

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 17, 2013 AGENDA

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

SYNOPSIS

A resolution has been prepared to authorize a contract extension with Wellspring Management Ltd. of Oak Park, Illinois until December 31, 2013 for the provision of liquid deicer. There is no change in contract cost for this time extension.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

NA

RECOMMENDATION

Approval on the September 17, 2013 consent agenda.

BACKGROUND

On October 2, 2012, Village Council authorized the execution of an agreement with Wellspring Management Ltd. for the provision of Geomelt liquid deicer in the amount of \$57,673. The contract included pre-treatment of 3,500 tons of road salt, 8,100 gallons of liquid deicer for direct application to roadways, and four pallets of bagged pre-treated salt. This quantity of product was anticipated to be needed during the 2012/13 winter season ending in April, 2013; however, only \$19,500 was expended in late 2012 to pre-treat 1,500 tons of salt. The vendor has agreed to extend the contract until December 31 at the same prices which will provide sufficient quantity of the product to prepare for the upcoming winter season.

ATTACHMENTS

Resolution
Wellspring Management Ltd. Contract Extension

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN EXTENSION TO THE
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND WELLSRING MANAGEMENT, LTD.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (“Village”) and Wellspring Management, Ltd. (“Wellspring”), for the purchase of Geomelt liquid de-icer for snow and ice removal purposes, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

**EXTENSION TO THE AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE AND
WELLSPRING MANAGEMENT LTD.**

The Village of Downers Grove, Illinois, and Wellspring Management Ltd. ("Provider") entered into a contract for the provision of salt treatment, anti-icing and de-icing on or about October 2, 2012. Pursuant to the terms stated therein, the parties desire to extend that contract under the following terms:

1. The contract shall be extended through December 31, 2013.
2. The Provider agrees to provide the products and services at the same prices as listed in the 2012 agreement. The remaining contract quantities are specifically per the table below:

ITEM	QUANTITY OF SALT TO BE TREATED (TONS)	GALLONS OF LIQUID OR PALLET OF ECOSALT	PRICE	NOTES
Salt Treatment Service with GEO 55	2,000	10,000	\$25,000.00	Includes GEO 55 + salt treatment. Treatment start date by mutual agreement and not later than third week of December 2013.
SC 217 blend for anti-icing, de-icing, and pre-wet*	N/A	4,500	\$5,625.00	One (1) full tanker load.
Extra GEO 55 for blending ECOSALT	N/A	3,600	\$5,580.00	Less-than-full tanker load.
sidewalk de-icer (pallets)	N/A	4	\$1,968.00	50-lb bags; 48 bags per pallet.
Total remaining contract price			\$38,173.00	Basis payment of invoices upon presentation. Prices valid for deliveries through December 2013.

* Additional full tanker loads of SC 217: \$1.23/gallon.

3. All other terms from the October 2, 2012 contract remain in full force and effect.

VILLAGE OF DOWNERS GROVE

Attest:

April Holden, Village Clerk

Date: _____

WELLSPRING MANAGEMENT LTD.

Wendy A. Enner

Title: _____
Sales Rep

Date: _____
September 5, 2013

**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 _____ day of September, 2012. The Village and WELLSPRING hereby agree as follows:

I. CONTRACT SCOPE AND AMOUNT

WELLSPRING agrees to provide the products and services in accordance with the terms and pricing set forth in Exhibit A dated September 4, 2012, which is attached hereto and incorporated herein.

II. 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, WELLSPRING 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

WELLSPRING 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 WELLSPRING 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, WELLSPRING 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 from the reckless or willful misconduct of WELLSPRING, its employees, or its subcontractors, and WELLSPRING 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, WELLSPRING shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring WELLSPRING to indemnify the Village for its own negligence. WELLSPRING shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of WELLSPRING, its

employees, or its subcontractors.

10. NONDISCRIMINATION

WELLSPRING 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 WELLSPRING'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 WELLSPRING in its efforts to comply with such Act and Rules and Regulations, WELLSPRING 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, WELLSPRING 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, WELLSPRING 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

WELLSPRING, 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, WELLSPRING 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 WELLSPRING 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	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	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	\$500,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(as required below)	\$2,000,000	Annual Aggregate

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 WELLSPRING 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 WELLSPRING 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 WELLSPRING, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village. In the event the Village terminates this Contract, 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. WELLSPRING shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to WELLSPRING.

