

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 13, 2011 AGENDA**

| SUBJECT: | TYPE: | SUBMITTED BY: |
|--------------------|--|--|
| Bid: Liquid Deicer | Resolution Ordinance ✓ Motion Discussion Only | Nan Newlon, P.E. Director of Public Works |

SYNOPSIS

A motion is requested to approve the purchase of Geomelt liquid deicer from Wellspring Environmental Products of Oak Park, Illinois as a sole source supplier in an amount not-to-exceed \$83,230.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY11 General Fund budget includes \$75,000 for the purchase of liquid deicer. The purchase price exceeds the budget amount because of a change in the method of application that slightly increases the cost of the product, but makes the road salt more effective when it is applied, thereby reducing the amount of salt required.

RECOMMENDATION

Approval on the September 13, 2011 consent agenda.

BACKGROUND

A key component of the Village's snow and ice removal program is the use of liquid deicer. This can be applied directly to the pavement in advance of a winter storm (anti-icing), following a storm (de-icing), or used to pre-treat the Village's salt stockpile. By itself, road salt is ineffective below 15° to 20° Fahrenheit and coating the salt with liquid deicer before it is applied to the roadway provides several important advantages including:

- Reduction in corrosion to roadway surfaces, equipment and vehicles up to 80%
- Improved melting of snow and ice to -25° to -30° Fahrenheit
- Decreased salt usage by up to one-third
- Remains on the roadway for up to five days

This upcoming winter season would mark the third year the Village has included a liquid deicer as a component of the program, and the second year that Geomelt would be used. Staff is continually evaluating changes within the marketplace and believes that Geomelt provides good performance with advantages in stockpile treatment efficiency and local availability that makes it a more economical and effective than other alternatives. Geomelt products have also been independently tested to ensure their efficacy and environmental effects by the Pacific Northwest Snowfighters (PNS).

Staff is requesting that Wellspring Management, Ltd. of Oak Park, Illinois be approved as a sole source supplier for this purchase. Geomelt is a patented product that is sold through territorial distributorships. Wellspring Management is the only authorized distributor for Downers Grove. As a result, there are no other suitable options for the Village to obtain this product other than through Wellspring Management.

ATTACHMENTS

Contract Documents
Sole Source Letter

**CONTRACT FOR THE PROVISION OF SALT TREATMENT,
ANTI-ICING AND DE-ICING**

The Village of Downers Grove ("Village") and Wellspring Management, Ltd. ("WELLSPRING") enter into this Contract this 1st day of September, 2011. The Village and WELLSPRING hereby agree as follows:

I. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

WELLSPRING will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

WELLSPRING is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

3. DELIVERIES

All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

4. SPECIAL HANDLING

Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, WELLSPRING will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. WELLSPRING shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

5. COMPLIANCE WITH OSHA STANDARDS

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

6. CERCLA INDEMNIFICATION

WELLSPRING shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by WELLSPRING, both before and after its disposal.

7. CAMPAIGN DISCLOSURE

Any contractor, proposer, or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the Contract, WELLSRING agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

8. COPYRIGHT/PATENT INFRINGEMENT

WELLSRING agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by WELLSRING that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

9. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, WELLSRING shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or form the reckless or willful misconduct of WELLSRING, its employees, or its subcontractors, and WELLSRING shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, WELLSRING shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring WELLSRING to indemnify the Village for its own negligence. WELLSRING shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of WELLSRING, its employees, or its subcontractors.

10. NONDISCRIMINATION

WELLSRING shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of

past discrimination;

- (b) By entering into this Contract, WELLSPRING certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of this Contract.
- (c) It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. WELLSPRING shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

11. SEXUAL HARASSMENT POLICY

WELLSPRING or supplier, as a party to a public contract, shall have a written sexual harassment policy that:

- (a) Notes the illegality of sexual harassment;
- (b) Sets forth the State law definition of sexual harassment;
- (c) Describes sexual harassment utilizing examples;
- (d) Describes WELLSPRING's internal complaint process including penalties;
- (e) Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- (f) Describes the protection against retaliation afforded under the Illinois Human Rights Act.

