Seat Belt Buckle, Top, Red Strap	1
130	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
131	0823716	SP	Seat, Fwd Fcng C/C, Ctr, (2) PS6, Premium, Hi-Back, Safety, SP Riser, C2,PRIMARY	1
132	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
133	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black Qty, - 04	4
134	0511471		No SCBA Brackets Required In Cab Seats, Imp/Vel, AXT 2010, Qtm 2010,Saber FR/Enf	1
135	0603867		Seat Belt, ReadyReach Seat Belt Color - Red	1
136	0604867		Seat Belt Height Adjustment, 4 Seats, Imp/Vel, Dash CF	1
137	0817557		Helmet Storage, Provided by Fire Department, NFPA 2024	1
138	0647644		Lights, Dome, FRP Dual LED 6 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches Control, Dome Lt Color - Lens Switch	1
139	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
140	0631776		Not Required, Overhead Map Lights	1
141	0816997		Portable Hand Light, Provided by Fire Dept, NFPA 2024	1
142	0568369		Cab Instruments, Ivory Gauges, Chrome Bezels, Impel/Veloccity 2010	1
143	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
144	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
145	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
146	0551600		Switching, Cab, Rocker MUX, Impel/Veloccity, AXT MUX, Dash CF Location, Emerg Sw Pnls - Driver's Side Overhead	1

Line	Option	Type	Option Description	Qty
147	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
148	0821302		Wiring, Spare, 12V DC, USB-A & C Term, Kussmaul 091-264 Cab Batt Dir1st NFPA1900	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - dr switch panel per dash layout	
149	0823806	SP	Wiring, Spare, 15 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir 2nd NFPA1900	1
			12vdc power from - Battery direct	
			Location - in the officer side slide out ems cabinet behind the crew cab seats	
150	0822267	SP	Wiring, Spare, 15 A 12V DC, 6 Ckt FB, Blue Sea 5025 Batt Dir 1st NFPA1900	1
			12vdc power from - Battery direct	
			Location - in the driver side slide out ems cabinet behind the crew cab seats	
151	0821298		Wiring, Spare, 12V DC, USB-A, USB-C AlfredDireck Batt Dir 1st NFPA1900	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - ps switch panel per dash layout	
152	0566101		Recess, Dash Panel, Officer Side, Vel/Imp	1
153	0819994		Radio, Jensen, AM/FM/WB, Bluetooth	1
			Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew	
			Antenna, AM/FM Radio - c) Roof-mounted rubber antenna	
			Location, AM/FM Radio - g) instrument panel	
154	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
155	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
156	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
157	0808297		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless	1
			Location - driver, officer, two forward facing crew cab seats	
158	0009063		Not Required, Radio Interface	1
159	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	4
			Qty, - 04	
			Location, Headset - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	
160	0819255		Hangers For Headsets, NFPA Each, 1900	4
			Qty, - 04	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Inbrd, Fwrd Fcng Seat and PS Inbrd, Fwrd Fcng Seat	
161	0559512		Install Customer Provided MDT, Complete (Qty)	1
			Location - officer dash	
			Qty, - 01	
162	0696443		Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area	1
			Location - officer side	
			Qty, - 01	
163	0817058		Camera, Pierce, LS Mux, R Camera, SD, CL714	1
			Camera System Audio - Not Provided	
164	0814831		Not Required, Camera Switcher	1
165	0896458		Pierce Command Zone, Advanced Electronics & Control System, Vel WiFi CZT	1
			Color, Antenna - Black Antenna	
			Module Housings - Black Housing with Power and Status Ind	
166	0896456		Prognostics, Electrical System	1
167	0730603		Electrical System, Velocity ESP, Cummins, Paccar	1
168	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
169	0008621		Battery System, Single Start, All Custom Chassis	1
170	0123174		Battery Compartment, Imp/Vel	1
171	0812586		Charger, Sngl Sys, Kussmaul, Chief 091-266-12-60, 60 Amp	1
172	0814869		Location, Cab, Charger, Behind Driver Seat	1
173	0811943		Panel, Remote Control, Kussmaul, Chief 091-266-RCP	1
174	0814942		Location, Cab, Ind/Remote, Driver's Seat with Bracket	1
175	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - h) black	
			Shoreline Connection - Battery Charger	

Line	Option	Type	Option Description	Qty
176	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Extd Bumper	
177	0647729		Alternator, 320 amp, Delco Remy 40SI	1
178	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
179	0648716		Headlights, Rectangular Halogen, Imp/Vel	1
180	0775768		Light, Directional, Wln 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF, Black Trm	1
			Color, Lens, LED's - m)match LED's	
181	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
182	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1
183	0088869		Lights, Clearance/Marker/ID, Rear, Truck-Lite 26250R LED 7Lts	1
184	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Match	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
185	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
186	0664466		Bracket, License Plate & Light, Weldon 9186-23882-30 Incand, Temp Under Tailbrd	1
			Location - centered	
187	0794744		Bezels, Wln, (2) M6 Black Pierce, For mtg (4) Wln M6 lights	1
188	0589905		Alarm, Back-up Warning, PRECO 1040	1
189	0817254		Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	1
190	0769572		Lights, Perimeter Pump House, Amdor AY-LB-12HW020 LED 2lts	1
191	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - DS Switch Panel and Parking Brake Applied	
192	0896454		Enhanced Software for Perimeter Lts	1
193	0557322		Lights, Step, P25 at Rear Tailboard, PUC, 4lts Perm Lts	1
194	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st	2
			Qty, - 02	
			Location, driver's/passenger's/center - 1DS & 1PS	
			Color, Wln Lt Housing - Black Paint	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Cab Sw	
			Panel PS	
			Scene Light Optics - Flood/Spot	
195	0768059		Lights, Wln, PCPSM2* Pioneer, 12 VDC, 2nd	1
			Location - PS side of the cab up high and centered over front wheel	
			Qty, - 01	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
196	0768061		Lights, Wln, PCPSM2* Pioneer, 12 VDC, 1st	1
			Location - DR side of the cab up high and centered over front wheel	
			Qty, - 01	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	
197	0763608		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 2nd	1
			Location - PS side of the body up high on the side sheet and centered	
			Qty, - 01	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - PS Scene Lts	
198	0763610		Lights, Wln, PCPSM2*, Pioneer, 12 VDC, 1st	1
			Location - DR side of the body up high on the side sheet and centered	
			Qty, - 01	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - DS Scene Lts	
199	0766906		Lights, Wln, PCPSM1*, Pioneer, 12 VDC, 1st	2
			Location - Rear of the body up high one each side	
			Qty, - 02	
			Color, Wln Lt Housing - Black Cover	
			Control, Scene Lts - Cab Sw Panel DS, Pump Panel Sw LS and Body	
			Switch, DS Rear SS Painted Black	
200	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
201	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Parking Brake	
202	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
203	0709438		Lights, Walk Surf, FRP Flood, LED	1

