

**AGENDA**  
**Municipal Services Committee**  
**October 25, 2021**  
**7:00 p.m. – Council Chambers**

**1. Call To Order & Roll Call**

**2. Establishment of Quorum**

**3. New Business**

- a. **Resolution** – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2022 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$34,684.00.
- b. **Resolution** – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2022 Street Maintenance Program, in an amount not to exceed \$10,400.00.
- c. **Resolution** - Approving a proposal extension with Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2022 through April 30, 2023.
- d. **Resolution** - Approving a proposal extension with Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2022 through April 30, 2023.
- e. **Resolution** – Approving a proposal extension with Chicagoland Paving Contractors Inc. for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2022 through April 30, 2023.
- f. **Resolution** - Approving a proposal extension with JC Landscaping & Tree Services, Inc. at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2022 through April 30, 2023.
- g. **Resolution** - Approval to accept a Storm Sewer Easement from the following property: 609 Chippewa Lane 09-27-403-003.
- h. **Resolution** - Approving a proposal extension with XBE, LLC to provide trucking services relating to hauling waste generated from excavations for a period of May 1, 2022 through April 30, 2023.
- i. **Resolution** - Authorizing the purchase of the deicing/anti-icing chemical product, ThermaPoint R, from Industrial Systems Ltd., in an amount not to exceed \$10,500 (Approximately 9,200 gallons x \$1.14/gallon).
- j. **Resolution** - Authorizing the purchase of Winter Sentry, the deicing/anti-icing chemical product, from Harmony Deicing, in an amount not to exceed \$4,500 (4,500 gallons x \$1.00/gallon).
- k. Minutes – **September 27, 2021** Municipal Services Committee

**4. Director’s Report**

**5. Next Scheduled Meeting – November 22, 2021**

**6. Adjournment**

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 25, 2021**

**ISSUE STATEMENT**

Approval of a [resolution](#) to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2022 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$34,684.00.

**BACKGROUND/HISTORY**

Attached, please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2022 Street Maintenance Program. The following roads have been slated for the 2022 Street Maintenance Program:

**PROPOSED 2022 ROAD PROGRAM**

STREET	SUBDIVISION	ROAD LENGTH (linear ft.)	LIMIT	LAST REHAB	CURRENT RATING
Bunker Rd	Hinsbrook	1000	Timber - Seminole	2008	67
Glen Ln	Farmingdale Terrace South	1150	Farmingdale - cul de sac	2007	66
Arbor Ct	Farmingdale 5-9	400	73 <sup>rd</sup> - limit	2007	65
Fairview Ave	Farmingdale Ridge	1400	Manning Rd – DG limit	2003	68
Claremont Dr	Farmingdale 5-9	1232	Exner Rd – Williams	2007	67
Clemens Rd	Farmingdale Unit 5 - 9	1232	Summit – Exner	2007	68
Exner Rd	Farmingdale Unit 5 - 9	4300	75 <sup>th</sup> – Darien Club Dr	2006	66
Washington St	Farmingdale Unit 5 - 9	500	71st – limit	2005	67
Glen Eagles Ln	Carriage Greens #4	1200	Oldfield Rd – limit	2007	65
86th St	Brookridge	500	Creekside – limit	2007	66
Woodview Ct	Brookridge	400	Creekside – limit	2007	66
Laurel Ln	Carriage Greens 1&2	800	Carriage Greens – limit	2006	66
Heather Ln	Carriage Greens 1&3	800	Carriage Greens - Gleneyre	2013	68
Ashbrook Ct	Regency Grove	600	Cass – limit	2003	68
Bailey Rd	Bailey Park	5550	Plainfield – N Frontage	2007	65
Westminster Ct	Bailey Park	440	Bailey – Bailey	2007	69
Adams Rd	Farmingdale Unit 5,6,7,8,9	600	75 <sup>th</sup> – 73 <sup>rd</sup> cul de sac	2007	69
	<b>BASE BID</b>	<b>22,104</b>			
Alternate 1	Class D Patches, 6" (Special)				
Alternate 2	Aggregate Shoulders, Type B				

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, 2 ½ inches of hotmix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 22,104 feet (4.18 miles) for base bid.

**Task 1 – Field Reconnaissance:** CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage

structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$208/hr. x 6 hrs.	= \$ 1,248
Engineer I/II \$121/hr. x 50 hrs.	= \$ <u>6,050</u>
	Total \$ 7,298

**Task 2 – Preparation of Bid Booklet:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer V \$208/hr. x 24 hrs.	= \$ 4,992
Engineer I/II \$121/hr. x 120 hrs.	= \$ <u>14,520</u>
	Total \$19,512

**Task 3 – Coordination Meetings:** CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$208/hr. x 2 meetings x 3 hrs.	= \$1,248
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**Task 4 – Bidding Assistance:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$208/hr. x 2 hrs.	= \$ 416
Engineer I/II \$ 121/hr. x 10 hrs.	= \$ <u>1,210</u>
	Total \$ 1,626

**Task 5 - Sampling Analysis - Quality Assurance Quality Control** - The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

CBBEL estimated the following fees for each of the tasks described above:

Task 1 Field Reconnaissance	\$ 7,298
Task 2 Preparation of Bid Booklet	\$19,512
Task 3 Coordination Meetings	\$ 1,248
Task 4 Bidding Assistance	\$ 1,626
Task 5 Sampling Analysis – Quality Assurance/Quality Control	\$ 4,500
	Direct Costs \$ <u>500</u>
<b>NOT TO EXCEED</b>	<b>\$ 34,684</b>

Funding for the Engineering Services would be expended from the following line item of the FY21/22 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21/22 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ENGINEERING BID SPECIFICATIONS	\$ 35,000.00	\$ 34,684.00	\$ 316.00

**STAFF RECOMMENDATION**

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$34,684.00.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda for formal consideration.



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

**A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2022 STREET MAINTENANCE PROGRAM CONTRACT BID BOOKLET IN AN AMOUNT NOT TO EXCEED \$34,684.00**

**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. for the 2022 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$34,684.00, 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 1<sup>st</sup> day of November, 2021.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of November, 2021.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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


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

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

September 27, 2021

 City of Darien  
 City Hall  
 1702 Plainfield Road  
 Darien, Illinois 60561

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services  
 2022 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2022 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the 2022 Road Program will consist of resurfacing for the following streets:

<b>STREET</b>	<b>LIMITS</b>	<b>ROAD LENGTH</b>
<b>STREET</b>	<b>SUBDIVISION</b>	<b>LENGTH</b>
Bunker Road	Hinsbrook	1000
Glen Lane	Farmingdale Terrace South	1150
Arbor Court	Farmingdale 5-9	400
Fairview Ave	Farmingdale Ridge	1400
Claremont Drive	Farmingdale 5-9	1232
Clemens Road	Farmingdale Unit 5 - 9	1232
Exner Road	Farmingdale Unit 5 - 9	4300
Washington Street	Farmingdale Unit 5 - 9	500
Glen Eagles Lane	Carriage Greens #4	1200
86 <sup>th</sup> Street	Brookridge	500

Woodview Court	Brookridge	400
Laurel Lane	Carriage Greens 1&2	800
Heather Lane	Carriage Greens 1&3	800
Ashbrook Court	Regency Grove	600
Bailey Road	Bailey Park	5550
Westminster Court	Bailey Park	440
Adams Road	Farmingdale Unit 5,6,7,8,9	600
	<b>BASE BID</b>	<b>22,104</b>
Alternate 1	Class D Patches, 6" (Special)	
Alternate 2	Aggregate Shoulders, Type B	

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, 2 ½ inches of hotmix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 22,104 feet (4.18 miles) for base bid.

### **SCOPE OF SERVICES**

**Task 1 – Field Reconnaissance:** CBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

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Total	\$ 7,298

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**FEE ESTIMATE**

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Field Reconnaissance	\$ 7,298
Task 2	Preparation of Bid Booklet	\$19,512
Task 3	Coordination Meetings	\$ 1,248
Task 4	Bidding Assistance	\$ 1,626
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 4,500
	Direct Costs	<u>\$ 500</u>
	NOT TO EXCEED	\$34,684



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. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate 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,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

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

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

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

LMF/mj  
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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**APRIL, 2020**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

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, 2020.

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**  
**October 25, 2021**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2022 Street Maintenance Program, in an amount not to exceed \$10,400.00.

