

**AGENDA**  
**Municipal Services Committee**  
**February 26, 2018**  
**6:30 P.M. – Council Chambers**

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
  - a. **Resolution** – Approval of a resolution authorizing the Mayor to enter into a contract with Acqua Contractors in an amount not to exceed \$1,200,000 for the replacement of a water main and restoration on Plainfield Road from 75th Street to Tennessee Avenue and to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$121,330 for the Construction Observation for the replacement of a water main on Plainfield Road from 75th Street to Tennessee Avenue.
  - b. **Resolution** - Approval of a resolution authorizing the Mayor and City Clerk to execute a contract for the 2018 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 7 Entrance Way Planting Beds between the City of Darien and Eternally Green Lawn Care, Inc. in an amount not to exceed \$6,625.
  - c. **Resolution** –Approval of a resolution authorizing the Mayor to execute a contract for the 2018 Street Maintenance project between the City of Darien and Schroeder Asphalt, Inc. The following schedule of pricing: base bid - \$1,394,572; alternate 2 – patching - \$67,500.00; for a total of \$1,462,072
  - d. **Resolution** – Approval of a resolution for the 2018 City of Darien Zoning Map for publication.
  - e. **Ordinance** - Approval of an ordinance granting a one year extension to the PUD amendment for the AMVETS Collection Center in the Darien Towne Center shopping center.
  - f. **Resolution** - Approval of a resolution authorizing the Mayor and City Clerk to approve a resolution in support of the Greenest Region Compact
  - g. **Minutes – January 22, 2018 Municipal Services Committee**
4. **Director’s Report**
5. **Next scheduled meeting – March 26, 2018**
6. **Adjournment**

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 26, 2018**

**Issue Statement**

Approval of a resolution authorizing the Mayor to enter into a contract with Acqua Contractors in an amount not to exceed \$1,200,000 for the replacement of a water main and restoration on Plainfield Road from 75<sup>th</sup> Street to Tennessee Avenue.

**AND**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$121,330 for the Construction Observation for the replacement of a water main on Plainfield Road from 75<sup>th</sup> Street to Tennessee Avenue.

**Background/History**

The FYE 19 Water Fund budget includes funds to replace the existing water main and complete the necessary engineering to replace the water main on Plainfield Road from 75<sup>th</sup> Street to Tennessee Avenue. The construction project is for the replacement of the cast iron water main located beneath the pavement of said location. The existing 12" water main is estimated to have been installed between the late 1960's to the mid 1970's. The pipe is a main transmission line that runs from Plant No. 2 (Plainfield Road and Cass Ave) to the eastern limits of the City. The department has had and continues to, experience numerous water main breaks on this line. During the emergency excavations Staff has identified abandoned piping that is still in service. It appears that during the widening of Plainfield Road, in the early 1980's, fire hydrants were capped off, the valves were buried and the hydrants were then relocated. Additional buried items such as line stops were utilized during the relocation of the fire hydrants and also buried in place. Several of the existing line stops have blown off and caused severe water loss, road buckling and low pressure issues, especially over the last two winter seasons. There are existing valves that will not provide a complete shutdown and requires additional neighborhood valves to be isolated causing resident and/or business complaints of no water. The existing water main is made of cast iron and has been identified during the main breaks to be deteriorating through corrosion.

The proposed water main would be ductile iron and pending existing conflicts, would be run in the parkway and roadway along Plainfield Road. Lateral crossings would be constructed through the roadways and tied into the existing water main. The plans would call out for new fire hydrants, water services, and valves.

On January 23, 2018, 10:00 a.m., thirteen bids were received and read aloud at the City of Darien. The lowest competitive bid was Acqua Contractors. See attached Bid Tabulation labeled as Attachment A. Attached is a letter from Christopher B. Burke Engineering recommending the City to accept the bid as presented. See attached letter labeled as Attachment B.

The project also includes an additional component for the Construction Observation Engineering services through the City Engineer, Christopher B. Burke Engineering. The scope of work includes the following:

**Task 1 – Construction Observation:****TASK 1.1 – SHOP DRAWING REVIEW****TASK 1.2 – OBSERVATION****TASK 1.3 – AREA RESIDENT AND BUSINESS CONCERNS****TASK 1.4 – EROSION CONTROL INSPECTION****TASK 1.5 – QA MATERIAL TESTING****TASK 1.6 – TRAFFIC CONTROL INSPECTION****TASK 1.7 – POST-CONSTRUCTION**

Plainfield Road Water Main Engineering

February 26, 2018

Page 2

Funding for the water main improvements project and engineering services is included in the FY 18/19 Budget. Please note, the funding will be covered through a bond and will require City Council approval under a separate agenda memo.

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION   | FY 18/19 BUDGET | PROPOSED EXPENDITURE |
|----------------|---|-----------------|----------------------|
| 12-50-4815     | Plainfield Rd – 75 <sup>th</sup> Street to Tennessee Ave Water Main Construction  | \$ 1,200,000    | \$ 1,200,000         |
| 12-50-4815     | Plainfield Rd – 75 <sup>th</sup> Street to Tennessee Ave Construction Observation | \$ 121,330      | \$ 121,330           |

**Staff Recommendation**

Staff recommends approval of the above resolutions.

**Alternate Consideration**

As directed by the Municipal Services Committee.

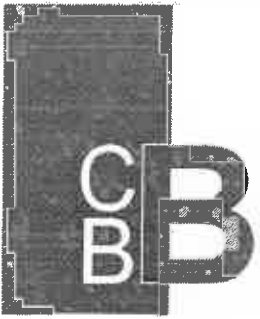
**Decision Mode**

This item will be placed on the March 5, 2018 City Council Meeting for formal consideration.









**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 24, 2018

City of Darien City Hall  
1702 Plainfield Rd  
Darien, IL 60561

Attention: Dan Gombac

Subject: City of Darien  
Plainfield Road Watermain Improvements  
(CBBEL Project No. 17-0244)

Dear Mr. Gombac:

On Tuesday, January 23<sup>rd</sup>, 2018 at 10:00 a.m., bids were received and opened for the aforementioned project. thirteen (13) bids were received and have been summarized below.

| COMPANY                   | BID                   |
|---------------------------|-----------------------|
| Engineer's Estimate       | \$1,589,771.00        |
| <b>ACQUA CONTRACTORS</b>  | <b>\$1,200,000.00</b> |
| COPENHAVER CONSTRUCTION   | \$1,255,827.30        |
| J. CONGDON SEWER          | \$1,293,028.00        |
| ELNAR CONSTRUCTION        | \$1,339,335.75        |
| A LAMP CONCRETE           | \$1,349,614.00        |
| AUSTIN TYLER CONSTRUCTION | \$1,385,380.00        |
| TRINE CONSTRUCTION        | \$1,477,520.00        |
| PERFORMANCE CONSTRUCTION  | \$1,478,000.00        |
| MARTAM CONSTRUCTION       | \$1,487,743.00        |
| JOHN NERI CONSTRUCTION    | \$1,529,942.00        |
| UNIQUE PLUMBING           | \$1,588,017.00        |
| CERNIGLIA CO.             | \$1,606,203.00        |
| SWALLOW CONSTRUCTION      | \$1,697,827.00        |

The low qualified bidder is Acqua Contractors, with a bid amount of \$1,200,000.00. CBBEL has contacted two references which highly recommend Acqua Contractors, and CBBEL believes their bid to be in order. Therefore, our office recommends accepting Acqua Contractors' bid for the amount of \$1,200,000.00. Attached please find a copy of the bid tabulation and references for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

Sincerely,



Lee M. Fell, PE

Assistant Department Head, Civil Engineering Design



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ACQUA CONTRACTORS IN AN AMOUNT NOT TO EXCEED \$1,200,000 FOR THE REPLACEMENT OF A WATER MAIN AND RESTORATION ON PLAINFIELD ROAD FROM 75TH STREET TO TENNESSEE AVENUE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to enter into a contract with Acqua Contractors in an amount not to exceed \$1,200,000 for the replacement of a water main and restoration on Plainfield Road from 75th Street to Tennessee Avenue attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of March, 2018.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of March, 2018.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

County DuPage  
Local Public Agency City of Darien  
Section Number ----  
Route Various

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_  
Month and Year  
between the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien  
acting by and through its \_\_\_\_\_ Mayor and Council of Aldermen \_\_\_\_\_ known as the party of the first part, and  
\_\_\_\_\_ his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Plainfield Road Watermain Improvements, in City of Darien, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ The City of \_\_\_\_\_ Darien  
Clerk By \_\_\_\_\_  
Party of the First Part

(Seal) \_\_\_\_\_  
*(If a Corporation)*

Corporate Name \_\_\_\_\_

By \_\_\_\_\_  
President Party of the Second Part

*(If a Co-Partnership)*

Attest: \_\_\_\_\_  
Secretary

Partners doing Business under the firm name of

\_\_\_\_\_  
Party of the Second Part

*(If an individual)*

\_\_\_\_\_  
Party of the Second Part



Route ----  
 County DuPage  
 Local Agency City of Darien  
 Section ----

We, \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois

as PRINCIPAL, and \_\_\_\_\_

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

**PRINCIPAL**

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature & Title)  
Attest: \_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature & Title)  
Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_  
Notary Public (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. (SEAL)  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_  
Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018

Attest:

\_\_\_\_\_  
City of Darien  
(Awarding Authority)

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
(Chairman/Mayor/President)

**CITY OF DARIEN**  
**CONTRACT DOCUMENT NUMBER 17-0244**  
**BID PROPOSAL**

I/We hereby agree to furnish to the CITY all necessary materials, equipment, labor, etc. to complete the PLAINFIELD ROAD WATER MAIN IMPROVEMENTS in accordance with provisions, instructions, and specifications of the CITY for the prices as follows:

| ITEM NO.  | ITEMS  | UNIT   | QTY    | UNIT COST | TOTAL COST |
|-----------|--|--------|--------|-----------|------------|
| 20101100  | TREE TRUNK PROTECTION  | EACH   | 5      | 250.-     | 1,250.-    |
| *20101200 | TREE ROOT PRUNING  | EACH   | 5      | 250.-     | 1,250.-    |
| *25200100 | SODDING, SPECIAL, 6"   | SQ YD  | 2,098  | 18.-      | 37,764.-   |
| 28000510  | INLET FILTERS  | EACH   | 25     | 115.-     | 2,875.-    |
| *40201000 | AGGREGATE FOR TEMPORARY ACCESS                                       | TON    | 166    | 12.-      | 1,992.-    |
| 42300300  | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH                   | SQ YD  | 525    | 60.-      | 31,500.-   |
| 42400200  | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH                             | SQ FT  | 12,500 | 6.-       | 75,000.-   |
| 42400800  | DETECTABLE WARNINGS  | SQ FT  | 60     | 52.-      | 3,120.-    |
| *44000100 | PAVEMENT REMOVAL   | SQ YD  | 340    | 15.-      | 5,100.-    |
| *44000200 | DRIVEWAY PAVEMENT REMOVAL  | SQ YD  | 412    | 10.-      | 4,120.-    |
| 44000300  | CURB REMOVAL   | FOOT   | 63     | 5.-       | 315.-      |
| 44000500  | COMBINATION CURB AND GUTTER REMOVAL                                  | FOOT   | 282    | 5.-       | 1,410.-    |
| 44000600  | SIDEWALK REMOVAL   | SQ FT  | 12,612 | .50       | 6,306.-    |
| 48100500  | AGGREGATE SHOULDERS, TYPE A, 6 IN                                    | SQ YD  | 9      | 85.-      | 765.-      |
| *56103000 | DUCTILE IRON WATER MAIN 6"   | FOOT   | 103    | 100.-     | 10,300.-   |
| *56103100 | DUCTILE IRON WATER MAIN 8"   | FOOT   | 328    | 110.-     | 36,080.-   |
| *56103300 | DUCTILE IRON WATER MAIN 12"  | FOOT   | 2,560  | 80.-      | 204,800.-  |
| *56104900 | WATER VALVES, 6"   | EACH   | 1      | 1,700.-   | 1,700.-    |
| *56105000 | WATER VALVES, 8"   | EACH   | 8      | 1,600.-   | 12,800.-   |
| *56105200 | WATER VALVES, 12"  | EACH   | 10     | 2,800.-   | 28,000.-   |
| *56400500 | FIRE HYDRANTS TO BE REMOVED  | EACH   | 9      | 350.-     | 3,150.-    |
| *56400820 | FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX                      | EACH   | 9      | 4,500.-   | 40,500.-   |
| *60248700 | VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL | EACH   | 9      | 2,200.-   | 19,800.-   |
| *60249000 | VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL | EACH   | 10     | 2,400.-   | 24,000.-   |
| 60600605  | CONCRETE CURB, TYPE B  | FOOT   | 64     | 30.-      | 1,920.-    |
| 60603800  | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12                    | FOOT   | 324    | 25.-      | 8,100.-    |
| 60605000  | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18                    | FOOT   | 50     | 30.-      | 1,500.-    |
| 67100100  | MOBILIZATION   | L. SUM | 1      | 35,412.-  | 35,412.-   |
| 70400100  | TEMPORARY CONCRETE BARRIER   | FOOT   | 275    | 20.-      | 5,500.-    |
| *78000400 | THERMOPLASTIC PAVEMENT MARKING - LINE 6"                             | FOOT   | 80     | 4.-       | 320.-      |