Line	Option	Type	Option Description	Qty
204	0518282		Pumper, PUC, Aluminum	1
205	0554271		Body Skirt Height, 20"	1
206	0682617		Tank, Water, 750 Gallon, Poly, 67 LHB, PUC	1
207	0003405		Overflow, 4.00" Water Tank, Poly	1
208	0028107		Not Required, Foam Cell Modification	1
209	0633066		Sleeve, Through Tank	1
			Qty, Sleeve - 1	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
210	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
211	0003429		Not Required, Direct Tank Fill	1
212	0003424		Not Required, Dump Valve	1
213	0048710		Not Required, Jet Assist	1
214	0030007		Not Required, Dump Valve Chute	1
215	0514778		Not Required, Switch, Tank Dump Master	1
216	0597043		Body Height, PUC/HDRP	1
			Body Height - 92.00"	
217	0683290		Hose Bed, Aluminum, Pumper, PUC, 67 LHB	1
218	0723340		Unpainted/Brush Finished, Hose Bed, 3G PUC/HDRP	1
219	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 1000' of 5" / 550' of 2.5" with 100' of 1.75"	
220	0003488		Divider, Hose Bed, Unpainted	2
			Qty, Hosebed Dividers - 2	
221	0806306		Straps, Top of Hose Bed	1
222	0807424		Hose Restraint, Hose Bed, Web, Rear, Separate From Top	1
			Fastener, Rear Restraint, Top - Velcro Straps/Footman Loops	
			Fastener, Rear Restraint, Bottom - Velcro Straps/Footman Loops	
223	0525658		Running Boards, PUC	1
224	0676723		Tailboard, 16" Deep, Full Width, Angled Corners, PUC/HDRP	1
225	0690029		Wall, Rear, Body Material, PUC, PUC Tanker, PRM, HDRP	1
226	0003531		Tow Bar, Under Tailboard	1
227	0656764		Construction, Compt, Alum, Pumper, PUC	1
228	0503804		LS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
			Width, PUC Pump Operators Panel Partition - 2.5"	
229	0503803		RS 189" Rollup, (1) 62" Fwd, (1) 52" Rr, Full Height & Depth Front & Rear, PUC	1
230	0594005		Doors, Rollup, Amdor, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
231	0735385		Compt, Rear, Double Door, 29.50" FF, w/Tailboard, PUC/HDRP	1
232	0073910		Doors, Lap w/"D" Handles-Rear Compt	1
233	0723942		Elastic Pull Strap for Rollup Doors	8
			Qty, Door Accessory - 08	
			Location, Door Accessory - all body doors and crosslays	
			Color, Strap - Red	
234	0611794		Trim, Rollup Door, Painted Door Color, Amdor	8
			Location, Door Accessory - all body doors and crosslay doors	
			Qty, - 08	
235	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
236	0824152	SP	Lights, Wln, 6SC0ENZR 4lts, Weldon 8401-0000-20 Dr Warn, Slide-Out Tlbrd 4lts	1
			Location, Lights - directly centered above each CARE locker facing down to match 34611	
			Color, Wln Lt Housing - Black Paint	
			Color, Trim - Black Trim	
237	0515676		No Hatch Compartments Required, PUC/HDRP	1
238	0724310		No Handrails Required, No Hatch Compartments or Step Area	1
239	0522640		No Hatch Compartments or Lights	1
240	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1
241	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	8
			Qty, Shelf - 08	
			Material Finish, Shelf - Painted - Spatter Gray	

Line	Option	Type	Option Description	Qty
241			Location, Shelves/Trays, Predefined - RS1-Transition Point, RS3-Transition Point, RS3-Upper Third, LS2-Centered, LS3-Centered Right of Partition, LS1-Upper Third, LS1-Upper Third (2nd) and LS3-Lower Third Right of Partition	
242	0709689		Tray, 500 lb Slide-out, 2" Sides - Adj. Height, Predefined Locations	1
			Qty, Tray (slide-out) - 01	
			Location, Shelves/Trays, Predefined - RS3-Lower Third	
			Material Finish, Tray - Painted - Spatter Gray	
243	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	4
			Qty, - 04	
			Location, Tray Slide-Out, Floor Mounted - RS1, RS3, LS1 and B1	
			Material Finish, Tray - Painted - Spatter Gray	
244	0663097		Toolboard, Slide-out, Pac Trac, 3G	1
			location - LS3 left of the partition	
			Qty - 1	
			Mounting, Toolboard - Adjustable side-side	
245	0819422		Toolboard, Pac Trac, Installed on Compartment Wall, Back Wall Only	2
			Location - RS1 and RS2 upper only	
			Qty, Comp. Accessory - 02	
246	0726457		Partition, Vertical Compt, Predefined Locations	1
			Qty, Partition - 01	
			Location, Partition/Toolboard, Predefined - LS3 - Centered	
			Material Finish, Partition - Painted - Spatter Gray	
247	0063064		Rub Rail, Aluminum Extruded, Side of Body, 3rd Gen Body	1
248	0515441		Fender Crowns, Rear, S/S, W/Removable Fender Liner, Pumper, 3G	1
			Material Finish, Fender Liner - Brushed Stainless	
249	0816944		Hose, Hard Suction, Provided by Fire Department, NFPA 2024	1
			Qty, Hard Suction Hose - 1	
			Length, Hard Suction Hose, Predefined - 10	
			Diameter, Hard Suction Hose - 6.00"	
			Type of Hose Ends, Coupling, HSH - Long Folding Handle	
250	0061133		Support, Barrel Strainer on Hard Suction Hose	2
			Location - one on each side of the center hose tray on the front bumper	
			Qty, - 02	
251	0605638		Storage, HSH, Hose Bed, Trough, Strap, PUC	1
			Location, Hose Trough/Compartment - b) right side	
			Qty - 1	
			Trough, Material - Alum - Unpainted	
			Material, Top of Hose Bed Compartment - Hose Bed Grating	
252	0773292		Handrails Located @ Front Body, Hansen Tubing, Black	1
253	0773291		Handrails, Rear, PUC/HDRP, Hansen Tubing, Black	1
254	0757783		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed, Hansen, Black	1
			Handrail Finish - Black Rubber Covered	
			Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	
255	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
256	0648325		Compt, Air Bottle, Double, Tri Door, Fender Panel	1
			Qty, Air Bottle Comp - 1	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Double - LS Rear - Fuel Combo	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Rubber Matting	
257	0785451		Compt, Extinguisher Fender Panel, 9.00" Square, Common Fuel Fill Triangular Door	1
			Qty, - 01	
			Door Finish, Fender Compt - Painted	
			Location, Fender Compt - Single - LS Rear	
			Latch, Air Bottle Compt - Southco C2 Black Raised	
			Insert, Air Bottle Compt - Dura-Surf Lining	
258	0726243		Hopper, Oil Dry, Fender Panel, Slide-Out Compt	1
			Qty, - 01	
			Latch, Door, Storage - Southco C2 Black Raised	