**BACKGROUND/HISTORY**

Attached please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 35 pavement corings for the tentatively proposed 2022 Street Maintenance Program. The following roads have been slated for the 2022 Street Maintenance Program:

**PROPOSED 2022 ROAD PROGRAM**

STREET	RATING	SUBDIVISION	LIMIT	ROAD LENGTH	CORES	LAST REHAB
Glen Ln	66	Farmingdale Terrace South	Farmingdale - Cul-de-sac	1,150	2	2007
Arbor Ct	65	Farmingdale 5-9	73rd - Limit	400	1	2007
Fairview Ave	68	Farmingdale Ridge	Manning Rd - DG Limit	1,400	3	2003
Claremont Dr	67	Farmingdale 5-9	Exner Road - Williams	1,232	3	2007
Clemens Rd	68	Farmingdale Unit 5 - 9	Summit - Exner	1,232	3	2007
Washington St	67	Farmingdale Unit 5 - 9	71st - South Limit	500	1	2005
Glen Eagles Ln	65	Carriage Greens #4	Oldfield Road - Limit	1,200	2	2007
86th St	66	Brookridge	Creekside - Limit	500	1	2007
Woodview Ct	66	Brookridge	Creekside - Limit	400	1	2007
Laurel Ln	66	Carriage Greens 1&2	Carriage Greens - Limit	800	2	2006
Heather Ln	68	Carriage Greens 1&3	Carriage Greens - Gleneyre	800	2	2013
Ashbrook Ct	68	Regency Grove	Cass - Limit	600	1	2003
Bailey Rd	65	Bailey Park	Plainfield - N Frontage	5,550	11	2007
Westminster Ct	69	Bailey Park	Bailey - Bailey	440	1	2007
Adams Rd	69	Farmingdale Unit 5,6,7,8,9	75th - 73rd Cul-de-sac	600	1	2007
		BASE BID	Base Bid	<b>16,804</b>	<b>35</b>	
Alternate 1		Class D Patches, 6" (Special)	Class D Patches, 6" (Special)			
Alternate 2		Aggregate Shoulders, Type B	Aggregate Shoulders, Type B			

The proposed Engineering Agreement includes the following scope of services:

**Task 1 - Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 35 cores) and pavement cores at a frequency to determine the existing structure of the

pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

**Task 2 - Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2022 Road Program based on the City’s budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Geotechnical Investigation	\$ 9,400
Task 2	Evaluation of Geotechnical Report	<u>\$ 1,000</u>
TOTAL		\$ 10,400

Funding for the Engineering Services would be expended from the following line item of the FY 21/22 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY21/22 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ROAD CORE SPECS TESTING SERVICES	\$ 16,500.00	\$ 10,400.00	\$ 6,100.00

**STAFF RECOMMENDATION**

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$10,400.00.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda for formal consideration.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2022 STREET MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$10,400.00**

**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. for pavement corings for the proposed 2022 Street Maintenance Program in an amount not to exceed a total cost of \$10,400.00, 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 1<sup>st</sup> day of November, 2021.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of November, 2021.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



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

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

September 27, 2021  
**Revised October 18, 2021**

City of Darien  
 City Hall  
 1702 Plainfield Road  
 Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
 2022 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2022 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the preliminary list for the 2022 Road Program will consist of the following streets:

<b>PROPOSED 2022 ROAD PROGRAM</b>			
<b>STREET</b>	<b>LIMITS</b>	<b>ROAD LENGTH</b>	<b>CORES</b>
Glen Lane	Farmingdale - Cul-de-sac	1,150	2
Arbor Court	73 <sup>rd</sup> - Limit	400	1
Fairview Ave	Manning Rd - DG Limit	1,400	3
Claremont Drive	Exner Road - Williams	1,232	3
Clemens Road	Summit - Exner	1,232	3
Washington Street	71 <sup>st</sup> - South Limit	500	1
Glen Eagles Lane	Oldfield Road - Limit	1,200	2
86 <sup>th</sup> Street	Creekside - Limit	500	1
Woodview Court	Creekside - Limit	400	1
Laurel Lane	Carriage Greens - Limit	800	2



Heather Lane	Carriage Greens - Glen Eyre	800	2
Ashbrook Court	Cass - Limit	600	1
Bailey Road	Plainfield - N Frontage	5,550	11
Westminster Court	Bailey - Bailey	440	1
Adams Road	75 <sup>th</sup> - 73 <sup>rd</sup> Cul-de-sac	600	1
Alternate 1	Class D Patches, 6" (Special)		
Alternate 2	Aggregate Shoulders, Type B		
	<b>BASE BID</b>	<b>16,804</b>	<b>35</b>

### SCOPE OF WORK

#### **Task 1 – Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 35 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

#### **Task 2 – Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2022 Road Program based on the City's budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

### ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Geotechnical Investigation	\$ 9,400
Task 2	Evaluation of Geotechnical Report	\$ 1,000
	<b>TOTAL</b>	<b>\$ 10,400</b>

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. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate 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,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**APRIL, 2020**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

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, 2020.

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**  
**October 25, 2021**

**ISSUE STATEMENT**

A [resolution](#) approving a proposal extension with Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2022 through April 30, 2023.

**BACKGROUND**

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and ditching projects. The proposed resolution would allow the proposed vendor to provide the City of Darien semi-loads directly from the quarry when required.

Quotes were requested on November 12, 2020 and Staff had received one (1) competitive quote for the stone and delivery. The sole bidder was Vulcan Construction Materials, LLC, see [Attachment A](#). The department primarily uses CA6 and CA7, and the PGE is a heavier stone utilized for bank stabilization. The request for quotes stipulated that pricing be held in place from May 1, 2022 through April 30, 2023. It also included two optional extensions for 2022 and 2023. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The proposed extension was confirmed on September 30, 2021. See [Attachment B](#). Vulcan Construction Materials, LLC, was the awarded vendor last year has provided satisfactory services in the past.

The expenditure would come from the Street, Water and Capital accounts, depending on the specific project requiring semis of stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000 pending Capital Project budget approval.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Vulcan Construction Materials, LLC.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda for formal approval.

## DELIVERED STONE QUOTE 2022-2023

				Vulcan Construction Materials, Inc.	
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE DELIVERED	COSTS
<i>EXAMPLE:</i>			200	\$ 1.00	\$ 200.00
<b>A.</b> CA-6 STONE	200-3000	TON	200	\$ 15.15	\$ 3,030.00
<b>B.</b> CA-7 STONE	200-3000	TON	200	\$ 20.65	\$ 4,130.00
<b>C.</b> 6 - 8 Inch PGE	200-2000	TON	200	\$ 52.15	\$ 10,430.00
<b>D.</b> 10 - 12 Inch PGE	200-2000	TON	200	\$ 54.73	\$ 10,946.00
<b>TOTAL COSTS A+B+C+D</b>					<b>\$ 28,536.00</b>



**From:** Grimes, Jason  
**To:** Regina Kokkinis  
**Subject:** Re: stone  
**Date:** Thursday, September 30, 2021 4:16:27 PM

---

Regina,

We agree to the contract extension, and look forward to another year working with you.

Thanks,

On Thu, Sep 30, 2021 at 3:09 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2022-23 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2022-23 pricing schedule.

Thank you,

*Regina Kokkinis*

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

<https://darien.il.us/reference-desk/directconnect-enews>

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Jason Grimes

Vulcan Materials Company  
262-206-8350 (cell)  
grimesj@vmcmail.com



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

**A RESOLUTION APPROVING A PROPOSAL EXTENSION WITH VULCAN CONSTRUCTION MATERIALS, LLC, FOR THE PURCHASE AND DELIVERY OF STONE FOR THE PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023**

**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 approves a proposal extension with Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2022 through April 30, 2023, 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 1<sup>st</sup> day of November, 2021.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of November, 2021.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR


ATTEST:

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

APPROVED AS TO FORM:

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

## DELIVERED STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2021-2022		2022-2023		2023-2024	
				UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00				
A. CA-6 STONE	200-3000	TON	200	\$ 14.65	\$ 2,930.00	\$ 15.15	\$ 3,030.00	\$ 15.65	\$ 3,130.00
B. CA-7 STONE	200-3000	TON	200	\$ 20.15	\$ 4,030.00	\$ 20.65	\$ 4,130.00	\$ 21.15	\$ 4,230.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 51.65	\$ 10,330.00	\$ 52.15	\$ 10,430.00	\$ 52.65	\$ 10,530.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 54.23	\$ 10,846.00	\$ 54.73	\$ 10,946.00	\$ 55.23	\$ 11,046.00
TOTAL COSTS A+B+C+D					\$ 28,136.00		\$ 28,536.00		\$ 28,936.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	VULCAN CONSTRUCTION MATERIALS LLC								
Address:	1000 E WARRENVILLE RD SUITE 100, NAPERVILLE IL 60563								
Submitted By:	JASON GRIMES								
Date:	11-12-2020								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	VULCANMATERIALS@OUTB@VMC.MAIL.COM								
Authorized Signature:									

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 25, 2021**

**ISSUE STATEMENT**

A [resolution](#) approving a proposal extension with Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2022 through April 30, 2023.

**BACKGROUND**

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and drainage projects. The proposed resolution would allow the City to pick up the specified stone from Vulcan Construction Materials, LLC.

Quotes were requested on November 12, 2020 and Staff had received one (1) competitive quote for the pickup of stone at per unit cost. The sole bidder was Vulcan Construction Materials, LLC, see [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2022 through April 30, 2023. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The proposed extension was confirmed on September 30, 2021. See [Attachment B](#). Vulcan Construction Materials, LLC, was the awarded vendor last year and has provided satisfactory services in the past.

The expenditure would come from the Street Water and Capital accounts, depending on the specific project requiring the stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000.00.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Vulcan Construction Materials, LLC.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda for formal approval.



# PICKED UP STONE QUOTE SUMMARY 2022-2023

				<b>Vulcan Construction Materials, Inc.</b>	
<b>DESCRIPTION</b>	<b>QUANTITY-RANGE</b>	<b>UNIT</b>	<b>MULTIPLIER QUANTITY</b>	<b>UNIT PRICE</b>	<b>COSTS</b>
<i>EXAMPLE:</i>			<i>200</i>	<i>\$ 1.00</i>	<i>\$ 200.00</i>
<b>A. CA-6 STONE</b>	200-3000	TON	200	\$ 9.50	\$ 1,900.00
<b>B. CA-7 STONE</b>	200-3000	TON	200	\$ 15.00	\$ 3,000.00
<b>C. 6 - 8 Inch PGE</b>	200-2000	TON	200	\$ 46.50	\$ 9,300.00
<b>D. 10 - 12 Inch PGE</b>	200-2000	TON	200	\$ 46.50	\$ 9,300.00
<b>TOTAL COSTS A+B+C+D</b>					<b>\$ 23,500.00</b>

MEMO

**From:** Grimes, Jason  
**To:** Regina Kokkinis  
**Subject:** Re: stone  
**Date:** Thursday, September 30, 2021 4:16:27 PM

---

Regina,

We agree to the contract extension, and look forward to another year working with you.

