

**AGENDA**  
**Municipal Services Committee**  
**March 23, 2015**  
**6:30 P.M. – Council Chambers**

1. **Call to Order & Roll Call**
  2. **Establishment of Quorum**
  3. **New Business**
    - a. **Ordinance – Wilmette Avenue and 69<sup>th</sup> Street** – regulating parking and traffic control regulations at the Wilmette Avenue and 69<sup>th</sup> Street intersection
    - b. **Andermann Lane-** Consideration of an Ordinance and Private Property Traffic Enforcement regulating parking on Andermann Lane.
    - c. **Resolution-** Authorizing the Mayor to Execute a Contract Between the City of Darien and Muscat Painting and Decoration Inc for the 2015 Fire Hydrant Painting Phase 2 in an Amount Not to Exceed \$36,435.00
    - d. **Resolution-** Authorizing the Mayor to execute a contract with Rag’s Electric Company Inc. for the 2015/16 Street Light Maintenance Contract beginning May 1, 2015 through April 30, 2016
    - e. **Minutes** – January 26, 2015 Municipal Services Committee  
– February 23, 2015 Municipal Services Committee
  4. **Director’s Report**
  5. **Next scheduled meeting** – April 27, 2015
  6. **Adjournment**
-

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**MEETING DATE: March 23, 2015**

**Issue Statement**

**Wilmette Avenue and 69<sup>th</sup> Street:** Consideration of an Ordinance regulating parking and traffic control regulations at the Wilmette Avenue and 69<sup>th</sup> Street intersection

**General Information**

The City has received a complaint concerning traffic congestion at the Wilmette Avenue and 69<sup>th</sup> Street intersection related to parents dropping off/picking up their children from Mark DeLay Elementary School. Generally, parents are asked to line up along the north side of 69<sup>th</sup> Street east of Wilmette Avenue until the school guard indicates it is okay for vehicles to move forward to the pick-up area at the school.

The problem seems to be east bound traffic on 69<sup>th</sup> Street west of Wilmette Avenue. Several parents, in attempt to cut in line, park on the south side of 69<sup>th</sup> Street in order to make a left turn onto northbound Wilmette Avenue. There have been instances where vehicles nearly hit children and adults crossing Wilmette Avenue.

The Darien Police Department and the school principal have discussed options to address the problem. The Police Chief and the Director of Municipal Services have field reviewed the concerns and agree that an ordinance regarding parking and traffic regulations is necessary. In the short term, an officer will be sent to the location between 2:45 – 3:15 PM on school days.

The Police Department and Municipal Services Department recommend the following parking and traffic control regulations:

1. On both sides of 69<sup>th</sup> Street from Wilmette Avenue west 300 feet, on the south side of 69<sup>th</sup> Street from Wilmette Avenue east 300 feet, on both sides of Wilmette Avenue between 69<sup>th</sup> Street and Hinsbrook Avenue:

“NO PARKING, STANDING, STOPPING 2:30 PM – 3:30 PM ON SCHOOL DAYS  
ORD. NO. \_\_\_\_\_”

2. For east bound traffic on 69<sup>th</sup> Street at Wilmette Avenue:

“NO LEFT TURN BETWEEN 2:30 – 3:30 PM ON SCHOOL DAYS ORD. NO. \_\_\_\_\_”

A map is attached illustrating the above.

**Staff Findings/Recommendations**

Staff recommends the Committee make a recommendation approving the proposed parking and traffic regulations.

**Decision Mode**

Municipal Services Committee:      March 23, 2015





Wilmette and 69th: No Parking,  
No left Turn area highlighted

  
Map Produced Using the DuPage GIS  
For more Web Mapping Applications  
URL: <http://gis.dupage.org/MapServer>  
DuPage County  
Information Technology Department  
601 E. Madison  
401 K. County Park Rd.  
Westmont, IL 60177  
(708) 977-2000  
Email: [gis@dupage.org](mailto:gis@dupage.org)  
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**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**MEETING DATE: March 23, 2015**

**Issue Statement**

**Andermann Lane, Farmingdale Apartments:** Consideration of an Ordinance and Private Property Traffic Enforcement Agreement regulating parking on Andermann Lane.

**Background Information**

The City has received complaints regarding vehicles parked on the private portion of Andermann Lane on the Farmingdale Apartments property. The complaints come from residents along Somerset Lane whose properties back up to the apartment complex.

The Darien Police Department has determined that on average approximately 5 vehicles are parked on Andermann Lane overnight, with 61 observations of parked vehicles during a 13 day period in February. Of those 61 observations, 12 vehicles chronically parked there, with 9 of those vehicles being registered to an address outside the City of Darien, 3 vehicles were registered to an Andermann Lane address.

The Darien Police Department and Farmingdale Apartments determined that prohibiting parking on the private portion of Andermann Lane is the best solution. The Ordinance approves the Agreement, the Agreement authorizes the City to post NO PARKING signs and for the Police Department to enforce the parking regulation. The Ordinance and Agreement are attached.

A map is included in the Agreement, **Exhibit 1**.

**Staff Findings/Recommendations**

Staff recommends the Committee make a recommendation approving the proposed Ordinance and Private Property Traffic Enforcement Agreement regulating parking on Andermann Lane.

**Decision Mode**

Municipal Services Committee:      March 23, 2015

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

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

**AN ORDINANCE AUTHORIZING THE EXECUTION OF  
A CERTAIN PRIVATE PROPERTY TRAFFIC ENFORCEMENT AGREEMENT  
(FARMINGDALE APARTMENTS/ANDERMANN LANE)**

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

**THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2015**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this \_\_\_\_  
day of \_\_\_\_\_, 2015.**



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

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN  
PRIVATE PROPERTY TRAFFIC ENFORCEMENT AGREEMENT  
(FARMINGDALE APARTMENTS/ANDERMANN LANE)**

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

**SECTION 1: Authorization.** The Mayor and Clerk are hereby authorized and directed to execute and attest respectively a certain Private Property Traffic Enforcement Agreement (Farmingdale Apartments/Andermann Lane) substantially in the form of the Agreement attached hereto and made a part hereof.

**SECTION 2: Recordation.** The City Clerk is hereby authorized and directed to cause a certified copy of this Ordinance and a copy of the Agreement to be recorded in the Office of the DuPage County Recorder of Deeds. Upon recordation, a copy of the recorded documents shall be provided to the Owner of the Farmingdale Apartment Complex.

**SECTION 3: Enforcement.** The Police Department and Public Works Department are hereby authorized and directed to cause the erection of appropriate No Parking signage in order to enforce the restrictions set forth in the Agreement.

**SECTION 4: Home Rule Authority.** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state

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

law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PRIVATE PROPERTY TRAFFIC ENFORCEMENT AGREEMENT  
(FARMINGDALE APARTMENTS/ANDERMANN LANE)**

This Agreement is dated \_\_\_\_\_, 2015 by and between the City of Darien, DuPage County, Illinois (“City”) and Farmingdale-Oxford Associates Limited Partnership (“Owner”).

**RECITALS**

A. Owner is the owner of an apartment complex in Darien commonly known as Farmingdale Apartments (“Apartment Complex”).

B. There are a number of private streets and roadways within the Apartment Complex. One of those private streets is that portion of Andermann Lane immediately east of where the publicly dedicated area of Andermann Lane ends.

C. Pursuant to the City’s home rule authority as well as specific statutory authority set forth in 625 ILCS 5/11-209, the parties have the authority to contract for purposes of empowering the City to regulate the parking of automobiles within the Apartment Complex.

D. The parties have determined that it is reasonable and in the best interests of both the City and the residents of the Apartment Complex to prohibit parking on the private Andermann Lane as more specifically described below.

Accordingly, it is agreed between the City and Owner as follows:

**Section 1. Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated as if set forth fully herein.

**Section 2. Authorization.** Owner hereby authorizes and empowers the City as follows:

A. To prohibit the parking of any vehicles on that area of private Andermann Lane identified on **Exhibit 1** attached hereto and made a part hereof.



B. To erect appropriate No Parking signage along the designated Andermann Lane area in locations approved by Owner.

C. To issue citations for violation of the no-parking restriction provided for in this Agreement.

**Section 3. Term.** This Agreement shall run for a term of twenty (20) years. Either party may terminate this Agreement upon sixty (60) days' notice to the other side.

**Section 4. Recordation; Effective Date.**

A. The City shall cause this Agreement to be recorded in the Office of the DuPage County Recorder of Deeds. For purposes of recordation, the legal description of the Apartment Complex is attached hereto as **Exhibit 2**.

B. The regulation provided for by this Agreement shall go into effect three (3) days after this Agreement is so recorded. The City will promptly notify Owner of the recordation and provide Owner with a copy of the recorded Agreement.

C. Upon termination of this Agreement for any reason, the City and Owner shall execute and record in the Office of the DuPage County Recorder of Deeds an instrument evidencing such termination.