| ITEM NO.  | ITEMS   | UNIT   | QTY   | UNIT COST   | TOTAL COST  |
|-----------|---|--------|-------|-------------|-------------|
| *78000500 | THERMOPLASTIC PAVEMENT MARKING - LINE 8"  | FOOT   | 150   | 5.-         | 750.-       |
| *78000600 | THERMOPLASTIC PAVEMENT MARKING - LINE 12"   | FOOT   | 100   | 8.-         | 800.-       |
| *78000650 | THERMOPLASTIC PAVEMENT MARKING - LINE 24"   | FOOT   | 80    | 16.-        | 1,280.-     |
| *85000200 | MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION                                       | EACH   | 1     | 6,000.-     | 6,000.-     |
| *X0327085 | CASING PIPE, OPEN CUT, 20" PVC  | FOOT   | 120   | 78.-        | 9,360.-     |
| *X0327576 | TEMPORARY PATCHING  | SQ YD  | 400   | 20.-        | 8,000.-     |
| *X0327902 | MAILBOX REMOVE AND REPLACE  | EACH   | 1     | 450.-       | 450.-       |
| *X2090216 | SELECTED GRANULAR BACKFILL, SPECIAL   | CU YD  | 3,000 | 47.-        | 141,000.-   |
| *X5610004 | DUCTILE IRON WATER MAIN FITTINGS  | LBS    | 6,900 | .01         | 69.-        |
| *X5620116 | WATER SERVICE CONNECTION (SHORT)  | EACH   | 2     | 2,000.-     | 4,000.-     |
| *X5620118 | WATER SERVICE CONNECTION (LONG)   | EACH   | 10    | 2,500.-     | 25,000.-    |
| *X7810300 | RECESSED REFLECTIVE PAVEMENT MARKER   | EACH   | 10    | 190.-       | 1,900.-     |
| *Z0010910 | COLD MILLING (SPECIAL)  | SQ YD  | 650   | 10.-        | 6,500.-     |
| *Z0013798 | CONSTRUCTION LAYOUT   | L. SUM | 1     | 5,500.-     | 5,500.-     |
| *Z0056608 | STORM SEWER (WATER MAIN REQUIREMENTS) 12 IN.  | FOOT   | 552   | 62.-        | 34,224.-    |
| *Z0056610 | STORM SEWER (WATER MAIN REQUIREMENTS) 16 IN.  | FOOT   | 20    | 91.-        | 1,820.-     |
| *NA       | TRAFFIC CONTROL AND PROTECTION  | L. SUM | 1     | 25,000.-    | 25,000.-    |
| *NA       | TRAFFIC SIGN CONFLICT   | EACH   | 8     | 500.-       | 4,000.-     |
| *NA       | PAVEMENT PATCHING (SPECIAL)   | SQ YD  | 340   | 110.-       | 37,400.-    |
| *NA       | AUGER BORING AND JACKING, 20" CASING, 8" MAIN   | FOOT   | 299   | 440.-       | 131,560.-   |
| *NA       | AUGER BORING AND JACKING, 20" CASING, 12" MAIN  | FOOT   | 60    | 440.-       | 26,400.-    |
| *NA       | PRECONSTRUCTION VIDEO TAPING  | L. SUM | 1     | 2,500.-     | 2,500.-     |
| *NA       | SANITARY SERVICE TO BE ADJUSTED   | EACH   | 6     | 100.-       | 600.-       |
| *NA       | ABANDON WATER MAIN AND APPURTENANCES  | L. SUM | 1     | 5,000.-     | 5,000.-     |
| *NA       | AS-BUILT DRAWINGS   | L. SUM | 1     | 3,000.-     | 3,000.-     |
| *NA       | RESTRAINED WATER MAIN JOINTS, 6"  | EACH   | 1     | 100.-       | 100.-       |
| *NA       | RESTRAINED WATER MAIN JOINTS, 8"  | EACH   | 20    | 125.-       | 2,500.-     |
| *NA       | RESTRAINED WATER MAIN JOINTS, 12"   | EACH   | 58    | 150.-       | 8,700.-     |
| *NA       | WATER MAIN CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE) - DISCONNECT AND CAP EXISTING | EACH   | 10    | 5,000.-     | 50,000.-    |
| *NA       | WATER MAIN CONNECTION TO EXISTING WATER MAIN (PRESSURE) 6"                                | EACH   | 3     | 2,250.-     | 6,750.-     |
| *NA       | WATER MAIN CONNECTION TO EXISTING WATER MAIN (PRESSURE) 8"                                | EACH   | 3     | 2,500.-     | 7,500.-     |
| *NA       | LANDSCAPE ALLOWANCE   | L. SUM | 1     | \$10,000.00 | \$10,000.00 |
| *NA       | SPRINKLER REPAIR ALLOWANCE  | L. SUM | 1     | \$5,000.00  | \$5,000.00  |
| *NA       | SUBSURFACE UTILITY EXPLORATIONS   | EACH   | 14    | 800.-       | 11,200.-    |
| *NA       | 2" TEMPORARY WATER SERVICE  | EACH   | 1     | 2,000.-     | 2,000.-     |
| *NA       | EXPLORATORY VERTICAL EXCAVATION   | EACH   | 20    | 400.-       | 8,000.-     |

\*Indicates a Special Provision

BIDDER'S PROPOSAL FOR MAKING ENTIRE IMPROVEMENTS:

1,200,000.<sup>00</sup>  
(FIGURES)

BIDDER'S PROPOSAL FOR ENTIRE IMPROVEMENTS:

One million, two hundred thousand  
(WORDS)

CITY OF DARIEN  
CONTRACT DOCUMENT  
BID PROPOSAL (CONTINUED)

Signed on this 23 day of JANUARY, 2017.

If an individual or partnership, all individual names of each partner shall be signed:

By .....: [Signature]

Print Name .....: Alex Reardina

Position/Title .....: President

By .....: Darrik Witkowski

Print Name .....: DARRIK Witkowski

Position/Title .....: President

Company Name : Acqua Contractors Corp

Address line 1 .....: 145 S ARMY AVE

Address line 2 .....: SUITE 575

Telephone .....: 630-417-7881

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

Telephone: \_\_\_\_\_

The CITY is exempt from sales or federal tax; therefore, do not include in bid price.



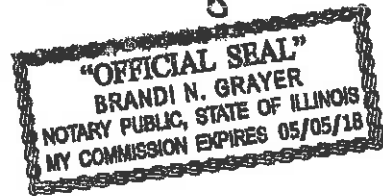
**BIDDER'S CERTIFICATION FORM**  
**(BID PROPOSAL)**

Aqua Contractors Co (Name of Bidder) , having submitted a bid on a contract for the PLAINFIELD ROAD WATER MAIN IMPROVEMENTS, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: [Signature]  
Authorized Agent of BIDDER

Subscribed and sworn to before me this 23 day of January, 2017.

[Signature]  
Notary Public



The CITY reserves the right to reject any or all bids, to waive technicalities in bidding.

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$121,330 FOR THE CONSTRUCTION OBSERVATION FOR THE REPLACEMENT OF A WATER MAIN ON PLAINFIELD ROAD FROM 75TH STREET TO TENNESSEE AVENUE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$121,330 for professional services related the Plainfield Road Watermain Improvements, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of March 2018.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of March 2018.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9576 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

October 13, 2017

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: Dan Gombac, Director of Public Works

Subject: Proposal for Construction Engineering Services  
Plainfield Road Watermain Improvements

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit our proposal to perform professional construction engineering services for the City of Darien. Included in this proposal is our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

This proposal demonstrates our extensive and specialized experience that has made us a leader in these types of assignments. We have successfully completed phase III observation on watermain Improvements in nearby municipalities and have demonstrated our capabilities with this work.

Mr. W. Daniel Crosson, PE will be the point of contact for this proposal. Dan is very familiar with the project site and will be CBBEL's Project Manager for this project.

The material provided in this proposal represents our ability and eagerness to perform the required services for the City. We trust that it will demonstrate our understanding of the project and our expertise to perform the upcoming assignment. The CBBEL project team looks forward to working with the City and is committed to completing the work to your satisfaction and within the required time schedule.

UNDERSTANDING OF THE ASSIGNMENT

We understand the City intends to move forward with the above referenced project designed by CBBEL. The project features installation of approximately 2,575 LF of 12" watermain and 249 LF of 8" watermain. The work is located on Plainfield Road between 75<sup>th</sup> Street and Tennessee Avenue.

Resident/Business Notification and Access

CBBEL understands that providing a liaison to keep the residents informed of construction activities will be of the utmost importance to the success of the project. The Resident Engineer must be adept at communicating with residents affected by the construction as it pertains to the disruption of utility services (water, sewer, gas, etc.), daily access to driveways and on-street parking, road closures and detours, construction traffic and associated noise and dust, coordination of garbage pickup and mail delivery, re-routing of school bus routes (if required) and the conveyance of general information regarding

construction activities and their impacts on the residents' daily life. On previous projects, CBBEL has maintained a website that residents can access for updates on traffic staging, traffic control, and project timeliness, and we can provide this service if the City requests.

#### Traffic Control and Protection

Traffic control will need to be monitored on a regular basis to ensure that the traffic control devices are properly installed and operating properly. CBBEL shall perform the following:

- Notify the area residents and businesses prior to the placement of the detour.
- Perform one detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on BC 726 – Traffic Control Inspection Report (or a format acceptable to the City) and delivered to the Public Works on a weekly basis.
- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.

If major deficiencies are observed, the Resident Engineer will notify the contractor immediately and insure that the contractor takes the appropriate actions as outlined in the contract documents

#### Coordination with Utilities

On any project containing the underground utility installation within a residential/commercial area, the existing utilities must be given special consideration. CBBEL has provided services on many residential projects requiring utility relocation and will assist the City in any way possible to facilitate the relocation.

Additionally, gas services are often problematic on stormwater projects. CBBEL will work with the contractor to identify any problem services prior to the pavement removal.

CBBEL will also review the proposed underground work and its proximity to any existing utilities prior to the start of those operations. We will work with the City, contractor, and utility to provide a cost effective and timely solution if required.

#### Construction Issues

##### Pre-Construction:

1. Review the contractor's schedule for compliance with any milestones and/or restrictions found in the contract documents. CBBEL will review the schedule for constructability to insure that the work is being completed in a logical sequence.
2. Prepare all project files prior to the start of construction. This shall include reviewing all applicable construction Inspectors' checklists found in IDOT's Construction Manual to anticipate any issues that may arise during construction.
3. Review the plans and specifications and identify any potential issues or conflicts that can be resolved prior to construction. This will assist in avoiding unnecessary delays and change orders.

##### Construction:

1. Prior to construction of curb and gutter, we will verify that the proposed driveways have positive drainage.
2. Monitor and track the contractor's actual progress versus his schedule on a weekly basis to insure they will complete the work on-time. This will assist the Resident Engineer in anticipating any potential conflicts that could delay the work and work with the Contractor to expedite the completion of the project.

### Funding and Documentation

Our Construction Engineering staff follows IDOT's guidelines for documentation and material inspection for all of our projects. This allows the Resident Engineer to provide necessary information regarding cost or schedule to the City throughout construction. Following IDOT's guidelines also facilitates a timely project close-out.

### SCOPE OF SERVICES

#### Task 1 – Construction Observation:

##### Task 1.1 – Shop Drawing Review

1. Check and approve, or reject and request resubmittal of, any submittals made by the contractor for compliance with the contract documents.
2. Shop Drawings and Contractor Submittals:
  - a. Record data received, maintain a file of drawings and submissions, and check construction for compliance with them.
  - b. Review Contractor's submittals for compliance with contract documents. Notify the City of any deviations or substitutions. With the notification, provide the City with a recommendation for acceptance or denial, and request direction from the City regarding the deviation or substitution.

##### Task 1.2 – Observation

###### *LAYOUT VERIFICATION AND/OR CONSTRUCTION LAYOUT*

1. Verify initial geometric controls.
2. If the contractor is responsible for construction staking, perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plans.
3. Provide construction layout, if required.

###### *CONSTRUCTION OBSERVATION*

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, and advise the City of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
2. Provide extensive on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer and Inspector (if necessary), who shall:
  - Serve as the City's liaison with the contractor working principally through the contractor's field superintendent.
  - Be present whenever the contractor is performing work on-site, associated with the project.
  - Cooperate with the contractor in dealing with the various local agencies and utility companies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
  - Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
  - Attend all construction conferences. Arrange a schedule of weekly progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.

- Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
  - Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
  - Prepare any RFC's needed as construction proceeds. Once the contractor submits a proposal, assist the City in their review and provide a recommendation.
3. Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
  4. Except upon written instruction of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
  5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the City when it is necessary to disapprove work as failing to conform to the Contract Documents.
  6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
  7. All CBBEL personnel and their sub-consultants will comply with the City's current safety guidelines.

#### **CONSTRUCTION DOCUMENTATION**

1. Keep an inspector's daily report book and project diary in the City's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the City. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
3. Schedule any material testing through the City's Consultant at the frequency required by IDOT's QC/QA provisions. Also obtain and document all material inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Prepare a monthly written update to the City summarizing the Project status, costs and schedule.
5. Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

#### **Task 1.3 – Area Resident and Business Concerns**

The Resident Engineer will be responsible for keeping the public aware of the construction activities, as required. This will include, but not limited to, notification of construction starting, detours and/or road closures, access limitations, and disruption of water, sewer, and gas service. The RE will also be available throughout the construction project to address any questions or concerns area residents and/or businesses may have. Our policy is to respond to all questions or concerns within one business day.

#### **Task 1.4 – Erosion Control Inspection**

As required by the provisions of the NPDES Permit Number ILR10, CBBEL's Resident Engineer will designate an environmental specialist to inspect all erosion control measures installed during construction to insure they are in accordance with the Storm Water Pollution Prevention Plan (SWPPP). They will perform this inspection weekly and generate a report detailing any deficiencies that need to be addressed. This report will be given to the Contractor, as well as the City.

#### **Task 1.5 – QA Material Testing**

CBBEL will provide material inspection services through our sub-consultant Testing Service Corporation (TSC) of Carol Stream, IL. TSC will complete the Quality Assurance (QA) material testing as required at the site and QA testing at the plants.

#### **Task 1.6 – Traffic Control Inspection**

Perform barricade checks as outlined in Section 700: Work Zone Traffic Control of IDOT's Construction Manual. At a minimum, CBBEL shall perform the following:

- One detailed daytime inspection per week and two detailed nighttime inspections per month. These inspections shall be recorded on a format in accordance with City policy or Form BC 726, Traffic Control Inspection Report.
- In addition, the Resident Engineer will drive through the jobsite daily and document the drive through in the project diary.
- If traffic control is in place during the proposed winter shutdown, two drive-throughs per week will be performed.