12. EQUAL EMPLOYMENT OPPORTUNITY

In the event of WELLSPRING's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), WELLSPRING may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, WELLSPRING agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of WELLSRING's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with WELLSRING in its efforts to comply with such Act and Rules and Regulations, WELLSRING will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, WELLSRING will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, WELLSRING will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

13. DRUG FREE WORK PLACE

WELLSRING, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or WELLSPRING's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or WELLSPRING's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

14. PATRIOT ACT COMPLIANCE

WELLSPRING represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. WELLSPRING further represents and warrants to the Village that WELLSPRING and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. WELLSPRING hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives,

engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney’s fees and costs) arising from or related to any breach of the foregoing representations and warranties.

15. INSURANCE REQUIREMENTS

Prior to starting the work, WELLSRING and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by WELLSRING or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

| | | |
|--|--------------|---|
| Workers Compensation | \$500,000 | Statutory |
| Employers Liability | \$1,000,000 | Each Accident |
| | \$1,000,000 | Disease Policy Limit |
| | \$1,000,000 | Disease Each Employee |
| Comprehensive General Liability | \$2,000,000 | Each Occurrence |
| | \$2,000,000 | Aggregate |
| | | <i>(Applicable on a Per Project Basis)</i> |
| Commercial Automobile Liability | \$1,000,000 | Each Accident |
| Professional Errors & Omissions (as required below) | \$2,000,000 | Each Claim |
| | \$2,000,000 | Annual Aggregate |
| Umbrella Liability | \$ 5,000,000 | |

Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract. The limit must be on a “Per Project Basis”.

Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.

Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.

Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that WELLSRING or any Subcontractor fails to procure or maintain any insurance required by the Contract, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to WELLSRING or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise WELLSRING or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve WELLSRING or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

If the Work under the Contract includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract. Contractor and all Subcontractors agree to maintain such coverage for three (3) years

after final acceptance of the Project by the Village or such longer period as the Contract may require. Renewal policies during this period shall maintain the same retroactive date.

Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or WELLSRING shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

16. SUBLETTING OF CONTRACT

No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve WELLSRING from its obligation or change the terms of the Contract.

- 17. TERM OF CONTRACT** This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds.

18. TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to WELLSRING, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.

The Village further reserves the right to terminate the whole or any part of this Contract, upon ten (10) days' written notice to WELLSRING, in the event of default by WELLSRING. Default is defined as failure of WELLSRING to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that WELLSRING fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. WELLSRING shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of WELLSRING. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to WELLSRING.

19. BILLING & PAYMENT PROCEDURES

This is a partial pre-paid contract and the Village shall pay \$78,000.00 by October 17, 2011 and the balance to be billed by WELLSRING after final delivery. Total contract amount shall not exceed \$83,230.00. Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice has been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS

505/1 et seq., in that any bill approved for payment must be paid or the payment issued to WELLSRING within 60 days of receipt of a proper bill or invoice. If payment is not issued to WELLSRING within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify WELLSRING requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

If this contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

20. RELATIONSHIP BETWEEN WELLSRING AND THE VILLAGE

The relationship between the Village and WELLSRING is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

21. STANDARD OF CARE

Any services performed by WELLSRING under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract or in any report, opinions, and documents or otherwise.

If WELLSRING fails to meet the foregoing standard, WELLSRING will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by WELLSRING’s failure to comply with the above standard and reported to WELLSRING within one (1) year from the completion of WELLSRING’s services for the Project.

For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by WELLSRING during construction or equipment installation or the furnishing of Project representatives shall not make WELLSRING responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contactor(s’) failure to perform its work in accordance with contract documents.

22. SUCCESSORS AND ASSIGNS

The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. WELLSRING will provide a list of key staff, titles, responsibilities, and contact information.