CITY OF DARIEN

FARMINGDALE-OXFORD  
ASSOCIATES LIMITED PARTNERSHIP

By: OP Property Management, LP, its  
authorized representative

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

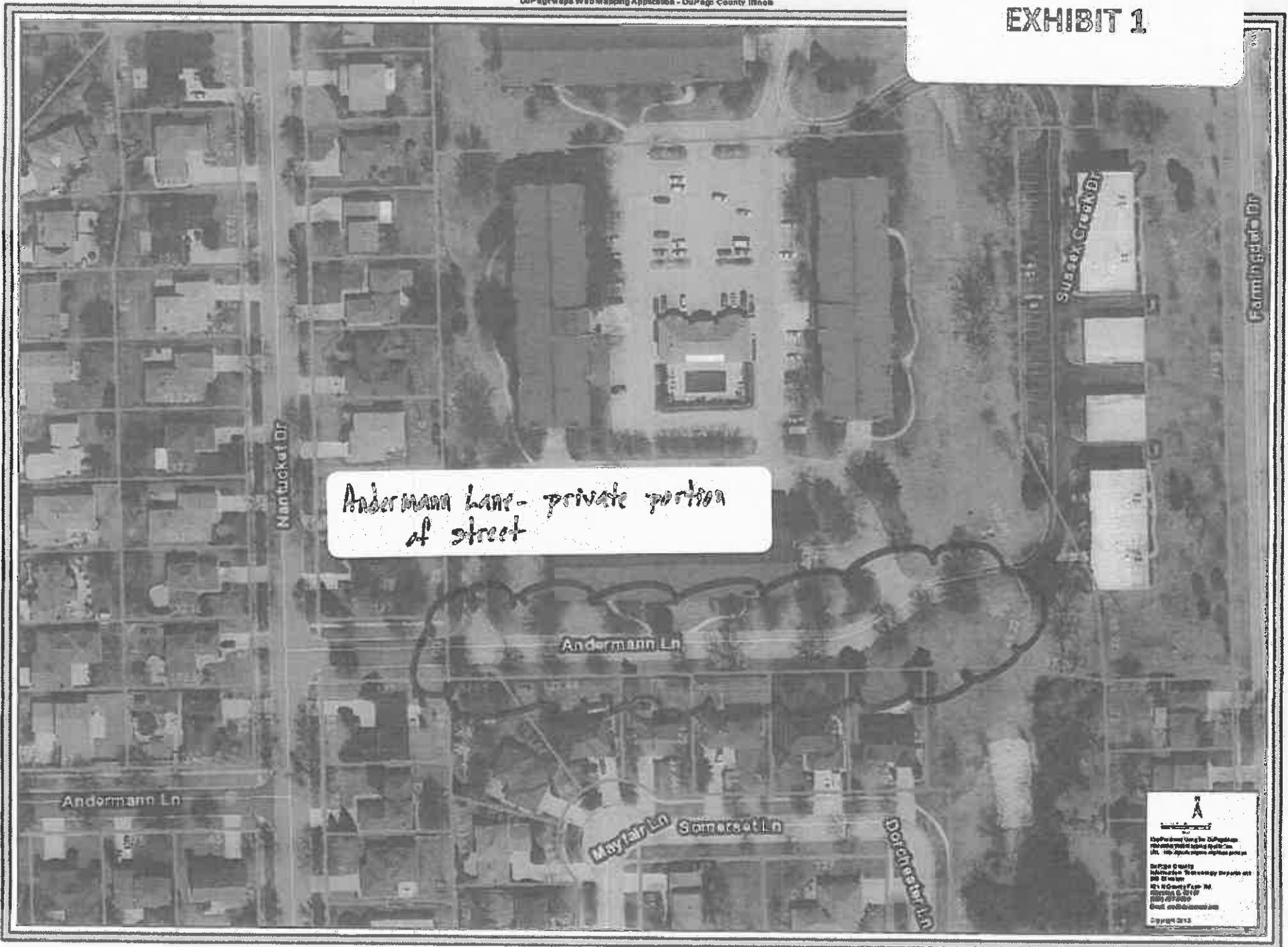
By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT 1



Andormann Lane - private portion  
of street

  
DuPage County  
The Primary User for DuPageMaps  
is the Public Information System  
Unit, with a focus on public access.  
DuPage County  
Information Services Department  
200 S. Main  
DuPage County, IL 60115  
630.232.2000  
www.dupagecounty.org  
Copyright 2012

## EXHIBIT 2

PARCEL 1: THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT ON THE SOUTH LINE OF 75<sup>TH</sup> STREET WHICH IS 680.00 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER (SAID POINT BEING ON THE EAST LINE OF FARMINGDALE DRIVE, AS DEDICATED IN THE PLAT OF GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 1, RECORDED AS DOCUMENT R71-20341), AND RUNNING THENCE NORTH 89 DEGREES 49 MINUTES 27 SECONDS EAST 392.48 FEET TO A POINT WHICH IS 50.00 FEET EAST OF THE WEST LINE OF THE EAST 300.00 FEET OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID WEST HALF 206.70 FEET; THENCE SOUTH 30 DEGREES 05 MINUTES 30 SECONDS EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST PARALLEL WITH SAID EAST LINE OF WEST HALF 206.70 FEET TO A NORTH LINE OF SAID FARMINGDALE TERRACE UNIT NO. 1; THENCE SOUTH 89 DEGREES 49 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE 262.00 FEET TO THE NORTHEAST CORNER OF LOT 68 OF SAID UNIT NO. 1; THENCE SOUTH 70 DEGREES 17 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 68, 106.35 FEET TO THE EAST LINE OF FARMINGDALE DRIVE; THENCE NORTHERLY ALONG SAID EASTERLY LINE, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 1636.78 FEET, AN ARC DISTANCE OF 512.26 FEET (THE LONG CHORD BEING NORTH 09 DEGREES 08 MINUTES 31 SECONDS WEST 510.18 FEET) TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS WEST ALONG THE TANGENT TO SAID CURVE, BEING THE EAST LINE OF FARMINGDALE DRIVE 31.61 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOTS 1 AND 2 OF GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 15 (A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT R79-78880) DESCRIBED BY BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE NORTH 00 DEGREES 06 MINUTES 45 SECONDS WEST ON THE WEST LINE THEREOF, 806.00 FEET TO THE NORTHWEST CORNER OF SAID LOT, SAID CORNER BEING ON THE SOUTHERLY LINE OF WALNUT DRIVE; THENCE EASTERLY AND NORTHEASTERLY ON SAID SOUTHERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 22 DEGREES 43 MINUTES 47 SECONDS EAST ON THE EASTERLY LINE OF SAID LOT, 291.61 FEET TO AN ANGLE POINT IN SAID LINE, SAID POINT BEING THE NORTHWEST CORNER OF LOT 5 OF GALLAGHER AND HENRY'S FARMINGDALE UNIT NO. 1 (A SUBDIVISION RECORDED AS DOCUMENT R71-20341); THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ON THE WEST LINE OF SAID LOT 5, A DISTANCE OF 64.86 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 01 DEGREE 31 MINUTES 25 SECONDS EAST, 80.02 FEET TO THE NORTH LINE OF LOT 3 OF SAID UNIT 15;

THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ON SAID NORTH LINE, 84.93 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ON SAID WEST LINE, 321.59 FEET TO A CORNER OF SAID LOT 3; THENCE SOUTH 25 DEGREES 38 MINUTES 26 SECONDS EAST ON THE SOUTHWESTERLY LINE OF SAID LOT, 179.22 FEET TO THE SOUTH LINE THEREOF; THENCE SOUTH 03 DEGREES 56 MINUTES 10 SECONDS EAST, 98.22 FEET TO THE NORTHWEST CORNER OF LOT 6 OF SAID UNIT NO. 1; THENCE NORTH 80 DEGREES 02 MINUTES 55 SECONDS WEST ON THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 97.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 53 MINUTES 15 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 580.12 FEET TO THE POINT OF BEGINNING.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 2 CREATED BY A GRANT CONTAINED IN A DEED DATED MAY 3, 1982 AND RECORDED JUNE 4, 1982 AS DOCUMENT R82-22744 FROM HERITAGE STANDARD BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 2, 1979 AND KNOWN AS TRUST NUMBER 6292 TO FARMINGDALE-OXFORD ASSOCIATES, AN ILLINOIS PARTNERSHIP, FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC PURSUANT TO THE TERMS OF AN AGREEMENT DATED MARCH 9, 1982 AND RECORDED MARCH 16, 1982 AS DOCUMENT R82-10092 MADE BY AND AMONG ROBERT E. GALLAGHER AND OTHERS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF FARMINGDALE TERRACE CONDOMINIUM UNIT NO. FOUR, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 2 AND ALL OF LOT 3 IN GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 15 (A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27 TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT R79-78880) DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3 AND RUNNING THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE THEREOF, 84.93 FEET TO A CORNER THEREOF; THENCE NORTH 01 DEGREE 31 MINUTES 25 SECONDS WEST, 80.02 FEET TO THE SOUTHWEST CORNER OF LOT 5 OF GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 1 (A SUBDIVISION RECORDED AS DOCUMENT R71-20341), SAID CORNER BEING ALSO A CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 129.07 FEET TO THE WEST LINE OF FARMINGDALE DRIVE AND THE EASTERNMOST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ALONG SAID EAST LINE, 653.17 FEET TO THE NORTH LINE OF LOT 6 OF SAID UNIT NO. 1 AND A SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 54 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE 132.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE 03 DEGREES 56 MINUTES 10 SECONDS EAST 98.22 FEET TO A SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 25 DEGREES 38 MINUTES 26 SECONDS WEST



ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 170.22 FEET TO THE WESTERNMOST LINE OF SAID LOT 3; THENCE NORTH 00 DEGREES 05 MINUTES 30 SECONDS WEST ALONG SAID LINE, 321.59 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS, RECORDED AS DOCUMENT R80-26045, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 35.00 FEET IN WIDTH ACROSS LOT 3 OF GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 15 (A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT R79-78880), THE EASTERLY LINE OF SAID STRIP BEING DESCRIBED BY BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERNMOST LINE OF SAID LOT 3 WITH THE EASTERLY LINE OF THE NORTHERLY EASEMENT DESCRIBED IN DOCUMENT R80-26043 (SAID POINT BEING 54.5 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 3) AND RUNNING THENCE SOUTH 00 DEGREES 05 MINUTES 30 SECONDS EAST ON THE EXTENSION OF THE EAST LINE OF SAID EASEMENT 395.176 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ON A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, AN ARC DISTANCE OF 29.70 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 3 WHICH IS 56.50 FEET NORTHWESTERLY FROM THE SOUTHWEST CORNER THEREOF (SAID POINT BEING ON THE SOUTHEASTERLY LINE OF THE SOUTHERLY EASEMENT GRANTED BY SAID DOCUMENT R80-26043) FOR THE PLACE OF TERMINATION OF SAID EASTERLY LINE, IN DUPAGE COUNTY, ILLINOIS.



**AGENDA MEMO**  
**Municipal Services Committee**  
**March 23, 2015**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to execute a contract between the City of Darien and DMD Construction for the 2015 Fire Hydrant Painting-Final Contract Extension in an amount not to exceed \$33,859.

**BACKGROUND**

The FY15/16 Budget includes funding for the sandblasting, priming and painting of approximately 470 of the 1,430 fire hydrants the City owns and operates. This program is considered the final extension of a 3 year program. A contingency for up to 20 additional fire hydrants has been added to include any additional hydrants that may be identified.

Staff held a bid opening on June 11, 2013, see Attachment A, and on July 15, 2013 the City Council approved a contract with **DMD Construction, Inc.** in the amount of \$35,520.00 for the **2013 Fire Hydrant Painting Phase 1**. The contract also called out for two optional extensions for the sandblasting, priming and painting of 480 fire hydrants in 2014, Phase 2 and the remaining 470 fire hydrants in 2015, Phase 3. The lowest responsive bidder for Phase 2 was **Muscat Painting and Decorating** and was the awarded vendor for 2014. The vendor was terminated for lack of performance and DMD Construction had agreed to match the unit pricing provided by Muscat Painting and Decorating to complete the remaining hydrants that were scheduled for 2014.