If major deficiencies are observed, the Resident Engineer will notify the contractor immediately and insure that the contractor takes the appropriate actions as outlined in the contract documents.

#### **Task 1.7 – Post-Construction**

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct final inspection with the City and prepare a final list of items to be corrected.
3. Verify that all items on the final list have been corrected and make recommendations to the City concerning acceptance.
4. Prepare final pay estimate and change order for the City's approval.
5. Verify all necessary material inspection has been received and documented.
6. Submit the job box to the City with all pertinent project information.

ESTIMATE OF FEE

Based on the above Scope of Services, our Estimate of Fee is detailed further in the attached CBBEL Work Effort.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. CBBEL Work Effort  
Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE CITY OF DARIEN.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



CBBEL WORK EFFORT  
City of Darien  
Plainfield Road Watermain Improvements

|                 |                                   | Personnel & Hours |               |      |               |            |               |
|-----------------|-----------------------------------|-------------------|---------------|------|---------------|------------|---------------|
|                 | Rate                              | Project Manager   | Engineer III  |      | Total Hours   | % of Hours | Total Cost    |
| <b>Task 1</b>   | Construction Observation          | \$225.00          | \$134.00      |      |               |            |               |
| <i>Task 1.1</i> | Shop Drawing Review               | 0                 | 20            |      | 20            | 2.4%       | \$ 2,680.00   |
| <i>Task 1.2</i> | Observation                       | 10                | 720           |      | 730           | 88.0%      | \$ 98,730.00  |
| <i>Task 1.3</i> | Area Resident & Business Concerns | 0                 | 0             |      | 0             | 0.0%       | \$ -          |
| <i>Task 1.4</i> | Erosion Control Inspection        | 0                 | 20            |      | 20            | 2.4%       | \$ 2,680.00   |
| <i>Task 1.5</i> | QA Material Testing               | 0                 | 0             |      | 0             | 0.0%       | \$ -          |
| <i>Task 1.6</i> | Traffic Control Inspection        | 0                 | 20            |      | 20            | 2.4%       | \$ 2,680.00   |
| <i>Task 1.7</i> | Post Construction                 | 0                 | 40            |      | 40            | 4.8%       | \$ 5,360.00   |
|                 |                                   |                   |               |      | 0             | 0.0%       | \$ -          |
|                 | Subtotal                          | 10                | 820           |      | 830           |            |               |
|                 | % of Hours                        | 1.2%              | 98.8%         | 0.0% |               |            |               |
|                 | Total Cost                        | \$ 2,250.00       | \$ 109,880.00 | \$ - | \$ 112,130.00 |            | \$ 112,130.00 |
|                 | Direct Costs                      |                   |               |      |               | *          | \$ 5,200.00   |
|                 | Material Testing                  |                   |               |      |               |            | \$ 4,000.00   |
|                 | Total Cost                        |                   |               |      |               |            | \$ 121,330.00 |

\* Cost based upon a 80 working day duration from March 1, 2018 to July 1, 2018.

\*\* Vehicle usage at \$65/day.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2006**

| <u>Personnel</u>                      | <u>Charges*</u><br><u>(\$/Hr)</u> |
|---------------------------------------|-----------------------------------|
| Principal                             | 210                               |
| Engineer VI                           | 184                               |
| Engineer V                            | 150                               |
| Engineer IV                           | 121                               |
| Engineer III                          | 112                               |
| Engineer I/II                         | 91                                |
| Survey V                              | 150                               |
| Survey IV                             | 115                               |
| Survey III                            | 110                               |
| Survey II                             | 86                                |
| Survey I                              | 67                                |
| Resource Planner V                    | 102                               |
| Resource Planner IV                   | 97                                |
| Resource Planner III                  | 88                                |
| Resource Planner II                   | 80                                |
| Engineering Technician IV             | 115                               |
| Engineering Technician III            | 95                                |
| Engineering Technician I/II           | 87                                |
| CAD Manager                           | 121                               |
| Assistant CAD Manager                 | 115                               |
| CAD II                                | 112                               |
| CAD I                                 | 87                                |
| GIS Specialist III                    | 107                               |
| GIS Specialist I/II                   | 60                                |
| Environmental Resource Specialist V   | 133                               |
| Environmental Resource Specialist IV  | 121                               |
| Environmental Resource Specialist III | 102                               |
| Environmental Resource Specialist II  | 83                                |
| Environmental Resource Technician     | 78                                |
| Administrative                        | 79                                |
| Engineering Intern                    | 46                                |
| Survey Intern                         | 46                                |
| Information Technician III            | 84                                |
| Information Technician I/II           | 54                                |

**Direct Costs**

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

- Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2006

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and 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 representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement 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 as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 26, 2018**

**ISSUE STATEMENT**

Approval of a **resolution** authorizing the Mayor and City Clerk to execute a contract for the 2018 Landscape Maintenance Services within the 75<sup>th</sup> Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Eternally Green Lawn Care, Inc. in an amount not to exceed \$6,625

AND

A **motion** authorizing a contingency in the amount of \$3,000 for replacement of plant materials and plant enhancements.

**BACKGROUND**

Over the last several years the City has added beautification landscape projects that include various types of planting beds. The planting beds require ongoing maintenance to maintain an aesthetically pleasing site throughout town. The locations are identified as follows:

**ROADSIDE RIGHTS OF WAY-75<sup>th</sup> Street**

1. 75<sup>th</sup> Street and Plainfield Road-East
2. 75<sup>th</sup> Street and Plainfield Road-West
3. 75<sup>th</sup> Street and Plainfield Road-Berm
4. 75<sup>th</sup> Street and Cass Ave-East
5. 75<sup>th</sup> Street and Cass Ave-West
6. 75<sup>th</sup> Street and Adams Street-East
7. 75<sup>th</sup> Street and Adams Street-West

**ROADSIDE RIGHTS OF WAY-SPECIFIED FACILITIES - CITY ENTRANCE SIGNS**

1. Plainfield Road Northern Right of Way-West of Route 83
2. 83<sup>rd</sup> Street Southern Right of Way-East of Janes Ave
3. 75<sup>th</sup> Street Southern Right of Way-East of Lemont Road
4. 75<sup>th</sup> Street Southern Right of Way-West of Route 83
5. Cass Ave-Eastern Right of Way-North of Frontage Road
6. Cass Ave-Western Right of Way-South of 67<sup>th</sup> Street
7. Lemont Road-Eastern Right of Way-North of I-55
8. 87<sup>th</sup> Street-Southern Right of Way-East of Woodward

**CITY OF DARIEN-CLOCK TOWER-CASS AVE AND PLAINFIELD ROAD - NORTH EAST CORNER**

The landscape maintenance contract calls out for the following:

1. Spring clean-up
2. Weeding and Cultivating on a Weekly basis
3. Mulching
4. Trimming of plant material
5. Fertilization
6. Plant material replacement
7. Plant material enhancement

A sealed bid opening was held on February 1, 2018, and eight bids were received. One bid was disqualified. Eternally Green Lawn Care Inc. was the lowest competitive bid, see attached bid tally labeled as Attachment A. References for Eternally Green Lawn Care Inc, have been verified with satisfactory responses for professionalism, timeliness and quality workmanship. The proposed expenditure would be spent from the following account:

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION                                      | FY 18/19 BUDGET | PROPOSED EXPENDITURE | CONTINGENCY | PROPOSED COST |
|----------------|--|-----------------|----------------------|-------------|---------------|
| 01-30-4376     | Maintenance-Building<br>75 <sup>th</sup> Street Planters | \$3,125         | \$3,125              | \$1,000     | \$4,125       |
| 01-30-4376     | Maintenance-Building<br>Entrance Way Signs               | \$1,550         | \$1,550              | \$1,000     | \$2,550       |
| 01-30-4376     | Maintenance-Building<br>Clock Tower                      | \$1,950         | \$1,950              | \$1,000     | \$2,950       |
| 01-30-4376     | TOTALS   | \$6,625         | \$6,625              | \$3,000     | \$9625        |

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the Mayor and City Clerk to execute a contract for the 2018 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Eternally Green Lawn Care Inc in an amount not to exceed \$6,625.

AND

A Motion authorizing a contingency in the amount of \$3,000 for replacement of plant materials and plant enhancements.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on March 5, 2018 City Council agenda, pending Budget consideration, for formal approval.

City of Darien  
2/1/18 10 a.m.

**2018 Landscape Maintenance Services - Roadside ROW Medians & Specified Facilities**

|   |                      |                     | Christy Webber<br>Landscapes | Twin Oaks<br>Landscaping | GroundsKeeper<br>Landscape Care | Ramiro Guzman<br>Landscaping, Inc. | American<br>Veteran<br>Industries, LLC | Eternally Green<br>Lawn Care, Inc. | Patriot<br>Landscape<br>Group, Inc. | DuPage Lawn and<br>Home Service |
|---|----------------------|---------------------|------------------------------|--------------------------|---------------------------------|------------------------------------|--|------------------------------------|-------------------------------------|---------------------------------|
| <b>A. Roadside Rights of Way</b>              |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| <b>A. 75th Street Median</b>                  |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
|   | <b>Number of</b>     | <b>Est.Total</b>    |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
|   | <b>Planting Beds</b> | <b>Square Yards</b> |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| 1 - 75th St & Plainfield Rd - East            | 1                    | 285                 | \$2,692.00                   | \$495.00                 | \$4,368.10                      | \$1,425.00                         | \$1,587.45                             | \$425.00                           | \$1,250.00                          |                                 |
| 2 - 75th St & Plainfield Rd - West            | 1                    | 285                 | \$2,632.00                   | \$495.00                 | \$4,368.10                      | \$1,425.00                         | \$1,587.45                             | \$425.00                           | \$1,250.00                          |                                 |
| 3 - 75th St & Plainfield Rd - Berm            | 1                    | 430                 | \$5,472.00                   | \$1,202.00               | \$6,590.47                      | \$1,425.00                         | \$2,395.10                             | \$525.00                           | \$3,165.00                          |                                 |
| 4 - 75th St & Cass Ave - East                 | 1                    | 135                 | \$2,543.00                   | \$360.00                 | \$2,069.10                      | \$1,425.00                         | \$751.95                               | \$350.00                           | \$1,200.00                          |                                 |
| 5 - 75th St & Cass Ave - West                 | 1                    | 160                 | \$2,603.00                   | \$360.00                 | \$2,452.27                      | \$1,425.00                         | \$891.20                               | \$350.00                           | \$1,200.00                          |                                 |
| 6 - 75th St & Adams St - East                 | 1                    | 285                 | \$4,098.00                   | \$679.00                 | \$4,368.10                      | \$1,425.00                         | \$1,587.45                             | \$425.00                           | \$1,620.00                          |                                 |
| 7 - 75th St & Adams St - West                 | 1                    | 305                 | \$6,758.00                   | \$679.00                 | \$4,674.63                      | \$1,425.00                         | \$1,698.85                             | \$450.00                           | \$1,620.00                          |                                 |
| <b>TOTAL</b>                                  | <b>7</b>             | <b>1885</b>         |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| 8 - Fertilizer Treatment                      | 7                    | 1885                | \$84.00                      | \$92.00                  | \$470.90                        | \$1,000.00                         | \$315.00                               | \$175.00                           | \$250.00                            |                                 |
| <b>SUB - TOTAL - A</b>                        |                      |                     | <b>\$26,882.00</b>           | <b>\$4,362.00</b>        | <b>\$29,361.67</b>              | <b>\$10,975.00</b>                 | <b>\$10,814.45</b>                     | <b>\$3,125.00</b>                  | <b>\$11,555.00</b>                  | Bid disqualified                |
| <b>B. Roadside ROW - Specified Facilities</b> |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| <b>B. City Entrance Signs</b>                 |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
|   | <b>Number of</b>     | <b>Est.Total</b>    |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
|   | <b>Planting Beds</b> | <b>Square Yards</b> |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| 1 - Plainfield Rd - Northern ROW              |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| West of Route 83                              | 1                    | 52                  | \$1,285.00                   | \$300.00                 | \$1,449.07                      | \$1,425.00                         | \$545.48                               | \$175.00                           | \$850.00                            |                                 |
| 2 - 83rd St - Southern ROW                    |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| East of Janes Ave                             | 1                    | 35                  | \$1,285.00                   | \$300.00                 | \$975.33                        | \$1,425.00                         | \$367.15                               | \$150.00                           | \$800.00                            |                                 |
| 3 - 75th St - Southern ROW                    |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| East of Lemont Rd                             | 1                    | 52                  | \$1,285.00                   | \$309.00                 | \$1,449.07                      | \$1,425.00                         | \$545.48                               | \$175.00                           | \$850.00                            |                                 |
| 4 - 75th St - Southern ROW                    |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| West of Route 83                              | 1                    | 52                  | \$1,255.00                   | \$309.00                 | \$1,449.07                      | \$1,425.00                         | \$545.48                               | \$175.00                           | \$850.00                            |                                 |
| 5 - Cass Ave - Eastern ROW                    |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| North of Frontage Rd                          | 1                    | 52                  | \$1,255.00                   | \$286.00                 | \$1,449.07                      | \$1,425.00                         | \$545.48                               | \$175.00                           | \$850.00                            |                                 |
| 6 - Cass Ave - Western ROW                    |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| South of 67th St                              | 1                    | 40                  | \$1,255.00                   | \$291.00                 | \$1,114.67                      | \$1,425.00                         | \$419.60                               | \$150.00                           | \$800.00                            |                                 |
| 7 - Lemont Rd - Eastern ROW                   |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| North of I-55                                 | 1                    | 60                  | \$1,285.00                   | \$341.00                 | \$1,471.36                      | \$1,425.00                         | \$629.40                               | \$200.00                           | \$850.00                            |                                 |
| 8 - 87th St - Southern ROW                    |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| East of Woodward                              | 1                    | 85                  | \$1,350.00                   | \$620.00                 | \$1,929.77                      | \$1,425.00                         | \$891.65                               | \$225.00                           | \$950.00                            |                                 |
| <b>Total City Entrance Signs</b>              | <b>8</b>             | <b>428</b>          |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| 9 - Fertilizer Treatment                      | 8                    | 428                 | \$42.00                      | \$55.00                  | \$491.56                        | \$1,000.00                         | \$360.00                               | \$125.00                           | \$50.00                             |                                 |
| <b>SUB - TOTAL - B</b>                        |                      |                     | <b>\$10,297.00</b>           | <b>\$2,811.00</b>        | <b>\$11,778.97</b>              | <b>\$12,400.00</b>                 | <b>\$4,849.72</b>                      | <b>\$1,550.00</b>                  | <b>\$6,850.00</b>                   | Bid disqualified                |
| <b>C. City of Darien-Clock Tower-Cass Ave</b> |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| <b>Plainfield Rd-North East Corner</b>        |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| <b>C. Clock Tower</b>                         |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
|   | <b>Number of</b>     | <b>Est.Total</b>    |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
|   | <b>Planting Beds</b> | <b>Square Yards</b> |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| 1 - Cass Ave & Plainfield Rd                  |                      |                     |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| North East Corner                             | 1                    | 1555                | \$4,784.00                   | \$5,196.00               | \$5,649.33                      | \$1,425.00                         | \$4,213.00                             | \$1,750.00                         | \$2,540.00                          |                                 |
| <b>TOTAL</b>                                  | <b>1</b>             | <b>1555</b>         |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| Fertilizer Treatment - Mulch Beds Only        | 1                    | 1555                | \$14.00                      | \$90.00                  | \$101.99                        | \$1,000.00                         | \$150.00                               | \$200.00                           | \$50.00                             |                                 |
| <b>TOTAL</b>                                  | <b>1</b>             | <b>1555</b>         |                              |                          |                                 |                                    |  |                                    |                                     |                                 |
| <b>SUB - TOTAL - C</b>                        |                      |                     | <b>\$4,798.00</b>            | <b>\$5,286.00</b>        | <b>\$5,751.32</b>               | <b>\$2,425.00</b>                  | <b>\$4,363.00</b>                      | <b>\$1,950.00</b>                  | <b>\$2,590.00</b>                   | Bid Disqualified                |
| <b>TOTAL ( SECTIONS A and B and C)</b>        |                      |                     | <b>\$41,977.00</b>           | <b>\$12,459.00</b>       | <b>\$46,891.96</b>              | <b>\$25,800.00</b>                 | <b>\$20,027.17</b>                     | <b>\$6,625.00</b>                  | <b>\$20,995.00</b>                  |                                 |
|   |                      |                     | addendum-no                  | addendum-yes             | addendum-no                     | addendum-yes                       | addendum-yes                           | addendum-yes                       | addendum-no                         |                                 |
|   |                      |                     | bid bond-yes                 | bid bond-yes             | bid bond-yes                    | bid check                          | bid check                              | bid check                          | bid check                           | no bid bond                     |