Line	Option	Type	Option Description	Qty
258			Door Finish, Fender Compt - Painted Hopper Capacity - 50 lbs - 8.4 Gallons Location, Oil Dry Hopper - LS Ahead of Rear Wheels	
259	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
260	0004230		Ladder, 14' Duo-Safety 775A Roof	1
261	0638384		Rack, Ladders, RS Full Depth Body, PUC/HDRP Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch	1
262	0733387		Ladder, 10' Duo-Safety Folding 585A	1
263	0732958		Trough, Folding Ladder, Ladder Storage	1
264	0816920		Pike Pole, Provided by Fire Department, NFPA 2024 Qty, - 02 Pike Pole Make/Model - Duo-Safety 10' Pike Pole	2
265	0732983		Tube, Pike Pole 8' or Longer, Thru-Body Ladder Storage Qty, Pike Poles - 2 Location, Left Side, Right Side - Right Side Width, Notch, Pike Pole Tube - No Notch	2
266	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6 Qty, - 01 Location - ladder storage	1
267	0732993		Tube, Pike Pole 6', Thru-Body Ladder Storage Qty, Pike Poles - 1 Location, Left Side, Right Side - Right Side Width, Notch, Pike Pole Tube - 1.38", NY Notch	1
268	0521734		No Steps Required, Front Of Body, PUC	1
269	0724124		Steps, Folding, Rear of Body, w/LED, Trident, Black Powder Coat, PUC/HDRP Coating, Step - black	1
270	0515692		Pump Operators Panel, 31", Control Zone, PUC	1
271	0520016		Not Required, Pumphouse Structure, PUC	1
272	0889385		Pump, Pierce, 1500 GPM, Single Stage, PUC-NG	1
273	0515822		Seal, Mechanical, Silicon Carbide, PUC Pump	1
274	0889382		Gear Case, Integrated Pump Transmission, PUC-NG, Paccar	1
275	0501370		Pumping Mode, Stationary Only, No Cab Gauges, PUC	1
276	0515829		Pump Shift, Sure-Shift	1
277	0515833		Transmission Lock-up, Not Req'd, Park to Neutral, Pump, PUC	1
278	0515835		Auxiliary Cooling System, PUC	1
279	0014486		Not Required, Transfer Valve, Single Stage Pump	1
280	0746501		Valve, Relief Intake, Elkhart Qty - 1 Pressure Setting - 125 psig Intake Relief Valve Control - Behind Right Side Pump Panel	1
281	0724463		Controller, Pressure, Pierce LCD , PUC Pressure Governor Throttle Control - Clockwise Pressure Governor Default Mode - Pressure Setting	1
282	0072170		Primer, Trident, Air Prime, Air operated, w/(1) Additional Priming Valve Inlet Extra Primer - Front Inlet	1
283	0780359		Manuals, Pump, (2) Total, Electronic Copies, Pierce PUC Pump	1
284	0602496		Plumbing, Stainless Steel and Hose, Single Stage Pump, PUC	1
285	0089437		Plumbing Without Foam System	1
286	0517852		Inlets, 6.00" - 1250-2000 GPM, Pierce PUC Pump	1
287	0014650		Pump Suction Tube(s), Short, All	1
288	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
289	0084610		Valves, Akron 8000 series- All	1
290	0520002		Valve, Inlet(s) Recessed, Side Cntrl, PUC Qty, Inlets - 1	1
291	0004700		Control, Inlet, at Valve	1
292	0004660		Inlet (1), Left Side, 2.50"	1
293	0029147		Not Required, Inlet, Right Side	1
294	0521137		Anode, Zinc, Pair, Pump Inlets, PUC	1
295	0092569		No Rear Inlet (Large Dia) Requested	1
296	0064116		No Rear Inlet Actuation Required	1
297	0092696		Not Required, Cap, Rear Inlet	1

Line	Option	Type	Option Description	Qty
298	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
299	0092568		No Rear Auxiliary Inlet Requested	1
300	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
301	0520277		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, PUC	1
302	0595508		Outlet, Tank Fill, 1.50", PUC	1
303	0766941		Control, Outlets, Swing Handle, Elec Right Outlets Akron 9335 w/Press Disp, PUC	1
304	0516755		Outlet, Left Side, 2.50" (2), PUC	1
305	0055095		Not Required, Elbow, Left Side Outlets, 2.50"	1
306	0092570		Not Required, Outlets, Left Side Additional	1
307	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
308	0766761		Outlet, Right Side, 2.50", (1), Electric Akron 9335 Controller, PUC	1
			Qty, Discharges - 01	
309	0021134		Not Required, Elbow, Right Side Outlets, 2.50"	1
310	0092571		Not Required, Outlets, Right Side Additional	1
311	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
312	0818640		Outlet, Large Diameter, Right Side, Akron Valve, PUC	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - PUC Akron 9335 w/PSI	
313	0699320		Adapter, 4.00" FNST x 5.00" Storz, w/Cap and Chain, PUC	1
			Qty, - 1	
314	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
315	0516777		Outlet, Rear, 2.50", (1), Thru Tank, PUC	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
316	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
317	0537394		Not Required, Outlet, Rear, Additional, PUC	1
318	0537395		Not Required, Elbow, Rear Outlets, Additional	1
319	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
320	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
321	0516280		Outlet, 3.00" Deluge w/2.50" Valve, w/TFT Extend-a-Gun XG18, PUC	1
322	0543555		Monitor, TFT Crossfire XFC-42, 5" Storz Portable Base, Shaper, Quad Stack Tips	1
			Monitor Finish - Painted by OEM	
323	0047175		No Additional Nozzle Req'd	1
324	0046857		Deluge Mount, For TFT Crossfire Monitor, TFT Manual Extend-A-Gun Only	1
325	0750982		Crosslay Module, Full Width, Roll Up Doors, PUC	1
326	0750897		Doors, Crosslay, Roll-up Amdor, Each End, Full Height, PUC	1
			Color, Roll-up Door - AMDOR Painted to Match Lower Body	
			Latch, Roll-up Door - Non-Locking Liftbar	
			Drip Pan - Drip Pan Required	
			Paint Break, PUC Crosslay Door - Slanted	
327	0747660		Lights, Crosslay Compt, Forward LED, 2Lts	1
328	0750916		Crosslays, (2) 1.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 1.75" double jacket hose	
329	0750900		Crosslay, (1) 2.50", W/Poly Trays, PUC	1
			Crosslay/Deadlay/Speedlay Capacity 1 - 200' of 2.50" double jacket hose	
330	0044333		Not Required, Foam System	1
331	0012126		Not Required, CAF Compressor	1
332	0552517		Not Required, Refill, Foam Tank	1
333	0042573		Not Required, Foam System Demonstration	1
334	0045465		Not Required, Foam Tanks	1
335	0091110		Not Required, Foam Tank Drain	1
336	0091079		Not Required, Foam Tank #2	1
337	0091112		Not Required, Foam Tank #2 Drain	1
338	0738072		Approval Dwg, Pump Panel(s), Not Required	1
339	0032479		Pump Panel Configuration, Control Zone	1
340	0516975		Material, Pump Panels, Operators Brushed Stainless, Sides Brushed Stainless, PUC	1
341	0516978		Pump and Plumbing Access, Simple Tilt Service, PUC	1

