

**AGENDA**  
**Municipal Services Committee**  
**February 28, 2011**  
**6:30 P.M. – Council Chambers**

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
  - a. **Zoning Map** – Approval of the 2011 Zoning Map
  - b. **Resolution** – Preliminary approval of a contract with Suburban Concrete Inc for the 2011 Concrete Program
  - c. **Resolution** – Preliminary approval of a contract extension with Suburban Concrete for concrete flatwork for Capital Projects as they relate to Storm Water Ditch Projects
  - d. **Resolution** – Preliminary approval of a contract with James D Fiala Paving Inc. for the 2011 Street Maintenance Program
  - e. **Resolution** – to enter into an agreement for professional services with Christopher B. Burke Engineering Inc. related to the Management and Monitoring of 10-acres of Wetland/Natural Area within the Tara Hill subdivision for a five year period.
  - f. **Resolution** – accepting a proposal from Associated Technical Services (ATS) for the 2010-11 Water Leak Survey in a total amount not to exceed \$14,208.48
  - g. **Resolution** – to execute a three year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way
  - h. **Minutes** – January 24, 2011 – Municipal Services Committee
4. **Director's Report**
  - a. Hydrant Markers
5. **Next regularly scheduled meeting** – March 28, 2011.
6. **Adjournment**

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**MEETING DATE: February 28, 2011**

**Issue Statement**

**Zoning Map:** Approval of the updated City of Darien Official Zoning Map for 2011.

**Description**

Illinois State Statute requires that each municipality publish a current Zoning Map by March 31<sup>st</sup> of each year. The Zoning Map must reflect all annexations and zoning changes approved during the previous calendar year.

The updated map includes all of the annexations and zoning activity that occurred in 2010.

Corrections have been made if errors were found. Specifically, a lot on Adams Street north of 75<sup>th</sup> Street was shown in the City, but we could not find a record of the lot being annexed (8S336 Adams Street).

**Recommendation**

**Staff recommends the Municipal Services Committee make a motion recommending approval of the updated Zoning Map.**

**Decision Mode**

The Municipal Services Committee will consider this item at its meeting on February 28, 2011.



**AGENDA MEMO**  
**Municipal Services Committee Meeting**  
**February 28, 2011**

**ISSUE STATEMENT**

Preliminary approval of the 2011 Concrete Program contract with Suburban Concrete, Inc. in an amount not to exceed \$441,762.00 for the 2011 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program and to waive the residential \$75.00 permit fee application for concrete work.

**BACKGROUND/HISTORY**

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY 11-12 Budget allocates for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as Attachment A.

The contract also offers residents at a pass through cost the opportunity to remove and replace their deficient concrete driveways, aprons, and the curb and gutter fronting their apron. This will allow the City to remove and replace deficient sidewalk slabs fronting a deficient apron and would allow a resident to participate in the concrete replacement program to correct the apron deficiency. Staff is further requesting that the \$75.00 permit fee application be waived to residents that participate in the concrete program with the proposed vendor since the City will be inspecting the work.

Attached and labeled as Attachment B, please find the prices received at the bid opening held on January 26, 2011, pages 3 & 4. Staff received eleven (11) bids with the lowest bidder being Suburban Concrete Inc.

**STAFF RECOMMENDATION**

Pending final funding for the program Staff recommends accepting the contract from Suburban Concrete Inc in an amount not to exceed \$441,762.00 for the 2011 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program and to waive the residential \$75.00 permit fee application. Suburban Concrete has completed the concrete work for the City of Darien in 2009 and 2010 with quality workmanship.

Pending the FY11-12 Budget approval, the proposed contract will be forwarded to the March 21, 2011 City Council Meeting for formal approval.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on a future City Council agenda pending the FY11-12 Budget approval.