The lowest responsive bidder for the final contact extension is Muscat Painting and Decorating and is attached as Attachment A. Due to past performance, City Staff is requesting to award the contract to DMD Construction. DMD Construction has agreed to match the unit prices as proposed by Muscat Painting and Decorating. See e-mail labeled as Attachment B.

The proposed expenditure would be funded from the following account:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 15/16 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
12-51-4818	FIRE HYDRANT PAINTING	\$35,000	\$32,477.00	\$2,523.00
12-51-4818	FIRE HYDRANT PAINTING-CONTINGENCY		\$ 1,382.00	\$1,141.00
<b>TOTAL</b>			<b>\$33,859.00</b>	<b>\$1,141.00</b>

**STAFF RECOMMENDATION**

Staff recommends approval of the proposed contract with DMD Construction for the 2015 Fire Hydrant Painting-Final Contract Extension in an amount not to exceed \$33,859.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the April 6, 2015 City Council agenda for formal approval.

CITY OF DARIEN PUBLIC WORKS  
 1702 PLAINFIELD ROAD  
 DARIEN, IL 60561

QUOTE REQUEST: 2013 Fire Hydrant Painting
OPENING DATE/TIME: June 11, 2013 @ 10:30 a.m.
REVISED 03/16/2015

				Contract Extension 1		Contract Extension 1		Final Contract Extension 2				
		Muscat Painting & Decorating		Muscat Painting & Decorating		Muscat Painting & Decorating		Muscat Painting & Decorating				
		2013		2014		2014		2015				
ITEM	DESCRIPTION	UNITS	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST		
1	Sandblasting & Prep Work	480	\$ 37.34	\$ 17,923.20	\$ 35.47	\$ 17,025.60	\$ 35.47	\$ 17,025.60				
2	Painting of Hydrants	480	\$ 39.43	\$ 18,926.40	\$ 37.40	\$ 17,952.00	\$ 37.40	\$ 17,952.00				
1	Sandblasting & Prep Work	470		\$ -		\$ -		\$ -	\$ 33.61	\$ 15,796.70		
2	Painting of Hydrants	470						\$ -	\$ 35.49	\$ 16,680.30		
	Subtotal				\$ 72.87	\$ 34,977.60	\$ 72.87	\$ 34,977.60	\$ 69.10	\$ 32,477.00		
1	Contingency	20			\$ 72.87	\$ 1,457.40	\$ 72.87	\$ 1,457.40	\$ 69.10	\$ 1,382.00		
	Totals		\$ 76.77	\$ 36,849.60	\$ 72.87	\$ 36,435.00	\$ 72.87	\$ 36,435.00	\$ 69.10	\$ 33,859.00		
				Contract Extension 1		Contract Extension 1		Final Contract Extension 2		Final Contract Extension 2		
		DMD Construction		DMD Construction		DMD Construction		DMD Construction		DMD Construction		
		\$ 2,013.00		\$ 2,014.00		\$ 2,014.00		\$ 2,015.00		\$ 2,015.00		
ITEM	DESCRIPTION	UNITS	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
1	Sandblasting & Prep Work	480	\$ 40.00	\$ 19,200.00	\$ 41.00	\$ 19,680.00	\$ 35.47	\$ 17,025.60				
2	Painting of Hydrants	480	\$ 34.00	\$ 16,320.00	\$ 35.00	\$ 16,800.00	\$ 37.40	\$ 17,952.00				
1	Sandblasting & Prep Work	470		\$ -		\$ -		\$ -	\$ 42.00	\$ 19,740.00	\$ 33.61	\$ 15,796.70
2	Painting of Hydrants	470						\$ -	\$ 36.00	\$ 16,920.00	\$ 35.49	\$ 16,680.30
	Subtotal					\$ 36,480.00	\$ 72.87	\$ 34,977.60		\$ 36,660.00	\$ 69.10	\$ 32,477.00
1	Contingency	20			\$ 76.00	\$ 1,520.00	\$ 72.87	\$ 1,457.40	\$ 78.00	\$ 1,560.00	\$ 69.10	\$ 1,382.00
	Totals		\$ 74.00	\$ 35,520.00	\$ 76.00	\$ 38,000.00	\$ 72.87	\$ 36,435.00	\$ 78.00	\$ 38,220.00	\$ 69.10	\$ 33,859.00

**Peggy Patino**

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**From:** Dan Gombac  
**Sent:** Wednesday, March 18, 2015 2:33 PM  
**To:** David Durrua  
**Cc:** Peggy Patino  
**Subject:** RE: Fire Hydrant Painting

For Agenda Memo back up

*Daniel Gombac*

*Director of Municipal Services*

*630-353-8106*

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***DARIEN DIRECT CONNECT***

Follow the link below and subscribing is simple!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

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**From:** David Durrua [mailto:dmdconsultantsinc@gmail.com]  
**Sent:** Wednesday, March 18, 2015 11:20 AM  
**To:** Dan Gombac  
**Subject:** Re: Fire Hydrant Painting

Dan sorry for the late response it all looks fine to me!

David Durrua

Sent from my iPhone

On Mar 16, 2015, at 3:05 PM, Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)> wrote:

Good afternoon Dave:

The City Staff is providing a recommendation to the Committee on March 23, 2015, to award the 2015 Fire Hydrant Painting to DMD Construction. Attached is a revised spreadsheet with the negotiated prices highlighted in yellow. Please review and acknowledge the pricing for 2015.

Also, please confirm the negotiated pricing for 2014.

We look forward to working with DMD again.

Sincerely,

*Daniel Gombac*

*Director of Municipal Services*  
630-353-8106

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

***DARIEN DIRECT CONNECT***

Follow the link below and subscribing is simple!

[http://www.darien.il.us/Departments/Administratio  
n/CityNews.html](http://www.darien.il.us/Departments/Administratio<br/>n/CityNews.html)

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**From:** Kris Throm  
**Sent:** Wednesday, February 18, 2015 11:48 AM  
**To:** Dan Gombac  
**Cc:** Dan Salvato  
**Subject:** FW: Fire Hydrant Painting

See below response from contractor

**Kris Throm**  
**City of Darien Municipal Services**  
Water Department Foreman  
(630) 514-3453

Please sign up for Darien Direct Connect Newsletter, the best way to receive  
current information for the community. Just click on this link and enter your e-  
mail address!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

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**From:** David Durrua [<mailto:dmdconsultantsinc@gmail.com>]  
**Sent:** Wednesday, February 18, 2015 11:24 AM  
**To:** Kris Throm  
**Subject:** Re: Fire Hydrant Painting

Kris our time is to come in on April 1 ( not fooling) and complete phase 2 by May 1 then into  
phase 3 completed by June 1 hope this works for you?

David Durrua  
Sent from my iPhone

On Feb 18, 2015, at 12:06 PM, Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)> wrote:

David,

Dan Gombac wanted me to check with you and see if we can get a temporary schedule  
from you for when you would be able to come in and start the hydrant painting. I do



understand that it would be weather pending but he would like to make sure that this scheduling can be done in the time frames indicated below. I believe that they are wanting the portion that did not get finished last year to be done before May 1<sup>st</sup> and then the remainder of the upcoming hydrants to be done after May 1<sup>st</sup>. Please advise at your earliest convenience.

Thanks,

**Kris Throm**  
**City of Darien Municipal Services**  
**Water Department Foreman**  
**(630) 514-3453**

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**From:** David Durrua [<mailto:dmdconsultantsinc@gmail.com>]

**Sent:** Tuesday, December 09, 2014 3:21 PM

**To:** Kris Throm

**Subject:** Re: Fire Hydrant Painting

Kris if I can come in in the spring when weather agrees I can do the remaining hydrants for 71.00 per hydrant  
That is the average between the 2 years please let me know as soon as you can as our schedule will fill up  
Thanks

David Durrua  
Sent from my iPhone

---

On Dec 9, 2014, at 2:35 PM, Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)> wrote:

David,

We are putting our budget together and Dan Gombac asked me to reach out to you regarding the hydrant painting for next spring/summer. We would like to use DMD for this project. We got final numbers from the vendor (Muscat Painting) and he completed 112 of the 480 budgeted hydrants. This would leave 368 hydrants from this year's cycle and 470 was the number remaining for next year's cycle to complete the project. I know in earlier emails below you stated you would be willing to meet this year's pricing of \$72.87 per hydrant. The price Muscat had submitted during original bid opening for next year's cycle was \$69.10. Would you be willing to meet that price as well? Please advise at your earliest convenience.

Thanks for your consideration,

**Kris Throm**  
**City of Darien Municipal Services**  
**Water Department Foreman**  
**(630) 514-3453**

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<http://www.darien.il.us/Departments/Administratio n/CityNews.html>

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**From:** Kris Throm  
**Sent:** Thursday, October 23, 2014 10:10 AM  
**To:** 'David Durrua'  
**Cc:** Dan Gombac; Dan Salvato  
**Subject:** RE: Fire Hydrant Painting

Ok thanks David. We will let you know.

---

**From:** David Durrua [<mailto:dmdconsultantsinc@gmail.com>]  
**Sent:** Thursday, October 23, 2014 9:00 AM  
**To:** Kris Throm  
**Cc:** Dan Gombac; Dan Salvato  
**Subject:** Re: Fire Hydrant Painting

Our target is April 1  
Keep in mind when we did your project we do 60-65 hydrants per day complete so if you have 800 left to do it would take 13-14 days  
Let me know if this is something you would like us to schedule in our work load  
David Durrua  
Sent from my iPhone

On Oct 23, 2014, at 9:47 AM, Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)> wrote:

David,

Thank you for the response and I understand the weather issues. Obviously, with Spring time weather temperatures will be again the issue. Do you have an anticipated date for when you will be coming up to DuPage County to blast and paint the other hydrants that you have to do?

Thanks,

Kris

---

**From:** David Durrua  
[mailto:dmdconsultantsinc@gmail.com]  
**Sent:** Thursday, October 23, 2014 8:27 AM  
**To:** Kris Throm  
**Cc:** Dan Gombac; Dan Salvato  
**Subject:** Re: Fire Hydrant Painting

Kris,

If you had caught me about a week sooner we would have been glad to step in. We de-mobilized on the day I received your email. Weather is the biggest issue for paint application. It needs to be above 50 degrees and below 85% humidity , at this time of year it makes for a very short work day. In the spring I will be back sandblasting and painting for 5 cities in DuPage county. I would be happy to schedule you before I get their project going. If your budget allows I can do this years and next years hydrants. I will match the price of \$72.87.