Thanks,

On Thu, Sep 30, 2021 at 3:09 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2022-23 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2022-23 pricing schedule.

Thank you,

*Regina Kokkinis*

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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<https://darien.il.us/reference-desk/directconnect-eneews>

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Jason Grimes

Vulcan Materials Company  
262-206-8350 (cell)  
grimesj@vmcmail.com



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

**A RESOLUTION APPROVING A PROPOSAL EXTENSION WITH VULCAN CONSTRUCTION MATERIALS, LLC, FOR THE PURCHASE AND PICK UP OF STONE FOR VARIOUS PUBLIC WORKS PROJECTS AT THE PROPOSED UNIT PRICES FOR A PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023**

**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 approves a proposal extension with Vulcan Construction Materials, LLC, to purchase and pick up stone for various Public Works projects at the proposed unit prices, for a period of May 1, 2022 through April 30, 2023, 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 1<sup>st</sup> day of November, 2021.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR


ATTEST:

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

APPROVED AS TO FORM:

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

## PICKED UP STONE QUOTE SUMMARY

DESCRIPTION	QUANTIT Y-RANGE	UNIT	MULTIPLIER QUANTITY	2021-2022		2022-2023		2023-2024	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$9.00	\$1,800.00	\$9.50	\$1,900.00	\$10.00	\$2,000.00
B. CA-7 STONE	200-3000	TON	200	\$14.50	\$2,900.00	\$15.00	\$3,000.00	\$15.50	\$3,100.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$46.00	\$9,200.00	\$46.50	\$9,300.00	\$47.00	\$9,400.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$46.00	\$9,200.00	\$46.50	\$9,300.00	\$47.00	\$9,400.00
TOTAL COSTS A+B+C+D					\$23,100.00		\$23,500.00		\$23,900.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	VULCAN CONSTRUCTION MATERIALS, LLC								
Address:	1000 E WARRENVILLE, SUITE 100, NAPERVILLE IL 60563								
Submitted By:	JASON GRIMES								
Date:	11-12-2020								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	VULCANMATERIALSQUOTE@VMCMAIL.COM								
Authorized Signature:									

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 25, 2021**

**ISSUE STATEMENT**

A [resolution](#) approving a proposal extension with Chicagoland Paving Contractors Inc. for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2022 through April 30, 2023.

**BACKGROUND**

During the year the department removes and replaces various storm sewers, culvert pipes and water main break repairs across driveway aprons and roadways for various Public Works projects. Restoration for the driveways includes establishing uniform cuts, asphalt removal and replacement.

Competitive quotes were requested on November 20, 2020 for the removal and replacement of bituminous aprons and road patches, and staff received four (4) competitive quotes. See [Attachment A](#). The lowest overall competitive quote was submitted by Chicagoland Paving Contractors Inc. The request for quotes stipulated that pricing be held in place from May 1, 2022 through April 30, 2023. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on October 4, 2021. See [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$175,000.00 pending Capital Project budget approval.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Chicagoland Paving Contractors Inc.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda for formal approval.



**BITUMINOUS SURFACE-DRIVEWAY/APRONS/STREETS  
2022-2023**



DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	Chicagoland Paving Contractors, Inc.		Scorpio Construction Corp.		M & J Asphalt Paving Compnay, Inc.		Schroeder Asphalt Services, Inc.	
				UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
A. BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCUTING AND COMPACTION	Less than 50	SQUARE YARD	50 SQUARE YARD	\$ 42.00	\$ 2,100.00	\$ 82.00	\$ 4,100.00	\$ 95.00	\$ 4,750.00	\$ 112.00	\$ 5,600.00
	50 - 100	SQUARE YARD	100 SQUARE YARD	\$ 37.00	\$ 3,700.00	\$ 76.00	\$ 7,600.00	\$ 47.50	\$ 4,750.00	\$ 82.00	\$ 8,200.00
	101 - 200	SQUARE YARD	200 SQUARE YARD	\$ 37.00	\$ 7,400.00	\$ 72.00	\$ 14,400.00	\$ 43.20	\$ 8,640.00	\$ 72.00	\$ 14,400.00
B. BITUMINOUS ROADWAY PATCHES/CROSSING COST FOR PREPERATION AND PLACEMENT OF 5-INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTING AND COMPACTION	200 +	SQUARE YARD	200 SQUARE YARD	\$ 47.00	\$ 9,400.00	\$ 80.00	\$ 16,000.00	\$ 64.80	\$ 12,960.00	\$ 92.00	\$ 18,400.00
<b>TOTAL COSTS A + B</b>				\$ 163.00	\$ 22,600.00	\$ 310.00	\$ 42,100.00	\$ 250.50	\$ 31,100.00	\$ 358.00	\$ 46,600.00

MEMO

**From:** Julie Heiderman  
**To:** Regina Kokkinis  
**Subject:** RE: bituminous surface  
**Date:** Monday, October 4, 2021 3:13:55 PM  
**Importance:** High

---

Regina – from Bill Bowes @ Chicagoland Paving – yes, in agreement with the contract extension and the unit pricing for 2022-23 – thanks,

Best Regards,

Julie Heiderman  
Chicagoland Paving  
225 Telser Road  
Lake Zurich, IL 60047  
847-550-9681  
office@chicagolandpaving.com

---

**From:** Regina Kokkinis [mailto:rkokkinis@darienil.gov]  
**Sent:** Thursday, September 30, 2021 3:49 PM  
**To:** office@chicagolandpaving.com  
**Cc:** Dan Gombac  
**Subject:** bituminous surface

Good Day,

Attached, please see the pricing schedule for 2022-23 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2022-23 pricing schedule.

Thank you,

*Regina Kokkinis*  
Administrative Assistant, Municipal Services  
City of Darien  
630-353-8105

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

<https://darien.il.us/reference-desk/directconnect-enevs>



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

**A RESOLUTION APPROVING A PROPOSAL EXTENSION WITH CHICAGOLAND PAVING CONTRACTORS, INC. FOR THE REMOVAL AND REPLACEMENT OF BITUMINOUS APRONS AND ROAD PATCHES AT THE PROPOSED UNIT PRICING AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023**

**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 accepts a proposal extension from Chicagoland Paving Contractors, Inc. for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2022 through April 30, 2023, 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 1<sup>st</sup> day of November, 2021.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of November, 2021.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

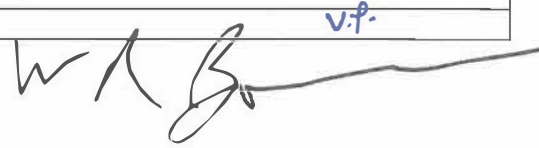
\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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



BITUMINOUS SURFACE DRIVEWAY APRONS/STREET SUMMARY QUOTE REQUEST

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2021-2022		2022-2023		2023-2024	
				UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS
EXAMPLE:			100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
A. BITUMINOUS DRIVEWAY APRONS COST FOR PREPARATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCUTTING AND COMPACTION	Less than 50	SQUARE YARD	50 SQUARE YARD	40 <sup>-</sup>	2,000 <sup>-</sup>	42 <sup>-</sup>	2,100 <sup>-</sup>	45 <sup>-</sup>	2,250 <sup>-</sup>
	50 - 100	SQUARE YARD	100 SQUARE YARD	35 <sup>-</sup>	3,500 <sup>-</sup>	37 <sup>-</sup>	3,700 <sup>-</sup>	40 <sup>-</sup>	4,000 <sup>-</sup>
	101 - 200	SQUARE YARD	200 SQUARE YARD	35 <sup>-</sup>	7,000 <sup>-</sup>	37 <sup>-</sup>	7,400 <sup>-</sup>	40 <sup>-</sup>	8,000 <sup>-</sup>
B. BITUMINOUS ROADWAY PATCHES/CROSSING COST FOR PREPARATION AND PLACEMENT OF 5-INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTTING AND COMPACTION									
	200 +	SQUARE YARD	200 SQUARE YARD	45 <sup>-</sup>	9,000 <sup>-</sup>	47 <sup>-</sup>	9,400 <sup>-</sup>	50 <sup>-</sup>	10,000 <sup>-</sup>
<b>TOTAL COSTS A + B</b>					21,500 <sup>-</sup>		22,600 <sup>-</sup>		24,250 <sup>-</sup>
<b>QUOTE AWARDED ON TOTAL COST</b>									
Company Name:	Chicago Land Paving Contractors Inc.								
Address:	225 W. Lake Rd. Lake Zurich IL 60047								
Submitted By:	William R. Bowes, V.P.								
Date:	11/12/20								
Telephone Number:	847 550 9681								
Mobile Telephone Number:	847 417 1133								
Fax Number:	847 550 9684								
E-mail Address:	office@chicagolandpaving.com								
Authorized Signature:									

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 25, 2021**

**ISSUE STATEMENT**

A [resolution](#) approving a proposal extension with JC Landscaping & Tree Services, Inc. at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2022 through April 30, 2023.

**BACKGROUND**

During the year the department requires the services of a landscaper to complete rear yard drainage projects for various properties. The City provides various materials to the proposed vendor, and the vendor is required to install the materials and complete the restoration.

