

AGENDA
Rescheduled Meeting
Municipal Services Committee
November 21, 2011
6:00 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **Ordinance – 1450 Plainfield Road, Midwest Foot and Ankle Center:**
Petitioner seeks approval of a special use to establish a medical clinic with the O Office zoning district
 - b. **Resolution -** Accepting a quote for Snow removal and deicing services for City Hall, Police Department and Heritage Center from UGX, Inc.
 - c. **Resolution –** Approval of an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2012 Street Maintenance Program in an amount not to exceed \$26,772.00
 - d. **Resolution –** Authorizing the Mayor and City Clerk to execute a contract with Rag’s Electric Company Inc. for the 2012/13 Street Light Maintenance contract beginning May 1, 2012 through April 30, 2013
 - e. **Discussion – Ditch Catalogue**
 - f. **Discussion – Budget Comparison to Actual Expenditures**
 - g. **Minutes –** October 24, 2011 – Municipal Services Committee
4. **Director’s Report**
 - a. **Discussion – Frontage Road Snow Removal**
5. **Next scheduled meeting –** December 27, 2011.
6. **Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: November 21, 2011

Issue Statement

PZC 2011-10: **1450 Plainfield Road, Midwest Foot and Ankle Center:** Petitioner seeks approval of a special use to establish a medical clinic within the O Office zoning district.

Applicable Regulations: Zoning Ordinance, Section 5A-9-2-4: Special Uses, O Office zoning district.
 Zoning Ordinance, Section 5A-2-2-9: Special Uses

General Information

Petitioner: Dr. Louis Chi
 2314 Downing
 Westchester, IL 60154

Property Owner: MMJR LLC
 Michael Benedetto
 1440 Maple Avenue, Suite 7B
 Lisle, IL 60532

Property Location: 1450 Plainfield Road

PIN: 09-28-404-042

Existing Zoning: O Office

Existing Land Use: Office building, multi-tenant building

Proposed Land Use: Medical clinic

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence – single-family homes
 South: R-2 Single-Family Residence and R-3 Multi-Family Residence – single-family homes and multi-family dwelling
 East: O Office – office building
 West: O Office – office building

Comprehensive Plan Update: Office

History: In 2000 and 2001, the City Council approved a rezoning from R-2 Single-Family Residence to O Office and a plat of subdivision creating the 3-lot office development.

Size of Property: 81,345.6 square feet

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage on Plainfield Road.

Documents Submitted

This report is based on the following information submitted to the Community Development Department by the petitioner:

1. Written description of use from petitioner.

Planning Overview/ Discussion

The subject property is located on the north side of Plainfield Road, at Bailey Road. The location is part of a development consisting of three office buildings.

The petitioner seeks special use approval to establish a medical clinic within the O Office zoning district. Per the Zoning Ordinance, special use approval is required for medical clinics within the O Office zoning district.

Special use approval requires a public hearing before the Planning and Zoning Commission. City Council approval is required.

Per the Zoning Ordinance, the special use request must address the following criteria for approval:

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design,

landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the planning and Zoning Commission and the Planning and Development Committee.

Staff Findings/Recommendations

Staff does not object to the proposed use. There is adequate parking to accommodate the proposed use, with adequate ingress/egress from the site. The proposed use will not impede the normal and orderly development and improvement of surrounding properties for permitted uses, and the proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2011-10 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.

Planning and Zoning Commission Review – November 16, 2011

The Planning and Zoning Commission considered this matter at its meeting on November 16, 2011. The following members were present: Beverly Meyer – Chairperson, Don Hickok, John Lind, Pauline Oberland, Ken Ritzert, Elizabeth Lahey-Secretary.

Members absent: Gloria Jiskra, Ron Kiefer, Ray Mielkus, Susan Vonder Heide, Michael Griffith – Senior Planner.

Chairperson Meyer reported that City staff was unable to attend the meeting. She reported that staff does not object to the proposed use and that there is adequate parking and adequate ingress and egress and that the proposed use will not impede the normal and orderly development and improvement of the surrounding property.

Mr. Michael DiBenedetto, 1440 Maple Avenue, Suite 7B, Lisle stated that he was the owner of the property representing the petitioners. Mr. DiBenedetto stated that the petitioners currently have an office in Oakbrook and that they would like to relocate to Darien. He stated that the foot and ankle practice will be open 3 days per week seeing approximately three to ten patients per day not all at the same time.

Chairperson Meyer questioned if there would be surgery performed on the premises.

Mr. DiBenedetto stated that he was not aware that there would be any surgery performed.

Commissioner Oberland questioned if the petitioners were MD's.

Mr. DiBenedetto stated that both petitioners were Medical Doctors.

Chairperson Meyer stated that she questioned if there would be surgery because there are clean room requirements that must be met.

Mr. DiBenedetto stated that he was unsure if there would be surgery performed but that he was informed that the new carpeting would be removed from two of the rooms and replaced with ceramic tile.

Chairperson Meyer questioned if medication would be stored in the office.

Commissioner Oberland stated that she did not believe that medication could be stored in the office.

Mr. DiBenedetto stated that he thought that medication would be given by prescription.

Commissioner Lind stated that the proposed business would not impact the parking.

Without further discussion, Commissioner Ritzert made a motion, and it was seconded by Commissioner Hickok that based upon the submitted petition and the information presented, the request associated with PZC 2011-10 is in conformance with the standards of the Darien City Code and move that the Planning and Zoning Commission approve the petition as presented.

Upon roll call vote, THE MOTION CARRIED unanimously 5-0. Commissioner Jiskra, Commissioner Mielkus and Commissioner Vonder Heide were not present.

Municipal Services Committee – November 21, 2011

The Staff has reviewed the comments as presented above and has contacted the petitioner. Below, please find the comments and responses:

1. Chairperson Meyer questioned if there would be surgery performed on the premises.

Mr. DiBenedetto stated that he was not aware that there would be any surgery performed.

Response: Staff had spoken with Dr. Chi on November 17, 2011 and Dr. Chi has stated that no surgeries will be performed on site.

2. Commissioner Oberland questioned if the petitioners were MD's.

Mr. DiBenedetto stated that both petitioners were Medical Doctors.

Response: Staff had spoken with Dr. Chi on November 17, 2011 and the petitioners are medical doctors.

3. Chairperson Meyer stated that she questioned if there would be surgery because there are clean room requirements that must be met.

Mr. DiBenedetto stated that he was unsure if there would be surgery performed but that he was informed that the new carpeting would be removed from two of the rooms and replaced with ceramic tile.

Response: See above response

4. Chairperson Meyer questioned if medication would be stored in the office.

Commissioner Oberland stated that he did not believe that medication could be stored in the office.

Mr. DiBenedetto stated that he thought that medication would be given by prescription.

Response: Staff had spoken with Dr. Chi on November 17, 2011 and Dr. Chi stated that no controlled narcotics would be stored on the premises.

5. Commissioner Lind stated that the proposed business would not impact the parking.

Response: The parking meets the requirements of the use.

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation:

Based upon the submitted petition and the information presented, the request associated with PZC 2011-10 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on November 16, 2011.

The Municipal Services Committee will consider this item at its meeting on November 21, 2011.

Please note this item will be placed under New Business for the City Council agenda on November 21, 2011. The Municipal Services Committee will forward the recommendation at the City Council meeting. The petitioners have requested Staff to expedite the meeting schedules.

U:\DCD\PLANNING & ZONING COMM\PZC CASES I-P\Plainfield Rd 1450.Midwest Foot and Ankle Center.PZC 2011-10\Memo.1450 Plainfield Rd.Midwest Foot and Ankle Center.msc.doc

Michael Griffith

From: Scott Coren
Sent: Monday, October 24, 2011 9:45 AM
To: Dr. Chi
Cc: Michael Griffith
Subject: RE: Occupancy permit

Thank you for this info, Dr. Chi.

Scott

From: Dr. Chi [mailto:midwestfootankle@sbcglobal.net]
Sent: Saturday, October 22, 2011 2:45 PM
To: Scott Coren
Subject: Occupancy permit

Hi Scott,

Sorry about the late e-mail. The original message didn't go through and bounced back for some reason. I didn't realize it until now.

Use of Office at 1450 Plainfield Rd. #6:

We are a podiatric medical practice which consists of myself and my wife, Ruth Songco-Chi, DPM. We have been in this practice for about 5 years. Our practice consists of treatment of foot and ankle disorders of all ages. We currently have office hours 3 1/2 days a week, and we employ 2 part-time employees. We average about 5-10 patients a day, as we are not usually in the office for the full day. We intend to keep the same hours and days when we move.

If there are any questions or if you need more info, please call me on my cell: 630-546-0427.

Thank you,
Louis Chi

10/24/2011

AGENDA MEMO
Municipal Services Committee
November 21, 2011

ISSUE STATEMENT

A resolution accepting a proposal from UGX Incorporated to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and de-icing services at the Municipal Complex as per the unit prices.

BACKGROUND

During the snow season, the department is responsible for the snow plowing and deicing operations at the Heritage Center and the City Hall grounds. The City crews currently plow the Municipal Complex parking lot only. Due to the required manpower for the snow plowing and deicing operations of the City's roadways, Staff is unable to perform snow removal and/or deicing operations from the sidewalks at the City Hall and the Heritage Plaza. Some of the costs generated for the services of Heritage Plaza are reimbursable to the City from the tenants.

Competitive quotes were requested for snow plowing services and/or deicing services and staff had received four quotes. See Attachment A. The lowest competitive quote was UGX Incorporated.

The proposed expenditure for the Municipal Complex will be expended from Account No 01-30-4223 and Account No 10-75-4227 for the Heritage Center. The total estimated costs for all snow related operations are estimated to be approximately \$11,500.00 pending weather events. See Attachment A. References for UGX Incorporated are not available. The company is a startup company and the owner is in the process of securing accounts. The owner has several commercial properties that he owns and plans on servicing with new equipment recently purchased.

STAFF RECOMMENDATION

The Municipal Services Committee will be meeting on this item prior to the City Council Meeting on November 21, 2011. Staff recommends approval of the proposed resolution. This item will be placed under New Business for the November 21, 2011 City Council Meeting.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed under New Business on the November 21, 2011 City Council agenda for formal approval.