Thank you,  
David Durrua  
Sent from my iPhone

On Oct 23, 2014, at 9:10 AM, Kris Throm  
<kthrom@darienil.gov> wrote:

David,

I will be on vacation after today and for all of next week. I was just curious if you had a chance to consider coming in to finish this year's hydrant painting contract. Please let us know via email if this will be possible. I have copied Dan Gombac (Director) & Dan Salvato (Superintendent) on this email so if you could reply to all it would be greatly appreciated.

Thanks,

Kris Throm

---

**From:** Kris Throm  
**Sent:** Wednesday, October 15, 2014  
10:29 AM

**To:** [dmdconsultantsinc@gmail.com](mailto:dmdconsultantsinc@gmail.com)  
**Subject:** Fire Hydrant Painting  
**Importance:** High

David,

I hope everything is going well for you this year. The City of Darien is inquiring if you would be willing to come in and finish the Fire Hydrant Painting that was awarded this year of 480 hydrants. The awarded contractor has completed some work, but a majority of the work remains to be completed. I don't have an exact count of what he has done right now, but based off of what I am seeing I would think that he has maybe accomplished 100-125 blasted and painted hydrants. We would be asking if you would meet the contract price of \$72.87/hydrant (\$35.47 for sandblasting/prep work & \$37.40 painting of hydrants). We would be looking at having you come in as soon as possible, possibly the week of Oct. 27th if possible. Please let me know if this is something that you are interested in and what your availability would be for the earliest that you could come into town. This years section consists of several strip mall areas & residential. We would be able to provide maps, just like last year and I would be able to get you a solid number of hydrants that are left to complete in the next few days.

Also, Dan Gombac, my boss indicated that he had discussed with you the possibility of you painting a clock tower structure that is going to be installed in town. He was wondering if you were still interested in possibly doing this work and if it could be done in conjunction of you coming in to do the hydrants if you were going to do that.

Obviously, we are up against weather which is our main concern of getting the hydrant work completed before the end of the season.

Thanks for your consideration of this matter,

Kris Throm  
City of Darien  
Water Department Foreman

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the City of Darien sign up for our  
electronic newsletter:  
DARIEN DIRECT CONNECT  
Follow the link below and subscribing is  
simple!  
[http://www.darien.il.us/Departments/  
Administration/CityNews.html](http://www.darien.il.us/Departments/Administration/CityNews.html)

<Bid Results Fire Hydrant Painting for 2015 Negotiated.xls>



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF DARIEN AND DMD CONSTRUCTION INC, FOR THE 2015 FIRE HYDRANT PAINTING-FINAL CONTRACT EXTENSION IN AN AMOUNT NOT TO EXCEED \$33,859.00**

**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 execute a contract between the City of Darien and DMD Construction Inc, for the 2015 Fire Hydrant Painting-Final Contract in an amount of \$33,859.00, 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 6th day of April, 2015.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of April, 2015.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

## CITY OF DARIEN

## CONTRACT

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Darien (hereinafter referred to as the "CITY") and \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

**Unit Pricing for the 2013 City of Darien Fire Hydrant Painting-Phase 1 Project**

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the

CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Attn: Director of Municipal Services

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

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

Title: Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION III**

**BIDDER SUMMARY SHEET**

**2013 City of Darien Fire Hydrant Painting**

Firm Name: DMD Consultants Inc

Address: 4850 Pates Hill Rd

City, State, Zip Code: Mosheim, TN 37818

Contact Person: DAVID DURRUA

FEIN #: 65-1011844

Phone: (561) 624-3333

Fax: (480) 287-9283

Mobile: (561) 441-7444

E-mail Address: dmd@dmdconsultants.net

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

## Summary Schedule of Cost for Phase 1-2013:

All bids shall be sealed and returned prior to the bid opening at 10:30 a.m. on Tuesday, June 11, 2013 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

The contract shall be awarded on a **Total Cost of Items 1 and 2.**

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	480	EACH	40. <sup>00</sup>	19,200. <sup>00</sup>
2.	PAINTING OF FIRE HYDRANTS	480	EACH	34. <sup>00</sup>	16,320. <sup>00</sup>
3.	TOTAL COST ADD ITEM 1 AND 2			74. <sup>00</sup>	35,520

Company Name: DMD Consultants Inc

**Summary Schedule of Cost for Phase 2-2014:  
Contract Extension 1**

**Phase II** is an option for a contract extension and will be awarded pending budget consideration and vendor performance in **May 2014**.

The contract shall be awarded on a **Total Cost of Items 1 and 2**.

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	480	EACH	41	19,680. <sup>00</sup>
2.	PAINTING OF FIRE HYDRANTS	480	EACH	35	16,800. <sup>00</sup>
3.	TOTAL COST ADD ITEM 1 AND 2			76 <sup>00</sup>	36,480. <sup>00</sup>

Company Name: DMD Consultants Inc

**Summary Schedule of Cost for Phase 3-2015:  
Contract Extension 2**

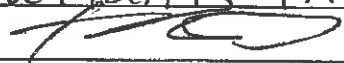
**Phase III** is an option for a contract extension and will be awarded pending budget consideration and vendor performance in **May 2015**.

The contract shall be awarded on a **Total Cost of Items 1 and 2**.

NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1.	SANDBLASTING AND PREP WORK	470	EACH	42. <sup>00</sup>	19,740. <sup>00</sup>
2.	PAINTING OF FIRE HYDRANTS	470	EACH	36. <sup>00</sup>	16,920. <sup>00</sup>
3.	TOTAL COST ADD ITEM 1 AND 2			78. <sup>00</sup>	36,660. <sup>00</sup>

Company Name: DMD Consultants Inc

END OF SPECIFICATION

Firm Name: DMD Consultants Inc  
 Signature of Authorized Representative:   
 Title: Director Date: 6/10/13

**ACCEPTANCE:** This proposal is valid for 60 calendar days from the date of submittal.



**AGENDA MEMO**  
**Municipal Services Committee**  
**March 23, 2015**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to execute a contract with Rag's Electric Company Inc. for the 2015/16 Street Light Maintenance Contract beginning May 1, 2015 through April 30, 2016.

**Background/History**

On March 12, 2015 staff had received three sealed bids for the 2015/16 street light maintenance contract. Please note, the bid from Lyons Electric was unresponsive and therefore is disqualified. Attachment A please find the bid tabulation for costs to repair street lights, hourly rates for labor, equipment, and lamp costs. The attached tabulation also includes a pricing schedule for two additional option years. This year's contract also called out for an option-LED Streetlight Retrofit Project.

Below, please find a summary of the items within the proposed contract and attached please find Attachment B-labeled as Proposed Cost Estimates for 2015/16.

**Item 1A-Cost to Repair Street Light**-This item requires the vendor to repair the street light at a specified unit cost. The repair would include equipment labor and the light bulb.

**Item 1B-Cost to Repair Ballast**-This item requires the vendor to repair the ballast at a specified unit cost. The repair would include equipment labor and the ballast.

**Item 1C-Cost to Repair Fuse Kit**-This item requires the vendor to repair the fuse kit at a specified unit cost. The repair would include equipment labor and the fuse kit.

**Item 2-Hourly Rate for Labor and Equipment**- This item requires the vendor to provide unit costs on an hourly basis for labor and equipment. Such items would include a light pole knock down, identifying a ground fault or any other extraordinary mishaps.

**Items 3, 4 and 5-Lamp Charges** -This item requires the vendor to provide unit pricing for various lamps to relamp a light pole(s) to a requested wattage. These items would be utilized if it was determined that an increased or reduced wattage light bulb would better serve an intersection or residence.

**Option 6-Aluminum Pole- Option 7-Concrete Pole-Option 8-Uni Duct**

Occasionally the City of Darien receives petitioned requests for the installation of aluminum and concrete street lights. The light pole installation will be subject to an additional cost for uni-duct wiring, (**Option 8**) at a per a lineal foot unit price installed.

The Street Light Contract was further bid for 2 additional option years, 2016/17 and 2017/18. Upon performance review, an extension would be entertained at a future date for City Council approval.

**F. LED CONVERSION-Option**

**The proposed LED Conversion Project is contingent upon grants. The City has applied for two independent grants and is expecting notification by June 1, 2015. Pending notification, this program will be forwarded to the City Council for formal consideration at a future date.**

In summary, the LED Conversion Project includes the following:

1. Removal of the existing fixture
2. Disposal of the existing fixture
3. Purchase and Installation of the following \*571 LED Streetlight heads as follows:

**TYPE	MANUFACTURER	QUANTITY	PART NUMBER
A	EYE LIGHTING	17	LES-37W-333-840-HWD W/ 10KA SURGE SUPPRESSOR /TERMINAL BLOCK
A-1	LEOTEK	300	HSS GCM 40 (HOUSE SIDE SHIELD FOR TYPE A)
B	EYE LIGHTING	61	LES-57W 333-840-HWD W/10KA SURGE / TERMINAL BLOCK
C	EYE LIGHTING	14	P-L4-45-5-7-U-Y-N-R-E1
D	LEOTEK	422	GCM2-40F-MV-NW-2-GY-1A
E	LEOTEK	57	GC2-80F-MV-NW-3-GY-1A

**\*\*Type-Refers to Map Location**

\*Total street light inventory is currently at 627, and the goal is to remove and replace 571 fixtures. The remainder of the 56 light fixtures is unique and will require the removal of the various styles to determine the appropriate LED retrofit. Each fixture shall carry a 10-year warranty and the vendor shall provide an initial one-year installation warranty. The installation warranty shall ensure the City that the vendor has secured the fixture per the lighting manufacturer specs and is structurally secured to the existing pole/mast arm.

The 2015/16 Budget calls out for the funding for the Street Light Program from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 15/16 BUDGET	PROPOSED EXPENDITURE
01-30-4359	STREET LIGHT OPERATION & MAINTENANCE	\$ 89,700.00	\$ 89,700.00
01-30-4359	STREET LIGHT INSTALLATION	\$ 12,000.00	\$ 12,000.00
TOTAL		\$ 101,700.00	\$101,700.00

Street Light Maintenance

March 23, 2015

Page 2

**Staff Recommendation**

Staff recommends approval of the contract through the attached resolution. Staff has contacted references with satisfactory responses.