Competitive quotes were requested on November 13, 2019 for the Rear Yard Drainage Assistance Program, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quotes was from JC Landscaping & Tree Services, Inc. The request for quotes stipulated that pricing be held in place from May 1, 2022 through April 30, 2023. The proposal also includes two (2) additional extensions that may be exercised upon mutual agreement and City Council approval. The proposed extension was confirmed on October 10, 2021. See [Attachment B](#). JC Landscaping & Tree Services, Inc, was the awarded vendor last year has provided satisfactory services in the past.

The expenditure would come from the Streets Account (Drainage Projects). The total estimated costs for all maintenance and budgetary programs for rear yard miscellaneous drainage projects are estimated at approximately \$100,000.00 pending budget approval.

**STAFF RECOMMENDATION**

Staff recommends approving the resolution.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda, for formal approval.

**REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS  
MAY 1, 2022 thru APRIL 30, 2023**

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	JC Landscaping & Tree Services, Inc.		Continental Construction Company, Inc.		Trine Construction Corp.	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<b>EXAMPLE</b>	<b>WIDGET</b>	<b>100-5,000</b>	<b>LINEAL FT</b>	<b>700</b>	<b>\$ 1.00</b>	<b>\$ 700.00</b>	<b>\$ 1.00</b>	<b>\$ 700.00</b>	<b>\$ 1.00</b>	<b>\$ 700.00</b>
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 14.00	\$ 14,000.00	\$ 30.00	\$ 30,000.00	\$ 35.00	\$ 35,000.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 22.00	\$ 22,000.00	\$ 35.00	\$ 35,000.00	\$ 43.80	\$ 43,800.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 23.00	\$ 23,000.00	\$ 50.00	\$ 50,000.00	\$ 50.10	\$ 50,100.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 24.00	\$ 24,000.00	\$ 60.00	\$ 60,000.00	\$ 60.25	\$ 60,250.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 32.00	\$ 32,000.00	\$ 70.00	\$ 70,000.00	\$ 67.25	\$ 67,250.00
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 30.00	\$ 3,000.00	\$ 160.00	\$ 16,000.00	\$ 870.00	\$ 87,000.00
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	\$ 16.00	\$ 40,000.00	\$ 80.00	\$ 200,000.00	\$ 12.15	\$ 30,375.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 35.00	\$ 17,500.00	\$ 30.00	\$ 15,000.00	\$ 119.00	\$ 59,500.00
	<b>TOTAL COST ITEMS 1-8</b> NOTE:ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR					<b>\$ 175,500.00</b>		<b>\$ 476,000.00</b>		<b>\$ 433,275.00</b>
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2500	\$ 9.50	\$ 23,750.00	\$ 40.00	\$ 100,000.00	\$ 28.05	\$ 70,125.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1--10	EACH	5	\$ 300.00	\$ 1,500.00	\$ 2,100.00	\$ 10,500.00	\$ 3,388.00	\$ 16,940.00
<b>Total Costs Using Items 1-10</b>						<b>\$ 200,750.00</b>		<b>\$ 586,500.00</b>		<b>\$ 520,340.00</b>
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL- OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARD	500	\$ 7.00	\$ 3,500.00	\$ 30.00	\$ 15,000.00	\$ 23.87	\$ 11,935.00
SPECIAL- OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARD	500	\$ -	\$ -	\$ 65.00	\$ 32,500.00	\$ 26.54	\$ 13,270.00
calculation error - bid submitted was \$1,,704,980										

MEMO

**From:** Bladimir Mejia  
**To:** Regina Kokkinis  
**Cc:** mejiaj0424@gmail.com; Dan Gombac  
**Subject:** Re: rear yard  
**Date:** Sunday, October 10, 2021 8:46:22 PM

---

Approved.

On Thu, Sep 30, 2021 at 3:36 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2022-23 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2022-23 pricing schedule.

Thank you,

*Regina Kokkinis*

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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<https://darien.il.us/reference-desk/directconnect-enews>

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

**A RESOLUTION APPROVING A PROPOSAL EXTENSION WITH JC LANDSCAPING & TREE SERVICES, INC, AT THE PROPOSED SCHEDULE OF PRICES FOR THE REAR YARD DRAINAGE ASSISTANCE PROGRAM FOR A PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023**

**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 hereby approve a proposal extension with JC Landscaping & Tree Services, Inc, at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2022 through April 30, 2023, 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 1<sup>st</sup> day of November, 2021.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of November, 2021.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS  
MAY 1, 2020 thru APRIL 30, 2021

PRICING EXTENDED TO 10/15/21  
2021-22  
2022-23  
2023-24

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	2020 - 2021		2021 - 2022		2022 - 2023	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE	WIDGET	100-5,000	LINEAL FT	700	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 12.75	\$ 12,750.00	\$ 14.00	\$ 14,000.00	\$ 14.00	\$ 14,000.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 20.00	\$ 20,000.00	\$ 22.00	\$ 22,000.00	\$ 25.00	\$ 25,000.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 21.00	\$ 21,000.00	\$ 23.00	\$ 23,000.00	\$ 26.00	\$ 26,000.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 22.00	\$ 22,000.00	\$ 24.00	\$ 24,000.00	\$ 26.00	\$ 26,000.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 30.00	\$ 30,000.00	\$ 32.00	\$ 32,000.00	\$ 35.00	\$ 35,000.00
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 35.00	\$ 3,500.00
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2 500	\$ 16.00	\$ 40,000.00	\$ 16.00	\$ 40,000.00	\$ 16.00	\$ 40,000.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 32.00	\$ 16,000.00	\$ 35.00	\$ 17,500.00	\$ 35.00	\$ 17,500.00
	TOTAL COST ITEMS 1-8 NOTE: ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR					\$ 147,750.00		\$ 175,500.00		\$ 187,000.00
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2500	\$ 8.50	\$ 21,250.00	\$ 9.50	\$ 23,750.00	\$ 11.00	\$ 27,500.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1-10	EACH	5	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00
	TOTAL COST ITEMS 1-10					\$ 187,500.00		\$ 200,750.00		\$ 216,000.00
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL-OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARDS	500	\$ 7.00	\$ 3,500.00	\$ 7.00	\$ 3,500.00	\$ 8.00	\$ 4,000.00
SPECIAL-OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARDS	500						
Company Name		JC LANDSCAPING AND TREE SERVICES INC.								
Address		2413 SPRING ST UNIT 4704 WOODRIDGE IL 60517								
Submitted By-Print Name		JUAN MEJIA								
Date		11/11/19								
Office Telephone Number		(630) 464-0736								
Mobile Telephone Number		(630) 401-3501								
Fax Number										
E-mail Address		MEJIA81@GMAIL.COM								
Authorized Signature										

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 25, 2021**

**ISSUE STATEMENT**

Approval of a [resolution](#) accepting a Storm Sewer Easement from the following property:

609 Chippewa Lane 09-27-403-003

**BACKGROUND/HISTORY**

The property owner at 609 Chippewa Lane has agreed to grant a storm sewer easement to the City of Darien in anticipation of an upcoming rear yard drainage project. The scope of work includes installing an under drain pipe through the proposed side yard easement of the participating property and connect to a storm sewer structure located on Sawyer Road. The easement is required to install a drain-tile pipe to rid the rear yard area of nuisance ponding and provide positive drainage.

Staff has reached out to the resident for a storm sewer easement to be dedicated only to the City of Darien. The plat requires City Council approval and will be recorded by DuPage County. The resident has agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as [Exhibit A](#):

609 Chippewa Lane 09-27-403-003

**STAFF RECOMMENDATION**

Staff recommends acceptance of a Storm Sewer Easement from the property listed above.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be on the November 1, 2021 City Council agenda for formal consideration.



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

**A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM THE FOLLOWING PROPERTY: 609 CHIPPEWA LANE 09-27-403-003**

**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 and City Clerk to accept a Storm Sewer Easement from the following property: 609 Chippewa Lane 09-27-403-003, a copy of which is attached here to 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 1<sup>st</sup> day of November, 2021.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of November, 2021.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

909 EAST 31ST STREET  
LA GRANGE PARK, ILLINOIS 60526  
SCHOMIG-SURVEY@SBCGLOBAL.NET  
WWW.LAND-SURVEY-NOW.COM  
PHONE: 708-352-1452  
FAX: 708-352-1454

# SCHOMIG LAND SURVEYORS, LTD.

## PLAT OF GRANT OF PUBLIC UTILITY AND DRAINAGE EASEMENT

THE EAST 5.0 FEET OF LOT 28 IN GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 1, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 27 AND 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1971 AS DOCUMENT R71-20341 AND CERTIFICATE OF CORRECTION FILED JUNE 15, 1971 AS DOCUMENT R71-26590, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 609 CHIPPEWA LANE, DARIEN.

OWNERS CERTIFICATE  
609 CHIPPEWA LANE, DARIEN.  
PIN #09-27-403-003

STATE OF ILLINOIS )  
COUNTY OF DU PAGE) ss.

WE, THOMAS & CLAUDIA YARBER, DO HEREBY CERTIFY WE ARE THE OWNERS, OF THE PROPERTY DESCRIBED AS:

LOT 28 IN GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 1, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 27 AND 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 1971 AS DOCUMENT R71-20341 AND CERTIFICATE OF CORRECTION FILED JUNE 15, 1971 AS DOCUMENT R71-26590, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, PUBLIC UTILITIES AND DRAINAGE PURPOSES DESCRIBED AS THE EAST 5.0 FEET OF LOT 28 AS DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

OWNER: \_\_\_\_\_  
CLAUDIA YARBER

OWNER: \_\_\_\_\_  
THOMAS YARBER

OWNERS NOTARY  
609 CHIPPEWA LANE, DARIEN.  
PIN #09-27-403-003

STATE OF ILLINOIS )  
COUNTY OF DU PAGE) ss.