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR THE 2018 LANDSCAPE MAINTENANCE SERVICES WITHIN THE 75<sup>TH</sup> STREET RIGHT OF WAYS, CLOCK TOWER AND 8 ENTRANCE WAY PLANTING BEDS BETWEEN THE CITY OF DARIEN AND ETERNALLY GREEN LAWN CARE, INC. IN AN AMOUNT NOT TO EXCEED \$6,625.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** as follows:

**SECTION 1:** The City Council of the City of Darien does execute a contract for the 2018 Landscape Maintenance Services within the 75<sup>th</sup> Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Eternally Green Lawn Care, Inc., in an amount not to exceed \$6,625, attached hereto as "**Exhibit A**".

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of March, 2018.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**CITY OF DARIEN**

**LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2**

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2018 through April 30, 2019.

**Planting Bed Maintenance**

| A. <u>75<sup>th</sup> Street (Section III – AA - A)</u>                                      | Cost                          |
|--|-------------------------------|
| 1. 75 <sup>th</sup> Street and Plainfield Road East  | \$ <u>425.00</u>              |
| 2. 75 <sup>th</sup> Street and Plainfield Road West  | \$ <u>425.00</u>              |
| 3. 75 <sup>th</sup> Street and Plainfield Road Berm  | \$ <u>525.00</u>              |
| 4. 75 <sup>th</sup> Street and Cass Ave-East   | \$ <u>350.00</u>              |
| 5. 75 <sup>th</sup> Street and Cass Ave-West   | \$ <u>350.00</u>              |
| 6. 75 <sup>th</sup> Street and Adams Street-East   | \$ <u>425.00</u>              |
| 7. 75 <sup>th</sup> Street and Adams Street-West   | \$ <u>450.00</u>              |
| 8. Fertilizer Treatment  | \$ <u>175.00</u>              |
| <b>SUB-TOTAL A.</b>  | <b>\$ <u>3,125.00</u></b>     |
| <br>   |                               |
| <b>B. <u>Entrance Way Signs-Specified Facilities (Section III - AA - B)</u></b>              |                               |
| 1. Plainfield Road Northern Right of Way-West of Route 83                                    | \$ <u>175.00</u>              |
| 2. 83 <sup>rd</sup> Street Southern Right of Way-East of Janes Ave                           | \$ <u>150.00</u>              |
| 3. 75 <sup>th</sup> Street Southern Right of Way-East of Lemont Road                         | \$ <u>175.00</u>              |
| 4. 75 <sup>th</sup> Street Southern Right of Way-West of Route 83                            | \$ <u>175.00</u>              |
| 5. Cass Ave-Eastern Right of Way-North of Frontage Road                                      | \$ <u>175.00</u>              |
| 6. Cass Ave-Western Right of Way-South of 67 <sup>th</sup> Street                            | \$ <u>150.00</u>              |
| 7. Lemont Road-Eastern Right of Way-North of I-55  | \$ <u>200.00</u>              |
| 8. 87 <sup>th</sup> Street-Southern Right of Way East of Woodward                            | \$ <u>225.00</u>              |
| 9. Fertilizer Treatment  | \$ <u>125.00</u>              |
| <b>SUB-TOTAL B.</b>  | <b>\$ <u>1,550.00</u></b>     |
| <br>   |                               |
| <b>C. <u>City of Darien - Clock Tower-Cass Ave and Plainfield Road-North East Corner</u></b> |                               |
| 1. Cass Ave and Plainfield Road-North East Corner  | \$ <u>1,750.00</u>            |
| 2. Fertilizer Treatment  | \$ <u>200.00</u>              |
| <b>SUB-TOTAL C.</b>  | <b>\$ <u>1,950.00</u></b>     |
| <br><b>TOTAL (Sections A and B and C)</b>  | <br><b>\$ <u>6,625.00</u></b> |

CITY OF DARIEN

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2  
(CONTRACT EXTENSION)

Rates for services listed for 2018/19 contract period will not increase more than 0 % for the 2019/20 contract period. At its sole discretion, the City may extend the contract for a one-year term beginning on May 1, 2019 and concluding April 30, 2020.

Also as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank:

Company: Eternally Green Lawn Care  
Address: 749 Springer  
Lombard, IL 60148  
Email: jwebb@eternallygreen.com  
Telephone No. 815-469-5566 Fax No. 815-464-8199  
Signature: [Signature]  
Name and Title: (Please Print) Jim Webb / President  
Date: January 29, 2018

Subscribed and sworn before me this 29 day of January, 2018

MY COMMISSION EXPIRES: 4/17/21  
[Signature]  
NOTARY PUBLIC



CONTRACTOR'S CERTIFICATION - BID PROPOSAL

Eternally Green Lawn Care, as part of its bid on a  
(Name of Contractor)

contract for Landscape Maintenance to The City of Darien, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4.

By: [Signature]  
Authorized Agent of Contractor

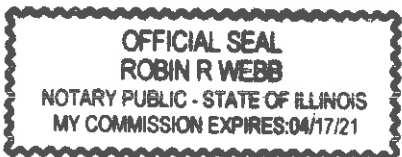
SUBSCRIBED AND SWORN BEFORE ME

This 29 day of  
January, 2018

MY COMMISSION EXPIRES:

4/17/21

[Signature]  
NOTARY PUBLIC



1. This agreement, made and entered into this 29 day of January 2018, between the CITY OF DARIEN, acting by and through its Mayor and City Council and Eternally Green Lawn Care
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Eternally Green Lawn Care agrees with the CITY OF DARIEN at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the CITY OF DARIEN, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

Attest:

The \_\_\_\_\_ of \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

City Clerk

Mayor

(Seal)

IF A CORPORATION

CORPORATE NAME

Attest:

Eternally Green Lawn Care / Jim Webb

By: [Signature]

By: [Signature]

Secretary

President

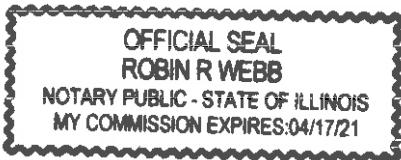
SUBSCRIBED AND SWORN BEFORE ME

This 29 day of January, 2018.

MY COMMISSION EXPIRES: 4/17/21

[Signature]

NOTARY PUBLIC



**AGENDA MEMO**  
**Municipal Services Committee**  
**February 26, 2018**

**ISSUE STATEMENT**

Preliminary approval of a resolution for the 2018 Street Maintenance contract with Schroeder Asphalt Inc., as per the following schedule of pricing:

|               |                     |
|---------------|---------------------|
| Base Bid -    | \$1,232,513.60      |
| Alternate 1 - | \$ <u>61,500.00</u> |
| Total Cost    | \$1,294,013.60      |

**The proposed contract is subject to the FY18-19 Budget approval.**

**BACKGROUND/HISTORY**

The City's 2018 Street Maintenance Program proposed 4.87 miles. Typically the annual program averages approximately 5 miles per year. In anticipation of price increases, staff listed several roadways as alternates within the bid packet. Staff is proposing the following program for this year and includes 5.03 miles:

**Base Bid** - Includes the proposed schedule as listed above "2018 Road Resurfacing Program"  
 \$1,294,013.60

### 2018 Road Program Schedule

| STREET          | SUB DIVISION              | LENGTH<br>FT   | LIMIT                  | LAST<br>REHAB | CATALOG<br>RATING | CURRENT<br>RATING |
|-----------------|---------------------------|----------------|------------------------|---------------|-------------------|-------------------|
| 71st Ave        | Farmingdale 5.6.7.8.9     | 3840           | Washington - Fairview  | 2005          | 65                | 65                |
| Abbey           | Farm Ridge                | 640            | Cambridge - Dead end   | 2001          | 67                | 65                |
| Bentley Ave     | Clarefield                | 1093           | 68th - Chestnut        | 2000          | 67                | 65                |
| Bentley Ave     | North of 67th             | 650            | 67th - North limit     | 2003          | 65                | 64                |
| Brookhaven Ave  | Brookhaven #1             | 1320           | N Warwick - S Warwick  | 2005          | 65                | 65                |
| Chippewa Lane   | Farmingdale Terrace North | 400            | Farmingdale -Sawyer    | 2007          | 73                | 70                |
| Crest Road      | Marion Hills South        | 920            | Plainfield - Janet     | 2004          | 65                | 64                |
| Farmingdale Dr  | Farmingdale Terrace North | 3100           | 75th - 79th            | 2006          | 65                | 65                |
| Grandview Ln    | Farmingdale Ridge         | 1870           | 83rd - Drover          | 2003          | 69                | 67                |
| High Point Cir  | Farmingdale Terrace South | 1050           | South Frontage - Limit | 2003          | 65                | 65                |
| Hudson Street   | Darien Club               | 580            | 71st - Limit           | 2000          | 69                | 66                |
| Richmond Ave    | Hinsbrook                 | 5100           | 67th - Seminole        | 2006          | 68                | 68                |
| Seminole Drive  | Hinsbrook                 | 3200           | Plainfield - Hinsbrook | 2005          | 67                | 67                |
| Spring Green Dr | Farmingdale Ridge         | 1165           | Parkview - Beller      | 2003          | 67                | 67                |
| Tennessee       | Clarefield                | 1093           | 67th - Chestnut        | 2000          | 67                | 65                |
| Willow Lane     | Hinsbrook                 | 900            | Seminole - Belair      | 2003          | 67                | 67                |
|                 |                           | <b>26921.0</b> |                        |               |                   |                   |
|                 | <b>Miles</b>              | <b>5.1</b>     |                        |               |                   |                   |

**Alternate 1- Patching \$61,500.00** – Includes the removal and replacement of road base throughout the City due to failing base.

*The bid tabulations included two (2) Alternates and are broken down below.*

**Alternate 1 – Patching \$ 61,500.00**  
**Alternate 2 – Brookhaven Plaza \$ 219,725.00**  
**(Alternate 2 is a pass through cost to Brookhaven Plaza)**

Sealed bids were opened on Tuesday, January 23, 2018. A summary of the seven (7) bids received is attached and labeled as **Attachment A**. Schroeder Asphalt Inc. provided the lowest base bid plus Alternate 1.