2011 CONCRETE SIDE WALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM

	A	B	C	D	E	F	G	
1	<b>SIDEWALK COST:</b>							
2	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST STREET DEPARTMENT</b>	<b>TOTAL COST WATER DEPARTMENT</b>	<b>TOTAL</b>	
3	RATED 4 AND 5 DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	20,000	SQUARE FOOT	\$ 3.89	\$ 77,800.00	\$	\$ 77,800.00	
4	ADA SIDEWALK	250	SQUARE FOOT	\$ 6.00	\$ 1,500.00	\$	\$ 1,500.00	
5	SIDEWALK RESTORATION	1,000	SQUARE FOOT	\$ 3.89	\$	\$ 3,890.00	\$ 3,890.00	
6	<b>TOTAL SIDEWALK COST:</b>				\$ 79,300.00	\$ 3,890.00	\$ 83,190.00	
7								
8	<b>APRON COST:</b>							
9	APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	2,500	SQUARE FOOT	\$ 4.25	\$ 10,625.00	\$	\$ 10,625.00	
10	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 0.50	\$ 1,250.00	\$	\$ 1,250.00	
11	APRON RESTORATION	2,500	SQUARE FOOT	\$ 4.25	\$	\$ 10,625.00	\$ 10,625.00	
12	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 0.50	\$	\$ 1,250.00	\$ 1,250.00	
13	<b>TOTAL APRON COSTS:</b>				\$ 11,875.00	\$ 11,875.00	\$ 23,750.00	
14								
15	<b>CURB AND GUTTER COST:</b>							
16	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>ESTIMATED UNIT COST</b>	<b>TOTAL COST STREET DEPARTMENT</b>	<b>TOTAL COST WATER DEPARTMENT</b>	<b>TOTAL</b>	
17	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM	27,400	LINEAL FOOT	\$ 11.99	\$ 329,725.00	\$	\$ 329,725.00	
18	CURB AND GUTTER-WATER DEPARTMENT	300	LINEAL FOOT	\$ 11.99	\$	\$ 3,597.00	\$ 3,597.00	
19	<b>TOTAL CURB AND GUTTER COST:</b>				\$ 329,725.00	\$ 3,597.00	\$ 333,322.00	
20	<b>TOTAL PROPOSED EXPENDITURE:</b>					\$ 420,900.00	\$ 19,362.00	\$ 440,262.00
21	<b>REQUESTED EXPENDITURE</b>							
							\$ 441,762.00	

2011 CONCRETE PROGRAM COST SUMMARY

	A	B	C	D
	<b>ACCOUNT NO. AND DESCRIPTION</b>	<b>BUDGET ALLOCATION</b>	<b>PROPOSED EXPENDITURE</b>	<b>BALANCE</b>
19				
20	25-35-4380 SIDEWALK PROGRAM	\$ 77,800.00	\$ 77,800.00	\$ -
21	25-35-4380 SIDEWALK PROGRAM-ADA	\$ 1,500.00	\$ 1,500.00	\$ -
22	<b>TOTAL</b>	\$ 79,300.00	\$ 79,300.00	\$ -
23	02-50-4231-MAINT WATER SYSTEM-FLATWORK CURB & APRON	\$ 19,362.00	\$ 19,362.00	\$ -
24	25-35-4383 CURB AND GUTTER	\$ 329,725.00	\$ 329,725.00	\$ -
25	25-35-4384 APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	\$ 11,875.00	\$ 11,875.00	\$ -
26	<b>TOTAL</b>	\$ 440,262.00	\$ 440,262.00	\$ -
27	01-30-4381 RESIDENT CONCRETE EXPENSE FOR APRON, SIDEWALKS, CURB AND GUTTER	TO BE DETERMINED	TO BE DETERMINED	NOT APPLICABLE

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

SEALED BID: 2011 Concrete Program

OPENING DATE/TIME: January 26, 2011 @ 9:30 a.m.