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THOMAS AND CLAUDIA YARBER ARE PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNERS, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE PREPARED AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

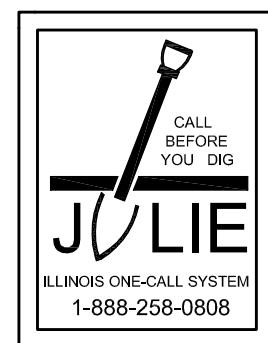
DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

BY: \_\_\_\_\_  
NOTARY PUBLIC.

SURVEY DATE: OCTOBER 20TH, 2021.

ORDERED BY: CITY OF DARIEN FILE: 982054.CRD

PLAT NUMBER: 211952-E & H26-238 SCALE: 1" = 20'



- LEGEND
- M. = MEASURED DIMENSION
  - R. = RECORDED DIMENSION
  - CL = CENTER LINE
  - B.L. = BUILDING LINE
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - (MH) = MAN HOLE
  - (S) = SANITARY MANHOLE
  - (3.5") = TREE AND DIAMETER
  - V.F. = VINYL FENCE

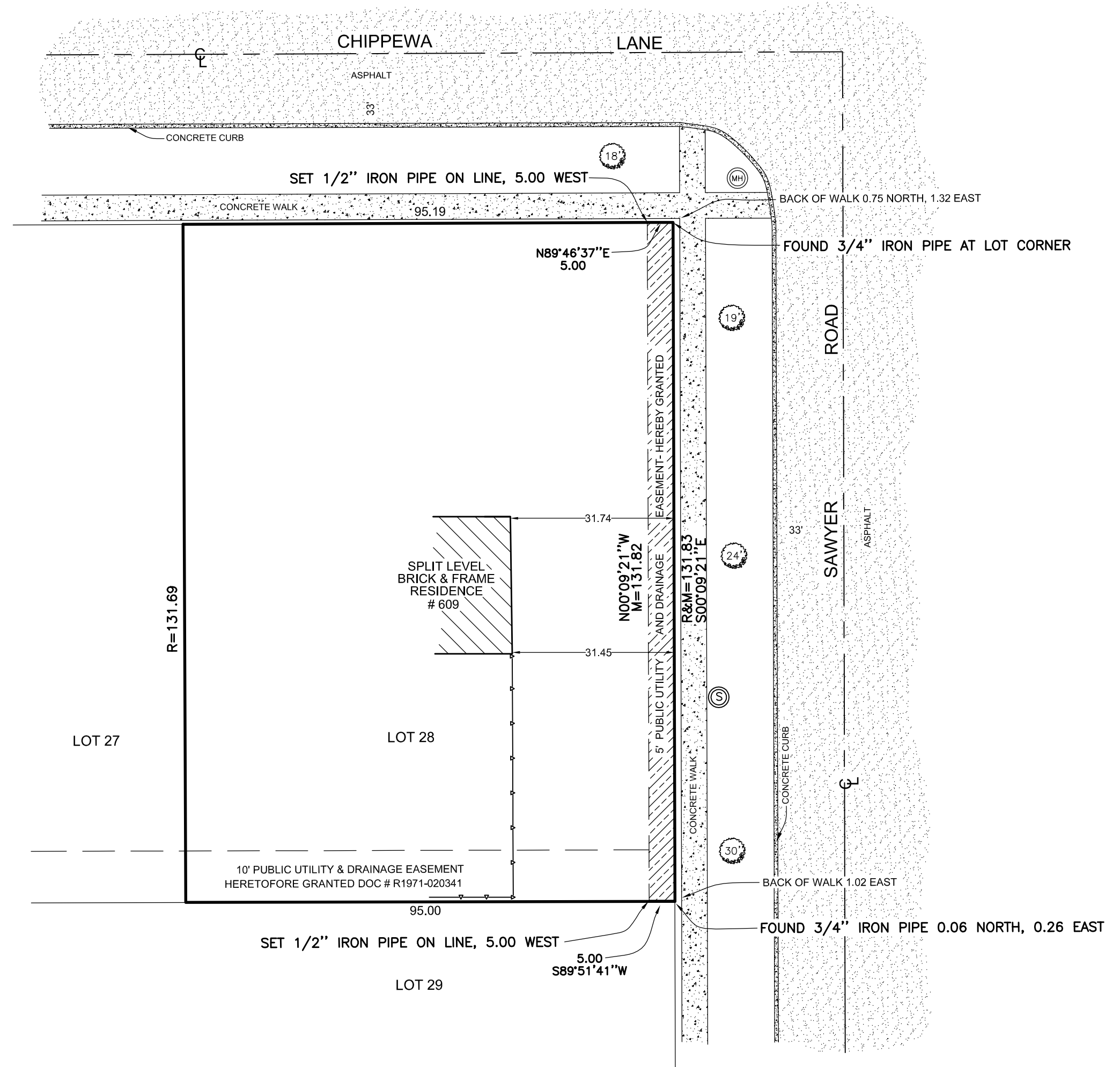
STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: Russell W. Schomig  
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



**AGENDA MEMO**  
**Municipal Services Committee**  
**October 25, 2021**

**ISSUE STATEMENT**

A [resolution](#) approving a proposal extension with XBE, LLC to provide trucking services relating to hauling waste generated from excavations for a period of May 1, 2022 through April 30, 2023.

**BACKGROUND**

Throughout the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and drainage projects. The waste is temporarily stored at the Public Works facility and requires removal. The trucks are then scheduled, filled by City loaders and the waste is hauled to a local landfill.

Competitive quotes were requested in 2019 for hauling services and staff received one (1) competitive quote. The sole bidder was XBE, LLC. See [Attachment A](#). The proposal extension was confirmed on October 19, 2021, see [Attachment B](#). The proposal stipulates that pricing be held in place from May 1, 2022 through April 30, 2023. XBE, LLC continues to provide optimal services.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for hauling are estimated to be approximately \$100,000.00 pending Capital Project budget approval.

**STAFF RECOMMENDATION**

Staff recommends approving the resolution.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda for formal approval.



**Quote for Hauling Fees  
2022/2023**

				XBE, LLC	
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER - QUANTITY	UNIT PRICE PER HOUR	COSTS
<i>EXAMPLE:</i>			<i>100</i>	<i>\$ 50.00</i>	<i>\$ 5,000.00</i>
Trucking/Semi	200 to 1,000	PER LOAD-TO AND FROM SHOP-SHOP MUST BE NO MORE THAN 20 MINUTES FROM CITY OF DARIEN LIMITS. TIPPING SITE WILL BE LOCATED WITHIN 20-25 MINUTES FROM THE CITY OF DARIEN	100	\$100	\$10,000

\*Travel time of 1.5 hours will be added to each shift

\*Cancellation policy is as stated. All shifts include a 4-hour minimum unless cancelled prior to their scheduled start time. If shifts are cancelled within one hour of their scheduled start time, then a total of 2 hours will be charged to each shift effected.

\*Truck classifications other than semis, if ordered, will be charged on a cost plus 15% basis

MEMO

**From:** Matt Lerner  
**To:** Regina Kokkinis  
**Subject:** Re: 2022-23 hauling fees  
**Date:** Tuesday, October 19, 2021 4:57:52 PM

---

Hello Regina,

Yes, we will honor the 2022/2023 pricing at \$100.00 per hour. Please let me know if you need anything else.

Thanks,

On Mon, Oct 18, 2021 at 8:53 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Morning,

Please see the attached.

Will you honor the 2022/23 pricing? (written in red ) the \$100.00 an hour price.

Thank you,

*Regina Kokkinis*

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

**To receive important information from the City of Darien sign up for our electronic newsletter:**

**DARIEN DIRECT CONNECT**

**Follow the link and subscribing is simple!**

<https://darien.il.us/reference-desk/directconnect-enews>

Matt Lerner  
XBE  
402-290-7738

---

CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

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

**A RESOLUTION APPROVING A PROPOSAL EXTENSION WITH XBE, LLC, TO PROVIDE TRUCKING SERVICES RELATING TO HAULING WASTE GENERATED FROM EXCAVATIONS FOR A PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023**

**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 approves a proposal extension with XBE, LLC, to provide trucking services relating to hauling waste generated from excavations for a period of May 1, 2022 through April 30, 2023, 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 1<sup>st</sup> day of November 2021.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of November 2021.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



*UNIT PRICING EXTENDED TO 2021-22*

*2022/23 TBD*

*10/15/20*

*2023/24 TRP*

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER-QUANTITY	2020-2021		2021-2022		2022-2023	
				UNIT PRICE PER HOUR	COSTS	UNIT PRICE PER HOUR	COSTS	UNIT PRICE PER HOUR	COSTS
<i>EXAMPLE:</i>		Per Hour	100	\$ 50.00	\$ 5,000.00	\$ 60.00	\$ 6,000.00	\$ 70.00	\$ 7,000.00
Trucking/Semi	200-1000	PER LOAD TO AND FROM SHOP- SHOP MUST BE NO MORE THAN 20 MINUTES FROM CITY OF DARIEN LIMITS. TIPPING SITE WILL BE LOCATED WITHIN 20-25 MINUTES FROM THE CITY OF DARIEN	100	\$ 95.00 <sup>1</sup>		\$ 100.00 <sup>1</sup>		\$ 105.00 <sup>1</sup>	
Company Name:		XBE, LLC							
Address:		2150 South Canalport, Unit 2C8. Chicago, IL 60608							
Submitted By:		Brett Stanton							
Date:		11/13/2019							
Telephone Number-Office:		816-550-3653							
Cellular:		816-550-3653							
Fax Number:									
E-mail Address:		brett-stanton@x-b-e.com							
Authorized Signature:		<i>Brett Stanton</i>							

Note: Trucking services shall be made available within 48 hours of initial request.