Line	Option	Type	Option Description	Qty
342	0664929		Light, Pump Compt, Pierce LED 24", 24V Location - in the best locations available to light up as much of the pump house as possible Qty, - 02	2
343	0516983		Gauges, Engine, Included With Pressure Controller, PUC	1
344	0005601		Throttle, Engine, Incl'd w/Press Controller	1
345	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
346	0549333		Indicators, Engine, Included with Pressure Controller	1
347	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
348	0770778		Cold Climate Pkg, Enclosure, Gauge Htr, Water Htr, Improved Ground Clearance,PUC	1
349	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
350	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
351	0750526		Gauge, Water Level, Pierce, In pressure Controller, Lt Driver	1
352	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level Qty, - 03 Activation, Water Level G - pb) parking brake is applied Location, Water Level Gauge, Multi-Select - Each Side Custom Cab & Rear Body Color, Trim - Black Trim	3
353	0006774		Not Required, Foam Level Gauge	1
354	0653081		Light, Pump Operator & Panel, Side Ctrl, PUC, 60354C LED Cab & LED OH Chr Cvr	1
355	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
356	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
357	0757092		Control, Air Horn, Multi Select	1
358	0757077		Control, Air Horn, Lanyard, LS Lanyard - Nylon Rope	1
359	0757076		Control, Air Horn, Lanyard, RS Lanyard - Nylon Rope	1
360	0757084		Control, Air Horn, Horn Ring	1
361	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
362	0510206		Location, Elect Siren, Recessed Overhead In Console Location, Elec Siren - Overhead, DS Center Sw Pnl	1
363	0076156		Control, Elec Siren, Head Only	1
364	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1
365	0601560		Location, Speaker, Frt Bumper, Recessed, Right Side, Inside Frame (Pos 3)	1
366	0895310		Siren, Federal Q2B Finish, Q2B Siren - Chrome	1
367	0006097		Location of Siren, Recessed in Bumper Location, Siren, Mech - c) center	1
368	0748305		Control, Mech Siren, Multi Select	1
369	0748280		Control Mech Siren, Horn Ring	1
370	0890124		Control Mech Siren, Ft Sw LS, Loc Location - far left side in front of officer	1
371	0734674		Sw, Siren Brake, Mom Rocker, Red Outline, RS Overhead Sw Pnl, Mux	1
372	0735899		Sw, Siren Brake, Mom Rocker, Red Outline, LS Overhead Sw Pnl, Mux	1
373	0746353		Not Required, Warning Lights Intensity	1
374	0758055	SP	Lightbar, WIn, Freedom IV-Q, 72", RRRBRBRStrRBRBRRR Filter, Whl Freedom Ltbrs - No Filters	1
375	0790846		Power Supply, WIn PE215 Traffic Light Controller, Single Strobe Tube Opticom Priority - b) High Opticom Activation - Cab Switch & E-Master Momentary Opticom Activation - No Activation	1
376	0898734		Light, Front Zone, WIn M6** M6** M6** M6** Q Bzl Color, Lens, LED's - Clear Color, Lt DS Frnt Outside - Left Red Color, Lt PS Frnt Outside - Right Red Color, Lt DS Front Inside - Left Blue Color, Lt PS Front Inside - Right Green Color, Q Bezel and Trim - Black	1

Line	Option	Type	Option Description	Qty
377	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
378	0747228		Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6Lts	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Centered Above Rear Wheels	
			Color, Trim - Black Trim	
			Color, Lt Side Front, DS - Blue	
			Color, Lt Side Front, PS - Blue	
			Color, Lt Side Mid DS - Red	
			Color, Lt Side Mid PS - Red	
			Color, Lt Side Rear PS - Blue	
			Color, Lt Side Rear DS - Blue	
379	0824185	SP	Lights, Side, WIn PS*01FCR LED, Through Rub Rail, 2nd	8
			Location, Lights - In the rub rails Infront of LS1, LS3, RS1, and RS3	
			alternating RBRBR RBRB with option # 750400	
			Qty, - 08	
			Color, Lights, Warning - Blue	
			Color, Trim - Black Trim	
380	0750400	SP	Lights, Side, WIn PS*01FCR LED, Through Rub Rail, 1st	10
			Location, Lights - In the rub rails Infront of LS1, LS3, RS1, and RS3	
			alternating RBRBR RBRB with option # 824185	
			Qty, - 10	
			Color, Lights, Warning - Red	
			Color, Trim - Black Trim	
381	0745867		Lights, Side, WIn M9** LED, Trm Fet 1st	2
			Location, Lights - one on the driver side and one on the passenger side	
			side sheet up high and forward	
			Qty, - 02	
			Color, Lights, Warning - Blue	
			Control, Light - b) side warning	
			Color, Lens, LED's - Clear	
			Color, Trim - Black Trim	
382	0894842		Lights, Rear Zn Lwr, WIn M6*, For Tail Lt Housings	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - b) DS Rear Lt Blue	
			Color, Lt PS Rear - r) PS Rear Lt Red	
383	0734069		Lights, Rear/Side Up Zone, WIn M9** M9** M9** M9** 4lts	1
			Color, Lens, LED's - Clear	
			Color, Lt, Side Rear Upper DS - Red	
			Color, Lt, Side Rear Upper PS - Red	
			Color, Lt, Rear Upper DS - Red	
			Color, Lt, Rear Upper PS - Blue	
			Color, Trim - Black Trim	
384	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
385	0590000		No Hose Bed Warn Light Brackets Required,Lights Mounted on Hatch/Body	1
			Compts,PUC	
386	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
			Qty, - 02	
			Location 1 - one in each ems cabinet over the front wheels, high and	
			centered on the back wall	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall Plate(s)	
387	0779701		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Body	1
			Qty, - 01	
			Location 1 - B1 high and centered	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall plate	
388	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body	1
			Qty, - 01	
			Location 1 - in RS3 on the rearward facing wall high and against the back	
			wall in the full depth lower area	
			AC Power Source - Shoreline	
			Cover, Receptacle - Interior SS Wall plate	