SNOW PLOWING SERVICES CITY HALL AND HERITAGE CENTER

Description	All Star Maintenance	Mancione Improvements 1-4 Inches	Mancione Improvements 4-6 Inches	Mancione Improvements 6-8-Inches	Royal Oaks Landscaping	UGX, Inc	UGX, Inc Renegotiated
City Hall and Police Deapartment							
Sidewalk Clearing-Per Event	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 350.00	\$ 135.00	\$ 135.00
Salting of Sidewalk-Per Event	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 275.00	\$ 40.00	\$ 40.00
Total Costs	\$ 265.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 625.00	\$ 175.00	\$ 175.00
Heritage Center							
Parking Lot and Sidewalk Clearing-Per Event	\$ 155.00	\$ 125.00	\$ 200.00	\$ 275.00	\$ 175.00	\$ 212.50	\$ 210.00
Salting of Parking Lot and Sidewalk-Per Event	\$ 130.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 150.00	\$ 75.00	\$ 75.00
Total Costs	\$ 285.00	\$ 300.00	\$ 375.00	\$ 450.00	\$ 325.00	\$ 287.50	\$ 285.00

PROPOSED QUANTITY AND COSTS

Proposed Frequencies	All Star Maintenance	Mancione Improvements	Mancione Improvements	Mancione Improvements	Royal Oaks Landscaping	UGX, Inc	UGX, Inc
City Hall and Police Deapartment-Account 01-30-4223							
25	\$ 5,000.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 8,750.00	\$ 3,375.00	\$ 3,375.00
25	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00	\$ 6,875.00	\$ 1,000.00	\$ 1,000.00
Sub Total	\$ 6,625.00	\$ 5,375.00	\$ 5,375.00	\$ 5,375.00	\$ 15,625.00	\$ 4,375.00	\$ 4,375.00
Heritage Center-Account 10-75-4227							
25	\$ 3,875.00	\$ 3,125.00	\$ 5,000.00	\$ 6,875.00	\$ 4,375.00	\$ 5,312.50	\$ 5,250.00
25	\$ 3,250.00	\$ 4,375.00	\$ 4,375.00	\$ 4,375.00	\$ 3,750.00	\$ 1,875.00	\$ 1,875.00
Sub Total	\$ 7,125.00	\$ 7,500.00	\$ 9,375.00	\$ 11,250.00	\$ 8,125.00	\$ 7,187.50	\$ 7,125.00
Total Yearly Cost Estimate	\$ 13,750.00	\$ 12,875.00	\$ 14,750.00	\$ 16,625.00	\$ 23,750.00	\$ 11,562.50	\$ 11,500.00

Dan Gombac

From: Dan Gombac
Sent: Friday, November 11, 2011 3:20 PM
To: 'rickn@UGXonline.com'
Cc: Dan Salvato; Kris Throm; David Fell; Ashley Prueter; Scott Coren
Subject: Snow plowing services

Good afternoon Rick:

As per our conversation this afternoon you are the lowest competitive quote for the snow plowing and deicing services for the Heritage Center and City Hall/Police Department. We had also agreed upon a renegotiated per event price of \$210.00 from \$212.50 for the Parking Lot & Sidewalk Clearing for the Heritage Center. Dan Salvato, or his designee will be the contact person and his number is 630-417-2773. Prior to Dan S will contact you for a meet regarding protocols.

In respect to your comment regarding additional equipment in the event that the snow is not stackable, the Municipal services Dept will provide an end loader as required.

Please forward the Cert of Ins, with the City of Darien as an additional endorsement by no later than Nov 16, 2011 to Ashley Preuter.

Regards,

Daniel Gombac
Director of Municipal Services
630-353-8106

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM UGX INCORPORATED TO PROVIDE SNOW PLOWING AND DEICING SERVICES FOR THE PARKING LOT AND WALKWAYS AT THE DARIEN HERITAGE CENTER AND THE SIDE WALK PLOWING AND DEICING SERVICES AT THE MUNICIPAL COMPLEX AT THE PROPOSED SCHEDULE OF PRICES THROUGH APRIL 30, 2012

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from UGX Incorporated at the proposed schedule of prices to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and deicing services at the Municipal Complex through April 30, 2012, 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 21st day of November, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of November, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

2011/12 SNOW REMOVAL AND SALTING SERVICES

Vendor Name: UGX, INC.

The City of Darien is seeking quotes for the services of snow plowing, shoveling and deicing services for the following:

City Hall – 1702 Plainfield Road - Snow shoveling and salting of all sidewalks, stairs and entrances. The City will supply the salt for the awarded vendor.

Police Department – 1710 Plainfield Road - Snow shoveling and salting of all sidewalks, stairs and entrances. The City will supply the salt for the awarded vendor.

Heritage Center – 7515 South Cass Avenue - Snow plowing and salting of the parking lot and snow shoveling and salting of all sidewalks, and entrances. The vendor shall supply the salt for the parking lot and sidewalk.

Clearing shall begin after a 1 inch accumulation and each accumulation of 3 inches after that, until the snow event ends. Each clearing constitutes a separate payment.

City Hall and Police Department

Sidewalk clearing (per event)	\$ <u>135.00</u>
Salting of sidewalks (per event)	\$ <u>40.00</u>
City of Darien will provide the salt	
City of Darien will be responsible for plowing of parking lot	

Heritage Center

Parking lot & sidewalk clearing (per event)	\$ <u>212.50</u>
Parking lot & sidewalk salting (per event)	\$ <u>75.00</u>
Contractor to provide salt	

\$210.00

Total Costs \$ 462.50/CLEARING

Quotes due by Friday, November 11, 2011 at 11:00 a.m.

Contractor

Provides equipment & labor
Insurance
Proposal good through April 30, 2012

Submitted by:

<u>RICK NEUBAUER</u>	<u>11-10-11</u>
Contract Name	Date
<u>1449 CATON FARM ROAD, LOCKPORT, IL 60441</u>	<u>630.759.0007</u>
Address	Office Number
<u>RICKN@UGXONLINE.COM</u>	<u>630.816.6688</u>
E-mail address	Cell phone number

AGENDA MEMO
Municipal Services Committee
Re-Scheduled Meeting: November 21, 2011

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for the 2012 Street Maintenance Program in an amount not to exceed \$26,772.00.

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for the 2012 Street Maintenance Program. The following roads have been slated for the 2012 Street Maintenance Program:

PROPOSED 2012 ROAD PROGRAM						
	STREET	LIMIT	ROAD LENGTH	WIDTH	RATING	LAST REHAB
1	High Road	67 th Street to Plainfield Road	2950	18	65	1998
2	Poplar Lane*	Janet Avenue to Elm Street	840	19	53	1999
3	High Road	Plainfield Road to Janet Avenue	440	20	66	1998
4	Bentley Avenue*	71 st Street to 72 nd Street	480	20	66	1998
5	Arrow Lane	Portsmouth Drive to limit	600	29	65	1992
6	Comstock Lane	Walnut Drive to Nantucket Drive	900	28	65	1995
7	Hayenga Lane	Walnut Drive to Andermann Lane	980	28	66	1994
8	Andermann Lane	Hayenga Lane to Nantucket Drive	660	28	68	1994
9	Baker Court	Andermann Lane to limit	640	34	68	1996
10	Del Court	79 th Street to limit	400	38	65	1996
11	Clare Court	Darien Club Drive to limit	360	33	67	1996
12	Bantry Court	Darien Club Drive to limit	660	25	65	1996
13	Clover Court	Darien Club Drive to limit	350	28	65	1995
14	Irish Court	Darien Club Drive to limit	350	30	67	1995
15	Allison Lane	Cass Avenue to limit	335	37	66	1989
16	Exner Court	Exner Road to limit	160	50	67	1994
17	Cramer Lane	Brewer Road to Drover Lane	480	25	64	1998
18	Alden Lane	Brewer Road to Burgess Lane	760	30	69	1998
19	Burgess Lane	Drover Lane to limit	390	25	65	1998
20	Water Tower Lane	Pearson Drive to Sandalwood Drive	340	25	68	1996
21	Sandalwood Drive	Beller Drive to Water Tower Lane	600	25	66	1987
22	Donegal Drive	Meyers Wood Park to Donegal Court	1254	30	62	1995
23	Stewart Drive	Bailey Road to limit	1400	25	63	1996

2011 Street Maintenance Program

November 21, 2011

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24	Barrymore Drive	Bailey Road to Capra Trail	1500	25	69	1996
25	Pine Court	Greenbriar Lane to limit	600	29	65	1998
26	Maple Lane	Richmond Avenue to Clarendon Hills Road	2840	26	61	1997
27	Maple Lane CDS #1	Maple Lane to limit	180	80	67	1997
28	Maple Lane CDS #2	Maple Lane to limit	180	80	68	1997
29	Tamarack Drive	Richmond Avenue to Beechnut Lane	2200	26	64	1999
30	Robert Road	Oldfield Road to Donegal Drive	820	27	69	1995
31	Shannon Court	Robert Road to limit	325	40	70	1995
32	Sleepy Hollow Lane	Adams Street to Cass Avenue	1100	27	69	2000
		LN FEET	25,974			
		MILES	4.9			
	Options					
1	Public Works Parking Lot**	1041 S. Frontage Road	300	200		
2	Darien Pathway**	Cass Avenue to limit	800	23		
3	Capra Trail**	Barrymore Drive to limit	550	20		
4	Eagles Nest Subdivision**	All roads within subdivision	1000	25		
5	Mark DeLay School South Parking Lot and Kelly Circle**		190	80		
		Wilmette Avenue to limit	575	21		

* Pending Ditch project approval

** Private roadways/parking lots to be reimbursed

Attached please find an additional 2012 Road Program (By Rating) for informational purposes.