**Alternate Consideration**

Not approving the street light maintenance contract.

**Decision Mode**

This item will be placed on the agenda for formal consideration at the April 6, 2015 City Council meeting.

**CITY OF DARIEN PUBLIC WORKS  
1702 PLAINFIELD ROAD  
DARIEN, IL 60561**

Attachment A

SEALED BID: 2015-2017 Street Light Maintenance

OPENING DATE/TIME: March 12, 2015 @ 10:00 a.m.

		Rag's Electric Co., Inc.	Lyons Electric Non Responsive	Meade Electric
ITEM	DESCRIPTION			
	Part A - 2015	\$ 36,949.00	\$ 52,496.00	\$ 61,579.71
	Part B - 2015	\$ 598.00	\$ 1,092.00	\$ 895.71
	Total 2015	\$ 37,547.00	\$ 53,588.00	\$ 62,475.42
	Part A - 2016	\$ 38,030.00	\$ 54,071.88	\$ 63,916.07
	Part B - 2016	\$ 607.00	\$ 1,124.96	\$ 924.07
	Total 2016	\$ 38,637.00	\$ 55,196.84	\$ 64,840.14
	Part A - 2017	\$ 39,266.00	\$ 55,696.38	\$ 74,692.00
	Part B - 2017	\$ 623.00	\$ 1,158.50	\$ 6,327.00
	Total 2017	\$ 39,889.00	\$ 56,854.88	\$ 81,019.00
	<b>Total</b>	<b>\$ 116,073.00</b>	<b>\$ 165,639.72</b>	<b>\$ 208,334.56</b>

# BID TALLY

Company Name	Year	Street Light Repair Total Item 1	Hourly Labor Rate Ranking Item 2	Lamp Charges Items 3,4,5	Option 6 Aluminum Pole	Option 7 Concrete Pole	Option 8 Cost for Uniduct	Option 9 Straighten Concrete Poles	Total Unit Costs
Rag's Electric	2015	\$ 383.00	\$ 349.00	\$ 75.00	\$ 2,750.00	\$ 3,150.00	\$ 8.00	\$ 120.00	\$ 6,835.00
	2016	\$ 390.00	\$ 355.00	\$ 75.00	\$ 2,850.00	\$ 3,300.00	\$ 8.00	\$ 120.00	\$ 7,098.00
	2017	\$ 400.00	\$ 366.00	\$ 75.00	\$ 3,000.00	\$ 3,400.00	\$ 8.00	\$ 120.00	\$ 7,369.00
Meade Electric	2015	\$ 515.00	\$ 612.71	\$ 82.00	\$ 4,650.00	\$ 5,200.00	\$ 27.25	\$ 1,000.00	\$ 12,086.96
	2016	\$ 535.50	\$ 635.32	\$ 82.00	\$ 4,800.00	\$ 5,400.00	\$ 28.25	\$ 1,040.00	\$ 12,521.07
	2017	\$ 556.25	\$ 658.62	\$ 82.00	\$ 4,975.00	\$ 5,600.00	\$ 29.00	\$ 1,080.00	\$ 12,980.87
Lyons Electric	2015	\$ 476.00	\$ 650.00	\$ 116.00	\$ 4,000.00	\$ 4,350.00	\$ 17.00	\$ 300.00	\$ 9,909.00
	2016	\$ 490.28	\$ 669.50	\$ 119.48	\$ 4,120.00	\$ 4,481.00	\$ 17.51	\$ 309.00	\$ 10,206.77
	2017	\$ 504.98	\$ 689.58	\$ 123.10	\$ 4,244.00	\$ 4,616.00	\$ 18.04	\$ 318.27	\$ 10,513.97

## COST TO REPAIR STREET LIGHT OUTAGE

<b>2015 PRICING</b>		ITEM 1
Company Name	Cost of Street Light Repair	
Rag's Electric	\$	383.00
Meade Electric	\$	515.00
Lyons Electric	\$	476.00
<b>2016 PRICING</b>		ITEM 1
Company Name	Cost of Street Light Repair	
Rag's Electric	\$	390.00
Meade Electric	\$	535.50
Lyons Electric	\$	490.28
<b>2017 PRICING</b>		ITEM 1
Company Name	Cost of Street Light Repair	
Rag's Electric	\$	400.00
Meade Electric	\$	556.25
Lyons Electric	\$	504.98

## HOURLY RATES

# 2015 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
Rag's Electric	\$ 90.00	\$ 115.00	\$ 46.00	\$ 68.00	\$ 20.00	\$ 2.00	\$ 5.00	\$ 3.00	\$ 349.00
Meade Electric	\$ 114.22	\$ 186.22	\$ 65.21	\$ 100.06	\$ 38.00	\$ 47.00	\$ 19.00	\$ 43.00	\$ 612.71
Lyons Electric	\$ 110.00	\$ 160.00	\$ 75.00	\$ 110.00	\$ 55.00	\$ 55.00	\$ 25.00	\$ 60.00	\$ 650.00

# 2016 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
Rag's Electric	\$ 92.00	\$ 115.00	\$ 48.00	\$ 70.00	\$ 20.00	\$ 2.00	\$ 5.00	\$ 3.00	\$ 355.00
Meade Electric	\$ 118.78	\$ 193.66	\$ 67.82	\$ 104.06	\$ 39.00	\$ 48.00	\$ 20.00	\$ 44.00	\$ 635.32
Lyons Electric	\$ 113.30	\$ 164.80	\$ 77.25	\$ 113.30	\$ 56.65	\$ 56.65	\$ 25.75	\$ 61.80	\$ 669.50

# 2017 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
Rag's Electric	\$ 95.00	\$ 118.00	\$ 51.00	\$ 72.00	\$ 20.00	\$ 2.00	\$ 5.00	\$ 3.00	\$ 366.00
Meade Electric	\$ 123.50	\$ 201.40	\$ 70.50	\$ 108.22	\$ 40.00	\$ 49.00	\$ 21.00	\$ 45.00	\$ 658.62
Lyons Electric	\$ 116.70	\$ 169.74	\$ 79.57	\$ 116.70	\$ 58.35	\$ 58.35	\$ 26.52	\$ 63.65	\$ 689.58



## LAMP TALLY

2015 PRICING	ITEM 3		ITEM 4		ITEM 5		TOTAL ITEMS 3,4,5
	High Pressure Sodium		Mercury Vapor		Mercury Halide		
Company Name	250W	400W	250W	400W	250W	400W	Lamp Charge
Rags Electric	\$ 12.00	\$ 13.00	\$ 12.00	\$ 13.00	\$ 12.00	\$ 13.00	\$ 75.00
Meade Electric	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 15.00	\$ 15.00	\$ 82.00
Lyons Electric	\$ 18.00	\$ 18.00	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00	\$ 116.00
2016 PRICING	ITEM 3		ITEM 4		ITEM 5		TOTAL ITEMS 3,4,5
	High Pressure Sodium		Mercury Vapor		Mercury Halide		
Company Name	250W	400W	250W	400W	250W	400W	Lamp Charge
Rags Electric	\$ 12.00	\$ 13.00	\$ 12.00	\$ 13.00	\$ 12.00	\$ 13.00	\$ 75.00
Meade Electric	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 15.00	\$ 15.00	\$ 82.00
Lyons Electric	\$ 18.54	\$ 18.54	\$ 15.45	\$ 15.45	\$ 25.75	\$ 25.75	\$ 119.48
2017 PRICING	ITEM 3		ITEM 4		ITEM 5		TOTAL ITEMS 3,4,5
	High Pressure Sodium		Mercury Vapor		Mercury Halide		
Company Name	250W	400W	250W	400W	250W	400W	Lamp Charge
Rags Electric	\$ 12.00	\$ 13.00	\$ 12.00	\$ 13.00	\$ 12.00	\$ 13.00	\$ 75.00
Meade Electric	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00	\$ 15.00	\$ 15.00	\$ 82.00
Lyons Electric	\$ 19.10	\$ 19.10	\$ 15.92	\$ 15.92	\$ 26.53	\$ 26.53	\$ 123.10

## OPTIONS TALLY

<b>2015 - OPTION SUMMARY</b>					
Company Name	Option 6 Aluminum Pole (Each)	Option 7 Concrete Pole (Each)	Option 8 Cost for Uniduct (Per Foot)	Option 9 Straightening of Concrete Poles (Each)	Total Option Price
Rags Electric	\$ 2,750.00	\$ 3,150.00	\$ 8.00	\$ 120.00	\$ 6,028.00
Meade Electric	\$ 4,650.00	\$ 5,200.00	\$ 27.25	\$ 1,000.00	\$ 10,877.25
Lyons Electric	\$ 4,000.00	\$ 4,350.00	\$ 17.00	\$ 300.00	\$ 8,667.00
<b>2016 - OPTION SUMMARY</b>					
Company Name	Option 6 Aluminum Pole (Each)	Option 7 Concrete Pole (Each)	Option 8 Cost for Uniduct (Per Foot)	Option 9 Straightening of Concrete Poles (Each)	Total Option Price
Rags Electric	\$ 2,850.00	\$ 3,300.00	\$ 8.00	\$ 120.00	\$ 6,278.00
Meade Electric	\$ 4,800.00	\$ 5,400.00	\$ 28.25	\$ 1,040.00	\$ 11,268.25
Lyons Electric	\$ 4,120.00	\$ 4,481.00	\$ 17.51	\$ 309.00	\$ 8,927.51
<b>2017 - OPTION SUMMARY</b>					
Company Name	Option 6 Aluminum Pole (Each)	Option 7 Concrete Pole (Each)	Option 8 Cost for Uniduct (Per Foot)	Option 9 Straightening of Concrete Poles (Each)	Total Option Price
Rags Electric	\$ 3,000.00	\$ 3,400.00	\$ 8.00	\$ 120.00	\$ 6,528.00
Meade Electric	\$ 4,975.00	\$ 5,600.00	\$ 29.00	\$ 1,080.00	\$ 11,684.00
Lyons Electric	\$ 4,244.00	\$ 4,616.00	\$ 18.04	\$ 318.27	\$ 9,196.31