Line	Option	Type	Option Description	Qty
389	0519934		Not Required, Brand, Hydraulic Tool System	1
390	0649753		Not Required, PTO Driven Hydraulic Tool System	1
391	0824147	SP	Tool Mount, Turntable (Lazy Susan), Tray Mtd, Up to (4) E-Draulic Tools Location - in floor mounted tray in LS1 mounted all the way rear and outward in the tray Qty, - 1 Brand, Model, Age of Tool - TBD	1
392	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
393	0816508		NFPA Required Loose Equipment, Pumper, NFPA 2024, Provided by Fire Department	1
394	0519913		Not Required, Soft Suction Hose	1
395	0821565		Strainer, Provided by Fire Department, Pumper NFPA 2024 Classification	1
396	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
397	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA 2024, Provided by Fire Department	1
398	0816998		Axe, Flathead, Provided by Fire Department	1
399	0817000		Axe, Pickhead, Provided by Fire Department	1
400	0741569		Paint Process / Environmental Requirements, Appleton	1
401	0709651		Paint, Three-Tone Color, Velocity/Impel Paint Color, Upper Area, Predefined - 644 Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - Match Upper Color Paint Break, Cab - Standard Three-Tone Cab Break Paint Color, Middle Area, Predefined - 672	1
402	0709833		Paint, Two-Tone Color, Body Paint Break, Body - Body Seam/Catwalk Paint, Lower Body - Match Cab Lower Paint, Upper Body - Match Cab Middle	1
403	0646897		Paint Chassis Frame Assy, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Lower Job Color	1
404	0693797		No Paint Required, Aluminum Front Wheels	1
405	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl Paint, Wheels - Powder Coat Black #101	1
406	0733739		Paint, Axle Hubs Paint, Axle Hub - Lower Job Color	1
407	0007230		Compartment, Painted, Spatter Gray	1
408	0544087		Reflective Band, 6" Color, Reflect Band - A - e) black	1
409	0510041		Reflective across Cab Face, Imp/Vel	1
410	0820076		Stripe, Chevron, Rear, Reflective, NFPA 2024, Pumper, PUC Color, Reflect Band - A - c) ruby red Color, Reflect Band - B - p) black	1
411	0027341		Jog, In Reflective Stripe, Single or Multiple Qty, - 1	1
412	0512024		Stripe, Reflective, Chevron/Inverted "V", On Front Bumper Color, Reflect Band - A - e) black Size, Chevron Striping - 06 Color, Reflect Chev - A - c) ruby red	1
413	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - e) black	1
414	0027286		Not Required, Lettering Specs	1
415	0007472		[Lettering not Requested]	1
416	0766493		Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1
417	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
418	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
419	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
420	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
421	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
422	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
423	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1

Line	Option	Type	Option Description	Qty
424	0595767		Warranty, Frame, 50 Year, Velocity/Impel, WA0038	1
425	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
426	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
427	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
428	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
429	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
430	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
431	0695416		Warranty, Pierce Camera System, WA0188	1
432	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
433	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
434	0685945		Warranty, Transmission Cooler, WA0216	1
435	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
436	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
437	0693126		Warranty, AMDOR, Roll-up Door, 10 Year/5 Year Painted, WA0185	1
438	0889364		Warranty, Pump, Pierce, PUC-NG, 7 Year Parts, 1 Year Labor, WA0390	1
439	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
440	0641372		Warranty, Foam System, Not Available	1
441	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
442	0593921		Not Required, Warranty, No Lettering	1
443	0819254		Certification, Vehicle Stability, CD0196	1
444	0808574		Certification, Engine Installation, VEL, Paccar MX, 2027	1
445	0686786		Certification, Power Steering, CD0098	1
446	0892701		Certification, Cab Integrity, Impel/Velociry FR, CD0190	1
447	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
448	0548967		Certification, Windshield Wiper Durability, Impel/Velociry, CD0005	1
449	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
450	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
451	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
452	0545073		Amp Draw Report, NFPA Current Edition	1
453	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
454	0799248		Appleton/Florida BTO	1
455	0000048		PUMPER/TANKER, 3rd Gen	1
456	0000012		PIERCE CHASSIS	1
457	0735525		PACCAR MX13 ENGINE	1
458	0046396		EVS 4000 Series TRANSMISSION	1
459	0520324		PIERCE PUMP, PUC	1
460	0020009		POLY TANK	1
461	0028047		NO FOAM SYSTEM	1
462	0020006		SIDE CONTROL	1
463	0020007		AKRON VALVES	1
464	0020015		ABS SYSTEM	1
465	0658751		PUMPER BASE	1

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1198 Dated April 17, 2024.



PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

April 17, 2024

Chief Craig Snyder
City of Crystal Lake
100 W Municipal Complex
Crystal Lake, IL 60039

Subject: **Proposal for two (2) Pierce Velocity PUC Pumpers
Proposal / Bid 1198**

Dear Chief Snyder,

With regard to the above subject, please find attached our completed proposal. Pricing, is as follows, including 100% & 50% prepay options.

Pricing Summary:

Sale Price – **\$2,392,000.00*** - \$1,196,000.00 Each Unit
**Sale Price includes \$10,000.00 total discount for two identical units.
Houston-Galveston Area Council (HGAC) Consortium Pricing.

100% Performance Bond:

Should the City of Crystal Lake elect to have us provide a Performance Bond, \$6,786.00 will need to be added to the above sale price.

100% Prepayment Option:

Should the City of Crystal Lake elect to make 100% prepayment at contract signing, a discount of **(\$267,766.00)** can be subtracted from the above “Sale Price” resulting in a revised contract price of **\$2,124,234.00 OR \$2,131,020.00 with Performance Bond.**

50% Prepayment Option:

Should the City of Crystal Lake elect to make 50% prepayment of \$1,196,000.00 at contract signing, a discount of **(\$133,882.00)** can be subtracted from the above “Sale Price”.

Terms and Conditions:

- Taxes – Not Applicable
- Freight – F.O.B. – Appleton, WI / Shipping to Crystal Lake, IL
- Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.
- Delivery* – 45 - 48 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*



PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid thirty (30) days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 630-973-9081 or dan.rudnicki@macqueengroup.com.

We wish to thank the City of Crystal Lake for the opportunity to submit our proposal.

Respectfully,

Dan Rudnicki

Dan Rudnicki
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



PERFORM. LIKE NO OTHER.

MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

EM-102

April 17, 2024

Chief Craig Snyder
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100 W Municipal Complex
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MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

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We wish to thank the City of Crystal Lake for the opportunity to submit our proposal.

Respectfully,

Dan Rudnicki

Dan Rudnicki
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



Agenda Item No: 24

City Council Agenda Supplement

Meeting Date: May 7, 2024

Item: Purchase of Leased City Vehicles

Staff recommendation: Motion to adopt a Resolution authorizing the City Manager to execute agreements to purchase City vehicles leased through Enterprise Fleet Management for an amount not to exceed 10% over the listed reduced book value plus contractual fees.

Staff Contact: Jodie Hartman, Director of Finance
Adam Orton, Assistant Finance Director

Background:

On January 16, 2024, the City Council adopted a resolution authorizing the extension of the Vehicle Leasing and Replacement Program (VLR Program) with Enterprise Fleet Management, Inc. (EFM) for the leasing of City vehicles. This extension allows the City the flexibility to evaluate each vehicle acquisition to determine the most advantageous financing mechanism for acquiring vehicles whether leasing or purchasing.