19. BILLING & PAYMENT PROCEDURES

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 WELLSPRING within 60 days of receipt of a proper bill or invoice. If payment is not issued to WELLSPRING 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 WELLSPRING 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 WELLSPRING AND THE VILLAGE

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

For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by WELLSPRING during construction or equipment installation or the furnishing of Project representatives shall not make WELLSPRING 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. WELLSPRING 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 WELLSPRING 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

WELLSPRING acknowledges that the Freedom of Information Act may apply to public records in possession of WELLSPRING or a subcontractor. WELLSPRING 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.

Village of Downers Grove

WELLSPRING:

WellSpring Management, Ltd.
Company Name

818 N. Marion Street
Street Address of Company

Oak Park, IL 60302-1533
City, State, Zip

(708) 383-0835
Business Phone

(708) 383-3468
Fax

Date: September 7, 2012

w.king@wellspringltd.com
Email Address

Warren King
Contact Name (Print)

(708) 856-2212
24-Hour Telephone

Warren King
Signature of Officer, Partner or
Sole Proprietor

Warren King-President
Print Name & Title

ATTEST: If a Corporation

Katherine King
Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

Village of Downers Grove



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

STATE: ILLINOIS

ZIP: 60302-1533

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: SNI Solutions for the Account of WellSpring

ADDRESS: 205 N. Stewart Street

CITY: GENESEO

STATE: ILLINOIS ZIP: 61254

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: Wendy [Signature] DATE: 9-07-12

Village of Downers Grove

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Village of Downers Grove

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.

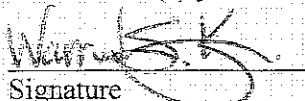
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 contract, 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.


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

WELLSPRING ENVIRONMENTAL PRODUCTS									
Contact Dean Ennes: (708) 445-0053									REV: 04 September 2012
VILLAGE OF DOWNERS GROVE: PRICING FOR 2012-2013 SEASON									DG GEOMELT PRICING TEMPLATE REV 04 SEP 2012
ITEM		QUANTITY OF SALT TO BE TREATED (TONS)	GALLONS OF LIQUID OR PALLETS OF ECOSALT	PRICE	NOTES				
Salt Treatment Service with GEO 55: October 2012		1,500	7,500	\$19,500.00	Includes GEO 55 + salt treatment.				
Salt Treatment Service with GEO 55: Range of January-April 2013		2,000	10,000	\$25,000.00	Includes GEO 55 + salt treatment.				
SC 217 blend for anti-icing, de-icing, and pre-wet*		N/A	4,500	\$5,625.00	One (1) full tanker load.				
Extra GEO 55 for blending		N/A	3,600	\$5,580.00	Less-than-full tanker load.				
ECOSALT sidewalk de-icer (pallets)		N/A	4	\$1,968.00	50-lb bags; 48 bags per pallet.				
		Total contract price		\$57,673.00	Basis payment of invoices upon presentation.				
* Additional full tanker loads of SC 217: \$1.23/gallon.									
Look-Ups and Reference Figures:									
1	Price Salt Treatment per ton of salt (not including GEO 55) if < 2,000 tons	\$5.25			Treatment at Downers Grove Public Works.				
2	tons	\$4.75			Treatment at Downers Grove Public Works.				
3	Price GEO 55 per gallon (delivered to Downers Grove)	\$1.55							
4	Price SC 217 per gallon, if one (1) tanker load (delivered to Downers Grove)	\$1.25			SC 217 contains 20% GEOMELT; 10% calcium chloride; 70% salt brine.				
5	Price ECOSALT per pallet (delivered to Downers Grove)	\$492.00			Apply 25% - 30% less than untreated sidewalk salt.				
6	Gals/ton of salt GEO 55 for pre-treatment	5							
7	Gals/ton of salt GEO 55 pre-wet for untreated salt	5-6							
8	Gals/ton of salt SC 217 pre-wet for untreated salt	10-12			4-6 gals/ton if salt was pre-treated with GEO 55.				
9	Gals/lane mile SC 217 for anti-icing	30-35							
10	Gals/lane mile SC 217 for de-icing	60-70							
11	Standard tanker size for delivery of liquids (gallons)	4,500							
Additional contract conditions for Salt Treatment Service									
1	Treatment operations to commence on a mutually agreed dates.								
2	Salt furnished by customer and available for treatment before operation begins.								
3	Customer to furnish all loaders and loader operators to shuttle salt from salt pile to conveyor hopper and from discharge pile to customer's storage.								
4	Application of GEO 55 liquid @ 5 gallons per ton of salt (could be marginally less if the salt's moisture content is high)								