		RAI CONCRETE		GLOBE CONSTRUCTION		ALLIANCE CONTRACTORS		DAVIS CONCRETE		
		1827 BLCKHAWK DRIVE WEST CHICAGO, IL 60185		1781 ARMITAGE COURT ADDISON, IL 60101		1166 LAKE AVENUE WOODSTOCK, IL 60098		11633 S. MAYFIELD AVE. ALSIP, IL 60803		
		Quantity - Maximum Proposed	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
1	Sidewalk	20,000	\$ 4.50	\$ 90,000.00	\$ 4.15	\$ 83,000.00	\$ 9.30	\$ 186,000.00	\$ 4.90	\$ 98,000.00
2	ADA	500	\$ 13.50	\$ 6,750.00	\$ 12.50	\$ 6,250.00	\$ 18.95	\$ 9,475.00	\$ 9.50	\$ 4,750.00
3	Driveway Apron	15,500	\$ 4.50	\$ 69,750.00	\$ 4.49	\$ 69,595.00	\$ 14.05	\$ 217,775.00	\$ 5.00	\$ 77,500.00
3A	Apron w/fiber mesh	15,500	\$ 4.65	\$ 72,075.00	\$ 4.69	\$ 72,695.00	\$ 14.25	\$ 220,875.00	\$ 5.15	\$ 79,825.00
4	Curb & Gutter w/grout	27,500	\$ 17.50	\$ 481,250.00	\$ 17.39	\$ 478,225.00	\$ 49.90	\$ 1,372,250.00	\$ 22.00	\$ 605,000.00
	Driveway concrete w/wire mesh or 5 fiber mesh concrete mix	TBD	\$ 6.45	\$ 6.45	\$ 5.25	\$ 5.25	\$ 14.45	\$ 14.45	\$ 5.15	\$ -
6	Concrete sealer-apron	TBD	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.20	\$ 0.20	\$ 0.15	\$ 0.15
7	Concrete sealer-driveway	TBD	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.20	\$ 0.20	\$ 0.15	\$ 0.15
TOTALS				\$ 719,832.45		\$ 709,771.25		\$ 2,006,389.85		\$ 865,075.30
		Corrected from 719,825.00			\$ -				Corrected from 865,080.45	
		J & J NEWELL CONCRETE		D'LAND CONSTRUCTION		G&M CEMENT CONSTRUCTION		SCHROEDER & SCHROEDER		
		PO BOX 329 CALUMET CITY, IL 60409		600 S. COUNTY LINE ROAD BESENVILLE, IL 60106		58 WEST COMMERCIAL ROAD ADDISON, IL 60101		7306 CENTRAL PARK SKOKIE, IL 60076		
		Quantity - Maximum Proposed	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
1	Sidewalk	20,000	\$ 5.00	\$ 100,000.00	\$ 4.19	\$ 83,800.00	\$ 4.40	\$ 88,000.00	\$ 3.99	\$ 79,800.00
2	ADA	500	\$ 10.00	\$ 5,000.00	\$ 14.25	\$ 7,125.00	\$ 13.50	\$ 6,750.00	\$ 7.00	\$ 3,500.00
3	Driveway Apron	15,500	\$ 6.00	\$ 93,000.00	\$ 4.44	\$ 68,820.00	\$ 4.60	\$ 71,300.00	\$ 4.05	\$ 62,775.00
3A	Apron w/fiber mesh	15,500	\$ 6.00	\$ 93,000.00	\$ 4.67	\$ 72,385.00	\$ 4.80	\$ 74,400.00	\$ 4.15	\$ 64,325.00
4	Curb & Gutter w/grout	27,500	\$ 19.00	\$ 522,500.00	\$ 14.44	\$ 397,100.00	\$ 16.45	\$ 452,375.00	\$ 13.25	\$ 364,375.00
	Driveway concrete w/wire mesh or 5 fiber mesh concrete mix	TBD	\$ 6.00	\$ 6.00	\$ 6.25	\$ 6.25	\$ 5.50	\$ 5.50	\$ 6.00	\$ 6.00
6	Concrete sealer-apron	TBD	\$ 1.00	\$ 1.00	\$ 1.50	\$ 1.50	\$ 3.00	\$ 3.00	\$ 1.25	\$ 1.25
7	Concrete sealer-driveway	TBD	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 3.00	\$ 3.00	\$ 1.25	\$ 1.25
TOTALS				\$ 813,508.50		\$ 629,239.25		\$ 692,836.50		\$ 574,783.50
		Corrected from 629,230.00							Corrected from 574,783.50	

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

SEALED BID: 2011 Concrete Program

OPENING DATE/TIME: January 26, 2011 @ 9:30 a.m.