The City originally authorized the vehicle leasing program as a financing mechanism to rotate vehicles in and out of the City's fleet on a set schedule keeping the quality of the fleet high and its maintenance costs low. With the leasing program having been in place for over five years, many of the City's leased vehicles have passed or are approaching the end of their initial lease terms. Due to reduced vehicle inventory and recent global supply chain issues, vehicles to lease have become more difficult to obtain. As a result, many leased City vehicles have rolled into automatic one year lease extensions and continue to incur interest payments and management fees.

Despite reaching the end of their lease terms, certain of these leased vehicles remain in good operating condition. The City has the option to purchase leased vehicles that have reached the end of their lease term from EFM at the vehicle's reduced book value plus contractual end of lease fees. The City currently has 25 leased vehicles that have reached the end of their lease terms. Of these, the Public Works Department is recommending the purchase of twelve (12) vehicles while the remaining vehicles will be returned to EFM. Additionally, in Fiscal Year 2024B, nine (9) additional vehicles will reach the end of their lease term. The condition of each of these vehicles will be evaluated, and a recommendation on whether to purchase or not will be made to the City Manager. By purchasing these lease vehicles, the City would retain the flexibility on when to replace these vehicles in its fleet as well as achieve cost savings through the elimination of interest payments and management fees.

The following 21 vehicles are recommended for purchase within this fiscal year. Each vehicle has reached the end of its initial lease term or will reach the end of its lease term in FY2024B. Vehicles that have not yet reached the end of their lease term will be purchased at lease expiration.

Department	Vehicle Type	Vehicle	Lease Unit	Reduced Book Value
Facilities	Pickup	12	22TM7X	\$4,321
Fire Rescue	Inspector Vehicle	332	22T5WM	\$5,754
Fire Rescue	Support/Towing	333	22ZGFZ	\$10,319
Police	Training Vehicle	1002	237TR5	\$5,162
Police	Investigations Vehicle	1003	237TTX	\$5,205
Police	Investigations Vehicle	1006	238RTH	\$3,889
Police	Commander Vehicle	1007	238RSN	\$402
Police	Investigations Vehicle	1012	235CHD	\$6,402
Police	Investigations Vehicle	1013	235CJF	\$6,867
Police	CSO Vehicle	1040	239SF6	\$4,475
Police	CSO Vehicle	1041	239SF4	\$4,243
Police	CSO Vehicle	1042	239SF7	\$4,527
Streets	Pickup	402	22V2PQ	\$5,842
Streets	Grapple	405	22VLTR	\$403
Streets	Tandem Axel Dump	408	22V3G4	\$40,590
Streets	Mini Dump	412	22ZG87	\$9,870
Streets	Mini Dump	429	22ZG9Z	\$10,614
Streets	Single Axel Dump	431	22V3GJ	\$40,590
Wastewater	Supervisor SUV	701	22T5WQ	\$5,429
Water	Pickup	503	22V2QM	\$6,382
Water	Supervisor Pickup	600	22V2Q2	\$6,198
Total:				\$187,484

Recommendation:

Since the reduced book value of a vehicle can change due to the timing of monthly lease payments, Staff recommends the adoption of a resolution authorizing the City Manager to execute agreements to purchase City vehicles leased through Enterprise Fleet Management for an amount not to exceed 10% over the above listed reduced book value plus contractual fees. City Special Legal Counsel has reviewed and approved the attached resolution.

Votes Required to Pass:

Simple majority



RESOLUTION

WHEREAS on January 16, 2024, the City Council authorized the extension of the City's participation in the Vehicle Leasing and Replacement Program (VLR Program) with Enterprise Fleet Management, Inc.; and

WHEREAS, due to reduced vehicle inventory and recent global supply chain issues, vehicles to lease have become more difficult to obtain; and

WHEREAS, many of the City's leased vehicles have reached the end of their initial lease term and remain in good operating condition; and

WHEREAS, the City has the option to purchase its leased vehicles for their reduced book values plus contractual end of lease fees; and

WHEREAS, the purchase of leased vehicles at the end of their initial lease term would eliminate the monthly interest payments and management fees.

WHEREAS, the reduced book value of a vehicle can change due to the timing of monthly lease payments.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the foregoing recitals are repeated and incorporated as though fully set forth herein; and

BE IT FURTHER RESOLVED that City Manager is hereby authorized to execute agreements to purchase the City vehicles leased through Enterprise Fleet Management and described in the list below for an amount not to exceed 10% over the below listed reduced book value, plus contractual fees.

Department	Vehicle Type	Vehicle	Lease Unit	Reduced Book Value
Facilities	Pickup	12	22TM7X	\$4,321
Fire Rescue	Inspector Vehicle	332	22T5WM	\$5,754
Fire Rescue	Support/Towing	333	22ZGFZ	\$10,319
Police	Training Vehicle	1002	237TR5	\$5,162
Police	Investigations Vehicle	1003	237TTX	\$5,205
Police	Investigations Vehicle	1006	238RTH	\$3,889
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Police	Investigations Vehicle	1012	235CHD	\$6,402
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Police	CSO Vehicle	1041	239SF4	\$4,243
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Water	Pickup	503	22V2QM	\$6,382
Water	Supervisor Pickup	600	22V2Q2	\$6,198
Total:				\$187,484

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblan, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024



Agenda Item No: 25

**City Council
Agenda Supplement**

Meeting Date:

May 7, 2024

Item:

Resolution Establishing a Youth Commission

Staff Recommendation:

Council Discretion

- 1) Motion to adopt a Resolution establishing a Youth Commission.
- 2) No Action

Staff Contact:

Nick Hammonds, Assistant City Manager

Background:

The City of Crystal Lake is proposing the establishment of a Youth Commission to study, investigate, plan, implement and advise the City Council on matters related to youth. In particular, the Commission will recommend policies, programs and services that empower, support and inform youth; that create a family friendly community, and that enable and encourage youth to be productive members of the community. The Commission shall serve as an advisory body to the City Council on matters pertaining to youth in the community.

The proposed Youth Commission would provide an opportunity for local youth, aged 16 to 20 years old, to engage with their local elected officials on general City matters and items of interest to the youth population in Crystal Lake. The City of Crystal Lake, through the Youth Commission, will engage the next generation of local government leaders in the community.

Recommendation:

Commission Structure: The Youth Commission shall be composed of seven (7) members to be appointed by the Mayor and City Council. Each member seat shall be a person nominated for consideration for appointment by the Mayor and subject to confirmation by a majority vote of the City Council. The following organizations shall recommend members: District 155 high schools based in Crystal Lake (Prairie Ridge, Crystal Lake Central, and Crystal Lake South), Crystal Lake private schools, home school students with a Crystal Lake residence, and McHenry County College.