<sup>1</sup> Other:

- Travel time of 1.5 hours will be added to each shift
- Cancellation policy is as stated. All shifts include a 4-hour minimum unless cancelled prior to their scheduled start time. If shifts are cancelled within one hour of their scheduled start time, then a total of 2 hours will be charged for each shift effected.
- Truck classifications other than semis, if ordered, will be charged on a cost plus 15% basis

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 25, 2021**

**ISSUE STATEMENT**

A [resolution](#) authorizing the purchase of the deicing/anti-icing chemical product, ThermaPoint R, from Industrial Systems Ltd., in an amount not to exceed \$10,500 (Approximately 9,200 gallons at \$1.14/gallon).

**BACKGROUND/HISTORY**

Included within the FY21/22 Budget are supplies as it relates to the enhancement of deicing roadways within the City. The deicing program was initiated in 2018 and will be in its 4th year of use. There are two distinct snow and ice control strategies that make use of chemical freezing-point effective: deicing and anti-icing. Deicing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize salt usage, and reduce the potential for impact on properties and the environment.

**BENEFITS**

**Increased safety**

Applying ice-melting chemicals before or at the start of freezing precipitation prevents formation of bonded ice on pavement, which can help ensure safe passage for pedestrians and motorists from the outset of a storm.

**Reduced deicer use**

The U.S. Environmental Protection Agency (EPA) says effective pretreatments typically require up to 75% less ice melt material throughout the storm cycle compared to deicing after weather events, reducing costs as well as environmental impact.

**Labor and cost savings**

Pretreating pavement surfaces with ice melter can provide significant labor- and cost-saving benefits. Anti-icing treatment before a storm can often eliminate the need to remove light accumulations and can make removal of heavy snow and ice faster and easier. The residual ice-melting effect of these treatments can reduce the need for subsequent deicing applications after plowing.

**Material selection**

Material selection depends on many factors, including available equipment, pavement temperatures, and current and expected weather conditions. Anti-icing is a proven way to provide safer conditions for motorists and pedestrians starting at the very outset of a winter storm event. It's also a practical way to help minimize rock salt use, reduce labor and cost, and minimize the impact on properties and the environment before, during and after a storm. It's an effective and

practical strategy for municipalities whenever they have advance warning that a storm is on the way.

Deicing and Anti-icing Product-Chemical Deicer ThermaPoint R is a ready to use deicing and anti-icing liquid inhibitor. Staff secured the following quote for the product. Industrial Systems Ltd., is the sole manufacturer of ThermaPoint R in our area and 3 bordering states. See [Attachment A](#).

VENDOR	PRODUCT	COST PER GALLON
<b>Industrial Systems Ltd</b>	<b>ThermaPoint R</b>	<b>*\$1.14</b>

The ThermaPoint R product would be utilized for the de-icing and anti-icing operations. Based on an average winter of 21-25 snow frequencies and a review of past applications it has been estimated the City would require approximately 7,500-9200 gallons of the ThermaPoint R product. The benefits for the ThermaPoint R are:

- a. Dark Brown in Color with Mild Odor
- b. Freeze Point of -40 degrees
- c. Promotes a Sustainable and Environmentally Sensitive Enhancement

The total cost would be an amount not to exceed \$10,500 (Approximately 9,200 gallons at \$1.14/gallon) for ThermaPoint R from Industrial Systems Ltd., *\*Quantity subject to change due to weather conditions.*

The FY21/22 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY21/22 BUDGET	EXPENDITURE	BALANCE
01-30-4257	Operating Supplies	\$32,000	\$10,500	\$21,500

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution accepting a proposal from Industrial Systems Ltd., for the purchase of ThermaPoint R.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda for formal consideration.



# ISL

09-14-2021

To Whom it May Concern,

I am writing to let you know that Industrial Systems Ltd. is the sole manufacturer of ThermaPoint R in the 3 state area comprising Illinois, Wisconsin and Iowa. We maintain ourselves as the sole manufacturer to your area.

Sincerely,

Greg Schams

President

Industrial Systems Ltd.

---

**Industrial Systems Ltd.**

112 West Route 120  
Tel: 815.344.5566

Lakemoor, IL 60051  
Fax: 815.344.5588



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

**A RESOLUTION AUTHORIZING THE PURCHASE OF THE DEICING/ANTI-ICING CHEMICAL PRODUCT, THERMAPOINT R, FROM INDUSTRIAL SYSTEMS LTD, IN AN AMOUNT NOT TO EXCEED \$10,500 (APPROXIMATELY 9,200 GALLONS at \$1.14/GALLON)**

**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 purchase of the deicing and anti-icing chemical product ThermaPoint R in an amount not to exceed \$10,500 (9,200 gallons at \$1.14/gallon) from Industrial Systems Ltd., 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 1<sup>st</sup> day of November, 2021.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of November, 2021.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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

**Industrial Systems Ltd.**  
 112 West Route 120  
 Lakemoor, IL 60051  
 Tel: 815-344-5566 • Fax: 815-344-5588

# ISL Quote

**Darien Public Works**  
**Attn: David Fell**  
  
 Darien, IL.

Date:  
**September 10, 2021**  
  
 Reference:  
**Liquid De-icer / Anti-icer**

E-Mail: [dfell@darienil.gov](mailto:dfell@darienil.gov)

**LOCAL\* Manufactured, Stored & Distributed in Chicagoland \*LOCAL**

Submitted By	FOB	Delivery	Terms
Steve Adler		Included	Net 30 days from delivery

Quantity	Product Description	Price
	<b>No Mixing!</b> <b>READY-TO-GO PRODUCT</b> <b>No mixing!</b>	
4,500 gl	<b>ThermaPoint R- <i>No mixing!</i> Pre-wetting, anti-icing &amp; de-icing (-40°F) FOR MILD OR SEVERE WEATHER! (90% less corrosion)</b>	\$1.14/gl
4,500 gl	<b>InfernalMelt R- <i>No mixing!</i> Pre-wetting, anti-icing &amp; de-icing (-40°F) Cleaner more refined functional equivalent to ThermaPoint R Environmentally <b>NON-CHLORIDE LIQUID DE-ICER</b> Friendlier</b>	\$1.14/gl
4,500 gl	<b>Cryomelt NC - <i>No mixing!</i> Pre-wetting, anti-icing &amp; de-icing (-20°F)</b>	\$ market \$
4,500 gl	<b>CryoBlend 80-20 Sodium chloride brine &amp; bio-polymer organic material. Contains no calcium or magnesium chlorides! (-10°F) <b>BREWERS INGREDIENTS</b> (request complete list)</b>	\$1.47/gl
4,500 gl	<b>InfernalMelt B/C – Blending Concentrate (mix Ingredient only)</b>	\$1.66/gl
4,500 gl	<b>Liquidow 32% Liquid Calcium Chloride (-17 F) (add an addition \$0.05 per gallon for corrosion inhibitor)</b>	\$0.595/gal

**JUST ADD BRINE**

4,500 gl	80-10-10 (Salt brine –Brown Organic Polymer – CaCl) ~ (-0°F)	\$1.33/gl
4,500 gl	80-10-10 (Salt brine –Brown Organic Polymer – CaCl) ~ (-3°F)	\$1.36/gl
4,500 gl	80-10-10 (Salt brine –Brown Organic Polymer – CaCl) ~ (-7°F)	\$1.39/gl

**Also available the following for blending operations**

Defoamer – Biocides – Storage Tanks – Pre-Wet Dispensing System

<b>Note</b> Fuel surcharge may apply
<b>Important</b> Prices in effect at time of delivery and subject to availability, unless such time is extended in writing. Quantities shown above are not guaranteed.

\_\_\_\_\_  
Steve Adler



**AGENDA MEMO**  
**Municipal Services Committee**  
**October 25, 2021**

**ISSUE STATEMENT**

A [resolution](#) authorizing the purchase of Winter Sentry, the deicing/anti-icing chemical product, from Harmony Deicing, in an amount not to exceed \$4,500 (4,500 gallons x \$1.00/gallon).

**BACKGROUND/HISTORY**

Included within the FY21/22 Budget are supplies as it relates to the enhancement of deicing roadways within the City. The deicing program was initiated in 2018 and will be in its 4th year of use. There are two distinct snow and ice control strategies that make use of chemical freezing-point effective: deicing and anti-icing. Deicing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize salt usage, and reduce the potential for impact on properties.

The proposed product is a new product for the Department and has similar characteristics of the ThermaPoint R product. The Department will be evaluating the product and comparing it to the ThermaPoint R. The Winter Sentry would also be a backup product should the ThermaPoint R be unavailable due to supply and demand. As ThermaPoint R, Harmony Deicing is the sole manufacturer of Winter Sentry liquid deicer in the United States, see [Attachment A](#). The cost of the product is \$0.14 less than ThermaPoint R.