The proposed Engineering Agreement includes the following scope of services:

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

Total Engineering Cost for Task 1 - \$2,208.00

Task 2 – Preparation of Bid Booklet: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff input from the existing cores and the

field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Total Engineering Cost for Task 2 - \$12,960.00

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

Total Engineering Cost for Task 3 - \$1,440.00

Task 4 - CBBEL will advertise for bidding, distribute plans and specifications to bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Total Engineering Cost for Task 4 - \$4,164.00

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

Total Engineering Cost for Task 5 - \$6,000.00

Below, please find a summary cost for the above mentioned items:

Cost for Task 1-	\$ 2,208.00
Cost for Task 2-	\$12,960.00
Cost for Task 3-	\$ 1,440.00
Cost for Task 4-	\$ 4,164.00
Cost for Task 5-	<u>\$ 6,000.00</u>
Total cost	\$26,772.00

Funding for Engineering Services would be expended from the following line item of the FY11 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11 BUDGET	YEAR TO DATE TO BE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4325	CONSULTING PROFESSIONAL-ENG BID SPECS	\$ 30,000.00	\$ 3,514.00	\$ 26,772.00	\$(286.00)

Staff Recommendation

The Municipal Services Committee will be reviewing this item prior to the proposed budget meetings. The agreement allows the City Engineer to begin specifications early in the season with

the intentions of the best pricing. This item will be placed under new business on the December 5, 2011 agenda with a recommendation to be forwarded by the Committee Chairman to the City Council.

The Bid Specifications will not be released until the Funds for the proposed program are approved by the City Council. If the program is reduced the engineering cost as proposed for some of the tasks will also be reduced.

Tentative Schedule

Description/Task	Completion Date
Prepare Bid Specifications	December 2011
Bid Due Date	January 2012
Committee Agenda Contract Review/Approval	January/February 2012
Council Agenda Contract Review/Approval	February/March 2012
Execute Contract	March 2012
Start Layout	April 2012
Start Construction	Mid-May 2012
Completion	July 2012

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 5, 2011 City Council agenda for formal approval.

2012 PROPOSED ROAD PROGRAM (By Rating)

	STREET	LIMIT	ROAD LENGTH	WIDTH	RATING	LAST REHAB
1	Poplar Lane	Janet Avenue to Elm Street	840	19	53	1999
2	Maple Lane	Richmond Avenue to Clarendon Hills Road	2840	26	61	1997
3	Donegal Drive	Meyers Wood Park to Donegal Court	1254	30	62	1995
4	Stewart Drive	Bailey Road to limit	1400	25	63	1996
5	Cramer Lane	Brewer Road to Drover Lane	480	25	64	1998
6	Tamarack Drive	Richmond Avenue to Beechnut Lane	2200	26	64	1999
7	High Road	67 th Street to Plainfield Road	2950	18	65	1998
8	Arrow Lane	Portsmouth Drive to limit	600	29	65	1992
9	Comstock Lane	Walnut Drive to Nantucket Drive	900	28	65	1995
10	Del Court	79 th Street to limit	400	38	65	1996
11	Bantry Court	Darien Club Drive to limit	660	25	65	1996
12	Clover Court	Darien Club Drive to limit	350	28	65	1995
13	Burgess Lane	Drover Lane to limit	390	25	65	1998
14	Pine Court	Greenbriar Lane to limit	600	29	65	1998
15	High Road	Plainfield Road to Janet Avenue	440	20	66	1998
16	Bentley Avenue	71 st Street to 72 nd Street	480	20	66	1998
17	Hayenga Lane	Walnut Drive to Andermann Lane	980	28	66	1994
18	Allison Lane	Cass Avenue to limit	335	37	66	1989
19	Sandalwood Drive	Beller Drive to Water Tower Lane	600	25	66	1987
20	Clare Court	Darien Club Drive to limit	360	33	67	1996
21	Irish Court	Darien Club Drive to limit	350	30	67	1995
22	Exner Court	Exner Road to limit	160	50	67	1994
23	Maple Lane CDS #1	Maple Lane to limit	180	80	67	1997
24	Andermann Lane	Hayenga Lane to Nantucket Drive	660	28	68	1994
25	Baker Court	Andermann Lane to limit	640	34	68	1996
26	Water Tower Lane	Pearson Drive to Sandalwood Drive	340	25	68	1996
27	Maple Lane CDS #2	Maple Lane to limit	180	80	68	1997
28	Alden Lane	Brewer Road to Burgess Lane	760	30	69	1998
29	Barrymore Drive	Bailey Road to Capra Trail	1500	25	69	1996
30	Robert Road	Oldfield Road to Donegal Drive	820	27	69	1995
31	Sleepy Hollow Lane	Adams Street to Cass Avenue	1100	27	69	2000
32	Shannon Court	Robert Road to limit	325	40	70	1995
		LN FEET	25,974			
		MILES	4.9			
	Options					
1	Public Works Parking Lot	1041 S. Frontage Road	300	200		
2	Darien Pathway	Cass Avenue to limit	800	23		
3	Capra Trail	Barrymore Drive to limit	550	20		
	Mark DeLay School South Parking Lot and		190	80		
4	Kelly Circle	Wilmette Avenue to limit	575	21		

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND
CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO
EXCEED \$26,772.00
(2011 STREET MAINTENANCE)**

**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 certain Agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to 2012 Street Maintenance Program in an amount not to exceed \$26,772.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 5th day of December, 2011.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 5th day of December, 2011.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

October 14, 2011

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2012 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2012 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2012 Road Program will consist of resurfacing for the following streets:

PROPOSED 2012 ROAD PROGRAM	
STREET	ROAD LENGTH
High Road	2950
Poplar Lane	840
High Road	440
Bentley Ave (71st-72nd)	480
Arrow Lane	600
Comstock Lane	900
Hayenga Lane	980
Andermann Lane	660
Baker Court	640
Del Court	400
Clare Court	360

Bantry Ct	660
Clover Ct	350
Irish Ct	350
Allison Ln	335
Exner Ct	160
Cramer Ln	480
Alden Ln	760
Burgess Pl	390
Water Tower Ln	340
Sandalwood Dr	600
Donegal Dr	1254
Stewart Dr	1400
Barrymore Dr	1500
Pine Ct	600
Maple Ln	2840
Tamarack Drive	2200
Maple Lane (CDS #1)	180
Maple Lane (CDS #2)	180
Robert Road	820
Shannon Ct	325
Sleepy Hollow Lane	1100
LN FEET	26,074
MILES	4.94
Public Works Parking Lot	300 x 200
Darien Pathway Private Developer	800 x 23
Capri Trail – Baily Park	550 x 20
Mark Delay School Parking Lot	190 x 80, 575 x 21

Also, it is our understanding that the following from the list above will be options included in the bid booklet:

- Option 1 Public Works Parking Lot
- Option 2 Darien Pathway-Private Developer - 750 x 24 approx
- Option 3 Capri Trail – Bailey Park
- Option 4 Mark Delay School Parking Lot

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course,

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

The total length of streets to be resurfaced for the project is approximately 25,514 feet (4.83 miles).

SCOPE AND FEE

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

Engineer IV \$138/hr x 16 hrs = \$2,208

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

Engineer IV \$138/hr x 20 hrs = \$ 2,760
Engineer I/II \$102/hr x 100 hrs = \$10,200
Total \$12,960

TASK 3 – COORDINATION MEETINGS: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer IV \$138/hr x 2 meetings x 3 hrs = \$ 828
Engineer I/II \$102/hr x 2 meetings x 3 hrs = \$ 612
Total \$1,440

TASK 4 – BIDDING ASSISTANCE: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer IV \$138/hr x 4 hrs = \$ 552
Engineer I/II \$ 102/hr x 6 hrs = \$ 612
Direct Costs = \$3,000
Total \$4,164

TASK 5 – SAMPLING ANALYSIS – QUALITY ASSURANCE QUALITY CONTROL: Sampling Analysis-Quality Assurance Quality Control-The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency

Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

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

Task 1	Field Reconnaissance	\$ 2,208
Task 2	Preparation of Bid Booklet	\$12,960
Task 3	Coordination Meetings	\$ 1,440
Task 4	Bidding Assistance	\$ 4,164
Task 5	Sampling Analysis – Quality Assurance/Quality Control	<u>\$ 6,000</u>
	NOT TO EXCEED	\$26,772

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

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

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Encl. Schedule of Charges .
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.

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

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

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

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

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

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

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

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

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

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

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

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

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

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

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

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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AGENDA MEMO
Municipal Services Committee
November 21, 2011

ISSUE STATEMENT

A resolution authorizing the Mayor and City Clerk to execute a contract with Rag's Electric Company Inc. for the 2012/13 Street Light Maintenance Contract beginning May 1, 2012 through April 30, 2013.

Background/History

On November 8, staff had received five sealed bids for the 2012-13 street light maintenance contract. Attached, please find the bid tabulation, labeled as Attachment A, for costs to repair street lights, hourly rates for labor and equipment, and lamp costs. The attached tabulation also includes a pricing schedule for two additional option years. Below please find a summary of the items within the proposed contract and attached please find Attachment B-labeled as Proposed Cost Estimates for 2012-2014. Please note that all Options are budget pending.

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. **This item is budget pending .**

Option 9-Straightening of Concrete Poles-The following option relates to direct buried concrete light poles that require straightening. This work shall consist of removing the appropriate subgrade as to allow the light pole to be moved into a plumb position. The spoils removed shall be discarded and replaced with a screening aggregate material, fully compacted. The inventory included up to 50 direct buried concrete light poles and staff is proposing for budget consideration a total of all 50 to be completed this year. **This item is budget pending .**

Option 10-Clean and Inventory- This item would allow the awarded vendor to clean and inventory 616 street lights. Staff is proposing for budget consideration a total of 200 to be completed this year. **This item is budget pending.**

The Street Light Contract was further bid for 2 additional option years, 2013 and 2014. Upon performance review, an extension would be entertained at a future date through the Committee and the City Council. Attached please find a vendor summary for the proposed 2012 through 2014 Street Light Maintenance Contract.

Funding for the Street Light Services would be expended from the following line item of the FY 12/13 Budget, pending approval:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 12/13 BUDGET-TBD	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

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 December 19, 2011 City Council meeting.

CITY OF DARIEN PUBLIC WORKS
 1703 PLAINFIELD ROAD
 DARIEN, IL 60561

SEALED BID: 2012-2014 Street Light Maintenance

OPENING DATE/TIME: November 8, 2011 @ 10:00 a.m.