There will be one (1) chairperson, (1) vice chairperson, and (5) at-large representatives. The Youth Commission members will vote to recommend a chairperson and vice chairperson for the consent and approval of the Mayor and City Council. In addition, non-voting alternate members may be recommended by their school and attend Commission meetings.

Terms of members shall be for one (1) year. After initial appointments, each subsequent appointment shall be for a one (1) year term. Members may serve a maximum of four (4) terms. Appointments shall expire on July 31st in the anniversary year of appointment of the member, and members that choose to continue on the Commission shall be accepted by a majority vote.

Member Qualifications: The Youth Commission shall be comprised of students who attend a high school or college in Crystal Lake, or a home school student with a Crystal Lake residence. Any person wanting to serve on the Commission would submit an application, including references or teacher recommendations, and require appointment and approval by the Mayor and City Council. The members shall be appointed on the basis of interest and commitment to engaging with their local government generally and on matters pertaining to youth in the community, and the feedback of the references submitted.

Meetings: The ad-hoc Youth Commission shall meet quarterly, at a minimum, and as needed to review potential youth matters and provide recommendations and updates to the City Council.

1. Meetings shall be held at regularly scheduled times to be established by the Commission at the beginning of each calendar year, or at any time upon the call of the Chair. There shall be a minimum of four meetings per year.
2. A quorum shall consist of a majority of the appointed members. A concurring vote of a majority of those members present and constituting a quorum is necessary to render a decision on any matter upon which the Commission is authorized to act.
3. All meetings shall be conducted in accordance with the Open Meetings Act of the State of Illinois (5 ILCS 120/1 et seq.) and shall be governed by Robert's Rules of Order.
4. The Commission shall keep minutes of its proceedings showing the vote of each member upon every question, or if absent or failing to vote, and shall also keep records of its official actions. Such minutes and records shall be open to the public for inspection and maintained at the offices of the City of Crystal Lake.

Commission Duties and Functions: The Youth Commission's duties may include:

1. To engage local youth with the operations and duties of the City of Crystal Lake government.
2. To engage local youth with their City of Crystal Lake elected officials.
3. To provide recommendations to the City Council regarding matters of interest to local youth.
4. To hear presentations at Youth Commission meetings from local youth regarding local government matters.
5. To provide presentations to the City Council regarding activities of the Youth Commission.

General Guidelines:

1. The City Manager's Office will provide staff support to the Commission.

Funding Sources:

1. The City Council may designate funding for projects recommended by the Commission.

Votes Required to Pass:

Simple majority



RESOLUTION

WHEREAS, the Mayor and City Council for the City of Crystal Lake strive to engage the youth's involvement in their local government; and

WHEREAS, the Mayor and City Council for the City of Crystal Lake value the feedback and involvement of the local youth; and

WHEREAS, the creation of a Youth Commission would assist the City of Crystal Lake with engaging youth in local government and receiving recommendations regarding matters pertaining to youth in the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE, as follows:

SECTION I: There is hereby established a Youth Commission of Crystal Lake.

SECTION II: The purpose of the Commission is to engage local youth with the City of Crystal Lake government and to provide recommendations to the City Council regarding matters concerning local youth.

SECTION III: The Committee will consist of seven (7) members who shall attend a high school in Crystal Lake or McHenry County College. Members shall be aged 16 to 20 years old. Terms of members shall be for one (1) year. After initial appointments, each subsequent appointment shall be for a one (1) year term. Members may serve a maximum of four (4) terms. In the event of a vacancy prior to the expiration of a term, the Mayor and City Council shall appoint a qualified successor to fill the remainder of the term.

SECTION IV: The duties of the Commission shall be as follows:

1. To engage local youth with the operations and duties of the City of Crystal Lake government.
2. To engage local youth with their City of Crystal Lake elected officials.
3. To provide recommendations to the City Council regarding matters of interest to local youth.
4. To hear presentations at Youth Commission meetings from local youth regarding local government matters.
5. To provide presentations to the City Council regarding activities of the Youth Commission.

DATED this 7th day of May, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

Nick Kachiroubas, CITY CLERK

PASSED: May 7, 2024
APPROVED: May 7, 2024

Draft



The Crystal Lake Youth Commission

POLICY & PROCEDURE MANUAL

This manual contains the operating guidelines for the Crystal Lake Youth Commission (CLYC) and describes the policies and procedures for the organizational structure, duties, and responsibilities of the Commission.

DESCRIPTION

Name

The name of this body shall be the Crystal Lake Youth Commission (CLYC).

Purpose

The Crystal Lake Youth Commission has been created to study, investigate, plan, implement and advise the City Council on matters related to youth. In particular, the Commission is charged with recommending policies, programs and services that empower, support and inform youth; that create a family friendly community, and that enable and encourage youth to be productive members of the community. The Commission shall serve as an advisory body to the City Council on matters pertaining to youth in the community.

Mission

The Crystal Lake Youth Commission is committed to advocating for youth by providing them the opportunity to learn, lead and serve through community outreach, service projects and establishing youth-adult partnerships.

MEMBERSHIP

Member Selection

The Youth Commission shall be comprised of students who attend a high school or college in Crystal Lake. Any person wanting to serve on the Commission would submit an application and require appointment approval by the Mayor and City Council. The members shall be appointed on the basis of interest and commitment to engaging with their local government generally and on matters pertaining to youth in the community. Along with the completion of a standard application form for Youth Commission position consideration, applicants will be asked to provide a statement on why they would like to serve in the position.

Eligibility

Members shall be between the ages of 16-20 years old. The Commission shall consist of up to 7 voting members and one City staff liaison to serve as a representative, at a minimum. The Commission shall consist of the following:

1. City Council member(s)
2. Seven (7) voting members:
 - a. One (1) chairperson, one (1) vice-chair, and five (5) at-large representative voting members. Members shall be students from one or more of the following eligible schools: Crystal Lake Central High School, Crystal Lake South High School, Prairie Ridge High school, Haber Oaks, Crystal Lake Private High schools, home school, or McHenry County College.
3. One (1) nonvoting school staff liaison.
4. City staff liaison.

Staffers from Crystal Lake schools shall serve as liaisons between the City and their school.

Term Length & Limits

Terms of members shall be for one (1) year. After initial appointments, each subsequent appointment shall be for a one (1) year term. Members may serve a maximum of four (4) terms. Appointments shall expire on July 31st in the anniversary year of appointment of the member, and members that choose to continue on the Commission shall be accepted by a majority vote.

Serve Additional Terms

To serve additional terms, members must provide a statement of their intent to serve an additional term and complete an application for the program. Members are limited to serving on the Commission for four years.

Resignation from the Commission

A Commission member may resign from the Commission before the completion of their term if they are unable to fulfill their membership responsibilities or will no longer meet membership eligibility requirements (age, state of residence, etc.). A statement must be submitted to the Youth Commission and the City Council.