*Schedule of Prices for:*  
**REVISED AS PART OF ADDENDUM 1**

**LED RETROFIT PROGRAM**

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2015 PRICING</b>					
1	Total cost to remove existing light head fixture	Ea.	571	49.50	28,264.50
2	EYE LIGHTING LES-37W-333-840-HWD W/ 10KA SURGE SUPPRESSOR /TERMINAL BLOCK	Ea.	17	444.00	7,548.00
3	LEOTEK HSS GCM 40 (HOUSE SIDE SHIELD FOR TYPE A)	Ea	300	18	5,400.00
4	EYE LIGHTING LES-57W 333-840-HWD W/10KA SURGE / TERMINAL BLOCK	Ea.	61	504.00	30,744.00
5	EYE LIGHTING - P-L4-45-5-7-U-Y-N-R-E1	Ea.	14	794.00	11,116.00
6	LEOTEK GCM2-40F-MV-NW-2-GY-1A	Ea.	422	312.00	131,664.00
7	LEOTEK GC2-80F-MV-NW-3-GY-1A	Ea.	57	571.00	32,547.00
8	Install Cost	Ea.	571	49.50	28,264.50
<b>Part C Sub-Total</b>					<b>275,548.00</b>

NOTE TO ALL CONTRACTORS: The bid tabulations will be based upon Total Cost of items 1, 2, 3, 4, 5, 6, 7 and 8.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RAG'S ELECTRIC COMPANY INC. FOR THE 2015/16 STREET LIGHT MAINTENANCE CONTRACT BEGINNING MAY 1, 2015 THROUGH APRIL 30, 2016**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the Maintenance Services to repair street lights as required within the City Limits between the City of Darien and Rag's Electric Company. The Contract further identifies a pricing schedule referred to as "Schedule of Prices" for various street light repairs and options, attached hereto as "Exhibit A". The extended contract would be effective from May 1, 2015 through April 30, 2016.

**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 6<sup>th</sup> day of April, 2015.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6<sup>th</sup> day of April, 2015.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## CITY OF DARIEN

## CONTRACT

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Darien (hereinafter referred to as the "CITY") and \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of Insurance

Performance and Payment Bonds as may be required by the CITY

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

**Street Light Maintenance for the City of Darien right of ways and Private Property Commercial Parking Lots**

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements

of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, Contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS

it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:



City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Attn: Director of Municipal Services

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

Print Name: Patrick A. Durkin

Title: Mayor

Title: President

Date: \_\_\_\_\_

Date: 03/12/2015

**II. – REQUIRED BID SUBMISSION DOCUMENTS**

**BIDDER SUMMARY SHEET**

**STREET LIGHT MAINTENANCE FOR THE CITY OF DARIEN RIGHT OF WAY  
AND PRIVATE PROPERTY COMMERCIAL PARKING LOTS-2015**

Firm Name: Rag's Electric, Inc.

Address: 7900 S. Cass Ave., Suite #180

City, State, Zip Code: Darien, Il. 60561

Contact Person: Patrick Durkin

FEIN #: 20-501274

Phone: (630) 739-7247 Fax: (630) 739-7424

Mobile: (773) 619-7640

E-mail Address: ragselectric@aol.com

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. 1, Dated 03/09/2015

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

## Schedule of Prices for:

### STREETLIGHT MAINTENANCE SERVICES PROPOSAL FOR STREET LIGHTS AND POLES LOCATED WITHIN THE RIGHT OF WAYS

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2015 PRICING</b>					
1	Total cost to repair Street Light Outage	Each	125	137	17,125
	Total cost to supply, remove and replace ballast	Each	20	206	4,000
	Total cost to supply, remove and replace fuse kit	Each	20	40	800
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	90	90
	Journeyman – Over Time	HR	1	115	115
	Helper – Straight Time	HR	1	46	46
	Helper – Over Time	HR	1	68	68
	Bucket Truck	HR	1	20	20
	Lift Truck	HR	1	2	2
	Pickup Truck	HR	1	5	5
	Auger/Backhoe	HR	1	3	3
3	Material Costs – High Pressure Sodium:				
	Brand:				
	250 Watt	Ea.	1	12	12
	400 Watt	Ea.	1	13	13
4	Material Costs – Mercury Vapor:				
	Brand:				
	250 Watt	Ea.	1	12	12
	400 Watt	Ea.	1	13	13
5	Material Costs – Mercury Halide:				
	Brand:				
	250 Watt	Ea.	1	12	12
	400 Watt	Ea.	1	13	13
6-option	Purchase and Installation of Street Light Aluminum pole 25' height with 8' arm -	Ea.	2	2,750	5,500
7-option	Purchase and Installation of Street Light Concrete pole 25' height with 8' arm -	Ea.	2	3,150	6,300
8-option	Unit cost for Uniduct (Material and Installation) Material 1 1/4" – XLP-USP with 3 #6 Copper Wires	Ft.	200	8.00	1,600
9-option	Straightening of Concrete Light Poles	Ea.	10	120	1,200
<b>Part A Sub-Total</b>					<b>36,949.00</b>

**NOTE TO ALL CONTRACTORS:** The bid tabulations will be based upon Total Cost of items 1, 2, 3, 4, 5, 6, 7, 8 and 9.

*Schedule of Prices for:*  
REVISED AS PART OF ADDENDUM 1

**LED RETROFIT PROGRAM**

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2015 PRICING</b>					
1	Total cost to remove existing light head fixture	Ea.	571	49.50	28,264.50
2	EYE LIGHTING LES-37W-333-840-HWD W/ 10KA SURGE SUPPRESSOR /TERMINAL BLOCK	Ea.	17	444.00	7,548.00
3	LEOTEK HSS GCM 40 (HOUSE SIDE SHIELD FOR TYPE A)	Ea	300	18	5,400.00
4	EYE LIGHTING LES-57W 333-840-HWD W/10KA SURGE / TERMINAL BLOCK	Ea.	61	504.00	30,744.00
5	EYE LIGHTING - P-L4-45-5-7-U-Y-N-R-E1	Ea.	14	794.00	11,116.00
6	LEOTEK GCM2-40F-MV-NW-2-GY-1A	Ea.	422	312.00	131,664.00
7	LEOTEK GC2-80F-MV-NW-3-GY-1A	Ea.	57	571.00	32,547.00
8	Install Cost	Ea.	571	49.50	28,264.50
<b>Part C Sub-Total</b>					<b>275,548.00</b>

**NOTE TO ALL CONTRACTORS:** The bid tabulations will be based upon Total Cost of items 1, 2, 3, 4, 5, 6, 7 and 8.

## TOTAL COST SUMMARY

SUMMARY COSTS	2015	2016	2017
<b>Part A Sub-Total</b>	36,949.00	38,030.00	39,266.00
<b>Part B Sub-Total</b>	598.00	607.00	623.00
<b>Part C Sub-Total</b>	275,548.00	N/A	N/A
<b>Total Cost of A+B+C</b>	313,095.00	38,637.00	39,889.00

**The contract will be awarded on a total sum of A and B and C for 2015.**

Firm Name: Rag's Electric, Inc.

Signature of Authorized Representative: 

Title: President

Date: 03/12/2015

**ACCEPTANCE:** This proposal is valid for 150 calendar days from the date of submittal.

**CITY OF DARIEN**  
**MUNICIPAL SERVICES COMMITTEE**  
**January 26, 2015**

**PRESENT:** Joseph Marchese - Chairperson, Alderman Joerg Seifert, Dan Gombac – Director, Elizabeth Lahey - Secretary

**ABSENT:** Alderman Tina Beilke, Mr. Michael Griffith, Senior Planner

**ESTABLISH QUORUM**

Chairperson Marchese called the meeting of the Municipal Services Committee to order at 6:00 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present.

**NEW BUSINESS**

**A. Resolution – Accepting a proposal from DAS Enterprises Inc. to provide trucking services a rate of \$80.99 per hour for services relating to hauling waste generated from excavations for a period of May 1, 2015 through April 30, 2016.**

Chairperson Marchese reported that Items A-L are bids that will be contingent upon approval by the City Council.

Mr. Dan Gombac, Director reported that this proposal relates to trucking services relating to hauling waste. He reported that the rate is \$80.99 per hour.

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

**B. Resolution - Accepting a proposal from Elmhurst Chicago Stone to purchase and pick up stone for Public Works projects for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is for stone for Public Works projects. He reported that the bid came in at a favorable rate compared to last year.

Alderman Seifert questioned the difference between Item B and Item D.

Mr. Gombac reported that there are proposals for pick-up and delivery in the event that the City runs out of stone and the vendor cannot deliver.

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

**C. Resolution - Accepting the unit price proposal for tipping and transfer fees from E.F. Heil, LLC at the proposed unit prices for certain waste for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is for tipping and transfer fees for certain waste at the central dump location. He reported that this is a good price compared to last year.

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

- D. Resolution – Accepting a proposal from Elmhurst Chicago Stone to provide stone and delivery for Public Works projects for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal was discussed under Item B and is for the delivery of stone.

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

- E. Resolution – Accepting a proposal from Allstar, at the proposed schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is for landscaping, topsoil, and sod for public works projects where staff does not have the opportunity to complete in a timely fashion.

Alderman Seifert questioned the pricing and the services.

Mr. Gombac reported that it is more economical to purchase the topsoil, fertilizer and sod together to save vendor costs.

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

- F. Resolution - Accepting a proposal from Advanced Drainage Systems and Norwalk Tank Company for high density polyethylene pipes, bands, flared end sections and fittings as required for various Public Works projects for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is for high density polyethylene pipes, bands, and flared end sections. He reported that he negotiated pricing with both vendors for favorable pricing.

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

- G. Resolution - Accepting a proposal from Norwalk Tank Company for storm sewer structures, iron sewer grates, concrete adjusting rings as required for various public works projects for a period of May 1, 2015 through April 30, 2016.**

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

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

- H. Resolution - Accepting a proposal from Norwalk Tank Company for culvert metal pipes, metal bands and metal flared end sections and fittings as required for various Public Works projects for a period of May 1, 2015 through April 30, 2016.**



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

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

- I. Resolution - Accepting the unit price proposal for bituminous products from K-Five Construction for Public Works projects for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is for bituminous products for Public Works projects. He reported that this is for patching and filling pot holes.

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

- J. Resolution - Accepting a proposal from Pavement Systems, Inc. and Scorpio Construction 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, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this is a split proposal for two vendors for the removal and replacement of bituminous aprons and road patches for various Public Works projects.