ITEM	DESCRIPTION	Quantity - Maximum Proposed	JB CONCRETE		A LAMP CONCRETE		SUBURBAN CONCRETE		Unit	Cost
			Unit	Cost	Unit	Cost	Unit	Cost		
			10 S 312 SCHOGER ROAD NAPERVILLE, IL 60564		1900 WRIGHT BLVD. SCHAUMBURG, IL 60193		21227 W. COMMERCIAL DRIVE MUNDELEIN, IL 60060			
1	Sidewalk	20,000	\$ 7.13	\$ 142,600.00	\$ 4.30	\$ 86,000.00	\$ 3.89	\$ 77,800.00	\$ -	\$ -
2	ADA	500	\$ 13.34	\$ 6,670.00	\$ 10.00	\$ 5,000.00	\$ 6.00	\$ 3,000.00	\$ -	\$ -
3	Driveway Apron	15,500	\$ 7.47	\$ 115,785.00	\$ 4.75	\$ 73,625.00	\$ 3.89	\$ 60,295.00	\$ -	\$ -
3A	Apron w/fiber mesh	15,500	\$ 7.64	\$ 118,420.00	\$ 5.00	\$ 77,500.00	\$ 4.25	\$ 65,875.00	\$ -	\$ -
4	Curb & Gutter w/grout	27,500	\$ 28.44	\$ 782,100.00	\$ 16.00	\$ 440,000.00	\$ 11.99	\$ 329,725.00	\$ -	\$ -
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 7.08	\$ 7.08	\$ 7.50	\$ 7.50	\$ 5.60	\$ 5.60	\$ -	\$ -
6	Concrete sealer-apron	TBD	\$ 0.21	\$ 0.21	\$ 1.25	\$ 1.25	\$ 0.50	\$ 0.50	\$ -	\$ -
7	Concrete sealer-driveway	TBD	\$ 0.21	\$ 0.21	\$ 1.25	\$ 1.25	\$ 0.50	\$ 0.50	\$ -	\$ -
	<b>TOTALS</b>			\$ 1,165,582.50		\$ 682,135.00		\$ 536,701.60	\$	\$ -
			Corrected from 1,165,660.00							

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

**A RESOLUTION APPROVING A CONTRACT FOR THE 2011 CONCRETE  
SIDEWALK, APRON, CURB AND GUTTER REMOVAL AND REPLACEMENT  
PROGRAM AND WAIVING THE \$75.00 PERMIT FEE APPLICATION TO  
PARTICIPATING RESIDENTS**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2011 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete Inc., attached hereto as "Exhibit A".

**SECTION 2:** The \$75.00 permit fee is waived for residents who participate in the program.

**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 21<sup>st</sup> day of March, 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, 21<sup>st</sup> day of March, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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



SCOPE OF WORK: VARIOUS CONCRETE REMOVAL AND REPLACEMENT  
SPECIFICATIONS

SPECIFICATIONS AND CONTRACT DOCUMENT-CONCRETE 2011

BIDDERS NAME SUBURBAN CONCRETE INC.

STREET 21227 W COMMERCIAL DR STE B

CITY MUNDELEIN STATE IL

ZIP CODE 60060

TELEPHONE # 847-837-8805 FACSIMILE # 847-837-8827

E-MAIL ADDRESS SUBURBANCONCRETE@COMCAST.NET

**INSTRUCTIONS TO BIDDERS SPECIFICATIONS**

1. The scope of work under this contract shall include the following:
  - A. All identified sidewalk, driveway apron or curb shall be removed and replaced by the Contractor. All sawcutting shall be performed with a wet method. All slurry shall be removed after the sawcutting.
  - B. Any additional gravel required for the underlying leveling course will be supplied as required and delivered to the work site by the Contractor and will be incidental to the contract.
  - C. Contractor shall supply all material and labor to remove and construct the required sidewalk, driveway and curb, **including forms consisting of slip forms for all sidewalk applications. A Grad-All will be required for the removal of all existing sidewalk, aprons, and curb and gutter.**
  - D. The contractor shall supply and be responsible for the placement of any required barricades or warning and safety devices.
  - E. Contractor shall remove the construction forms and related debris from the job site after the sidewalk, driveway and curb has cured sufficiently to use, but no later than seventy-two (72) hours after finishing. No construction forms or debris shall be placed within the right of way.
  - F. Restoration to the street, parkway, and adjacent property will be completed by the City and not included in the contract. The curb and gutter adjacent to the roadway will require a concrete/grout back fill. The grout will be considered **incidental** to the contract.