23. WAIVER OF CONTRACT BREACH

The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. CHANGE ORDERS

The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing. The appropriate authorizing signature for the Village is the Village Manager.

Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

25. SEVERABILITY OF INVALID PROVISIONS

If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

26. GOVERNING LAW

This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

27. NOTICE

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to WELLSRING as specified on the Contract Form.

28. AMENDMENT

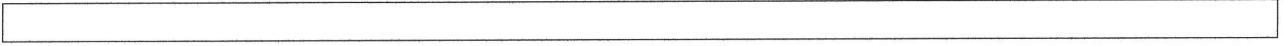
This Contract will not be subject to amendment unless made in writing and signed by all parties.

29. FOIA COMPLIANCE

WELLSRING acknowledges that the Freedom of Information Act may apply to public records in possession of WELLSRING or a subcontractor. WELLSRING and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

II. CONTRACT SCOPE AND AMOUNT

WELLSRING agrees to provide the products and services in accordance with the terms set forth in Exhibit A dated August 18, 2011, which is attached hereto and herein incorporated.



CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer /vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

WELLSPRING has not contributed to any elected Village position within the last five (5) years.

Warren King
Signature

Warren King
Print Name

WELLSPRING has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: WellSpring Management Ltd
 ADDRESS: 818 N. Marion Street
 CITY: Oak Park, IL 60302-1533
 STATE: —
 ZIP: —
 PHONE: (708) 383-0835 FAX: 708-383-3468
 TAX ID #(TIN): 20-1705932

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: —
 ADDRESS: —
 CITY: —
 STATE: — ZIP: —

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: Warren S. K. DATE: September 1, 2011

III. CONTRACT FORM

| | |
|--|---|
| WELLSPRING: | |
| <u>WellSpring Management Ltd</u> Company Name | Date: <u>September 1, 2011</u> |
| <u>818 N. Marion Street</u> Street Address of Company | <u>W.King@wellspringHd.com</u> Email Address |
| <u>Oak Park, IL 60302-1533</u> City, State, Zip | <u>Warren King</u> Contact Name (Print) |
| <u>(708) 383-0835</u> Business Phone | <u>(708) 856-2212</u> 24-Hour Telephone |
| <u>(708) 383-3468</u> Fax | <u>Warren King</u> Signature of Officer, Partner or Sole Proprietor |
| | <u>Warren King - President</u> Print Name & Title |
| ATTEST: If a Corporation | |
| <u>Katherine L. King</u> Signature of Corporation Secretary | |

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date



Environmental Chemical Contractor

1 September 2011

Mr. Stan Balicki
Assistant Director of Public Works
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

RE: GEOMELT Exclusive Territory

Dear Mr. Balicki:

Please accept this as a confirmation of Wellspring Management's status as a dealer-distributor for SNI Solutions, Inc.

Our company has exclusive rights to 'GEOMELT' product sales in IL-WI-MN-IA and within our areas of operation, extended areas of representation to certain Dealers and Distributors. Wellspring Management is the Distributor for your village.

With this arrangement we can better serve, through stable pricing and resource management, the best interest of our clients in all areas.

If there is any further information necessary to assist in your municipalities purchasing requirement, please contact me at your convenience.

I appreciate the opportunity to have our products considered in support of your Village's winter operations.

Respectfully,

Michael J Bellovics, President

HP LaserJet 3390

Fax Call Report



Munson Insurance Agency Inc
 (815) 756-1936
 Sep-1-2011 12:11PM

| Job | Date | Time | Type | Identification | Duration | Pages | Result |
|------|-----------|------------|------|----------------|----------|-------|--------|
| 1429 | 9/ 1/2011 | 12:09:49PM | Send | 16304345495 | 1:11 | 1 | OK |