Dismissal from the Commission

Any Commission member may be considered for dismissal from the Commission upon the following grounds:

- The member has two (2) or more unexcused absences from meetings.
- Displayed an inability to perform their duties.
- Intentionally disregards the Commission expectations.
- No longer meet membership eligibility requirements.

The staff liaison can suggest that a member be considered for dismissal upon the aforementioned grounds. The staff liaison, a City Council Member, and any representative from the member's school will initiate a meeting with the Commission member. This group may initiate a remediation plan for the Commission member that is considered for dismissal.

If the remediation plan remains unsuccessful, members who are considered for dismissal will be notified by the Youth Commission of their dismissal.

Vacancies

New Commission members will be selected as follows:

1. Applications will be available online and information distributed throughout all eligible schools for vacancies of the Commission slots.
2. Applications will be available online and information distributed to the community and in local media outlets.
3. The Youth Commission may be asked to review applications and participate in the process as requested by City Council and City staff.
4. Applicants will be recommended for the Mayor and City Council's review and approval.
5. This process will continue until all Commission vacancies are filled.

Volunteer Commission

No monetary compensation will be distributed to members during or upon completion of their term.

COMMUNICATION

Crystal Lake Youth Commission Members are responsible for being responsive to communications from the City.

Council Communication

Along with standard presentations given at Youth Commission meetings, Commission members may be tasked with providing reoccurring updates to the City Council regarding activities on the Youth Commission.

MEETINGS

A meeting is defined by Illinois's Open Meetings and Records Laws. All Crystal Lake Youth Commission meetings shall be conducted in accordance with the Open Meetings Act of the State of Illinois (5 ILCS 120/1 et seq.) and shall be governed by Robert's Rules of Order.

Attendance of Commission Members is mandatory at all Crystal Lake Youth Commission meetings. Limited excused absences may be granted by the staff liaison and the Crystal Lake Youth Commission in accordance with the Commission's attendance policy.

Regular Meetings

The Commission shall meet quarterly, at a minimum, and as needed to review potential youth matters and provide recommendations and updates to the City Council. Meetings will be held at City Hall.

1. The meeting will serve as a working agenda. It is open to the public and can include proposals for the Crystal Lake Youth Commission to comment or work on.
2. Youth Commission members will debrief at the beginning of the meeting, as well as the City Council and School District appointed liaisons.
3. Commission members will review upcoming agenda items for meetings that month, presented by the present City Council Member. Opinions of the items will be presented. City Council Members shall not vote on any Youth Commission agenda items.
4. Commission members will provide updates on projects.
5. Attire for all Commission meetings shall be casual, but appropriate.

Additional Commission meetings and work meetings may be scheduled by the Crystal Lake Youth Commission or staff liaison. All Crystal Lake Youth Commission meetings, agendas and meeting minutes shall be posted to the City of Crystal Lake website.

Meeting Agendas

City staff will create an agenda for each meeting.

All Commission meetings will operate using the same structure:

1. The Chairperson will call the meeting to order.
2. Commission Members will vote to approve the last meeting's minutes.
3. Agenda topics will be discussed and voted upon when appropriate.
4. Commission reports will be made when appropriate.
5. New business or announcements will be allowed at the end of the agenda.
6. Presentations by the public are allowed and encouraged. Time limits will be enforced when time is an issue. The CLYC has the right to accept or refuse community proposals and recommendations at their discretion.
7. Members will be introduced to City functions, including but not limited to: budget workshops, strategic plans, BID/RFP processes, and other educational topics, as determined by the Mayor and City Council.

Elected Official Involvement

In order to provide guidance and direction, City elected officials will interact with members of the Youth Commission at each meeting. Elected officials are not required to attend meetings, and lack of presence in a meeting will not hinder a quorum. Councilmembers may propose items for the Commission agenda.

Meeting Minutes

Minutes shall be taken at each Commission meeting. When a quorum is present, minutes shall be subject to approval by the Commission and made available to the public. The minutes will be compiled by the staff liaison and published onto the City of Crystal Lake website.

Quorum

A quorum shall consist of a majority of the appointed members. A concurring vote of a majority of those members present and constituting a quorum is necessary to render a decision on any matter upon which the Commission is authorized to act.

Voting

All meetings shall be conducted in accordance with the Open Meetings Act of the State of Illinois (5 ILCS 120/1 et seq.) and shall be governed by Robert's Rules of Order. In order for a vote to take place on an agenda item, the item must have been listed on the agenda and a quorum must be present. Commission members shall participate in discussions to build consensus within the Commission. Motions (proposals submitted for consideration, debate, and ultimately a Commission vote) must be brought forth by a Commission member. Passage of a motion requires a simple majority, which is one more than half the members present.

Meeting Attendance Policy

It is imperative that all Commission members commit to attending meetings. In the event that meeting attendance is determined to cause any Commission member undue hardship, the member in question may be excused from the meeting. The determination of an excused absence is made by the staff liaison.

Commission Members who need to miss a scheduled meeting or event are required to notify the staff liaison of their absence. Special events, opportunities for Commission Members to bond, and other activities may be scheduled throughout the year.

ADDITIONAL YOUTH OPPORTUNITIES

Summer Intern Program

Following the completion of a term on the Youth Commission, students who participated on the Commission may have the opportunity to apply for and work in the City of Crystal Lake as an intern. This program will involve an opportunity for students to come to City Hall to work with various Departments on projects, learn about internal operations, and shadow appointed or elected officials.

Positions for this program are not guaranteed and will reflect the availability of staff to participate in this program, budget restrictions, and the nature of work to be completed.

District 155 Internship Program

District 155 students may earn course credit for participating in the internship program. Interns will shadow a City of Crystal Lake employee or department to learn about daily operations and gain insight into a career in local government. Interns will have the ability to work with a department that fits their interest, including the Three Oaks Recreation Area. Internships will occur during the summer months, and the duration and hours worked will be mutually agreed upon by the City and the intern. District 155 will supply proof of liability insurance for the intern(s).

DRAFT



City of Crystal Lake Youth Commission Application

Applicant Information

Name _____

Address: _____
(Street) (City) (Zip)

Telephone (Home): _____ Telephone (Work): _____

e-mail: _____

Please select the option or options below that apply to you.

Crystal Lake Resident. Please provide the number of years living in Crystal Lake: _____

Attending School in Crystal Lake. Please provide the name of the school: _____

Please describe your *training* and *education* that would make you an asset to this Commission.

Please describe your *experience* that would make you an asset to this Commission.

Please describe why you are interested in serving on this Commission.

Please attach three references and/or teacher recommendation(s).

I certify that all the information submitted by me on this application is true and complete, and I understand that if any false information, omissions or misrepresentations are discovered, my application may be rejected and, if I am selected on this Commission, my Commission membership may be terminated.

Signed: _____

Date: _____

Please submit your completed application via email to Nick Hammonds, Assistant City Manager, at nhammonds@crystallake.org.