The proposed 2018 Road Program would be funded from the following line item:

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION  | FY 18-19 BUDGET | PROPOSED EXPENDITURE |
|----------------|--|-----------------|----------------------|
| 25-35-4855     | STREET RECONSTRUCTION/REHAB-<br>2018 City Road Maintenance Program | \$1,232,513.60  | \$1,232,513.60       |
|                | Alternate 1 – Patching   | \$ 61,500.00    | \$ 61,500.00         |
|                | <b>TOTAL COSTS</b>   |                 | \$1,294,013.60       |

**STAFF RECOMMENDATION**

Pending funding for the program, Christopher B. Burke Engineering and staff recommend awarding the base bid and Alternate 1 to Schroeder Asphalt Inc. for the 2018 Road Maintenance Contract in the amount of \$1,294,013.60. See **Attachment B**.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on a future City Council agenda for formal approval.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN  
 2018 ROAD PROGRAM  
 (CBBEL PROJECT NO. 17-0542)  
 BID TABULATION  
 DATE: January 23, 2018

| NUMBER                       | ITEM  | COST   | R.W. DUNTEMAN |                 | A LAMP      |                 |
|------------------------------|---|--------|---------------|-----------------|-------------|-----------------|
|                              |   |        | UNIT COST     | TOTAL COST      | UNIT COST   | TOTAL COST      |
| 40800275                     | BITUMINOUS MATERIALS (PRIME COAT)                 | 437.60 | \$ 0.45       | \$ 19,692.00    | \$ 0.01     | \$ 437.60       |
| 40800825                     | POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 | 760.00 | \$ 85.00      | \$ 353,600.00   | \$ 101.00   | \$ 420,160.00   |
| 40603335                     | HOT MIX ASPHALT SURFACE COURSE, MIX D, N50        | 357.00 | \$ 75.25      | \$ 619,307.50   | \$ 79.00    | \$ 650,170.00   |
| 44000157                     | HOT-MIX ASPHALT SURFACE REMOVAL, 2"               | 980.00 | \$ 2.25       | \$ 198,630.00   | \$ 3.40     | \$ 300,152.00   |
| 48101200                     | AGGREGATE SHOULDERS, TYPE B                       | 400.00 | \$ 27.00      | \$ 20,520.00    | \$ 37.50    | \$ 28,500.00    |
| *XX002258                    | STRUCTURES TO BE ADJUSTED                         | 600.00 | \$ 500.00     | \$ 28,000.00    | \$ 450.00   | \$ 23,400.00    |
| *XX006392                    | CLASS D PATCHES, 6" (SPECIAL)                     | 600.00 | \$ 45.00      | \$ 97,200.00    | \$ 47.00    | \$ 101,520.00   |
| *NA                          | SPEED HUMP REMOVAL AND REPLACEMENT                | 200.00 | \$ 4,000.00   | \$ 4,000.00     | \$ 2,500.00 | \$ 2,500.00     |
| *INDICATES SPECIAL PROVISION |   | 334.60 |               | \$ 1,338,949.50 |             | \$ 1,526,839.60 |

| ALTERNATE 1 - MISCELLANEOUS PATCHING |                               |        | R.W. DUNTEMAN |              | A LAMP    |               |
|--------------------------------------|-------------------------------|--------|---------------|--------------|-----------|---------------|
| NUMBER                               | ITEM                          | COST   | UNIT COST     | TOTAL COST   | UNIT COST | TOTAL COST    |
| *XX006392                            | CLASS D PATCHES, 6" (SPECIAL) | 500.00 | \$ 51.00      | \$ 76,500.00 | \$ 75.00  | \$ 112,500.00 |
| *INDICATES SPECIAL PROVISION         |                               | 500.00 |               | \$ 76,500.00 |           | \$ 112,500.00 |

| ALTERNATE 2 - BROOKHAVEN PARCEL |  |        | R.W. DUNTEMAN |               | A LAMP    |               |
|---------------------------------|--|--------|---------------|---------------|-----------|---------------|
| CODE NO.                        | ITEM   | COST   | UNIT COST     | TOTAL COST    | UNIT COST | TOTAL COST    |
| 20201200                        | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL                | 750.00 | \$ 60.00      | \$ 9,000.00   | \$ 15.00  | \$ 2,250.00   |
| 21001000                        | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION               | 45.00  | \$ 3.00       | \$ 1,350.00   | \$ 2.00   | \$ 900.00     |
| *30300001                       | AGGREGATE SURFACE IMPROVEMENT                              | 300.00 | \$ 52.00      | \$ 15,600.00  | \$ 15.00  | \$ 4,500.00   |
| 35800100                        | PREPARATION OF BASE  | 800.00 | \$ 1.00       | \$ 8,800.00   | \$ 1.20   | \$ 10,560.00  |
| 35800200                        | AGGREGATE BASE REPAIR                                      | 500.00 | \$ 30.00      | \$ 15,000.00  | \$ 10.00  | \$ 5,000.00   |
| 40803080                        | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N-50-2.75"         | 325.00 | \$ 67.00      | \$ 100,500.00 | \$ 74.00  | \$ 111,000.00 |
| 40803335                        | HOT MIX ASPHALT SURFACE COURSE, "MIX D", N50 - 1.5"        | 950.00 | \$ 71.00      | \$ 63,900.00  | \$ 81.00  | \$ 72,900.00  |
| *X0326862                       | STRUCTURES TO BE ADJUSTED                                  | 500.00 | \$ 500.00     | \$ 5,000.00   | \$ 450.00 | \$ 4,500.00   |
| *X4401198                       | HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (3" TO 4") | 400.00 | \$ 3.25       | \$ 28,600.00  | \$ 6.65   | \$ 58,520.00  |
| *INDICATES SPECIAL PROVISION    |  | 070.00 |               | \$ 247,750.00 |           | \$ 270,130.00 |


**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 24, 2018

 City of Darien City Hall  
 1702 Plainfield Rd  
 Darien, IL 60561

Attention: Dan Gombac

 Subject: City of Darien  
 2018 Street Program  
 (CBBEL Project No. 17-0542)

Dear Dan:

On Tuesday, January 23<sup>rd</sup>, 2018 at 9:30 a.m., bids were received at the City of Darien City Hall for the 2018 Street Program. There were seven (7) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in bold.

| Company Name             | Base Bid               | Alternate 1 Bid     | Alternate 2 Bid      | Bid Bond              |
|--------------------------|------------------------|---------------------|----------------------|-----------------------|
| Enginser's Estimate      | \$ 1,394,572.00        | \$ 67,500.00        | \$ 286,450.00        | ✓                     |
| <b>SCHROEDER ASPHALT</b> | <b>\$ 1,232,513.60</b> | <b>\$ 61,500.00</b> | <b>\$ 219,725.00</b> | ✓                     |
| BROTHERS ASPHALT         | \$ 1,297,986.00        | \$ 120,000.00       | \$ 259,900.00        | ✓                     |
| M&J ASPHALT              | \$ 1,298,246.60        | \$ 75,375.00        | \$ 230,572.50        | BID BOND NOT INCLUDED |
| JOHNSON PAVING           | \$ 1,311,757.60        | \$ 90,000.00        | \$ 237,450.00        | ✓                     |
| K-FIVE                   | \$ 1,313,334.60        | \$ 82,500.00        | <b>\$ 199,070.00</b> | ✓                     |
| R.W. DUNTEMAN            | \$ 1,338,949.50        | \$ 76,500.00        | \$ 247,750.00        | ✓                     |
| A LAMP                   | \$ 1,526,839.60        | \$ 112,500.00       | \$ 270,130.00        | ✓                     |

It is our understanding the City Staff will determine the award of the base bid and any alternates to Schroeder Asphalt Services, Inc. Please note that Schroeder Asphalt Services, Inc was the low qualified bidder for the base bid and alternate bids of \$1,513,738.60. Schroeder Asphalt Services, Inc. has done work for the City in the past and we suggest accepting Schroeder Asphalt Services, Inc's bid as determined by Staff.

Enclosed for your review are the reviewed bid tabulations. If you have any other questions, please do not hesitate to contact me.

Sincerely,

 Lee M. Fell, PE  
 Assistant Department Head -- Civil Engineering Design



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2018 STREET MAINTENANCE PROJECT BETWEEN THE CITY OF DARIEN AND SCHROEDER ASPHALT, INC. THE FOLLOWING SCHEDULE OF PRICING: BASE BID - \$1,232,513.60; ALTERNATE 1 – PATCHING - \$61,500.00; FOR A TOTAL OF \$1,294,013.60**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows:**

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2018 Street Maintenance Program, between the City of Darien and Schroeder Asphalt, Inc, including the Base Bid in the amount of \$1,232,513.60 and Alternate 1 – Patching \$61,500.00 for a total of \$1,294,013.60, a copy of which is attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of March, 2018.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 5<sup>th</sup> day of March, 2018.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

County DuPage  
Local Public Agency City of Darien  
Section Number -----  
Route Various

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month and Year  
between the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien  
acting by and through its \_\_\_\_\_ Mayor and Council of Aldermen \_\_\_\_\_ known as the party of the first part, and  
\_\_\_\_\_ his/their executors, administrators, successors or assigns,  
\_\_\_\_\_ known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for \_\_\_\_\_ 2018 Street Program \_\_\_\_\_, in \_\_\_\_\_ City of Darien \_\_\_\_\_ are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ The \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien \_\_\_\_\_  
Clerk By \_\_\_\_\_  
Party of the First Part

(Seal)

*(If a Corporation)*

Corporate Name \_\_\_\_\_

By \_\_\_\_\_  
President Party of the Second Part

*(If a Co-Partnership)*

Attest: \_\_\_\_\_

Secretary

Partners doing Business under the firm name of \_\_\_\_\_

Party of the Second Part

*(If an individual)*

Party of the Second Part



Route \_\_\_\_\_  
 County DuPage  
 Local Agency City of Darien  
 Section \_\_\_\_\_

We, \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois,  
 as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the  
 United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,  
 administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

**PRINCIPAL**

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City of Darien  
(Awarding Authority)  
\_\_\_\_\_  
(Chairman/Mayor/President)

RETURN WITH BID

PROPOSAL

County DuPage
Local Public Agency City of Darien
Section Number ---
Route ---

1. Proposal of Schroeder Asphalt Services, Inc.
P.O. Box 831, Huntley, IL 60142

for the improvement of the above section by the construction of HMA surface removal, resurfacing, and patching, as well as structure adjustments and aggregate shoulders

a total distance of 29,160 feet, of which a distance of 29,160 feet, ( 5.52 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within N/A working days or by July 15, 2018 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City of Darien Clerks Office

The amount of the check is ( 5% of bid amount )

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Denton  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

| Combination Letter | Sections Included in Combinations | Total |
|--------------------|-----------------------------------|-------|
|                    |                                   |       |
|                    |                                   |       |
|                    |                                   |       |

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

| Bidder's Proposal for BASE BID |   | Bidder's Proposal for Making Entire Improvements |          |            |              |
|--------------------------------|---|--|----------|------------|--------------|
| Item No.                       | Items   | Unit   | Quantity | Unit Price | Total Cost   |
| 40800275                       | BITUMINOUS MATERIALS (PRIME COAT)                 | POUND  | 43760    | .01        | 437.60       |
| 10800825                       | POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 | TON  | 4160     | 86.50      | 359,840.00   |
| 10603335                       | HOT MIX ASPHALT SURFACE COURSE, MIX D, N50        | TON  | 8230     | 69.00      | 567,870.00   |
| 14000157                       | HOT-MIX ASPHALT SURFACE REMOVAL, 2"               | SQ YD  | 88280    | 1.95       | 172,146.00   |
| 48101200                       | AGGREGATE SHOULDERS, TYPE B                       | TON  | 760      | 28.00      | 21,280.00    |
| XX002258                       | STRUCTURES TO BE ADJUSTED                         | EACH   | 52       | 415.00     | 21,580.00    |
| XX006392                       | CLASS D PATCHES, 6" (SPECIAL)                     | SQ YD  | 2160     | 39.75      | 85,860.00    |
| *NA                            | SPEED HUMP REMOVAL AND REPLACEMENT                | EACH   | 1        | 3,500.00   | 3,500.00     |
| Bidder's Proposal for BASE BID |   |  |          |            | 1,253,172.60 |

RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Danon  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

| Combination Letter | Sections Included in Combinations | Total |
|--------------------|-----------------------------------|-------|
|                    |                                   |       |
|                    |                                   |       |
|                    |                                   |       |

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

ALTERNATE 1 BID - MISCELLANEOUS PATCHING

| Item No.                              | Items                         | Unit  | Quantity | Unit Price | Total     |
|---------------------------------------|-------------------------------|-------|----------|------------|-----------|
| XXXXXX                                | CLASS D PATCHES, 6" (SPECIAL) | SQ YD | 1,500    | 41.00      | 61,500.00 |
| Bidder's Proposal for ALTERNATE 1 BID |                               |       |          |            | 61,500.00 |

RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Darien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

| Combination Letter | Sections Included in Combinations | Total |
|--------------------|-----------------------------------|-------|
|                    |                                   |       |
|                    |                                   |       |
|                    |                                   |       |

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

| Bidder's Proposal for Making Entire Improvements |  | Bidder's Proposal for ALTERNATE 2 BID |          |            |            |
|--|--|---------------------------------------|----------|------------|------------|
| Item No.   | Items  | Unit                                  | Quantity | Unit Price | Total Cost |
| 20201200   | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL                | CU YD                                 | 150      | 32.00      | 4,800.00   |
| 21001000   | GEO TECHNICAL FABRIC FOR GROUND STABILIZATION              | SQ YD                                 | 450      | .50        | 225.00     |
| *30300001  | AGGREGATE SUBGRADE IMPROVEMENT                             | CU YD                                 | 300      | 36.00      | 10,800.00  |
| 35800100   | PREPARATION OF BASE  | SQ YD                                 | 8,800    | .75        | 6,600.00   |
| 35800200   | AGGREGATE BASE REPAIR                                      | TON                                   | 500      | 17.00      | 8,500.00   |
| 40603080   | HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N-50-2.75'         | TON                                   | 1,500    | 67.00      | 100,500.00 |
| 40603335   | HOT MIX ASPHALT SURFACE COURSE, "MIX D", N50 - 1.5"        | TON                                   | 900      | 69.00      | 62,100.00  |
| *X0326862  | STRUCTURES TO BE ADJUSTED                                  | EACH                                  | 10       | 420.00     | 4,200.00   |
| *X4401188  | HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH (3" TO 4") | SQ YD                                 | 8,800    | 2.50       | 22,000.00  |
| Bidder's Proposal for ALTERNATE 2 BID            |  |                                       |          |            | 219,725.00 |



**SIGNATURES**

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route ---

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Schroeder Asphalt Services, Inc.