ITEM	DESCRIPTION	Rag's Electric Co., Inc.		H & H Electric		Meade Electric	
		\$		\$		\$	
	Part A - 2012	\$ 37,608.00		\$ 72,804.20		\$ 85,651.00	\$ -
	Part B - 2012	\$ 2,733.00		\$ 4,726.00		\$ 5,876.00	
	Total 2012	\$ 40,341.00		\$ 77,530.20		\$ 91,527.00	
	Part A - 2013	\$ 36,677.00		\$ 68,912.90		\$ 72,672.00	
	Part B - 2013	\$ 2,867.00		\$ 4,866.10		\$ 6,102.00	
	Total 2013	\$ 39,544.00		\$ 73,779.00		\$ 78,774.00	
	Part A - 2014	\$ 38,625.00		\$70,950.30		\$74,692.00	
	Part B - 2014	\$ 3,020.00		\$ 5,010.60		\$ 6,327.00	
	Total 2014	\$ 41,645.00		\$75,960.90		\$81,019.00	
	Total	\$ 243,060.00		\$ 454,540.20		\$ 502,640.00	\$ -

ITEM	DESCRIPTION	Gaffney's PMI		Lyons Electric	
		\$		\$	
	Part A - 2012	\$ 66,655.00		\$ 57,497.00	
	Part B - 2012	\$ 3,445.00		\$ 3,297.00	
	Total 2012	\$ 70,100.00		\$ 60,794.00	
	Part A - 2013	\$ 64,295.00		\$ 52,272.00	
	Part B - 2013	\$ 3,495.00		\$3,397.00	
	Total 2013	\$ 67,790.00		\$ 55,669.00	
	Part A - 2014	\$ 66,605.00		\$ 61,372.00	
	Part B - 2014	\$ 3,555.00		\$ 3,522.00	
	Total 2014	\$ 70,160.00		\$ 64,894.00	
	Total	\$ 208,050.00		\$ 181,357.00	

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A
CONTRACT FOR THE 2012 STREET LIGHT MAINTENANCE PROGRAM
BETWEEN THE CITY OF DARIEN AND RAG'S ELECTRIC COMPANY INC.**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a Contract for the 2012 Street Light Maintenance Program, between the City of Darien and Rag's Electric Company Inc., attached hereto as Exhibit A.

SECTION 3: 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 19th day of December 2011.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 19th day of December 2011.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Vendor Information

The Maintenance Contract shall begin on May 1, 2012 and be in effect until April 30, 2013. Two optional contract extensions may be considered and will be reviewed for recommendation by March of the respective subsequent year.

TO BE COMPLETED BY VENDOR

COMPANY NAME: Rag's Electric Company, Inc

CONTACT PERSON: Richard A Grant

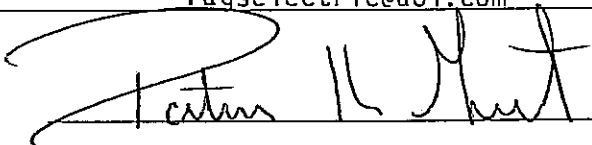
ADDRESS: 16244 Bluff Road

CITY, STATE, ZIP CODE: Lemont, IL 60439

TELEPHONE NUMBER: Office 630-739-7247 Mobile 630-327-6402

FACSIMILE NUMBER: 630-737-7424

E-MAIL ADDRESS ragselectric@aol.com

AUTHORIZED SIGNATURE: 

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
2012 PRICING					
1	Cost to repair Street Light Outage – Includes travel time, labor, equipment & light bulb)	Each	125	\$125.00	\$15,625.00
	Cost to supply, remove and replace ballast (Includes travel time, labor, equipment & ballast)	Each	25	\$180.00	\$4,500.00
	Cost to supply, remove and replace fuse kit (Includes travel time, labor, equipment & fuse kit)	Each	25	\$35.00	\$875.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$80.00	\$80.00
	Journeyman – Over Time	HR	1	\$100.00	\$100.00
	Helper – Straight Time	HR	1	\$40.00	\$40.00
	Helper – Over Time	HR	1	\$60.00	\$60.00
	Bucket Truck	HR	1	\$20.00	\$20.00
	Lift Truck	HR	1	\$2.00	\$2.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3	Material Costs – High Pressure Sodium:				
	Brand:				
	100 Watt	Ea.	1	\$8.00	\$8.00
	150 Watt	Ea.	1	\$8.00	\$8.00
	200 Watt	Ea.	1	\$10.00	\$10.00
	250 Watt	Ea.	1	\$10.00	\$10.00
4	Material Costs – Mercury Vapor:				
	Brand:				
	100 Watt	Ea.	1	\$5.00	\$5.00
	175 Watt	Ea.	1	\$5.00	\$5.00
	250 Watt	Ea.	1	\$6.00	\$6.00
5	Material Costs – Mercury Halide:				
	Brand:				
	100 Watt	Ea.	1	\$22.00	\$22.00
	175 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
6-option	Purchase and Installation of Street Light Aluminum pole 25' height with 8' arm -	Ea.	2	2,400.00	\$4,800.00
7-option	Purchase and Installation of Street Light Concrete pole 25' height with 8' arm -	Ea.	2	2,800.00	\$5,600.00
8-option	Unit cost for Uniduct per foot - 1 1/2" – XLP-USP with 3 #6 Copper Wires	Ft.	200	\$3.00	\$600.00
9-option	Straightening of Concrete Light Poles	Ea.	50	\$100.00	\$5,000.00
10-option	Clean and Inventory	Ea.	200	\$1.00	\$200.00
Part A Sub-Total					\$37,608.00

NOTE TO ALL CONTRACTORS: The bid tabulations will be based upon Total Cost of items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

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
2013 PRICING					
1	Cost to repair Street Light Outage – Includes travel time, labor, equipment & light bulb)	Each	125	\$130.00	\$16,250.00
	Cost to supply, remove and replace ballast (Includes travel time, labor, equipment & ballast)	Each	25	\$190.00	\$4,750.00
	Cost to supply, remove and replace fuse kit (Includes travel time, labor, equipment & fuse kit)	Each	25	\$38.00	\$950.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$84.00	\$84.00
	Journeyman – Over Time	HR	1	\$105.00	\$105.00
	Helper – Straight Time	HR	1	\$42.00	\$42.00
	Helper – Over Time	HR	1	\$62.00	\$62.00
	Bucket Truck	HR	1	\$20.00	\$20.00
	Lift Truck	HR	1	\$2.00	\$2.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3	Material Costs – High Pressure Sodium:				
	Brand:				
	100 Watt	Ea.	1	\$8.50	\$8.50
	150 Watt	Ea.	1	\$8.50	\$8.50
	200 Watt	Ea.	1	\$10.50	\$10.50
	250 Watt	Ea.	1	\$10.50	\$10.50
4	Material Costs – Mercury Vapor:				
	Brand:				
	100 Watt	Ea.	1	\$5.25	\$5.25
	175 Watt	Ea.	1	\$5.25	\$5.25
	250 Watt	Ea.	1	\$6.50	\$6.50
5	Material Costs – Mercury Halide:				
	Brand:				
	100 Watt	Ea.	1	\$23.00	\$23.00
	175 Watt	Ea.	1	\$13.00	\$13.00
	250 Watt	Ea.	1	\$13.00	\$13.00
6-option	Purchase and Installation of Street Light Aluminum pole 25' height with 8' arm -	Ea.	2	2,600.00	\$5,200.00
7-option	Purchase and Installation of Street Light Concrete pole 25' height with 8' arm -	Ea.	2	3,000.00	\$6,000.00
8-option	Unit cost for Uniduct per foot - 1 1/2" – XLP-USP with 3 #6 Copper Wires	Ft.	200	\$3.50	\$700.00
9-option	Straightening of Concrete Light Poles	Ea.	20	\$110.00	\$2,200.00
10-option	Clean and Inventory	Ea.	200	\$1.00	\$200.00
Part A Sub-Total					\$36,677.00

NOTE TO ALL CONTRACTORS: The bid tabulations will be based upon Total Cost of items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

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
2014 PRICING					
1	Cost to repair Street Light Outage – Includes travel time, labor, equipment & light bulb)	Each	125	\$137.00	\$17,125.00
	Cost to supply, remove and replace ballast (Includes travel time, labor, equipment & ballast)	Each	25	\$200.00	\$5,000.00
	Cost to supply, remove and replace fuse kit (Includes travel time, labor, equipment & fuse kit)	Each	25	\$40.00	\$1,000.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$88.00	\$ 88.00
	Journeyman – Over Time	HR	1	\$110.00	\$110.00
	Helper – Straight Time	HR	1	\$44.00	\$44.00
	Helper – Over Time	HR	1	\$65.00	\$65.00
	Bucket Truck	HR	1	\$20.00	\$20.00
	Lift Truck	HR	1	\$2.00	\$2.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3	Material Costs – High Pressure Sodium:				
	Brand:				
	100 Watt	Ea.	1	\$9.00	\$9.00
	150 Watt	Ea.	1	\$9.00	\$9.00
	200 Watt	Ea.	1	\$11.00	\$11.00
	250 Watt	Ea.	1	\$11.00	\$11.00
4	Material Costs – Mercury Vapor:				
	Brand:				
	100 Watt	Ea.	1	\$5.50	\$5.50
	175 Watt	Ea.	1	\$5.50	\$5.50
	250 Watt	Ea.	1	\$7.00	\$7.00
5	Material Costs – Mercury Halide:				
	Brand:				
	100 Watt	Ea.	1	\$25.00	\$25.00
	175 Watt	Ea.	1	\$15.00	\$15.00
	250 Watt	Ea.	1	\$15.00	\$15.00
6-option	Purchase and Installation of Street Light	Ea.	2	2,750.00	\$5,500.00
	Aluminum pole 25' height with 8' arm -				
7-option	Purchase and Installation of Street Light	Ea.	2	3,150.00	\$6,300.00
	Concrete pole 25' height with 8' arm -				
8-option	Unit cost for Uniduct per foot -	Ft.	200	3.75	\$,750.00
	1 1/4" – XLP-USP with 3 #6 Copper Wires				
9-option	Straightening of Concrete Light Poles	Ea.	20	115.00	\$2,300.00
10-option	Clean and Inventory	Ea.	200	1.00	200.00
Part A Sub-Total					\$38,625.00

NOTE TO ALL CONTRACTORS: The bid tabulations will be based upon Total Cost of items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10.