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

- K. Resolution - Accepting a proposal from Ziebell for pressure pipe as required for various Public Works projects for a period of May 1, 2015 through April 30, 2016.**

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

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

- L. Resolution - Accepting a proposal from DuPage Topsoil Inc. at the proposed schedule of prices for topsoil for various Public Works projects for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is for a schedule of pricing for topsoil for various Public Works projects.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Marchese to approve Item A – Item L as presented.**

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

- M. Resolution - Authorizing the Mayor and City Clerk to execute a contract for the 2015 Emerald Ash Borer Treatment Plan with Tru-Green Inc. in an amount not to exceed \$165,000.**

Mr. Dan Gombac, Director reported that this proposal is for the Emerald Ash Borer Treatment Plan. He reported that two years ago the City Council authorized staff to do an in house project. Mr. Gombac reported that staff did not feel that the program was completed in a timely response to report back to the residents. He stated that while the plan worked, it took a month and a half longer to complete and if it was done earlier, additional trees could have been saved.

Mr. Gombac reported that the cost is \$165,000 and if done in house without a full-time employee, the cost is approximately \$163,000. He stated that using a vendor will give the Arborist more time to follow-up with residents. He further stated that the vendor will also inventory and tag the trees.

Mr. Gombac reported that although there is mortality, the treatment is working. He reported that this will be on a future City Council agenda pending budget.

Chairperson Marchese questioned how many trees will be treated.

Mr. Gombac reported that the treatment is for 2,200 trees.

Chairperson Marchese questioned the timeframe.

Mr. Gombac reported that timing is a factor and the Arborist will have time to meet with residents who have not done any treatment.

Alderman Seifert questioned if the Arborist will be overseeing the vendor. He stated that he is not comfortable that Tru-Green will be as competent as the Arborist.

Mr. Gombac reported that Tru-Green is in this business. He reported that the Arborist will be overseeing the project and spot checking.

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

**Alderman Marchese made a motion, and it was seconded by Alderman Seifert to approve a Resolution authorizing the Mayor and City Clerk to execute a contract for the 2015 Emerald Ash Borer Treatment Plan with Tru-Green Inc. in an amount not to exceed \$165,000.**

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

**N. Resolution - Authorizing the Mayor to execute a contract with Illinois Central Sweeping for the City of Darien's Annual Street Sweeping Program not to exceed \$33,765.**

Mr. Dan Gombac, Director reported that this proposal is for the Annual Street Sweeping Program for four sweepings. He reported that this is a new company that brings along references and equipment.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Marchese to approve a resolution authorizing the Mayor to execute a contract with Illinois Central Sweeping for the City of Darien's Annual Street Sweeping Program not to exceed \$33,765.**

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

- O. Resolution - Authorizing the purchase of one (1) new Water Main Tap Machine Model Mueller No. D-5-39305 from Ziebell Water Service Products in the amount of \$5,668.95.**

Mr. Dan Gombac, Director reported that this proposal is for the purchase of one new Water Main Tap Machine. He reported that the City does not presently own this type of machine and can be utilized for the next 20 years.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Marchese to approve a resolution authorizing the purchase of one (1) new Water Main Tap Machine Model Mueller No. D-5-39305 from Ziebell Water Service Products in the amount of \$5,668.95.**

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

- P. Ordinance - Woodmere Drive and Hedgewood Drive: Consideration of an Ordinance to approve the installation of stop sign on Hedgewood Drive.**

Mr. Dan Gombac, Director reported that the Homeowners Association looked into several locations for stop signs. He reported that staff conducted a traffic count and the City's traffic consultant, KLOA a traffic study and recommended a stop sign on Hedgewood Drive.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Marchese to approve an Ordinance for the installation of stop sign on Hedgewood Drive.**

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

- Q. Resolution - Accepting the unit price proposal for Analytical Soil Testing Fees from Testing Services Corporation at the proposed unit prices for certain waste for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is for the unit price for Analytical Soil Testing Fees for certain waste. He reported that this corporation will analyze and test the soil for EPA guidelines.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Marchese to approve a Resolution accepting the unit price proposal for Analytical Soil Testing Fees from Testing Services Corporation at the proposed unit prices for certain waste for a period of May 1, 2015 through April 30, 2016.**

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

- R. Resolution - Preliminary approval for the 2015 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program contract and the Oldfield Road Curb and Gutter Placement with Suburban Concrete, Inc. in an amount not to exceed \$429,246.76 and to waive the residential \$75,00 permit fee application for concrete work.**

Mr. Dan Gombac, Director reported that this proposal is for the preliminary approval for the 2015 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program to give quantities and pricing. He reported that the vendor has been with the City for the last five years and that this vendor is providing a \$10,000 bond assuring the City quality work.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Marchese to approve a Resolution approving preliminary approval for the 2015 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program contract and the Oldfield Road Curb and Gutter Placement with Suburban Concrete, Inc. in an amount not to exceed \$429,246.76 and to waive the residential \$75.00 permit fee application for concrete work.**

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

- S. Resolution - Preliminary approval authorizing the Mayor and City Clerk to execute a contract for the 2015 Neighborhood Drainage Program between the City of Darien and Scorpio Construction Corp. for the layout and replacement of storm sewer pipes and structures, and grading in an amount not to exceed \$496,805.00.**

Mr. Dan Gombac, Director reported that this proposal includes preliminary funding for the neighborhood drainage projects on Chestnut & Alabama, 69<sup>th</sup> Street – Clarendon Hills Road to Crest Road and Tennessee Avenue – 72<sup>nd</sup> Street to Plainfield Road. He reported that alternates should funding be available would include Peony Place – Brookbank Road – High Road, Western Avenue – City limits to 67<sup>th</sup> Street, Sunrise Avenue – Janet Avenue to Elm Street and 72<sup>nd</sup> Street – Richmond Avenue to Community Park.

Mr. Gombac reported that residents adjacent to the properties were reporting standing water in the ditches fronting their residences.

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

**Alderman Seifert made a motion, seconded by Alderman Marchese to approve a resolution for preliminary approval authorizing the Mayor and City Clerk to execute a contract for the 2015 Neighborhood Drainage Program between the City of Darien and Scorpio Construction Corp. for the layout and replacement of storm sewer pipes and structures, and grading in an amount not to exceed \$496,805.00.**

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

- T. Minutes – November 24, 2014 Municipal Services Committee**

**Alderman Seifert made a motion, and it was seconded by Alderman Marchese to approve the November 24, 2014 Municipal Services Committee Meeting Minutes as amended.**

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

**DIRECTOR'S REPORT**

**A. 2015 Emerald Ash Borer Private Property - Courtesy Quote Update**

Mr. Dan Gombac, Director reported that staff received pricing for private property treatment. He reported that this quote went out to residents on Direct Connect and will be displayed for the next couple of weeks. He reported that both vendors are competitive.

**B. EAB Treatment Study Updates**

- 1) EAB Study Update - 1**
- 2) EAB Study Update - 2**
- 3) Summary of Chicago Treatment Program**

Mr. Gombac reported that staff provided documentation on how EAB is being treated and how other municipalities are handling it. He reported that this information will be placed on the website for residents. He further reported that the article from the Chicago Treatment Program is a good read.

Alderman Seifert questioned if the cold from last winter had any effect.

Mr. Gombac reported that there is no truth out there and that the only way to know is to rebark the tree. He stated that the City is staying in touch with what treatments are working.

Alderman Seifert stated that it is worth the effort to try and save the trees.

**C. Update - BYOB**

- 1) Village of Hinsdale**

Mr. Gombac reported that the Village of Hinsdale does not have a BYOB liquor license and that the City will not move forward with BYOB at this time.

**D. Manning Road Sidewalk Survey Update**

- 1) Sidewalk Letter**

Mr. Dan Gombac, reported that Alderman Kenny suggested a sidewalk for the proposed Manning Woods Subdivision to be constructed from Manning Road east to Fairview Avenue. He reported that the sidewalk would be located within the Manning Road right-of-way and not on private property.

Mr. Gombac reported that there are mature trees in place and asked that the City's Arborist take a look as well as the developers Arborist. He reported that the residents have been mailed a letter asking for their input to determine if there is support for the sidewalk.

Mr. Gombac reported that the developer, proposed builder, the residents and staff have been working together on this project. He stated that there are some issues with storm water. He further stated that there are five properties which are impacted.

**NEXT SCHEDULED MEETING**

Chairperson Marchese announced that the next regular meeting is scheduled for Monday, February 23, 2015 at 6:30 p.m.

**ADJOURNMENT**

**With no further business before the Committee, Alderman Seifert made a motion and it was seconded by Alderman Marchese to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:01 p.m.**

**RESPECTFULLY SUBMITTED:**

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**Joseph Marchese  
Chairman**

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**Tina Beilke  
Alderman**

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**Joerg Seifert  
Alderman**

**CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE  
February 23, 2015**

**PRESENT:** Joseph Marchese - Chairperson, Alderman Joerg Seifert, Alderman Tina Beilke,  
Dan Gombac – Director

**ABSENT:** Elizabeth Lahey - Secretary

**ESTABLISH QUORUM**

Chairperson Marchese called the meeting of the Municipal Services Committee to order at 6:30 p.m. at the City Hall – City Council Chambers, Darien, Illinois and declared a quorum present.

**NEW BUSINESS**

- A. 7511 Lemont Road – Petitioner seeks approval of a variation from the sign code to permit a 39 square foot sign when 28 square feet is permitted.**

Mr. Dan Gombac, Director reported that the petitioner, Old Fashioned Sweets is a new retailer requesting to increase their sign to 39 feet. He reported that the petitioner is moving into the Chestnut Court Shopping Center.

Mr. Gombac reported that the PZC recommended approval and that Commissioner Ritzert stated that approving the sign would be setting a precedent for other businesses. Mr. Gombac stated that each and every variation request is looked at on a case by case basis. He stated that staff had no objection.

Alderman Seifert questioned if the sign was coming from another location.

The petitioner stated that the sign was from a location that was no longer in business.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve 7511 Lemont Road – approval of a variation from the sign code to permit a 39 square foot sign when 28 square feet is permitted.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

- B. Zoning Map – Approval of the updated City of Darien Official Zoning Map for 2015.**

Mr. Dan Gombac, Director reported that this is an annual update. He reported on the changes and provided a larger copy to the Committee.