Signed By *Ronald Schroeder*  
President

Business Address P.O. Box 831  
Huntley, IL 60142

Insert Names of Officers

} President Ronald Schroeder

Secretary Grace Foss

Treasurer Ronald Schroeder

Attest:

*Grace A. Foss*  
Secretary

RETURN WITH BID

Affidavit of Illinois Business Office

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route Various

State of Illinois )  
County of McHenry ) ss.

I, Ronald Schroeder of Huntley, Illinois  
(Name of Affiant) (City of Affiant) (State of Affiant)

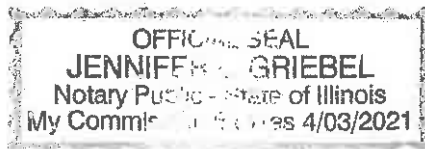
being first duly sworn upon oath, states as follows:

1. That I am the President of Schroeder Asphalt Services, Inc.  
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Schroeder Asphalt Services, Inc; will maintain a  
(bidder)  
business office in the State of Illinois which will be located in McHenry County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Ronald Schroeder  
(Signature)  
Ronald Schroeder  
(Print Name of Affiant)

This instrument was acknowledged before me on 23rd day of January, 2018

(SEAL)



Jennifer Griebel  
(Signature of Notary Public)

City of Darien  
2018 Street Program  
(CBBEL Project No. 17-0542)  
Page 2

**2018 ROAD PROGRAM - BASE BID**

| STREET             | LIMITS                          | ROAD LENGTH   | WIDTH | SQUARE YARDS  | SCOPE      | CURB AND GUTTER |
|--------------------|---------------------------------|---------------|-------|---------------|------------|-----------------|
| Crest Road         | Plainfield Rd. - Janet Ave.     | 920           | 20    | 2,044         | 2" MILLING |                 |
| Tennessee Avenue   | 67th St. - Chestnut Ln.         | 1093          | 20    | 2,429         | 2" MILLING |                 |
| Bentley Avenue     | 67th St. - Chestnut Ln.         | 1093          | 24    | 2,915         | 2" MILLING |                 |
| Bentley Avenue     | 67th St. - North Limit          | 650           | 24    | 1,733         | 2" MILLING |                 |
| Willow Lane        | Seminole Dr. - Belair Ct.       | 900           | 26    | 2,600         | 2" MILLING | ✓               |
| Farmingdale Drive  | 75th St. - 79th St.             | 3100          | 26    | 8,956         | 2" MILLING | ✓               |
| Chippewa Lane      | Farmingdale Dr. - Sawyer Rd.    | 400           | 26    | 1,156         | 2" MILLING | ✓               |
| High Point Circle  | North Frontage - Limit          | 1050          | 28    | 3,267         | 2" MILLING | ✓               |
| Brookhaven Avenue  | N Warwick Ave. - S Warwick Ave. | 1320          | 20    | 2,933         | 2" MILLING |                 |
| 71st Street        | Washington St. - Fairview Ave.  | 3840          | 35    | 14,933        | 2" MILLING | ✓               |
| Hudson Street      | 71st St. - Limit                | 580           | 29    | 1,869         | 2" MILLING | ✓               |
| Abbey Drive        | Cambridge Rd. - Dead End        | 640           | 25    | 1,778         | 2" MILLING | ✓               |
| Grandview Place    | 83rd St. - Drover Ln.           | 1870          | 25    | 5,194         | 2" MILLING | ✓               |
| Spring Green Drive | Parkview Dr. - Beller Dr.       | 1165          | 26    | 3,366         | 2" MILLING | ✓               |
| Richmond Avenue    | 67th St. - Seminole Dr.         | 5100          | 35    | 19,833        | 2" MILLING | ✓               |
| Seminole Drive     | Plainfield Rd. - Hinsbrook Ave. | 3200          | 34    | 12,089        | 2" MILLING | ✓               |
| <b>TOTAL =</b>     |                                 | <b>26,921</b> |       | <b>87,095</b> |            |                 |

**2018 ROAD PROGRAM - ALTERNATE 1 BID**

| STREET                 | LIMITS          | ROAD LENGTH | WIDTH | SQUARE YARDS | SCOPE           | CURB AND GUTTER |
|------------------------|-----------------|-------------|-------|--------------|-----------------|-----------------|
| Miscellaneous Patching | Various Streets | N/A         | N/A   | 1,500        | CLASS D PATCHES |                 |
| <b>TOTAL =</b>         |                 | <b>0</b>    |       | <b>1,500</b> |                 |                 |

**2018 ROAD PROGRAM - ALTERNATE 2 BID**

| STREET         | LIMITS                     | ROAD LENGTH  | WIDTH | SQUARE YARDS | SCOPE         | CURB AND GUTTER |
|----------------|----------------------------|--------------|-------|--------------|---------------|-----------------|
| N/A            | Plainfield Rd. - Cass Ave. | 2239         | 35    | 8,707        | 3"-4" MILLING |                 |
| <b>TOTAL =</b> |                            | <b>2,239</b> |       | <b>8,707</b> |               |                 |

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**February 26, 2018**

**Issue Statement**

**Resolution** to approve the 2018 City of Darien Zoning Map for publication.

**Resolution** – attached

**Discussion**

Every year the City updates the Zoning Map to show the zoning and development approvals during the previous calendar year. Attached is a chart of 2017 updates with a listing of the 10 addresses that included 4 PUD amendments, 2 variations, 2 re-subdivisions, 1 annexation, 1 rezoning, 1 amended development agreement, and 1 vacation of right-of-way. See **Attachment A**. State Statute requires that zoning maps be published every year by March 31. The approved map will be posted in City Hall and on the City website and paper copies will be made available.

**Recommendation**

A motion to recommend approval of Resolution # \_\_\_\_\_ “A Resolution Approving the 2018 City of Darien Zoning Map” as presented.

**Decision Mode**

City Council:                      March 5, 2018

| <b>Darien Zoning Map - 2017 updates</b> |                               |  |  |                |
|---|-------------------------------|--|--|----------------|
| <b>Address</b>                          | <b>Ordinance</b>              | <b>Type</b>  | <b>Use</b>   | <b>Map Key</b> |
| 2189 75th Street                        | O-04-17                       | Amend PUD  | donation collection (Armvets)                      | 88             |
| 7533 Cass Avenue                        | R-48-17                       | Amend development agreement                                    | dentist (Darien Point)                             | 16             |
| 902 Walnut Drive                        | O-07-17                       | Variation  | boat (Roiowicz)                                    |                |
| 2225 Shannon Court                      | O-11-17                       | Vacate ROW   | Oldfield Road (Wrenn)                              |                |
| 2109 Cottage Lane                       | O-13-17                       | Re-subdivision plat  | Lot 20 easement (Rolling Knolls)                   | 168            |
| 2815 83rd Street                        | O-14-17                       | Amend PUD  | chiropractor (Crossroads)                          | 131            |
| 8414 Dawn Lane                          | O-17-17                       | Amend PUD  | oversized deck (Violet's Farm)                     | 155            |
| 17w615 N. Frontage                      | O-20-17<br>O-21-17<br>O-22-17 | Annexation Agreement<br>Annexation<br>Zoning (B-3 Special Use) | motor home rental (R&R)                            |                |
| 8185 Chapman Court                      | O-19-17                       | Variation  | pool and deck (Deolitsis)                          |                |
| Evergreen Lane<br>(west of 1524)        | O-26-17                       | Amend PUD and re-subdivision                                   | 2 single family lots<br>(Broderick - Carriage Way) | 5              |

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE  
2018 CITY OF DARIEN ZONING MAP**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map no later than March 31<sup>st</sup> of each year; and

**WHEREAS**, the zoning map attached hereto as “Exhibit A” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

**WHEREAS**, the Corporate Authorities find the zoning map, attached hereto as Exhibit “A,” correctly reflects zoning actions approved by the Corporate Authorities within the last calendar year.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY**, as follows:

**SECTION 1:** That the City hereby approves the zoning map, attached as “**Exhibit A**”.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this \_\_\_\_\_ day of March, 2018.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,  
ILLINOIS, this \_\_\_\_\_ day of March, 2018**

\_\_\_\_\_  
**KATHLEEN MOESLE WEAVER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JOANNE E. RAGONA, CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

# CITY OF DARIEN, ILLINOIS

## Zoning Map

# 2018

**ZONING DISTRICTS**

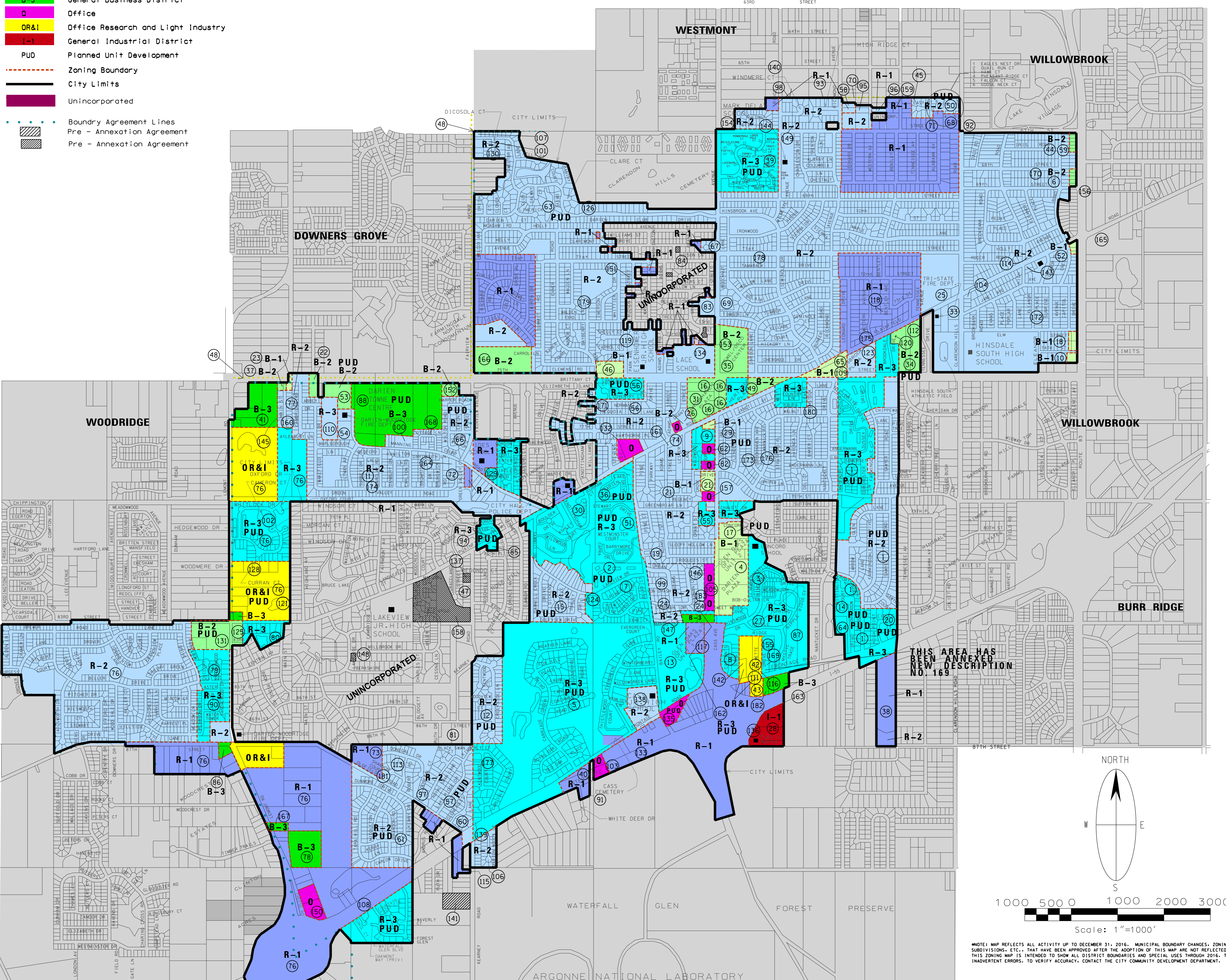
- R-1** Single Family Residence District (20,000 Sq. Ft.)
- R-2** Single Family Residence District (10,000 Sq. Ft.)
- R-3** Multi-Family Residence District
- B-1** Neighborhood Convenience Shopping District
- B-2** Community Shopping Center Business District
- B-3** General Business District
- O** Office
- OR&I** Office Research and Light Industry
- I-1** General Industrial District
- PUD** Planned Unit Development

**City Limits**

- City Limits
- Unincorporated

**Boundary Agreement Lines**

- Pre - Annexation Agreement
- Pre - Annexation Agreement



### DESCRIPTIONS WITH ORDINANCE NUMBERS

- 1. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 2. Saw Mill Creek Annexation PUD 0-03-72, 0-04-72, 0-05-72, 0-15-74, 0-01-85
- 3. Hinswood Units 3, 4 & 5 Annexation PUD 0-09-77, 0-10-78, 0-11-78, 0-12-85
- 4. Hinswood Alter Annexation 0-13-72A, 0-14-72, 0-15-72A, 0-22-77, 0-03-78, 0-42-90, 0-5-10, 0-32-12, 0-01-92, 1
- 5. Woodridge Way West PUD 0-29-72, 0-30-72, 0-32-06, 0-34-07, 0-22-10, 0-39-16, 0-9-94 8123 Cass Av. Special Use 0-39-16
- 6. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 7. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 8. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 9. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 10. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 11. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 12. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 13. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 14. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 15. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 16. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 17. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 18. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 19. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 20. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 21. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 22. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 23. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 24. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 25. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 26. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 27. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 28. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 29. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 30. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 31. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 32. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 33. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 34. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 35. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 36. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 37. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 38. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 39. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 40. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 41. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 42. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 43. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 44. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 45. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 46. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 47. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 48. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 49. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 50. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 51. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 52. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 53. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 54. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 55. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 56. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 57. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 58. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 59. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 60. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 61. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 62. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 63. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 64. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 65. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 66. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 67. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 68. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 69. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 70. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 71. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 72. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 73. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 74. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 75. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 76. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 77. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 78. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 79. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 80. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 81. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 82. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 83. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 84. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 85. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 86. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 87. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 88. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 89. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 90. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 91. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 92. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 93. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 94. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 95. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 96. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 97. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 98. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 99. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06
- 100. Farmingdale East Annexation PUD 0-28-77, 0-21-75, 0-12-86, 0-15-06



APPROVED FOR PUBLICATION BY THE DARIEN CITY COUNCIL ON THE \_\_ DAY OF MARCH 2018.