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: Rag's Electric Company

Print Name: _____

Print Name: Patricia K Grant

Title: Mayor

Title: President

Date: _____

Date: 11-04-11

AGENDA MEMO
Municipal Services Committee
November 21, 2011

ISSUE STATEMENT

Discussion followed by Recommendation-The Committee is requested to review the revised Ditch Catalogue.

BACKGROUND

At the August 22, 2011 Municipal Services Committee meeting the Committee recommended that Staff implement a rating system for the Ditch Maintenance Program. Attached is a copy of the Weighted Rating System- labeled as Attachment 1, and the updated Ditch Maintenance Catalogue.

Please recall the practice to date utilized the following criteria:

Top Priority- Foremost importance to complete an unimproved ditch prior to road reconstruction to avoid future damage to road caused by ditch reconstruction or sheet flow of storm water through a roadway.

High Priority - Replacement of deteriorated infrastructure and/or improvement of storm water drainage which directly affects properties or impacts residents. This category also includes safety concerns such as icing and ongoing ponding/drainage concerns.

Low Priority- General Maintenance and repair of storm water drainage infrastructure, which may affect properties and roadways.

STAFF RECOMMENDATION

Staff is requesting funding consideration for the following ditches to be completed in 2012:

Poplar Lane
Sunrise Avenue
Gail Avenue

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

Pending discussion, this item will be presented at the upcoming Budget Workshop.

ROAD NAME WITH LIMITS	MARION HILLS NORTH - DALE ROAD	
SURVEY DATE		
NUMBER OF PROPERTIES		
DESCRIPTION	WEIGHT FACTOR	FIELD SCORE
1. The roadway has been scheduled for a resurfacing project in 2 years.		
Criterion 1a- Scheduled for a resurfacing project in 2 years, and has a road rating less than 72.	5	
Criterion 1b - Not scheduled within the 2-year time frame, and has a road rating less than 72.	3	
Criterion 1c - Not scheduled within the 2-year time frame, and has a road rating greater than 71.	0	
2. Ditches are inundated with storm water after 24 hours due to negative ditch storm water conveyance. Documentation required for the events of inundation through the work order system.		
Criterion 2a - No ditches affected	0	
Criterion 2b - 25% ditches affected	2	
Criterion 2c - 50% ditches affected	3	
Criterion 2d - 75% or more ditches affected	5	
3. Storm water sheet flows across the roadway during storm events causing premature failure of the roadway.		
Criterion 3a - No roadways affected	0	
Criterion 3b - 25% roadways affected	2	
Criterion 3c - 50% roadways affected	3	
Criterion 3d - 75% or more roadways affected	5	
4. Roadways/Right of ways freeze after 24 hrs due to negative storm water conveyance due to freeze/thaw cycles. Documentation required for the freeze events through the work order system.		
Criterion 4a - No ditches affected	0	
Criterion 4b - 25% ditches affected	3	
Criterion 4c - 50% ditches affected	5	
Criterion 4d - 75% or more ditches affected	10	
5. The existing culverts and storm conveyance structures are deteriorated.		
Criterion 5a- No culverts and storm conveyance structures are deteriorated	0	
Criterion 5b - 25% of culverts and storm conveyance structures are deteriorated	3	
Criterion 5c - 50% of culverts and storm conveyance structures are deteriorated	5	
Criterion 5d - 75% of culverts and storm conveyance structures are deteriorated	10	
6. Storm water infrastructure traversing roadway		
Criterion 6a - No infrastructure traversing roadway	0	
Criterion 6b- Infrastructure traversing roadway is in good condition	0	
Criterion 6c - 25 to 50% of infrastructure traversing the roadway is deteriorated and the road is <u>not</u> scheduled to be resurfaced within two years	5	
Criterion 6d - More than 50% of infrastructure traversing the roadway is deteriorated and the road is <u>not</u> scheduled to be resurfaced within two years	10	
Criterion 6e - 25 to 50% of infrastructure traversing the roadway is deteriorated and the road is scheduled to be resurfaced within two years	15	

ROAD NAME WITH LIMITS		MARION HILLS NORTH - DALE ROAD	
SURVEY DATE			
NUMBER OF PROPERTIES			
DESCRIPTION	WEIGHT FACTOR	FIELD SCORE	
Criterion 6f - More than 50% of infrastructure traversing the roadway is deteriorated and the road is scheduled to be resurfaced within two years	20		
7. Existing ditch has a negative effect on side yard drainage			
Criterion 7a - No negative effect on side yard drainage	0		
Criterion 7b - 25% of ditches have negative effect on side yard drainage	3		
Criterion 7c - 50% of ditches have negative effect on side yard drainage	4		
Criterion 7d - 75% of ditches have negative effect on side yard drainage	5		
8. Existing ditch condition causes structure flooding. Documentation required			
Criterion 8a - Ditch condition causes no structure flooding	0		
Criterion 8b - Ditch condition causes flooding to detached non-residential structures	5		
Criterion 8c - Ditch condition causes flooding in nonliving quarters of homes	10		
Criterion 8d - Ditch condition causes flooding in living quarters of homes	15		
9. Existing storm conveyance structures are a safety concern to pedestrians and motorists			
Criterion 9a - Existing storm conveyance structures are not a safety concern to pedestrians and motorists	0		
Criterion 9b - Existing storm conveyance structures are a safety concern to pedestrians and motorists	10		
10. Benefit ratio - average number of residences per 500 foot length of the road (Number of residences facing the road divided by the length of the road in feet multiplied by 500)			
Criterion 10a - zero	0		
Criterion 10b - 1 to 6	3		
Criterion 10c - 7 to 12	5		
Criterion 10d - More than 12	10		
11. Will the ditch improvement project have any negative impacts on ditches and properties downstream?			
Criterion 11a - No negative impacts	5		
Criterion 11b - May have negative impacts	3		
Criterion 11c - Will definitely have negative impacts	0		
TOTAL WEIGHT- (100 POINTS MAXIMUM)	100	0	

DITCH RATING PROGRAM SUMMARY

Number	ROAD NAME WITH LIMITS	WEIGHT FACTOR	FIELD SCORE	DITCH PROJECT COMPLETED
1	MARION HILLS SOUTH - SUNRISE AVENUE	100	68	
2	MARION HILLS NORTH - ELEANOR PLACE	100	66	
3	MARION HILLS SOUTH - POPLAR LANE*	100	60	
	*Road designated for resurfacing in 2012			
4	BROOKHAVEN #1 - GAIL AVENUE	100	60	
5	MARION HILLS NORTH - 68TH STREET	100	57	
6	MARION HILLS SOUTH - CAPITAL DRIVE	100	55	
7	MARION HILLS NORTH - BROOKBANK ROAD	100	53	
8	MARION HILLS NORTH - 69TH STREET	100	49	
9	MARION HILLS NORTH - ROGER ROAD	100	49	
10	CLAREFIELD - ALABAMA AVENUE	100	49	
11	MARION HILLS SOUTH - 74TH PLACE	100	48	
12	PLAINFIELD HIGHLANDS - 73RD STREET	100	48	
13	CARRIAGE HILL -OLDFIELD RD (Frontage 1400')	100	48	
14	CLAREFIELD - CHESTNUT LN (RICHMOND-ALABAMA)	100	46	
15	BROOKHAVEN #1 - BROOKHAVEN AVENUE	100	46	
16	PLAINFIELD HIGHLANDS - 72ND STREET	100	45	
17	PLAINFIELD HIGHLANDS - TENNESSEE AVENUE	100	45	
18	CLAREFIELD - TENNESSEE AVENUE (67TH-CHESTNUT)	100	41	
19	MARION HILLS NORTH - CLARENDON HILLS ROAD	100	40	
20	MARION HILLS NORTH - IRIS ROAD	100	38	
21	MARION HILLS NORTH - PEONY PLACE	100	38	
22	MARION HILLS NORTH - HOLLY AVE (Brookbank-High)	100	38	
23	CLAREFIELD - 67TH STREET	100	38	
24	PLAINFIELD HIGHLANDS - BENTLEY AVE (71ST-72ND)	100	36	
25	MARION HILLS SOUTH - CREST ROAD	100	35	
26	CARRIAGE HILL -OLDFIELD RD (800')	100	35	
27	MARION HILLS NORTH - DALE ROAD	100	34	
28	CLAREFIELD - BENTLEY AVENUE (67TH-CHESTNUT)	100	33	
29	PLAINFIELD HIGHLANDS - BENTLEY AVE (72ND-73RD)	100	33	
30	CARRIAGE HILL -87TH ST (Lemont-Washington)	100	32	
31	MARION HILLS SOUTH - ELEANOR PL (JANET-PLAINFIELD)	100	28	
32	MARION HILLS SOUTH - ELM STREET	100	20	
33	NORTH OF 67TH STREET - BENTLEY AVE	100	20	
34	NORTH OF 67TH STREET - WESTERN AVE	100	20	
35	BROOKHAVEN #1 - LINDEN AVENUE	100	15	2009
36	CARRIAGE HILL -ANDRUS RD (Frontage to 66)	100	15	
37	MARION HILLS NORTH - HIGH ROAD	100	13	2011
38	MARION HILLS SOUTH - HIGH ROAD	100	13	2011
39	MARION HILLS SOUTH - JANET AVENUE	100	12	2006
40	NORTH OF 67TH STREET - TENNESSEE AVE	100	11	
41	MARION HILLS NORTH - HOLLY AVE (High - Crest)	100	10	2007
42	MARION HILLS SOUTH - ELEANOR PL (ELM-JANET)	100	10	2009