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
9/1/2011

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 Munson Insurance Agency, Inc 336 E Lincoln Hwy Professional Service Since 1934 DeKalb IL 60315 | SUBROGATION NAME: Craig Munson, CIC PHONE: (815) 756-8565 FAX: (815) 756-1936 E-MAIL: craigmunson@munsoninsurance.com ADDRESS: Munson Insurance Agency, Inc DeKalb IL 60315 |
| INSURED WellSpring Management, Ltd Attn: Warren S King, President 818 N Marion Street Oak Park IL 60302-1533 | INSURER(S) AFFORDING COVERAGE INSURER A: Pekin Ins Co NAIC # 24228 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES: CERTIFICATE NUMBER: CL0751800388 REVISION NUMBER:

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

| REF | TYPE OF INSURANCE | DESCRIPTION | POLICY NUMBER | POLICY EFF. DATE | POLICY EXP. DATE | LIMITS |
|-----|--|---|---------------|------------------|------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS/MADE <input checked="" type="checkbox"/> OCCUR | | CL0053978 | 12/16/2010 | 12/16/2011 | EACH OCCURRENCE \$ 2,000,000 EXCESS TO RENTED PREMISES (per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADVISORY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/PROP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS | <input type="checkbox"/> SOME/LEASED AUTOS <input checked="" type="checkbox"/> ADJUDICATED AUTOS | 009640403 | 12/16/2010 | 12/16/2011 | COMBINED SINGLE LIMIT (all auto) \$ BODILY INJURY (per person) \$ 1,000,000 BODILY INJURY (per accident) \$ 1,000,000 PROPERTY DAMAGE (per accident) \$ 1,000,000 Underinsured motorist (BI split) \$ 1,000,000 |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAMS/MADE | <input checked="" type="checkbox"/> OCCUR | 5083810 | 12/16/2010 | 12/16/2011 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/RETIRED EXCLUSIVE (mandatory in NH) Elev. service only DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A | 009077378 | 12/16/2010 | 12/16/2011 | <input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTH. INJ. LIMITS EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required))
 DISTRIBUTOR
 Village of Downers Grove, its officers, officials, employees and volunteers have been added as an additional insureds on a primary and non contributory basis under general liability policy - CL0053978

| | |
|--|--|
| CERTIFICATE HOLDER (630) 434-5495 Village of Downers Grove Public Works Dept Attn: Stanley Balloki, Asst Director 5101 Walnut Avenue Downers Grove, IL 60515-4074 | 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 <i>Craig A. Munson, Pres</i> |
|--|--|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2011

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| | | |
|--|--|--------|
| PRODUCER Munson Insurance Agency, Inc 336 E Lincoln Hwy Professional Service Since 1934 DeKalb IL 60115 | CONTACT NAME: Craig Munson, CIC | |
| | PHONE (A/C No. Ext): (815) 756-8565 FAX (A/C No.): (815) 756-1936 E-MAIL ADDRESS: craigmunson@munsoninsurance.com | |
| INSURED WellSpring Management, Ltd Attn: Warren S King, President 818 N Marion Street Oak Park IL 60302-1533 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Pekin Ins Co | 24228 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

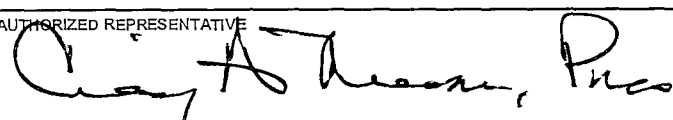
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| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------|---|---------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | X | CL0053978 | 12/16/2010 | 12/16/2011 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | | | | MED EXP (Any one person) \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | GENERAL AGGREGATE \$ 4,000,000 | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY | | | 00P640403 | 12/16/2010 | 12/16/2011 | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS | | X | | | | BODILY INJURY (Per person) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ 1,000,000 |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | | | 508381Q | 12/16/2010 | 12/16/2011 | Underinsured motorist BI split \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE | | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | DED | RETENTION \$ 10,000 | X | | | | AGGREGATE \$ 1,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | 00WC77378 | | | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | CORPORATE OFFICERS ARE EXCLUDED | 12/16/2010 | 12/16/2011 | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

DISTRIBUTOR
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|---|---|