ATTEST: \_\_\_\_\_ MAYOR  
\_\_\_\_\_ CITY CLERK

**CHRISTOPHER B. BURKE ENGINEERING LTD.**  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

NOTES: MAP REFLECTS ALL ACTIVITY UP TO December 31, 2016. MUNICIPAL BOUNDARY CHANGES, ZONING CHANGES, SUBDIVISIONS, ETC., THAT HAVE BEEN APPROVED AFTER THE ADOPTION OF THIS MAP ARE NOT REFLECTED. THIS ZONING MAP IS INTENDED TO SHOW ALL DISTRICT BOUNDARIES AND SPECIAL USES THROUGH 2018. THERE MAY BE INADEQUATE ENOUGH TO VERIFY ACCURACY. CONTACT THE CITY COMMUNITY DEVELOPMENT DEPARTMENT.



**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**February 26, 2018**

Item e

**Issue Statement**

Approval of an ordinance granting a one year extension to the PUD amendment for the AMVETS Collection Center in the Darien Towne Center shopping center.

**Ordinance** – attached

**Discussion**

In 2005, the City Council granted a minor amendment to the Darien Towne Centre PUD via Ordinance O-4-05 to allow an AMVETS collection center in the west edge of the Walmart parking lot subject to a review by the City Council on an annual basis as to the location and to address any operational issues. In 2015, the City Council approved a location change for the Collection Center to the northwest corner of the Walmart parking lot by Ordinance O-22-15. Since then, the City has granted one-year extensions.

Tim Foley, the local Illinois AMVETS representative, says this collection center has been very productive for them and they would like to continue operation there. AMVETS staff are instructed to keep site clean. City staff has not observed any problems at this site.

**Recommendation**

A motion to recommend approval of an ordinance granting a one year extension to the minor amendment to the approved PUD for the Darien Towne Centre PUD for the AMVETS Collection Center.

**Alternate Consideration**

As directed by the Municipal Services Committee.

**Decision Mode**

City Council: March 5, 2018

**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Darien Towne Centre PUD, 2189 75<sup>th</sup> Street, Illinois,  
AMVETS Collection Center at Walmart)**

---

**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018**

---

**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A ONE (1) YEAR EXTENSION  
TO THE PREVIOUSLY APPROVED MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Darien Towne Centre PUD, 2189 75<sup>th</sup> Street, Illinois,  
AMVETS Collection Center at Walmart)**

**WHEREAS**, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-18-93, the City granted a special use for a Planned Unit Development (PUD) for certain property described therein and commonly referred to as the “Darien Towne Centre”; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-4-05, the City granted a minor amendment to the Darien Towne Centre PUD for an Illinois AMVETS Collection Center in the Walmart parking lot, for an initial period of one (1) year, which was to be reviewed by the City Council on an annual basis as to the location and to address any operational issues; and

**WHEREAS**, heretofore, pursuant to Ordinance O-4-05, the City granted one (1) year extensions on February 6, 2006, April 2, 2007, March 3, 2008, March 2, 2009, February 1, 2010, February 7, 2011, March 5, 2012, March 4, 2013, March 3, 2014, March 3, 2015; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-22-15, the City granted a location change for the collection center to the far northwest corner of the Walmart parking lot; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-22-15, the City granted one (1) year extension on April 3, 2017 by Ordinance No. O-04-17; and

ORDINANCE NO. \_\_\_\_\_

**WHEREAS**, City has reviewed the collection center and has not found any operational issues: and

**WHEREAS**, on February 26, 2018, the Municipal Services Committee of the City Council reviewed the operation of the Illinois AMVETS Collection Center and forwarded its recommendation to extend the PUD amendment for another year to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to grant a one (1) year extension to the Illinois AMVETS Collection Center subject to the terms, conditions and limitations described below.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS**, as follows:

**SECTION 1: Extension of the Previously Approved Minor Amendment to PUD Granted.** The previously granted minor amendment to the approved PUD for the Darien Towne Centre by Ordinance No. O-04-17 is hereby extended for a one (1) year period, at which time the City Council shall review the location and address any operational issues.

**SECTION 2: Home Rule.** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

ORDINANCE NO. \_\_\_\_\_

**SECTION 3: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this \_\_\_\_ day of \_\_\_\_\_, 2018.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**February 26, 2018**

**Issue Statement**

Approval of a resolution authorizing the Mayor and City Clerk to approve a resolution in support of the Greenest Region Compact.

**Background**

The Greenest Region Compact (GRC) is a program put together by the Metropolitan Mayors Caucus (MMC) to encourage municipalities to do an environmental sustainability plan.

The MMC role has been three-fold:

1. **GUIDE** They have produced a document they call a “framework” that summarizes the best ideas from others who do sustainability planning and make it available as a guide to doing your own plan. See the attached summary of Goals and Actions.
2. **RESOLUTION** They have asked all municipalities to adopt a resolution that supports GRC and declares the City’s intent to do a sustainability plan.
3. **ASSISTANCE** They will try to obtain grants and other resources that may become available to help the Cities that have adopted a resolution.

Sustainability plans (SP) are a growing trend and over 30 municipalities in Illinois and hundreds nationwide have already prepared one. SP is an inclusive category of plans that can include a variety of content, such as;

- Reduce air pollution by switching to non-fossil fuels, promoting solar energy systems, planting more trees, and increasing recycling.
- Reduce water pollution by expanding wetlands, switching to road salt alternatives, and organic pesticides and herbicides.
- Reduce driving by building bike paths and increasing local source foods.
- Reduce sprawl by regulating density, walkability, and increasing open space.

Improving our environmental sustainability is a universal goal.

Staff will explore innovative ideas that may be implemented either with no costs or future budget commitments to implement environmental sustainability programs.

**Recommendation**

Staff recommends approval of a resolution to support the Greenest Region Compact.

**Decision Mode**

This item will be placed on March 5, 2018 City Council agenda, pending Budget consideration, for formal approval.



## **Greenest Region Compact 2**

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact 2 aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact 2 and agree to work to achieve them, both in their own communities and in collaboration throughout the region:

### **Climate**

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



### **Economic Development**

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses

### **Energy**

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices

### **Land**

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible well-used and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community

### **Leadership**

- Enlist support for GRC2 goals through regional, state and national leadership
- Advocate for policies that align with and advance the GRC2
- Work collaboratively towards a sustainable region

## Mobility

- Support safe and effective active transportation
- **Maintain a diverse, safe, and efficient transportation network**
- **Support efficient transportation that uses resources wisely**
- Integrate sustainability into transportation policies, programs, and regulations
- **Promote public and sustainable transportation choices**



## Municipal Operations

- **Lead by demonstrating sustainable values and practices**
- **Integrate sustainability into all municipal operations**
- **Operate a safe, clean and efficient fleet**
- **Collect and manage data to advance sustainability**



## Sustainable Communities

- **Promote cultural vibrancy in the community**
- **Foster a culture of health, safety, and wellness**
- **Increase access to sustainably grown local food**
- **Sustain community principles that are welcoming, inclusive and equitable**
- **Promote a sustainable identity for the community**
- **Ensure local policies and codes support sustainability**
- **Cultivate community values based on principles of sustainability**



## Waste & Recycling

- **Support sustainable material management**
- **Recycle materials across all sectors**
- **Divert waste from landfills**
- **Enact policies that cause sustainable material management**
- **Engage the community in waste reduction and recycling**



## Water

- **Use and distribute water efficiently**
- **Protect and improve water quality**
- **Manage water system assets sustainably**
- **Optimize the use of natural and built systems to manage stormwater**
- **Practice stewardship of water resources**
- **Enact policies to protect water resources**
- **Engage the community in water stewardship**





**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION IN SUPPORT OF  
THE GREENEST REGION COMPACT**

**WHEREAS**, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

**WHEREAS**, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

**WHEREAS**, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

**WHEREAS**, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives: and

**WHEREAS**, the Metropolitan Mayors Caucus created the Greenest Region Compact 2 to address environmental sustainability issues of global importance at the local level: and

**WHEREAS**, the Greenest Region Compact 2, also called the GRC2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the GRC2 synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

**WHEREAS**, the GRC2 offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

**WHEREAS**, the consensus goals of the GRC2 will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality; and

**WHEREAS**, on February 26, 2018, the Municipal Services Committee of the City Council reviewed the Greenest Region Compact Materials from the Metropolitan Mayors Caucus and has forwarded its recommendation of approval of this resolution to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to approve the resolution subject to the terms, conditions and limitations described below.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY**, as follows:

**SECTION 1:** That the City hereby endorses the Goals of the Greenest Region Compact 2 proposed by the Metropolitan Mayors Caucus, and is attached hereto as **Exhibit “A”**.

**SECTION 2:** That the City agrees to work to achieve the Goals of the Greenest Region Compact 2, both within Darien and in collaboration throughout the region.

**RESOLUTION NO.** \_\_\_\_\_

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,  
DUPAGE COUNTY, ILLINOIS, this \_\_\_\_\_ day of March, 2018.**

**AYES:** \_\_\_\_\_  
\_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,  
ILLINOIS, this \_\_\_\_\_ day of March, 2018**

\_\_\_\_\_  
**KATHLEEN MOESLE WEAVER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JOANNE E. RAGONA, CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



## **Greenest Region Compact 2**

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact 2 aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact 2 and agree to work to achieve them, both in their own communities and in collaboration throughout the region:



### **Climate**

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



### **Economic Development**

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses



### **Energy**

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices



### **Land**

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible well-used and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community



### **Leadership**

- Enlist support for GRC2 goals through regional, state and national leadership
- Advocate for policies that align with and advance the GRC2
- Work collaboratively towards a sustainable region

## Mobility

- Support safe and effective active transportation
- Maintain a diverse, safe, and efficient transportation network
- Support efficient transportation that uses resources wisely
- Integrate sustainability into transportation policies, programs, and regulations
- Promote public and sustainable transportation choices



## Municipal Operations

- Lead by demonstrating sustainable values and practices
- Integrate sustainability into all municipal operations
- Operate a safe, clean and efficient fleet
- Collect and manage data to advance sustainability



## Sustainable Communities

- Promote cultural vibrancy in the community
- Foster a culture of health, safety, and wellness
- Increase access to sustainably grown local food
- Sustain community principles that are welcoming, inclusive and equitable
- Promote a sustainable identity for the community
- Ensure local policies and codes support sustainability
- Cultivate community values based on principles of sustainability



## Waste & Recycling

- Support sustainable material management
- Recycle materials across all sectors
- Divert waste from landfills
- Enact policies that cause sustainable material management
- Engage the community in waste reduction and recycling



## Water

- Use and distribute water efficiently
- Protect and improve water quality
- Manage water system assets sustainably
- Optimize the use of natural and built systems to manage stormwater
- Practice stewardship of water resources
- Enact policies to protect water resources
- Engage the community in water stewardship



**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE MEETING  
January 22, 2018**

**PRESENT:** Alderman Joseph Marchese—Chairman, Alderman Thomas Chlystek, Dan Gombac – Director, Steven Manning - City Planner

**ABSENT:** Alderman Thomas Belczak

**ESTABLISH QUORUM**

Chairman Joseph Marchese called the meeting to order at 6:37 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

**NEW BUSINESS**

- a. **Resolution – Approval a resolution to extend a contract with Scorpio Construction for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for a period from May 1, 2018 through April 30, 2019. The proposed contract extension would be the first extension, year two (2) of a three (3) year contract.**

Mr. Dan Gombac, Director reported that this is for approval to extend a contract with Scorpio Construction for removal and replacement of various storm sewers, culvert pipes and water main break repairs.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese approval of a resolution to extend a contract with Scorpio Construction for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for a period from May 1, 2018 through April 30, 2019. The proposed contract extension would be the first extension, year two (2) of a three (3) year contract.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- b. **Resolution – Accepting the unit price proposal from Orange Crush, LLC. for bituminous products for Public Works projects at the proposed unit pricing as required for a period from May 1, 2018 to April 30, 2019.**