43	CLAREFIELD - WESTERN AVENUE (67TH-CHESTNUT)	100	10	2009
44	CLAREFIELD - LEONARD DRIVE (67TH-CHESTNUT)	100	10	2009
45	PLAINFIELD HIGHLANDS - LEONARD DRIVE	100	10	2008
46	BROOKHAVEN #1 - WALNUT DR (WARWICK-942)	100	10	2009
47	BROOKHAVEN #1 - JANET AVE (WARWICK-E)	100	10	2008
48	BROOKHAVEN #1 - JANET AVE (GAIL-WARWICK)	100	10	2008
49	BROOKHAVEN #1 - WARWICK DRIVE	100	10	2008
50	MARION HILLS NORTH - CREST ROAD	100	8	2007
51	MARION HILLS SOUTH - BROOKBANK ROAD	100	8	2010
52	MARION HILLS SOUTH - EVANS PLACE	100	8	2010
53	NORTH OF 67TH STREET - RICHMOND AVE	100	8	2010
54	HINSBROOK - 71ST STREET (Richmond-Comm Park)	100	8	
55	PLAINFIELD HIGHLANDS - WESTERN AVENUE	100	8	2010
56	BROOKHAVEN #1 - JUNIPER LN (Warwick-E)	100	8	2009
57	PINE PARKWAY -ADAMS ST (dead end)	100	8	2009
58	MARION HILLS SOUTH - ELEANOR PL (74th-Elm Street)	100	7	
59	MARION HILLS SOUTH - 75TH ST BASIN (75th-Elm Street)	100	5	2008
60	CARRIAGE HILL -ANDRUS RD (Oldfield to 66)	100	5	
61	DARIEN WOODS -KEARNEY RD	100	0	

Evaluation completed in November, 2011

Number	Location	Ditch	Ditch Length (feet)	Total length completed to date	Street Length (feet)	Year Last Street Rehab	Most Recent Ditch Rehab	Ditch Drainage Rating	Road Cond. Rating
I	Marion Hills North								
1	Dale Road	yes	1720		860	2003		34	78
2	Iris Road	yes	2480		1240	1999		38	74
3	68th Street	yes	4200		2100	2000		57	73
4	69th Street	yes	4600		2300	2001		49	75
5	Peony Place	yes	1320		660	2002		38	77
6A	Holly Avenue (Brookbank-High)	yes	810		1660	2002		38	73
6B	Holly Avenue (High-Crest)	yes	825	825		2002	2007	10	73
7	Roger Road	yes	2240		1120	1999		49	70
8	Brookbank Road	yes	2300		1150	1997		53	69
9	High Road	yes	5900	5900	2950	1998	2011	13	65
10	Eleanor Place	yes	2100		1050	1997		66	70
11	Crest Road	yes	4400	4400	2200	2008	2007	8	88
12	Clarendon Hills Rd (67th-71st)	yes	5280		2640	2001		40	78
13	Clarendon Hills Rd (71st-75th)	NO			2640	2001			80
	Total Feet		38175	11125					
	Total Ditch Miles		7.2	2.1					

Number	Location	Ditch	Ditch Length (feet)	Total length completed to date	Street Length (feet)	Year Last Street Rehab	Most Recent Ditch Rehab	Ditch Drainage Rating	Road Cond. Rating
III	Clarefield								
1	Alabama Avenue	yes	2186		1093	2000		49	77
2	Tennessee Ave	yes	2186		1093	2000		41	80
3	Bentley Ave	yes	2186		1093	2000		33	80
4	Western Ave	yes	2186	2186	1093	1984	2009	10	90
5	Leonard Drive	yes	2186	2186	1093	1984	2009	10	90
6	Chestnut Ln (Rich-Alabama)	yes	4600		2300	2000		46	74
7	67th Street	yes	10560	700	5280	2007	partial 2005	38	82
	Total Feet		26090	5072					
	Total Ditch Miles		4.9	0.96					

Number	Location	Ditch	Ditch Length (feet)	Total length completed to date	Street Length (feet)	Year Last Street Rehab	Most Recent Ditch Rehab	Ditch Drainage Rating	Road Cond. Rating
VI	North of 67th St								
1	Tennessee Ave	partial	760		760	2007		11	87
2	Bentley Ave	yes	1300		650	2003		20	74
3	Western Ave	partial	340		340	2004		20	75
4	Richmond Ave	yes	794		397	1996	2010	8	90
	Total Feet		3194	0					
	Total Ditch Miles		0.6	0.0					

Number	Location	Ditch	Ditch Length (feet)	Total length completed to date	Street Length (feet)	Year Last Street Rehab	Recent Ditch Rehab	Ditch Drainage Rating	Road Cond. Rating
VII	Hinsbrook								
1	71st Street (Rich-Comm Park)	yes	2000	0	5280		2002	8	77
	Total Feet		2000	0					
	Total Ditch Miles		0.4	0.0					

Number	Location	Ditch	Ditch Length (feet)	Total length completed to date	Street Length (feet)	Year Last Street Rehab	Most Recent Ditch Rehab	Ditch Drainage Rating	Road Cond. Rating
XIII	Brookhaven #1								
1	Juniper Ln (Warwick-E)	yes	600	600	300	2009	2009	8	90
2	Juniper Ln (Stratford-W)	NO		N/A	180	2009	N/A		90
3	Walnut Dr (Warwick-942)	yes	400		200	2006	2009	10	
4	Brookhaven Avenue	yes	2640		1320	2005		46	76
5	Janet Ave (Warwick-E)	yes	1120	1120	560	2009	2008	10	89
6	Janet Ave (Gail-Warwick)	yes	840	840	420	2009	2008	10	90
7	Linden Avenue	yes	2840	2840	1420	1983	2009	15	90
8	Gail Avenue	yes	2480		1240	2005		60	74
9	Warwick Dr	yes	3800	3800	1900	2009	2008	10	89
	Total Feet		14720	9200					
	Total Ditch Miles		2.8	1.7					

Number	Location	Ditch	Ditch Length (feet)	Total length completed to date	Street Length (feet)	Year Last Street Rehab	Most Recent Ditch Rehab	Ditch Drainage Rating	Road Cond. Rating
XXXV	Pine Parkway								
1	Adams St (dead end)	yes	1680	1680	840	2009	2009	8	89
	Total Feet		1680	1680					
	Total Ditch Miles		0.3	0.3					

CITY OF DARIEN DITCH MAINTENANCE PLAN

SUMMARY SHEET		2006	2007	2008	2009	2010	2011
PAGE NO.	SUBDIVISION	TOTAL APPROX CITY LINEAL DITCH MILES	TOTAL LENGTH COMPLETED TO DATE				
D1	Marion Hills North	7.23	2.11	1.00			1.10
D2	Marion Hills South	5.42	2.77	0.19	0.92	0.44	0.16
D3	Clarefield	4.94	0.96		0.82		
D4	North of 67th Street	0.60	0.00			0.15	
D5	Hinsbrook	0.38	0.00				
D6	Plainfield Highlands	2.88	0.63	0.63		0.54	
D7	Brookhaven 1	2.79	1.74	1.09	0.65		
D8	Carrige Hill	1.88	0.00				
D9	Pine Parkway	0.32	0.32		0.32		
D10	Darien Wood	0.1	0.00				
	TOTAL MILES	26.54	8.53	1.91	2.71	1.13	1.26
	PERCENT COMPLETED	0.32					

AGENDA MEMO
Municipal Services Committee
November 21, 2011

ISSUE STATEMENT

A discussion regarding to date budget comparisons to actual expenditures.

BACKGROUND/HISTORY

The Municipal Services Committee requested a six month review regarding actual expenditures in comparison to the FY11 Budget. Attached and labeled as pages 3-4 is a summary of capital project expenditures and larger budget items. The spreadsheets have been formatted with labeled columns and rows for easy reference. The columns are labeled as follows:

- A. Item or Project-Identifies the designated Project or Program
- B. Account Number-Identifies the designated account for the project. Please note several projects/programs share the same account numbers. (e.g. Drainage Improvements)
- C. Amount Budgeted-Represents the City Council approved expenditure allocation as of May 1, 2011.
- D. City Council Approved Funds-Represents the approved Committee and City Council expenditure for the project or program and is based on the results of a competitive bid/quote through an Agenda Memo.
- E. Actual Expenditure-Represents the final cost of a project. Please note there are several accounts where total expenses will not be finalized until April 30, 2012, e.g. Street Light Maintenance, Rock Salt (pending winter conditions), 2012 Road Maintenance Core Engineering Agreement.
- F. Difference Between Actual Expenditure (Column E) and City Council Approved (Column D)-This item reflects, in dollars, the difference between the final expenditure and City Council approved expenditure.
- G. Difference Between Actual Expenditure (Column E) and City Council Approved (Column D)-This item reflects, as a percentage, the difference between the final expenditure and City Council approved expenditure.
- H. Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available-This item represents the funds available.
- I. Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available-This item represents the percentage available.
- J. Comments-Presents Staffs Comments

The Municipal Services Department oversees an expenditure budget of approximately \$8.5 to \$10 Million dollars annually. Please note that Staff begins project estimates six to eight months prior to the fiscal year, and maintains a conservative approach towards estimating for budgets. City staff envisions that many of our bid/quote estimates for FY13 will have a 0-5% increase due to the current economic conditions. Staff is also suggesting that the bid process for the 2012 Road Maintenance Program and Concrete Program continue to be bid in the first quarter of 2012. This year City staff was able to identify cost saving opportunities on various project and equipment. Many of the department's projects are unit based and unforeseen field conditions could occur therefore dictating changes in quantities and material that affect the bottom line.

STAFF RECOMMENDATION

Staff will continue to review estimating practices and aggressively seek economies of scale for products and services. Additional feedback and discussion to be presented by the Committee.

ALTERNATE DECISION

Item is for discussion only and/or as recommended by the Committee.