### SUMMARY SCHEDULE

All bids shall be sealed and returned prior to the bid opening at 9:30 AM. on Wednesday, January 26, 2011 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

NO	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	PCC-SIDEWALK IN PLACE	15,000-20,000	SQUARE FOOT	20,000 X Unit Cost	3.89	77,800.00
2.	PCC-SIDEWALK IN PLACE-ADA	50-500	SQUARE FOOT	500 X Unit Cost	6.00	3000.00
3.	PCC-DRIVE WAY APRON	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	3.89	60,295.00
3A.	PCC-DRIVE WAY APRON WITH FIBER MESH	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	4.25	65,875.00
4.	PCC CURB AND GUTTER - WITH CONCRETE GROUT (CLSM)	10,000-27,500	LINEAL FOOT	27,500 X Unit Cost	11.99	329,725.00
5.	DRIVEWAY CONCRETE WITH WIRE MESH OR FIBER MESH CONCRETE MIX	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	5.60	5.60
6.	CONCRETE SEALER - APRON	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	.50	.50
7.	CONCRETE SEALER - DRIVEWAY	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	.50	.50
8.	TOTAL PROJECT COST					

Total Project Cost in written form: FIVE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED AND ONE 60/100

Below, please find an item description of the abovementioned:

- 1 - This item will include the following:
  - Removal of existing concrete sidewalk with a GRAD ALL
  - Placement of forms shall consist of slip-forms
  - Placement and finishing of the concrete sidewalk
  - Unit of measurement for pay item is per square foot
  - Sidewalk thickness shall be at 4-inches, except through the driveway which shall be at 5-inches.
  
- 2 - This item will include the following:
  - Removal of existing concrete sidewalk with a GRAD ALL
  - Placement and finishing of the concrete sidewalk to comply with the American Disabilities Act for depressing sidewalk at intersections as requested. The concrete will consist of a Red concrete produced at the concrete plant, and the insertion of the truncated dome as specified per the attached.
  - Unit of measurement for pay item is per square foot.
  
- 3 - This item will include the following:

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

SUBURBAN CONCRETE INC., as part of its bid on a  
(Name of Contractor)

contract for Concrete 11 to the City of Darien, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720ILCS 5/33E-3 or 5/33E-4.

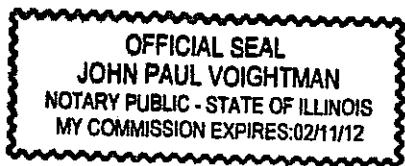
By: [Signature] PRESIDENT  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

This 24<sup>TH</sup> day of  
JANUARY, 2011.

MY COMMISSION EXPIRES:

2-11-2012  
[Signature]  
NOTARY PUBLIC



BID PROPOSAL  
SCHEDULE OF PRICES

We propose to furnish labor and material - complete in accordance with the foregoing specifications and subject to all conditions found within such specifications, either expressed herein writing, for the described area sections and within the general conditions, and as per the scheduled prices expressed herein and about.


RESPECTFULLY SUBMITTED:

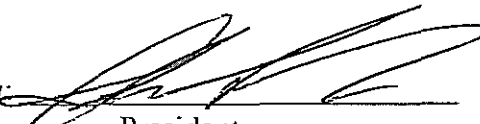
*SUBURBAN CONCRETE INC*

(Corporate Seal)

CORPORATE NAME

Attest:

By: 

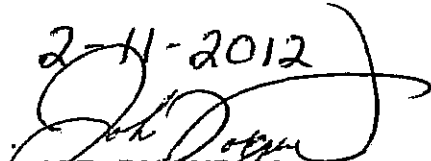
By:   
President

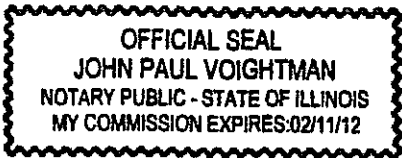
SUBSCRIBED AND SWORN BEFORE ME

This 24<sup>TH</sup> day of

JANUARY, 20 11

MY COMMISSION EXPIRES:

2-11-2012  
  
NOTARY PUBLIC



CONTRACT

1. This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, between the City of Darien, acting by and through its Mayor and Clerk and \_\_\_\_\_.
2. That for and in consideration of the payments and agreements mentioned in City of Darien Contract Document Number CONCRETE 11 attached hereto, \_\_\_\_\_ agrees with the City of Darien at his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such City of Darien Contract Document Number CONCRETE 11 attached hereto.
3. It is understood and agreed that City of Darien Contract Document Number CONCRETE 11 hereto attached, prepared by the City of Darien, is an essential document of this contract and is a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(City Seal)

CITY OF DARIEN

Attest:

By: \_\_\_\_\_  
City Clerk

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

(Corporate Seal)