VENDOR	PRODUCT	COST PER GALLON
<b>Harmony Deicing</b>	<b>Winter Sentry</b>	<b>*\$1.00</b>

The Winter Sentry product would be utilized for the deicing and anti-icing operations. Based on an average winter of 21-25 snow frequencies. Upon review the City would require would require approximately 4,500 gallons of the Winter Sentry product. The characteristics and benefits for the Winter Sentry are:

- a. Red to Orange with Mild Odor
- b. Freeze Point of -15 degrees
- c. Decrease Rock Salt Usage
- d. Semi-Environmentally Sensitive Enhancement

The total cost would be an amount not to exceed \$4,500 (4,500 gallons x \$1.00/gallon) for Winter Sentry from Harmony Deicing,

The FY21/22 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY21/22 BUDGET	EXPENDITURE	BALANCE
01-30-4257	Operating Supplies- <b>*ThermaPoint R</b>	\$32,000	\$10,500	\$21,500
01-30-4257	Operating Supplies- Winter Sentry		\$4,500	\$17,000

**\*ThermaPoint R presented under a previous agenda memo at Municipal Services Committee Meeting, October 25, 2021**

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution accepting a proposal from Harmony Deicing for the purchase of Winter Sentry.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 1, 2021 City Council agenda for formal consideration.



MEMO



# HARMONEY DEICING

October 21, 2021

City of Darien

Atten: David Fell

Thank you for the opportunity to quote our Winter Sentry liquid deicer (Headwaters Hot and Salt Brine Blend) for your winter deicing needs. Harmoney Deicing Products, Inc is the sole source supplier of Headwaters Hot in North America and the sole source supplier for Winter Sentry Blend in United States.

Thank you for the opportunity,

*Chris Molloy*

Chris Molloy

President

630-621-7473

chrism@harmoneydeicing.com

1605 Dundee Ave, Unit F Elgin, IL. 630-621-7473

[www.harmoneydeicing.com](http://www.harmoneydeicing.com)

Headwaters Hot blended with 23% salt brine creates Winter Sentry Extreme. This RTU blend provides superior melting power to -15 F while still disrupting the bond of snow/ice from the road surface. Extreme RTU is anticipated to melt 18% more ice than brine alone in the first 20 minutes after applying at 15°F. This melting power allows snowfighters to apply Extreme at lower working temperatures or at lower application rates.

This deicing innovation bundles a concentration of calcium chloride with a biobased, biodegradable and clean inhibitor. Winter Sentry Extreme reduces corrosion by more than 70% and is Clear Roads (PNS) Approved Qualified Products List, Category A-3



## Property Characteristics

Appearance	Clear
Freeze Point	-15° F
Specific Gravity	1.34
pH	7.0 – 8.5 Complete
Water Miscibility	

## Applications

- Pre-Wetting
- Anti-Icing
- Deicing

## Benefits

- Reduces the Number of Applications
- Reduces Quantity Used
- Prevents Ice and Snow Adhesion, Making Removal Easier
- Eco-Friendly
- Less Corrosive to Equipment and Highway Infrastructure
- Reduces Bounce and Scatter

Winter Sentry Extreme can be used for anti-icing (pre-treating roads), deicing or pre-wetting salt in the truck or at the spinner.

## Anti-Icing

- Apply initially at 30-40 gallons per lane mile
- Apply when pavement temperatures are at or below 32 degrees F
- Straight stream nozzles

## Benefits

- Prevents snow and ice from bonding to the pavement, allowing for easier removal
- Lowers maintenance cost by reducing the amount of applications and quantities needed
- Freeze point to -15F

## Deicing

- Apply initially at 60-80 gallons per lane mile depending upon the accumulation, adjusting the amount as needed to meet local conditions
- Apply using stream nozzles
- Allow to penetrate the accumulation of snow/ice, then remove as usual

## Benefits

- Eats through hard-pack conditions when spread along the pavement
- Breaks the bond between the pavement and snow/ice allowing for easier removal
- Faster burn off of snow/ice buildup

## Pre-Wetting

- Apply at 5 gallons per ton of salt at the spinner
- Adjust amount as needed to meet local conditions

## Benefits

- The blend enhances the de-icing performance of the dry salt
- Creates a "Hot Load" accelerating the melting process
- Reduces bounce and scatter losses by 4%
- Uses less salt and achieves the same results



# HEADWATERS® HOT

## HEAT UP YOUR BRINE WITH THE HOTTEST NEW ADDITIVE INNOVATION



We combined the corrosion protection of our proprietary, clean, bio-based and biodegradable inhibitor with the melting power of highly concentrated calcium chloride to create the ideal new ultra-efficient salt brine performance enhancer—remaking the salt brine market as we know it.

With a class-leading addition rate of 19% by volume, Headwaters® HOT turns straight brine into "HOT Brine" a high-power, clean, and environmentally friendly deicer, while maintaining the unbeatable cost-effectiveness of salt brine.

Headwaters® HOT provides the perfect solution to any State DOT, Municipal, or Commercial Brine Deicing Operation across the country.

### HOW HEADWATERS® HOT ENHANCED BRINE MELTS THE STATUS QUO

- Use up to 30% less enhanced brine to achieve the same results as straight brine
- Decrease run-off and leave longer lasting residual product that sticks to the road, increasing friction, and reducing the need for re-application
- Extend the working temperature range of brine, melting 57% more ice at 0°F than straight brine
- Headwaters® HOT is colorless, odorless, clean, natural and consistent
  - Unlike by-product and beet juice alternatives, it will never clog your nozzles.
- Reduces Corrosion by more than 70% compared to straight brine—protecting your vehicles, equipment and infrastructure, without sacrificing melting performance.
- Environmentally friendly bio-based inhibitor, devoid of harmful contaminants
  - Extremely low Bio Oxygen Demand (BOD) and environmental impact
  - Reduce the total amount of chloride added to the environment through decreased brine volume use
- Available nationwide in railcars, bulk tankers, and 275-Gallon Totes

### WHAT USERS ARE SAYING

Jordan Smith (VSI Innovation) – "We have been using Headwaters HOT for two seasons now and have been incredibly pleased. We have tested almost major every product out there, Beet Heat®, IBG Magic®, Road Guard 8®, Heat Wave®, Beet 55®, Fusion®, APEX C®, APEX M®, and AMP®+ but Headwaters® HOT is our go-to solution. Unlike the Beet, Sugar and Molasses based products that can sink and track into buildings, Headwaters® HOT is colorless, odorless, and doesn't require agitation. We also prefer the calcium chloride-based Headwaters® HOT over Envirotech's magnesium chloride-based AMP® because magnesium chloride is more likely to fall out of the solution when mixed with brine in cold temps as well as having a lower melting capacity than calcium chloride. Headwaters® HOT is a product that will truly thrive!"



Please Contact Your Authorized Headwaters® HOT Distributor for more information:



**HARMONEY DEICING**

Chris Molloy: (630) 621-7473  
 chris@harmoneydeicing.com



## BETTER YOUR BRINE

Introducing an Inhibiting Performance Enhancer  
*distributed by Harmony Deicing Products*



**HEADWATERS**

**HOT**



- What is the additive? Calcium and other chlorides bundled with clean, biobased inhibitor
- Increase melting power
  - Improve brine melting capacity by 18% or more (first 20 mins at 15°F)\*
  - Extend the working temperature range of brine
- Count on corrosion protection
  - Reduces corrosion by 70%+
  - Low BOD & devoid of harmful contaminants
  - Brilliant orange tint for application visibility

*\*Source: Modified SHRP from Akin & Shi, Development of Standardized Test Procedures for Evaluating Deicing Chemicals, 2009*

HEADWATERS HOT: PERFORMANCE & PROTECTION

December 2009





- **Finished brine concentration:** 5.7% calcium chloride, 18.2% sodium chloride
- **Predicted Ice Melting Capacity:** 1.3 mL liquid/g deicer at 15°F in 20 minutes
- **Corrosion Rate of finished brine:** <30% (exact value TBD)
  
- **Increased melting capacity** of brine treated with *Headwaters*® Hot may enable:
  - » **Deicing** with faster burn-off of residual ice
  - » **Anti-icing** at reduced material usage
  - » **Pre-wetting** salt for accelerated melting power
  
- **Additional Benefits** of products inhibited with *Headwaters* products
  - » *3X Return-on-Investment*
  - » By reducing corrosion to vehicles, equipment & highway infrastructure

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## PERFORMANCE PROPERTIES

December 2018





- **Appearance:** Red to Brilliant Orange
- **Density:** 1.34 g/mL at 68°F; 11.2 lbs/gal; 179 gal/ton
- **pH:** 7.0 – 8.5
- **Freeze Point:** <0°F
- **Addition Rate:** 20% (volume/volume)
- **Uses:** Deicing, anti-icing (pretreating roads), pre-wetting solids

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## HANDLING PROPERTIES & USAGE

December 2019







## • State DOT Brine Inhibitor Contracts

- » **Montana DOT:** 2011-2015 consuming up to 190,000 gals of *Headwaters*® 18F Inhibitor each winter
- » **Colorado DOT:** 2015 consuming 32,000 gals of *Headwaters*® 10F Inhibitor; will trial *Headwaters* Hot 2015

## • Supply Locations

- » Chicago, IL
- » Milwaukee, WI
- » Ohio
- » Missoula, MT

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RIVERTOP HISTORY IN DEICING MARKET

December 2019



# HEADWATERS DEICING

Distributed by *Harmony Deicing Products*

More info: [harmonydeicing.com](http://harmonydeicing.com)



**HEADWATERS®**

**HOT**



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

**A RESOLUTION AUTHORIZING THE PURCHASE OF WINTER SENTRY, THE DEICING/ANTI-ICING CHEMICAL PRODUCT, FROM HARMONEY DEICING, IN AN AMOUNT NOT TO EXCEED \$4,500 (4,500 GALLONS at \$1.00/GALLON)**

**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 purchase of Winter Sentry, the deicing/anti-icing chemical product, from Harmoney Deicing, in an amount not to exceed \$4,500 (4,500 gallons at \$1.00/gallon), a copy of which is 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 1<sup>st</sup> day of November, 2021.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of November, 2021.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM

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



**Kris Throm**

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**From:** David Fell  
**Sent:** Wednesday, October 6, 2021 7:25 AM  
**To:** Kris Throm  
**Subject:** FW: Headwaters Hot with Brine  
**Attachments:** Headwaters HOT\_PDS\_July\_2021.pdf; Headwaters HOT\_SDS\_2021.pdf; Headwaters HOT\_Flyer\_July\_2021.pdf; Beet vs Headwaters Hot.pdf; Winter Sentry Extreme 2020.pdf; Headwaters HOT\_Harmony Deicing.pdf

Please review and let me know what you think.