Mr. Dan Gombac, Director reported that this is for approval of bituminous products for various public works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting the unit price proposal from Orange Crush, LLC. for bituminous products for Public Works projects at the proposed unit pricing as required for a period from May 1, 2018 to April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- c. Resolution - Accepting the unit price proposal for tipping and transfer fees from Willco Green, LLC at the proposed unit prices for certain generated waste from various Public Works Projects for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this unit pricing proposal is for tipping and transfer fees for certain generated waste.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting the unit price proposal for tipping and transfer fees from Willco Green, LLC at the proposed unit prices for certain generated waste from various Public Works Projects for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- d. Resolution - Accepting a proposal from Norwalk Tank Company for Culvert Metal Pipes, Metal Bands and Metal Flared End Sections and fittings as required for various Public Works projects for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that proposal is for culvert metal pipes, metal bands and metal flared end sections and fittings for various Public Works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Norwalk Tank Company for Culvert Metal Pipes, Metal Bands and Metal Flared End Sections and fittings as required for various Public Works projects for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- e. Resolution - Accepting a proposal from D.A.S. Enterprises, Inc. to provide trucking services at a rate of \$80.45 per hour for services relating to hauling waste generated from excavations for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that proposal is for trucking services related to hauling waste generated from excavations.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from D.A.S. Enterprises, Inc. to provide trucking services at a rate of \$80.45 per hour for services relating to hauling waste generated from excavations for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- f. **Resolution – Accepting a proposal from Norwalk Tank Company for High Density Polyethylene Pipes, bands, flared end sections and fittings as required for various Public Works projects for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this proposal is for various Public Works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Norwalk Tank Company for High Density Polyethylene Pipes, bands, flared end sections and fittings as required for various Public Works projects for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- g. **Resolution – Accepting a proposal from Vulcan Materials Co. (FKA Elmhurst Chicago Stone Co.) to purchase and pick up stone for Public Works projects for a period of May 1, 2018 through April 30, 2019. h. Resolution – Accepting a proposal from Vulcan Materials Co. (FKA Elmhurst Chicago Stone Co.) for the purchase of stone and delivery for Public Works projects for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this proposal is for the purchase and pick up of stone for various Public Works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Vulcan Materials Co. (FKA Elmhurst Chicago Stone Co.) to purchase and pick up stone for Public Works projects for a period of May 1, 2018 through April 30, 2019. h. Resolution – Accepting a proposal from Vulcan Materials Co. (FKA Elmhurst Chicago Stone Co.) for the purchase of stone and delivery for Public Works projects for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- i. **Resolution - Approval a resolution to extend a contract with DuPage Topsoil Inc. at the proposed schedule of prices for topsoil for various Public Works projects for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution extending the contract with DuPage topsoil Inc at the proposed scheduled pricing for topsoil for various Public Works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese approval a resolution to extend a contract with DuPage Topsoil Inc. at the proposed schedule of prices for topsoil for various Public Works projects for a period of May 1, 2018 through April 30, 2019.**



**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- j. Resolution – Accepting a proposal from Norwalk Tank Company for storm sewer structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for storm sewer structures, iron sewer grates, concrete adjusting rings for various Public Works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Norwalk Tank Company for storm sewer structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- k. Resolution – Accepting a proposal from JC Landscaping & Tree Services, Inc., at the proposed schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for the proposed scheduled pricing for the placement of topsoil and purchase and placement of fertilizer and sod for various Public Works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from JC Landscaping & Tree Services, Inc., at the proposed schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- l. Resolution – Accepting a proposal from Core and Main LP required for pressure pipe for various Public Works Projects for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for the pressure pipe for various Public Works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Core and Main LP required for pressure pipe for various Public Works Projects for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- m. **Resolution – Accepting a proposal from Grade A Grading, LLC and JC Landscaping & Tree Services at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for the proposed scheduled pricing for the Rear Yard Drainage Assistance Program various Public Works projects.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Grade A Grading, LLC and JC Landscaping & Tree Services at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- n. **Resolution – Accepting a proposal from Ziebell Water Service Products, Inc. for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with stainless steel bolts at the proposed unit prices for the maintenance of the water system for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for Smith and Blair Stainless Steel Water Main Repair Clamps with stainless steel bolts to repair water main breaks.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Ziebell Water Service Products, Inc. for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with stainless steel bolts at the proposed unit prices for the maintenance of the water system for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- o. **Resolution – Accepting a proposal from Ziebell Water Service Products, Inc. and Blair Stainless Steel Water Main Repair Clamps Style 238 at the proposed unit prices in various sizes for the maintenance of the water system for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for Smith and Blair Stainless Steel Water Main Repair Clamps with stainless steel bolts at the proposed unit pricing for various water main breaks.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Ziebell Water Service Products, Inc. and Blair Stainless Steel Water Main**

**Repair Clamps Style 238 at the proposed unit prices in various sizes for the maintenance of the water system for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- p. Resolution – Accepting a proposal from Ziebell Water Service Products, Inc. for general water department utility fixtures for the maintenance of the water system for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for general water department utility fixtures for maintenance of the water system.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Ziebell Water Service Products, Inc. for general water department utility fixtures for the maintenance of the water system for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- q. Resolution – Accepting a proposal from EJ USA, Inc. for East Jordan CD250 fire hydrant, valves and accessories as required for a period for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for East Jordan fire hydrants, valves and accessories.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from EJ USA, Inc. for East Jordan CD250 fire hydrant, valves and accessories as required for a period for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- r. Resolution – Accepting a proposal from Water Products Company for the Clow Medallion fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for the Clow Medallion fire hydrant repair parts.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Water Products Company for the Clow Medallion fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- s. **Resolution – Accepting a proposal from Water Products Company for the Clow Eddy F2500 fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for the Clow Eddy fire hydrant repair parts.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Water Products Company for the Clow Eddy F2500 fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- t. **Resolution – Accepting a proposal from Joseph D. Foreman & Company for the Traverse City fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019. Municipal Services Committee Meeting January 22, 2018.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for the Traverse City fire hydrant repair parts.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Joseph D. Foreman & Company for the Traverse City fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019. Municipal Services Committee Meeting January 22, 2018.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- u. **Resolution – Accepting a proposal from EJ USA, Inc for East Jordan WaterMaster 5BR250 and WaterMaster 5CD250 fire hydrants repair parts as required for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for East Jordan WaterMaster fire hydrant repair parts.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from EJ USA, Inc for East Jordan WaterMaster 5BR250 and WaterMaster 5CD250 fire hydrants repair parts as required for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- v. **Resolution – Authorizing a contract extension to Core & Main LP (FKA HD Supply Waterworks) for the Mueller Super Centurion fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution extending a contract for the Mueller Super Centurion fire hydrant repair parts.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese authorizing a contract extension to Core & Main LP (FKA HD Supply Waterworks) for the Mueller Super Centurion fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- w. **Resolution – Accepting a proposal from Ziebell Water Service Products for the U.S. Pipe fire hydrant repair parts as required for a period of May 1, 2017 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for the U.S. Pipe fire hydrant repair parts.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Ziebell Water Service Products for the U.S. Pipe fire hydrant repair parts as required for a period of May 1, 2017 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- x. **Resolution – Accepting a proposal from Water Products Company for the Clow Eddy fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for the Clow Eddy fire hydrant repair parts.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Water Products Company for the Clow Eddy fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- y. **Resolution – Authorizing a contract extension to Ziebell Water Service Products for Waterous Pacer fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution extending a contract for Waterous Pacer fire hydrant repair parts.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese authorizing a contract extension to Ziebell Water Service Products for Waterous Pacer fire hydrant repair parts as required for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- z. Resolution – Accepting a proposal from Ziebell Water Service Products for Mueller Brand brass fittings for the maintenance of the water system for a period of May 1, 2018 through April 30, 2019.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal for Mueller Brand brass fittings for the maintenance of the water system.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese accepting a proposal from Ziebell Water Service Products for Mueller Brand brass fittings for the maintenance of the water system for a period of May 1, 2018 through April 30, 2019.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- aa. Resolution – Preliminary approval to authorize a proposal from Suburban Concrete, Inc. for the 2018 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract in an amount not to exceed \$620,317.50 and to waive the residential \$75.00 permit fee application for concrete work.**

Mr. Dan Gombac, Director reported that this is preliminary approval for the Sidewalk and Curb and Gutter Removal and Replacement Program contract. He reported that staff is happy with the pricing and satisfied with the vendor. He further reported that this also offers residents to remove and replace with a waiver of the \$75 permit fee.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese preliminary approval to authorize a proposal from Suburban Concrete, Inc. for the 2018 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract in an amount not to exceed \$620,317.50 and to waive the residential \$75.00 permit fee application for concrete work.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- bb. Resolution – Preliminary approval to authorize a contract for the 2018 Roadside Ditch Maintenance – Regrading Program between the City of Darien and Scorpio Construction Corporation for the layout and replacement of storm sewer pipes, and structures and grading.**

Mr. Dan Gombac, Director reported that this is preliminary approval for the 2018 Roadside Ditch Maintenance- Regrading Program. He reported that this is budget pending and that Scorpio was the lowest bid. Mr. Gombac reported that the ditch catalog is almost complete and that significant progress has been made.

There was no one in the audience wishing to present public comment.

**Alderman Marchese made a motion and it was seconded by Alderman Chlystek preliminary approval to authorize a contract for the 2018 Roadside Ditch Maintenance – Regrading Program between the City of Darien and Scorpio Construction Corporation for the layout and replacement of storm sewer pipes, and structures and grading.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

**cc. Resolution – Approval of a resolution to extend a contract with TruGreen, LP for (5) various fertilizer applications in an amount not to exceed \$20,290.00 for the 2018 Landscape Fertilization Services at Roadside Rights of Way and Medians of 75th Street, and certain segments of Plainfield Road. Included also are City owned facilities such as the Water Plant grounds, the Public Works facility and the City Hall grounds. The proposed contract extension would be the second extension, year 3 of a three (3) year contract.**

Mr. Dan Gombac, Director reported that this is approval of a resolution to extend a contract for five fertilizer applications. There was no one in the audience wishing to present public comment.

There was no one in the audience wishing to present public comment.

**Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of a resolution to extend a contract with TruGreen, LP for (5) various fertilizer applications in an amount not to exceed \$20,290.00 for the 2018 Landscape Fertilization Services at Roadside Rights of Way and Medians of 75th Street, and certain segments of Plainfield Road. Included also are City owned facilities such as the Water Plant grounds, the Public Works facility and the City Hall grounds. The proposed contract extension would be the second extension, year 3 of a three (3) year contract.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

**dd. Resolution - Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$21,050 for professional services related to controlled Wetland Management Burn and Vegetation Management at the Dale Road Basin.**

Mr. Dan Gombac, Director reported that this is approval of a resolution accepting a proposal for a controlled burn.

There was no one in the audience wishing to present public comment.

**Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke**

**Engineering, Ltd. in an amount not to exceed \$21,050 for professional services related to controlled Wetland Management Burn and Vegetation Management at the Dale Road Basin**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- ee. Resolution – Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for the implementation of the National Pollutant Discharge Elimination System (NPDES) Program in the Des Plaines River and East Branch DuPage River Watersheds.**

Mr. Dan Gombac, Director reported that this is approval of a resolution authoring an Intergovernmental Agreement with the County of DuPage. He reported that there is an overall County effort to look for resources for elicit discharges and to look for continuous water running breaks or water discharged illegally. Mr. Gombac reported that the overall goal is to keep glutens out of the water.

There was no one in the audience wishing to present public comment.

**Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for the implementation of the National Pollutant Discharge Elimination System (NPDES) Program in the Des Plaines River and East Branch DuPage River Watersheds.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- ff. Resolution – Authorizing the Mayor to Execute a Contract with Illinois Central Sweeping for the City of Darien’s Annual Street Sweeping Program not to exceed \$32,690.00.**

Mr. Dan Gombac, Director reported that this is approval of a resolution executing a contract for the annual street sweeping program.

There was no one in the audience wishing to present public comment.

**Alderman Marchese made a motion and it was seconded by Alderman Chlystek authorizing the Mayor to Execute a Contract with Illinois Central Sweeping for the City of Darien’s Annual Street Sweeping Program not to exceed \$32,690.00.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

- gg. PZC 2017 – 06: 450 67th Street: Petitioner seeks approval of variations to the Darien zoning code for the rear setbacks for the proposed porch, deck and patio.**

Mr. Steve Manning, City Planner reported that the petitioner seeks approval to construct a proposed porch, deck, and patio in the back yard. He stated that the yard is short and that there is an existing porch and deck that needs to be rebuilt because it is deteriorating. Mr. Manning reported that the area behind is unincorporated. He reported that the PZC recommended approval and that there were no objections from the neighbors.



There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese recommending approval of PZC 2017 – 06: 450 67th Street as presented.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

**hh. PZC 2017 – 07: Solar Codes: Approval to amend the zoning code regarding solar energy systems including definitions, use in districts, and accessory standards.**

Mr. Dan Gombac, Director reported that the City has been participating in the SolSmart program sponsored by the US Department of Energy/Metropolitan Mayors Caucus. He reported that Mr. Steve Manning along with Alderman McIvor have been working on this and the City received Bronze designation. He thanked Mr. Manning for his efforts.

Mr. Steve Manning reported that the City is looking at Zoning. He stated that staff has identified 3 houses and 2 schools with solar systems. Mr. Manning reported on the trends and reported that he has been meeting and sharing ideas with the caucus. He stated that installed panels could produce over 30% of electricity.

There was some discussion on installation of the panels.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese recommending approval of PZC 2017 – 07: Solar Codes: Approval to amend the zoning code regarding solar energy systems including definitions, use in districts, and accessory standards as presented.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

**ii. PZC 2018 - 01: 7521 Lemont Road: Petitioners seek approval of a variation to the Darien Sign Code to allow signs on 3 walls.**

Mr. Steve Manning, City Planner reported that Home Run Inn Pizza is requesting approval for 3 wall signs. He stated that the PZC reviewed the request and recommended approval based on the unique situation of where the business is located and in a lot with no street frontage. Mr. Manning reported that the petitioner provided the history and signage and stated that there is much confusion in the carry out area.

There was no one in the audience wishing to present public comment.

**Alderman Chlystek made a motion and it was seconded by Alderman Marchese recommending approval of PZC 2018 - 01: 7521 Lemont Road: Petitioners seek approval of a variation to the Darien Sign Code to allow signs on 3 walls.**

**Upon voice vote, THE MOTION CARRIED UNANIMOUSLY 2-0.**

**jj. Minutes – November 27, 2017 Municipal Services Committee**

**Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of the minutes of the November 27, 2017 Municipal Services Committee Meeting.**

There was no one else in the audience wishing to present public comment.

**Upon voice vote, THE MOTION CARRIED. 1-0. Alderman Chlystek abstained.**

**DIRECTOR'S REPORT**

Mr. Gombac had no report

**NEXT SCHEDULED MEETING**

Chairperson Marchese announced that the next meeting is scheduled for February 26, 2018.

**ADJOURNMENT**

**With no further business before the Committee, Alderman Chlystek made a motion and it was seconded by Alderman Marchese to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:45 p.m.**

**RESPECTFULLY SUBMITTED:**

---

**Joseph Marchese  
Chairman**

---

**Thomas Belczak  
Alderman**

---

**Thomas Chlystek  
Alderman**