CORPORATE NAME

Attest:

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

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

(Corporate Seal)

IF A PARTNERSHIP

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

\*\*\*\*\*

IF AN INDIVIDUAL

\_\_\_\_\_ (Seal)

\*\*\*\*\*

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_

MY COMMISSION EXPIRES:

NOTARY PUBLIC

**AGENDA MEMO**  
**Municipal Services Committee Meeting**  
**February 28, 2011**

**ISSUE STATEMENT**

A resolution authorizing the City to add quantities to the proposed current contract for Suburban Concrete Inc for the removal and replacement of concrete aprons required for apron restorations as required for various capital and storm water projects for a period of May 1, 2011 through April 30, 2012.

**BACKGROUND**

During the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various capital and storm water projects. Restoration for the driveway aprons and/or curb and gutter includes establishing uniform cuts, concrete removal and replacement.

Attached, please find the prices received at the bid opening held on January 26, 2011, pages 2 & 3. Staff received eleven (11) bids with the lowest bidder being Suburban Concrete Inc. Suburban Concrete completed the 2009 & 2010 Concrete Program with quantity results.

The expenditure would come from the Capital account storm water Ditch projects 25-35-4376. The total estimated costs for all maintenance and budgetary programs for the concrete replacement are estimated at approximately \$55,000.00 pending Capital Project budget approval.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Suburban Concrete Inc.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the March 21, 2011 City Council agenda for formal approval.

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

SEALED BID: 2011 Concrete Program

OPENING DATE/TIME: January 26, 2011 @ 9:30 a.m.

		RAI CONCRETE			GLOBE CONSTRUCTION		ALLIANCE CONTRACTORS		DAVIS CONCRETE	
		1827 BLCKHAWK DRIVE			1781 ARMITAGE COURT		1166 LAKE AVENUE		11633 S. MAYFIELD AVE.	
		WEST CHICAGO, IL 60185			ADDISON, IL 60101		WOODSTOCK, IL 60098		ALSIP, IL 60803	
		Quantity - Maximum Proposed								
ITEM	DESCRIPTION		Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
1	Sidewalk	20,000	\$ 4.50	\$ 90,000.00	\$ 4.15	\$ 83,000.00	\$ 9.30	\$ 186,000.00	\$ 4.90	\$ 98,000.00
2	ADA	500	\$ 13.50	\$ 6,750.00	\$ 12.50	\$ 6,250.00	\$ 18.95	\$ 9,475.00	\$ 9.50	\$ 4,750.00
3	Driveway Apron	15,500	\$ 4.50	\$ 69,750.00	\$ 4.49	\$ 69,595.00	\$ 14.05	\$ 217,775.00	\$ 5.00	\$ 77,500.00
3A	Apron w/fiber mesh	15,500	\$ 4.65	\$ 72,075.00	\$ 4.69	\$ 72,695.00	\$ 14.25	\$ 220,875.00	\$ 5.15	\$ 79,825.00
4	Curb & Gutter w/grout	27,500	\$ 17.50	\$ 481,250.00	\$ 17.39	\$ 478,225.00	\$ 49.90	\$ 1,372,250.00	\$ 22.00	\$ 605,000.00
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 6.45	\$ 6.45	\$ 5.25	\$ 5.25	\$ 14.45	\$ 14.45	\$ 5.15	\$ -
6	Concrete scaler-apron	TBD	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.20	\$ 0.20	\$ 0.15	\$ 0.15
7	Concrete scaler-driveway	TBD	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.20	\$ 0.20	\$ 0.15	\$ 0.15
TOTALS				\$ 719,832.45		\$ 709,771.25		\$ 2,006,389.85		\$ 865,075.30
		Corrected from 719,825.00			\$ -				Corrected from 865,080.45	
		J & J NEWELL CONCRETE			D'LAND CONSTRUCTION		G&M CEMENT CONSTRUCTION		SCHROEDER & SCHROEDER	
		PO BOX 329			600 S. COUNTY LINE ROAD		58 WEST COMMERCIAL ROAD		7306 CENTRAL PARK	
		CALUMET CITY, IL 60409			BESENVILLE, IL 60106		ADDISON, IL 60101		SKOKIE, IL 60076	
		Quantity - Maximum Proposed								
ITEM	DESCRIPTION		Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
1	Sidewalk	20,000	\$ 5.00	\$ 100,000.00	\$ 4.19	\$ 83,800.00	\$ 4.40	\$ 88,000.00	\$ 3.99	\$ 79,800.00
2	ADA	500	\$ 10.00	\$ 5,000.00	\$ 14.25	\$ 7,125.00	\$ 13.50	\$ 6,750.00	\$ 7.00	\$ 3,500.00
3	Driveway Apron	15,500	\$ 6.00	\$ 93,000.00	\$ 4.44	\$ 68,820.00	\$ 4.60	\$ 71,300.00	\$ 4.05	\$ 62,775.00
3A	Apron w/fiber mesh	15,500	\$ 6.00	\$ 93,000.00	\$ 4.67	\$ 72,385.00	\$ 4.80	\$ 74,400.00	\$ 4.15	\$ 64,325.00
4	Curb & Gutter w/grout	27,500	\$ 19.00	\$ 522,500.00	\$ 14.44	\$ 397,100.00	\$ 16.45	\$ 452,375.00	\$ 13.25	\$ 364,375.00
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 6.00	\$ 6.00	\$ 6.25	\$ 6.25	\$ 5.50	\$ 5.50	\$ 6.00	\$ 6.00
6	Concrete scaler-apron	TBD	\$ 1.00	\$ 1.00	\$ 1.50	\$ 1.50	\$ 3.00	\$ 3.00	\$ 1.25	\$ 1.25
7	Concrete scaler-driveway	TBD	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 3.00	\$ 3.00	\$ 1.25	\$ 1.25
TOTALS				\$ 813,508.50		\$ 629,239.25		\$ 692,836.50		\$ 574,783.50
					Corrected from 629,230.00				Corrected from 574,783.50	