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



**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve the updated City of Darien Official Zoning Map for 2015.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**C. Ordinance – Minor PUD Amendment for the Darien Towne Centre PUD – Amvets Collection Center at Wal-Mart, 2189 75<sup>th</sup> Street: Annual Review Approval.**

Mr. Dan Gombac, Director reported that this is the annual review of the Amvets Collection Center for approval of the use. Mr. Gombac informed the Committee that there have been no complaints regarding the use and they have kept the site clean.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Minor PUD Amendment for the Darien Towne Centre PUD – Amvets Collection Center at Wal-mart, 2189 75<sup>th</sup> Street: Annual Review Approval.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**D. Resolution – South Grove Park Detention Facility: Consideration of a Resolution authorizing participation in the 2015 ComEd Green Region Program.**

Mr. Dan Gombac, Director reported that this allows staff to proceed with a grant up to \$10,000 to address drainage issues. He reported on the history of the Gallagher and Henry homes and stated that there are significant maintenance issues. He stated that the Park District is not moving forward on any projects due to lack of funds and that the \$10,000 grant is to mitigate the concerns. He further stated that he is working closely with Alderman McIvor and the Park District.

Mr. Gombac stated that the cost of the required project would be approximately \$345,000.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Resolution – South Grove Park Detention Facility: Consideration of a Resolution authorizing participation in the 2015 ComEd Green Region Program.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**E. Resolution – Accepting a proposal from Underground Pipe and Valve Inc. for the Clow Eddy Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that there are various different fire hydrants in the City. He stated that there are replacement parts and when they become too costly a brand new fire hydrant is purchased at the cost of approximately \$2,200.

Chairperson Marchese stated that fire hydrant costs were discussed in the past and it was an astronomical amount to purchase new hydrants.



Mr. Gombac reported on items E – K and are for various manufacturers hydrant parts.

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

**F. Resolution - Accepting a proposal from Underground Pipe and Valve Inc. for the Clow Medallion Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is from Underground Pipe and Valve Inc. for the Clow Medallion Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.

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

**G. Resolution - Accepting a proposal from Underground Pipe and Valve Inc. for the Clow Eddy F2500 Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported this proposal is from Underground Pipe and Valve Inc. for the Clow Eddy F2500 Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.

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

**H. Resolution - Accepting a proposal from Ziebell Water Service Products for Waterous Pacer Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is from Ziebell Water Service Products for Waterous Pacer Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.

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

**I. Resolution - Accepting a proposal from Ziebell Water Service Products for Waterous Pacer Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is from Ziebell Water Service Products for Waterous Pacer Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.

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

**J. Resolution - Accepting a proposal from HD Supply Waterworks for the Mueller Super Centurion Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this is a proposal from HD Supply Waterworks for the Mueller Super Centurion Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.

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

**K. Resolution - Accepting a proposal from Ziebell Water Service Products for the U.S. Pipe Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this is a proposal from Ziebell Water Service Products for the U.S. Pipe Fire Hydrant repair parts as required for a period of May 1, 2015 through April 30, 2016.

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

Mr. Gombac reported that the bidders were price competitive.

Alderman Seifert questioned what safeguards are in place to secure the price quotes.

Mr. Gombac reported that all invoices are reviewed and compared to the submitted unit prices. One vendor occasionally has charged us incorrect unit pricing and staff contacts the vendor and corrects the invoice. He further stated that staff provides the price sheet with the invoice request as backup.

Alderman Beilke questioned if there is an estimate for what is spent per year.

Mr. Gombac reported that there is no rhyme or reason. He stated that the repairs vary due to weather and hydrant flushing.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve Items E-K as presented.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**L. Resolution – Authorizing the Mayor to execute an Intergovernmental Agreement between the City of Darien and the Village of Woodridge for the purpose of sharing costs for design and construction engineering and the construction of the 83<sup>rd</sup> Street roadway improvements.**

Mr. Gombac reported that this has been ongoing venture with the Village of Woodridge for approximately three years. The Village of Woodridge was awarded a grant in conjunction with the city of Darien to resurface 83<sup>rd</sup> Street. The City owns and maintains a portion of 83<sup>rd</sup> Street and our fair share would be approximately \$115,000. The cost includes design engineering, and construction. The project is scheduled for late 2015 and this item will be presented for budget consideration.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a Resolution authorizing the Mayor to execute an Intergovernmental Agreement between the**

**City of Darien and the Village of Woodridge for the purpose of sharing costs for design and construction engineering and the construction of the 83<sup>rd</sup> Street roadway improvements.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**M. Resolution – Accepting a proposal from HD Supply Waterworks for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with Stainless Steel Bolts for the maintenance of the water system for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this is a proposal from HD Supply Waterworks for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with Stainless Steel Bolts for the maintenance of the water system for a period of May 1, 2015 through April 30, 2016.

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

**N. Resolution - Accepting a proposal from HD Supply Waterworks for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 in various sizes for the maintenance of the water system for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is from HD Supply Waterworks for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 in various sizes for the maintenance of the water system for a period of May 1, 2015 through April 30, 2016.

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

**O. Resolution – Accepting a proposal from HD Supply Waterworks for Type K Copper Pipe for the maintenance of the water system for a period of May 1, 2015 through May 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is proposal from HD Supply Waterworks for Type K Copper Pipe for the maintenance of the water system for a period of May 1, 2015 through May 30, 2016.

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

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

**P. Resolution - Accepting a proposal from HD Supply Waterworks for Mueller brand Brass Fittings for the maintenance of the water system for period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this is a proposal from HD Supply Waterworks for Mueller brand Brass Fittings for the maintenance of the water system for period of May 1, 2015 through April 30, 2016.

He reported that staff only accepts American made fittings.

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

**Q. Resolution – Accepting a proposal from HD Supply Waterworks for General Water Department Utility Tools and Marking Supplies for the maintenance of the water system for period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this proposal is proposal from HD Supply Waterworks for General Water Department Utility Tools and Marking Supplies for the maintenance of the water system for period of May 1, 2015 through April 30, 2016.

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

**R. Resolution – Accepting a proposal from HD Supply Waterworks for General water Department Utility Fixtures for the maintenance of the water system for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this is a proposal from HD Supply Waterworks for General water Department Utility Fixtures for the maintenance of the water system for a period of May 1, 2015 through April 30, 2016.

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

**S. Resolution – Accepting a proposal from East Jordan Iron works for East Jordan Fire Hydrants, Valves and Accessories as required for a period of May 1, 2015 through April 30, 2016.**

Mr. Dan Gombac, Director reported that this a proposal from East Jordan Iron works for East Jordan Fire Hydrants, Valves and Accessories as required for a period of May 1, 2015 through April 30, 2016.

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

**Alderman Seifert made a motion, seconded by Alderman Beilke to approve Items M-S as presented.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**T. Resolution – Authorizing the Mayor to execute an Intergovernmental Agreement between the City of Darien and the County of Dupage for the purpose of sharing costs for design and construction engineering and construction of the Plainfield Road and Bailey Road Intersection Traffic Signalization Project and the Plainfield Resurfacing Project.**

Mr. Dan Gombac, Director reported that this authorizes an Intergovernmental Agreement between the City of Darien and the County of Dupage for the purpose of sharing costs for design and construction engineering and construction of the Plainfield Road and Bailey Road Intersection Traffic Signalization Project and the Plainfield Resurfacing Project.

Mr. Gombac reported that the Phase I engineering for the signalizatiuon was completed and approved by the County of Dupage and IDOT. An additional grant was awarded for a resurfacing project from Cass Ave to Manning Road. He reported that since both projects interact with each other and that the engineering and construction would be under one project. Mr. Gombac reported that the City is the lead for the preliminary design engineering and that the County will

reimburse the City for their share and that the County will be the lead for construction and the City reimburse the County. Construction for the proposed project would not begin until 2017 and a construction cost will be considered for the FY16-17 Budget.

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

**Alderman Seifert made a motion, seconded by Alderman Beilke to approve a Resolution Authorizing the Mayor to execute an Intergovernmental Agreement between the City of Darien and the County of Dupage for the purpose of sharing costs for design and construction engineering and construction of the Plainfield Road and Bailey Road Intersection Traffic Signalization Project and the Plainfield Resurfacing Project.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**U. Resolution – Approving an Engineering Agreement with Christopher B. Burke Engineering, Ltd. For the Phase I/Phase II Engineering for the Plainfield Road Resurfacing and Phase II Engineering for the Plainfield Road Resurfacing and Phase II for the Bailey Road Traffic Signalization in an amount not to exceed \$196,795.00.**

Mr. Dan Gombac reported that this Resolution approves an Engineering Agreement with Christopher B. Burke Engineering, Ltd. For the Phase I/Phase II Engineering for the Plainfield Road Resurfacing and Phase II Engineering for the Plainfield Road Resurfacing and Phase II for the Bailey Road Traffic Signalization in an amount not to exceed \$196,795.00.

He reported that this item dovetails with the previous agenda item. The City is required to be the grant lead for the engineering. The County will be reimbursing the City approximately \$142,000.

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

**Alderman Seifert made a motion, seconded by Alderman Beilke to approve a Resolution – approving an Engineering Agreement with Christopher B. Burke Engineering, Ltd. For the Phase I/Phase II Engineering for the Plainfield Road Resurfacing and Phase II Engineering for the Plainfield Road Resurfacing and Phase II for the Bailey Road Traffic Signalization in an amount not to exceed \$196,795.00.**

**Upon voice vote, THE MOTION CARRIED unanimously 3-0.**

**V. Resolution – Preliminary approval for the 2015 Street Maintenance Contract with Central Blacktop Inc.**

Mr. Gombac introduced the 2015 proposed resurfacing program and informed the Committee that certain alternates were not to be considered due to the proposed costs. There were 7 options and staff requested Option 7, base repair, to be included in this year's program. This item will be discussed and considered at the upcoming Budget workshop.

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

**Alderman Seifert made a motion, and it was seconded by Alderman Beilke for preliminary approval for the 2015 Street Maintenance contract with Central Blacktop Inc.**

Upon voice vote, **THE MOTION CARRIED** unanimously 3-0.

**DIRECTOR'S REPORT**

**NEXT SCHEDULED MEETING**

Chairperson Marchese announced that the next regular meeting is scheduled for Monday, March 23, 2015 at 6:30 p.m.

**ADJOURNMENT**

With no further business before the Committee, Alderman Seifert made a motion and it was seconded by Alderman Beilke to adjourn. Upon voice vote, **THE MOTION CARRIED** unanimously and the meeting adjourned at 8:10 p.m.

**RESPECTFULLY SUBMITTED:**

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**Joseph Marchese**  
**Chairman**

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**Tina Beilke**  
**Alderman**

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**Joerg Seifert**  
**Alderman**