DECISION MODE

None

1	A	B	C	D	E	F	G	H	I	J	K
2	Item or Project	Account No.	Amount Budgeted	City Council Approved Funds	Actual Expenditure	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as Funds	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as a Percentage	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Percentage	Contingency-Not Used	Comments
3	Barricades - Fourth of July	01-30-4257	\$ 2,500.00	\$ 2,500.00	\$ 490.00	\$ 2,010.00	N/A	N/A	N/A	N/A	
4	Barricades - Darien Fest	01-30-4257			\$ 967.00	\$ 1,043.00	N/A	N/A	N/A	N/A	
5	Total		\$ 2,500.00	\$ 2,500.00	\$ 1,457.00	\$ 1,043.00	41.72%	\$ 1,043.00	41.72%	N/A	Competitive Bid Results
5	Tree and Stump Removal	01-30-4375	\$ 99,490.00	\$ 99,490.00	\$ 99,319.00	\$ 171.00	0.17%	\$ 171.00	0.17%	N/A	No Comment
6	Tub Grinder	01-30-4243	\$ 8,000.00	\$ 8,000.00	\$ 3,341.00	\$ 4,659.00	58.24%	\$ 4,659.00	58.24%	N/A	Surplus Suuply of Double Ground Chips did not warrant further expense
7	Sidewalk Program	25-35-4380	\$ 79,300.00	\$ 79,300.00	\$ 61,481.00	\$ 17,819.00	22.47%	\$ 17,819.00	22.47%	N/A	The sidewalk program is now on maintenance schedule and field inventory identified a reduction for this line item.
8	Curb and Gutter Program	25-35-4383	\$ 341,450.00	\$ 341,450.00	\$ 322,375.00	\$ 19,075.00	5.59%	\$ 19,075.00	5.59%	N/A	
9	Total		\$ 420,750.00	\$ 420,750.00	\$ 383,856.00	\$ 36,894.00	8.77%	\$ 36,894.00	8.77%	N/A	
10											
11	Crack Seal/Fill Program	25-35-4382	\$ 74,250.00	\$ 56,700.00	\$ 56,700.00	\$ -	0.00%	\$ 17,550.00	23.64%	N/A	Competitive Bid Results-
12											
13	Plant 4 - Drywall repair - painting	02-50-4223	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	0.00%	\$ -	0.00%	N/A	No Comment
14											
15	Salt Dome-remainder										Funding appropriated from road salt bid savings
16	Concrete Apron	03-60-4243	\$ 9,500.00	\$ 9,500.00	\$ 9,314.75					N/A	
17	Overhead Door	03-60-4243	\$ 14,000.00	\$ 14,000.00	\$ 13,900.00					N/A	
18	Soffits	03-60-4243	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00					N/A	
	Electrical	03-60-4243	\$ -	\$ -	\$ 1,749.58					N/A	Additional wiring required due to overhead door construction
19	Total Salt Dome - remainder	03-60-4243	\$ 24,500.00	\$ 24,500.00	\$ 25,964.33	\$ (1,464.33)	-5.98%	\$ (1,749.58)	-5.98%	N/A	
20											
21	Drainage Impv Project - Royal Swan & Lakeridge	25-30-4376	\$ 36,400.00	\$ 36,400.00	\$ 18,000.00	\$ 18,400.00	50.55%	\$ 18,400.00	50.55%	\$3,100	Vendor was terminated due to lack of performnace and the City crews completed the asphalt services required resulting in a \$9,000 savings. Also the curb ang gutter was not removed as the base was not saturated and therefore reducing the concrete costs by \$3,800. Contingency of \$3,100 not utilized and field conditions allowed for salvaging of existing structures. Total costs reduced by \$15,900.
22	Drainage Impv Project - High Road	25-35-4376	\$ 420,000.00	\$ 420,000.00	\$ 328,000.00	\$ 92,000.00	21.90%	\$ 92,000.00	21.90%	Partial Contingency Utilized	Savings of \$45,000 was realized due to the termination ogf the asphalt vendor. City crews wer able to complete the asphalt restoration as required. Savings of \$14,000 of pressure pipe was not necessary due to field conditions. Savings of \$24,000 of concrete restoration was realized due to field conditions. Various material savings \$9,000 Total savings \$92,000.
23	Drainage Impv Project - Poplar Ln	25-35-4376	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$0	Project on hold
24	Drainage Impv Project - Bentley Ave	25-35-4376	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	\$0	Project on hold
25	Drainage Project Total	25-35-4376	\$ 456,400.00	\$ 456,400.00	\$ 346,000.00						
26											
27	Road Program-Capital Impv	25-35-4855	\$ 1,234,927.48	\$ 1,234,927.48	\$ 1,237,038.21	\$ (2,110.73)	-0.17%	\$ (2,110.73)	-0.17%	N/A	No Comment
28											
29	Pavement Corings (2012 Pavement Program)	01-30-4325	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ -	0.00%			N/A	No Comment
30	Contract and Bid Specifications-December-January	01-30-4325	\$ 30,000.00	\$ 26,772.00	\$ 26,070.33	\$ 701.67	2.62%			N/A	No Comment
31	Total 2012 Road Engineering		\$ 43,500.00	\$ 40,272.00	\$ 39,570.33	\$ 701.67	1.74%	\$ 3,929.67	9.03%	N/A	No Comment
32											
33	Fertilization Program - 75th St Turf Areas	01-30-4350	\$ 16,960.00	\$ 15,500.00	\$ 15,500.00	\$ -	0.00%	\$ 1,460.00	8.61%	N/A	Competitive Bid Results
34	Fertilization Program - 75th St Trees	01-30-4350	\$ -	\$ -	\$ -	N/A	N/A	N/A	N/A	N/A	Tree Fertilization not completed this year
35	Maintenance - Water Plants	02-50-4223	\$ 3,000.00	\$ 2,151.43	\$ 2,151.43	\$ -	0.00%	\$ 848.57	28.29%	N/A	Competitive Bid Results
36	Maintenance - City Hall-FERTILIZATION ONLY	01-10-4227	\$ 358.57	\$ 358.57	\$ 358.57	\$ -	0.00%	\$ -	0.00%	N/A	Competitive Bid Results
37	Total Fertilization Program		\$ 20,318.57	\$ 18,010.00	\$ 18,010.00	\$ -	0.00%	\$ 2,308.57	11.36%	N/A	Competitive Bid Results

1	A	B	C	D	E	F	G	H	I	J	K
2	Item or Project	Account No.	Amount Budgeted	City Council Approved Funds	Actual Expenditure	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as Funds	Difference Between Actual Expenditure (E) and City Council Approved (D) Presented as a Percentage	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Funds Available	Difference Between Amount Budgeted (C) and Actual Expenditure (E) Percentage	Contingency-Not Used	Comments
38											
39	Ford Ranger Carryall	12-51-4815	\$ 26,200.00	\$ 22,754.00	\$ 22,754.00	\$ -	0.00%	\$ 3,446.00	13.15%	N/A	Competitive Bid Results
40											
41	Shoring Equipment	02-50-4219	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	0.00%	\$ -	0.00%	N/A	No Comment
42	Shoring Equipment	02-50-4241	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	0.00%	\$ -	0.00%	N/A	No Comment
43	Total Shoring Equipment		\$ 8,000.00	\$ 8,000.00	\$ 8,000.00						
44											
45	Concrete Chainsaw	02-50-4815	\$ 10,000.00	\$ 9,975.00	\$ 9,975.00	\$ -	0.00%	\$ 25.00	0.25%	N/A	Competitive Bid Results
46											
47	SCADA WIN911 software	12-51-4818	\$ 21,340.00	\$ 12,770.00	\$ 12,770.00	\$ -	0.00%	\$ 8,570.00	40.16%	N/A	Competitive Bid Results
48											
49	Nine Ton Dump Truck #110	01-30-4815	\$ 163,632.00	\$ 150,743.00	\$ 150,743.00	\$ -	0.00%	\$ 12,889.00	7.88%	N/A	Competitive Bid Results
50											
51	Weed Cutters	01-30-4259	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00	\$ 400.00	28.57%	\$ 400.00	28.57%	N/A	One Weed Cutter Eliminated From Purchase
52											
53	Banner Bracket System	01-30-4259	\$ 10,000.00	\$ 7,818.75	\$ 7,818.75	\$ -	0.00%	\$ 2,181.25	21.81%		Competitive Bid Results
54											
55	Safety Equipment - Tripod w/Lifeline	01-30-4219	\$ 2,500.00	\$ -							Item Not Purchased as of Nov 15, 2011
56	Safety Equipment - Tripod w/Lifeline	02-50-4219	\$ 3,000.00	\$ -							
57	Total		\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ -	0.00%	\$ -	0.00%		
58											
59	City Hall Sealcoating & Striping	01-30-4223	\$ 7,500.00	\$ 4,647.08	\$ 4,647.08	\$ -	0.00%	\$ 2,852.92	38.04%		Competitive Bid Results and Darien Park District IGA increased quantities.
60											
61	Asphalt Vibratory Plate Compactor	01-30-4815	\$ 2,200.00	\$ 1,852.00	\$ 1,852.00	\$ -	0.00%	\$ 348.00	15.82%		Competitive Quote Results
62											
63	Rear Yard Drainage Project-\$12,000										
64	1030-1114 69th Street	01-30-4374		\$ 5,608.24	\$ 5,608.24						
65	Resident Reimbursement			\$ (1,000.00)	\$ (1,000.00)						
66	Project Cost 1030 - 1114 69th St			\$ 4,608.24	\$ 4,608.24						
67											
68	Highridge 67th Street	01-30-4374		\$ 5,435.00	\$ 5,435.00						
69	Resident Reimbursement			\$ (1,000.00)	\$ (1,000.00)						
70	Project Cost			\$ 4,435.00	\$ 4,435.00						
71											
72	706-710 69th Street	01-30-4374		\$ 4,000.00	\$ 4,000.00						
73	Resident Reimbursement			\$ (1,000.00)	\$ (1,000.00)						
74	Project Cost			\$ 4,000.00	\$ 3,000.00						
75											
76	Grand Total Rear Yard Drainage Projects	01-30-4374	\$ 12,000.00	\$ 13,043.24	\$ 12,043.24	\$ 1,000.00	7.67%	\$ (43.24)	-0.36%	N/A	No Comment
77											
78	Street Light Maintenance & Energy	01-30-4359	\$ 68,000.00	\$ 68,000.00	\$ 68,000.00	\$ -	0.00%	\$ -	0.00%	N/A	No Comment
79	Street Light Installation	01-30-4359	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ -	0.00%	\$ -	0.00%	N/A	No Comment
80	Total		\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	0.00%	\$ -			
81											
82	Road Salt 235500	03-60-4249	\$ 210,500.00	\$ 183,150.00	\$ 183,150.00	\$ -	0.00%	\$ 27,350.00	12.99%	N/A	Competitive Bid Results
83	Darien Park District - Reimbursable	REIMBURSED	\$ 16,317.00	\$ 16,317.00	\$ 16,317.00	\$ -				N/A	
84	District 66	REIMBURSED	\$ 333.00	\$ 333.00	\$ 333.00						
85	Total		\$ 227,150.00	\$ 199,800.00	\$ 199,800.00						
86	Total Projects Summary		\$ 2,964,558.05	\$ 2,884,852.55	\$ 2,733,158.94	\$ 151,693.61	5.26%	\$ 231,399.11	7.81%	N/A	