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

SEALED BID: 2011 Concrete Program

OPENING DATE/TIME: January 26, 2011 @ 9:30 a.m.

ITEM	DESCRIPTION	Quantity - Maximum Proposed	JB CONCRETE		A LAMP CONCRETE		SUBURBAN CONCRETE		Unit	Cost
			Unit	Cost	Unit	Cost	Unit	Cost		
			10 S 312 SCHOGER ROAD NAPERVILLE, IL 60564		1900 WRIGHT BLVD. SCHAUMBURG, IL 60193		21227 W. COMMERCIAL DRIVE MUNDELEIN, IL 60060			
1	Sidewalk	20,000	\$ 7.13	\$ 142,600.00	\$ 4.30	\$ 86,000.00	\$ 3.89	\$ 77,800.00	\$ -	\$ -
2	ADA	500	\$ 13.34	\$ 6,670.00	\$ 10.00	\$ 5,000.00	\$ 6.00	\$ 3,000.00	\$ -	\$ -
3	Driveway Apron	15,500	\$ 7.47	\$ 115,785.00	\$ 4.75	\$ 73,625.00	\$ 3.89	\$ 60,295.00	\$ -	\$ -
3A	Apron w/fiber mesh	15,500	\$ 7.64	\$ 118,420.00	\$ 5.00	\$ 77,500.00	\$ 4.25	\$ 65,875.00	\$ -	\$ -
4	Curb & Gutter w/grout	27,500	\$ 28.44	\$ 782,100.00	\$ 16.00	\$ 440,000.00	\$ 11.99	\$ 329,725.00	\$ -	\$ -
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 7.08	\$ 7.08	\$ 7.50	\$ 7.50	\$ 5.60	\$ 5.60	\$ -	\$ -
6	Concrete sealer-apron	TBD	\$ 0.21	\$ 0.21	\$ 1.25	\$ 1.25	\$ 0.50	\$ 0.50	\$ -	\$ -
7	Concrete sealer-driveway	TBD	\$ 0.21	\$ 0.21	\$ 1.25	\$ 1.25	\$ 0.50	\$ 0.50	\$ -	\$ -
TOTALS				\$ 1,165,582.50		\$ 682,135.00		\$ 536,701.60	\$ -	\$ -
			Corrected from 1,165,660.00							

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

**A RESOLUTION TO ADD QUANTITIES TO THE CURRENT CONTRACT FROM SUBURBAN CONCRETE INC FOR APRON RESTORATIONS FOR THE 2011 DITCH MAINTENANCE IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$55,000.00**

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

**SECTION 1:** The City Council of the City of Darien hereby adds quantities to the current contract from Suburban Concrete Inc in an amount not to exceed \$55,000.00 for the 2011 Ditch Maintenance Projects, relating to sawcutting, removal, purchase and replacement of concrete aprons.