**From:** Chris Molloy <chrism@harmonydeicing.com>  
**Sent:** Monday, October 4, 2021 8:00 AM  
**To:** David Fell <dfell@darieil.gov>  
**Subject:** Headwaters Hot with Brine

Hey David,

Thank you for calling regarding the GVM and the opportunity to discuss our Headwaters Hot Brine Blends. Our product line is based on the technology of Headwaters corrosion inhibitors. Headwaters 10 F & 18F have been in wide use in the pacific northwest into Montana, Wyoming and Colorado with state, county and city DOT groups as a corrosion inhibitor with an average of 4%-8% addition rate. Headwaters is listed on the QPL with the Pacific Northwest SnowFighters groups. Headwaters is not based on beet juice, corn or any other agricultural by-product, but created from products in nature that prevent freezing. The end result is a clear, clean, easy flowing additive.

Headwaters Hot is our salt brine enhancer that is having tremendous success around the Midwest. We have combined the corrosion properties of Headwaters, bundled it with a high concentration of calcium chloride along with our enhancer. The end product is an odorless, non-tracking additive that will not clog your nozzles. Hot was designed to increase the melting power of salt brine, lower the freeze point along with providing corrosion protection. When Hot is added to brine, the blend has a 70% reduction in corrosion passing PNS QPL Cat A3 (July 2021). Category A 3 requires a 70% corrosion reduction in the final blend ( salt brine and additive) compared to other inhibited calcium or magnesium products where the calcium/magnesium is inhibited but once blended with salt brine there is no additional corrosion protection for the brine.

Hot has outperformed other products in the deep cold of the upper Midwest (Dakota's and Minnesota) to outlasting sleet storms in St. Louis, MO. The PNS addition rate is 19% at 35 gallons per acre, but some snowfighters adjust the rates per the weather, traffic and storm conditions. Headwaters Hot will lower the freezing point to around -20F but I have to advise that any deicing at below zero temperatures is a beast you may want to proceed with caution towards.

Winter Sentry is our ready to use blend (Headwaters Hot with salt brine at 19% addition rate). Winter Sentry would be used for anti icing, deicing and can be used in a prewet system for spraying salt at the spinner.

We can do Winter Sentry (RTU) tanker loads 4,000 - 4,500 gallons +/- "all in" to you at \$1.00 a gallon. I would also provide, at no charge, 1 275 gallon tote of Headwaters Hot blended for a stockpile treatment test. The liquid is Headwaters Hot with a slight change to increase tackiness to bond to the salt. The performance of this liquid will match the treated salt such as Clearlane, Thawrox or Slicer.

I have attached our sales/spec sheets for your review.

If you have any questions please feel free to call or email

Thank you!!

**Chris Molloy**  
**630-621-7473**



**Harmony Deicing Products**

**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE MEETING  
September 27, 2021**

**PRESENT:** Alderman Thomas Belczak -Chairman, Alderman Eric Gustafson, Alderman Joseph Kenny, Dan Gombac – Director

**ABSENT:** None

**ESTABLISH QUORUM**

Chairperson Thomas Belczak called the meeting to order at 7:04 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

**NEW BUSINESS**

**A. Resolution – Accepting a proposal from ADS LLC d.b.a. ADS Environmental Services for the 2021 Water Leak Survey, in amount not to exceed \$12,019.80.**

Mr. Dan Gombac, Director reported that the FY 21/22 Budget includes \$14,500.00 for the Water Leak Survey Program. He reported that the leak survey program consists of surveying 473,616 lineal feet (89.7 lineal miles) of water main and the pinpointing of leaks found in the system. Mr. Gombac reported that last year 5 leaks were found. He reported that staff solicited for competitive quotes and received five with the lowest responsive quote from ADS LLC d.b.a ADS Environmental Services.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from ADS LLC d.b.a. ADS Environmental Services for the 2021 Water Leak Survey, in amount not to exceed \$12,019.80.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**B. Resolution - Authorizing the purchase one new Challenger vehicle lift from LIFTNOW Automotive Equipment Corp., in an amount not to exceed \$52,917.80.**

Mr. Dan Gombac, Director reported that staff recommends replacement of the maintenance shop vehicle lift the mechanic uses to perform upkeep on Municipal Services and Police Vehicles. He reported that the existing unit is close to 40 years old and has become difficult to secure vehicles due to fading hydraulic mechanisms. He further reported that the new unit has a greater lift capacity making it versatile for more of our fleet and the increased safety lockout with remote operation and battery backup. Mr. Gombac reported that the vehicle lift will be purchased from LIFTNOW Automotive Equipment Corp., through the Sourcewell Purchasing Cooperative.

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

**Alderman Gustafson made a motion, and it was seconded by Alderman Kenny approval of a Resolution authorizing the purchase one new Challenger vehicle lift from LIFTNOW Automotive Equipment Corp., in an amount not to exceed \$52,917.80.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**C. Resolution – Accepting a proposal from EJ Equipment for a lease agreement of a vactor truck for hydro excavation at various locations throughout the City for buffalo box repairs during the meter replacement program, at the proposed unit price and not to exceed \$72,000.**

Mr. Dan Gombac, Director reported that staff is in the process of preparing for an upcoming City-wide meter replacement program and that part of preventative maintenance is the buffalo box (water shutoff) located at the street/property line. He reported that the proposed method of jet vacuuming is a less destructive method than traditional excavation and that the vacuum system allows staff to create a 12-inch diameter hole at the b-box location and remove and replace the b-box. He further reported that the traditional method has been excavating with a backhoe and which requires a larger excavation, spoils and restoration.

Mr. Gombac reported that the proposed vactor truck will provide savings through eliminating or reducing excavated spoils, backfill material, hauling, dump expenses and restoration.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from EJ Equipment for a lease agreement of a vactor truck for hydro excavation at various locations throughout the City for buffalo box repairs during the meter replacement program, at the proposed unit price and not to exceed \$72,000.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

**D. Resolution – Authorizing the Mayor to accept a proposal from Baxter and Woodman Natural Resources, LLC (BWNR) for the native planting materials, installation and a three-year monitoring period as related to the lawn conversion to Native Plantings at the southeast quadrant of 74th Street and Elm Street in an amount not to exceed \$23,470.**

Mr. Dan Gombac, Director reported that the City collects storm water fees during new construction and right of way work where Best Management Practices (BMPs) would be difficult to create on a site. He reported that BMPs are structural, vegetative or managerial practices used to treat, prevent or reduce water pollution and that the proposed project will create a quadrant within the Elm and 74th Street basin with plantings allowing storm water to be filtered through the plantings and soils prior to flowing downstream.



Mr. Gombac reported that the funds on file may only be used for water quality projects such as the proposed and that the City has a period of 10 years to utilize the funds . He reported that the native planting area will take three years to be fully flourished and that there will be ongoing maintenance such as burns, over seeding and invasive species monitoring and removal.

Mr. Gombac reported that the annual cost for the maintenance is estimated at \$1,000 and that staff will include the maintenance for the 2022 budget. He reported that the proposal from CBBEL includes a three-year monitoring program.

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

**Alderman Gustafson made a motion, and it was seconded by Alderman Kenny approval of a Resolution authorizing the mayor to accept a proposal from Baxter and Woodman Natural Resources, LLC (BWNR) for the native planting materials, installation and a three-year monitoring period as related to the lawn conversion to Native Plantings at the southeast quadrant of 74th Street and Elm Street in an amount not to exceed \$23,470.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

#### **E. Minutes – August 23, 2021 Municipal Services Committee**

**Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of the August 23, 2021 Municipal Services Committee Meeting Minutes.**

**Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.**

#### **DIRECTOR'S REPORT**

Mr. Dan Gombac, Director provided an update on the rear yard drainage program. He further reported on vehicle replacement for City Council new business to secure the vehicle which takes 6-9 months.

#### **NEXT SCHEDULED MEETING**

Chairperson Belczak announced that the next meeting is scheduled for Monday, October 25, 2021.

**ADJOURNMENT**

With no further business before the Committee, Alderman Kenny made a motion, and it was seconded by Alderman Gustafson to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 7:40 p.m.

RESPECTFULLY SUBMITTED:

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Thomas Belczak  
Chairman

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Eric Gustafson  
Alderman

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Joseph Kenny  
Alderman