Highlight indicates that the project is not completed as of Nov 15, 2011

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
October 24, 2011
(Rescheduled)**

PRESENT: Alderman Joseph Marchese - Chairman, Alderman Halil Avci, Alderman Ted Schauer, Dan Gombac-Director, Elizabeth Lahey-Secretary

ABSENT: None

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

MUNICIPAL SERVICES PROJECT TOUR

At 6:05 p.m. the Committee departed to tour the High Road drainage project. Alderman Tina Beilke joined the group onsite at 6:15 p.m. Mr. Dan Gombac, Director presented the Committee with an overview and status of the project. He reported that staff has anticipated that the project will be under budget. Mr. Gombac reported that some of the savings are a result of not having to use pressure pipe and the width of the project was also reduced in several locations to realize a landscape restoration savings.

Mr. Gombac reported that staff has received a positive response from the residents.

Alderman Beilke stated that she received praise regarding the cement driveways. She stated that the project was done with minimal interruptions to the residents.

The Municipal Services Committee meeting reconvened in the Council Chambers at 6:45 p.m.

NEW BUSINESS:

- A. Ordinance – Crossroads of Darien PUD – Building G, 8350 Lemont Road, The Goddard School. Petitioner seeks Final PUD approval for Building G and a Minor Amendment to the approved PUD for a daycare center.**

Mr. Michael Griffith, Senior Planner presented the staff report. He stated that the site is the last vacant site at the Crossroads of Darien. He reported that the petitioner proposes to construct a daycare/preschool center for children, The Goddard School.

Mr. Griffith reported that the PZC recommended approval. He stated that staff finds the plans to be consistent with the approved PUD plans.

Mr. Dan Gombac, Director reported that drainage has been incorporated to the overall development with some minor storm water grading within the lot. He stated that the petitioner has provided renderings.

Mr. Griffith stated that the colored drawings are the most recent.

Mr. Gombac stated that the renderings show all matching to what is there now and that staff does not object to the architecture.

Alderman Avci questioned the results of the PZC vote.

Mr. Griffith reported that the PZC voted unanimously in favor and that there was no one in the audience against it.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci that based upon the submitted petition and the information presented, the request associated with PZC 2011-08 is in conformance with the standards of the Darien City Code and move that the Municipal Services Committee approve the petition as presented subject to the following conditions:

1. **Waive the required building foundation landscape strip along the north and west sides of the building/play area.**
2. **Provide the required landscaping within the parking lot landscape islands.**
3. **Revise sign to provide a sign base at least 75% of the sign width.**
4. **Address comments noted in a letter dated October 10, 2011 from Dan Lynch, PE, Christopher B. Burke Engineering.**

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

B. Resolution – Accepting a Drainage Easement from the property owners of 706 and 710 69th Street.

Mr. Dan Gombac, Director reported that the residents have agreed to participate in a rear yard drainage project with the City. He stated that the City will administer and complete the work. He further stated that staff has identified that storm water flows into the back yard from several upstream properties with no relief.

Mr. Gombac stated that the property owners have agreed to the installation of storm sewer pipe and inlets to rid the rear yard area of the drainage concerns. He stated that the property owners are in agreement with the easement dedication and recording. The easement is required for the City to install a drainage pipe to relieve the storm water from the back yard. The drainage pipe would be tied into an existing pipe fronting the subject residents.

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

Alderman Avci made a motion and it was seconded by Alderman Schauer to accept A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A STORM SEWER AT 706 AND 710 69TH STREET.

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

C. Resolution – Awarding a contract to Steve Piper & Sons, Inc. in an amount not to exceed \$88,060.00 for the City’s annual Tree Trimming and Removal Program.

Mr. Dan Gombac, Director presented the staff report. He stated that the proposed tree trimming program consists of approximately 1,750 parkway trees, 56 tree removals and stumping. He stated that the removals were identified during the inventory process during 2010 and 2011 but that the Tree Trimming Program was removed from the FY10/11 Budget. Mr. Gombac reported that the areas to be trimmed are south of 75th Street, west of Cass Avenue, north of North Frontage Road and east of and including Creekside Lane, Farmingdale Ridge subdivision, and Carriage Green subdivision.

Mr. Gombac reported that a schedule was included in the Agenda Memo. He reported that the expenses to date are \$11,259.00 due to emergency trimming and removals and a proposed expenditure of \$88,060.00.

Mr. Gombac informed the Committee that the contract entertained unit pricing for private property tree trimming, removal and stumping at a pass through cost to residents. The private program is available to all City residents.

Alderman Avci questioned how many years the trimming will take to complete.

Mr. Gombac reported that there are five sections with each section to be completed on a 5 year cycle. The trimming has not been entertained for the last two years. He stated that the proposed quadrants will be displayed at City Hall and also on the Cable station, Direct Connect and Darien patch. He further stated that staff feels that the City received good pricing

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to approve A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AGREEMENT FOR THE TREE TRIMMING AND REMOVAL PROGRAM BETWEEN THE CITY OF DARIEN AND STEVE PIPER & SONS, INC. IN AN AMOUNT NOT TO EXCEED \$88,060.00 FOR PARKWAY TREE MAINTENANCE TRIMMING AND AUTHORIZING THE PROPOSED UNIT PRICING FOR TREE REMOVAL AND STUMP GRINDING.

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

D. Resolution – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2012 Street Maintenance Program in an amount not to exceed \$13,500.00.

Mr. Dan Gombac, Director presented the staff report. He stated that the resolution is the preliminary step for the proposed road resurfacing program for 2012. The core analysis allows Staff to determine the appropriate maintenance treatment for the roadway.

Mr. Gombac reported that 77 pavement corings are scheduled for the proposed 2012 Street Maintenance Program as presented in the Agenda Memo.

Chairperson Marchese questioned how long the core samplings last.

Mr. Gombac reported that the core samplings are indefinite. Once the cores are received they are catalogued to the Road Paving Catalogue and there is no need to core the roads again.

Alderman Avci questioned if staff received competitive pricing.

Mr. Gombac stated that our agreement is with the City Engineer, Christopher Burke Engineering and the core samples are gathered through a third party contracted with Christopher Burke Engineering. The core results are forwarded to the City Engineer and are discussed with Staff to determine the appropriate road treatment. Mr. Gombac stated that due to Christopher Burke Engineering providing professional services to the City that we did not seek additional quotes.

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

Alderman Schauer made a motion and it was seconded by Alderman Avci to approve A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$13,500.00 (PAVEMENT CORING 2012 STREET MAINTENANCE).

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

E. Minutes – August 15, 2011 Special Meeting Municipal Services Committee.

Alderman Schauer made a motion and it was seconded by Alderman Marchese to approve the August 15, 2011 Municipal Services Committee Special Meeting Minutes.

Upon voice vote, THE MOTION CARRIED unanimously 2-0. Alderman Avci abstained.

F. Minutes – September 26, 2011 Municipal Services Committee.

Alderman Avci made a motion and it was seconded by Alderman Schauer to approve the September 26, 2011 Municipal Services Committee Meeting Minutes.

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

DIRECTOR'S REPORT:

Mr. Gombac reported that he will provide the yearly expenditure report at the next meeting.

Mr. John Galan, 618 Maple Avenue stated that he participated in the private tree purchase. He thanked the City Staff for their efforts and coordination of the tree planting program and stated that he was pleased with the services of the TLC Group.

NEXT MEETING:

Chairperson Marchese announced that the next meeting is scheduled for Monday November 28, 2011 at 6:30 p.m.

There was discussion regarding changing the meeting to an earlier time prior to the goal setting session November 16, 2011.

Chairperson Marchese stated that it would be helpful to have figures prior to the goal setting session. Mr. Gombac informed the Committee that he would review potential dates and agenda items.

ADJOURNMENT:

With no further business before the Committee, Alderman Avci made a motion and it was seconded by Alderman Schauer. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:15 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairperson

Halil Avci
Alderman

Ted Schauer
Alderman

4a

Ashley Prueter

From: Dan Gombac
Sent: Wednesday, November 16, 2011 9:17 AM
To: Stumpner, James A
Cc: Kris Throm; David Fell; Dan Salvato; Bryon Vana; Kathy Weaver; Ashley Prueter
Subject: RE: Municipal Maintenance Agreement with the Village

Thanks Jim:

Ashley: please put correspondence under Dir report for Monday

Daniel Gombac
Director of Municipal Services
630-353-8106

From: Stumpner, James A [<mailto:James.Stumpner@illinois.gov>]
Sent: Tuesday, November 15, 2011 3:04 PM
To: Dan Gombac
Cc: OKeefe, Diane M; Iacullo, Carmen W; Winesberry, Dionne
Subject: Municipal Maintenance Agreement with the Village

Dan,

Unfortunately at this time, the Illinois Department of Transportation will not be able to enter into a Municipal Maintenance Agreement with the Village of Darien for the snow and ice removal effort along the I-55 Frontage Road within the Village.

We would however like to meet with the Village regarding IDOT's snow and ice removal efforts and the Village's expectations. Myself and Dionne Winesberry, our South Area Operations Manager are available and will plan to meet with you on Tuesday November 22nd at 10:00 AM at the Village's Public Works, 1041 S. Frontage Road.

Thank you, Jim