**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 21<sup>st</sup> day of March, 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21<sup>st</sup> day of March, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 28, 2011**

**Issue Statement**

Preliminary approval of the 2011 Street Maintenance contract with James D. Fiala Paving Inc. in the amount of \$1,234,927.48, including Alternate 2 - 1,500 Square yards of base repair. See Attachment A. **The proposed contract is subject to the FY11-12 Budget approval.**

**Background/History**

The City's 2011 Street Maintenance Program includes 5.65 miles. The program consists of the following roads:

2011 ROAD REHAB					
STREET	SUB DIVISION	LIMIT	RATING	LAST REHAB	ROAD LENGTH
BREWER RD	FARMINGDALE VILLAGE	Grandview Ln to Alden Ln	66	1995	2150
DROVER LN	FARMINGDALE VILLAGE	Parkview Dr to Burgess Ln	66	1996	3930
HILLSIDE LN	FARMINGDALE VILLAGE	Meadow Ln to Wood Vale Dr	68	1996	1625
SANDALWOOD CT	FARMINGDALE VILLAGE	Beller Dr to N Limit	67	1998	600
FOX HILL PLACE	CARRIAGE GREENS 1 & 2	Carriage Green Dr to Limit	68	1997	720
KENTWOOD CT	BROOKERIDGE	Creekside Ln to limit	69	1998	500
GREEN VALLEY RD	FARMINGDALE RIDGE	Green Valley Ct to Wakefield Dr	69	1995	2900
GREEN VALLEY CT	FARMINGDALE RIDGE	Green Valley Rd to Limit	68	1995	500
WAKEFIELD DR	FARMINGDALE RIDGE	Green Valley Rd to Abbey Dr	66	1996	1460
GALWAY CT	DARIEN CLUB	Darien Club Dr to limit	68	1996	500
LIMERICK CT	DARIEN CLUB	Darien Club Dr to limit	66	1996	600
KELLY CT	DARIEN CLUB	Darien Club Dr to limit	66	1997	650
72ND STREET	DOWNERS-FAIRVIEW	Fairview Ave to Gold Grove Dr	65	1992	800
69TH STREET	HINSBROOK	Cass Ave to Clarendon Hills Rd	68	1998	5280
70TH STREET	HINSBROOK	Richmond to Clarendon Hills Rd	68	1998	2760
70TH STREET CDS 1	HINSBROOK	70th St to Limit	70	1998	180
70TH STREET CDS 2	HINSBROOK	70th St to Limit	70	1998	180
70TH STREET CDS 3	HINSBROOK	70th St to Limit	70	1998	180
DARIEN LN	HINSBROOK	75th St to Timber Ln	70	1999	1060
EVANS PL	MARION HILLS SOUTH	Elm St to Janet Ave	66	1997	660
WESTERN AVE	PLAINFIELD HIGHLANDS	Plainfield Rd to 72nd St	66	1998	1400
RICHMOND AVE	67th STREET NORTH	67th Street to limit	65	1996	400
HIGH RIDGE CT	67th STREET NORTH	Richmond Ave to limit	67	1997	600
SLEEPY HOLLOW CDS	FARMINGDALE SOUTH	Sleepy Hollow Ln to N limit	67	1995	200
	TOTALS	LN FEET			29835
		MILES			5.65

The bid tabulations included 2 alternates broken down as follows:

**Base Bid**-Includes the proposed schedule as depicted above.

**Alternate 1**-Included the resurfacing of the Public Works Facility at 1041 South Frontage Road. This item will not be included as part of the 2011 program.

**Alternate 2**- This item includes the scheduled roadways and 1,500 square yards of base repair on roads outside the scope of the scheduled 2011 roadway improvements. This item was considered an alternate if the bid results exceeded the budget, thus allowing consideration of the alternates to be programmed for FY11/12. The base repair was identified as a preventive maintenance program that would address identified sections of roadways that require sooner than later repairs. This maintenance item also preserves the roadways from more costly repairs in the future. The identified sections are considered base repair patches and are identified as sections of roadways that the existing asphalt is breaking apart and/or developing severe alligating, rutting and potholes. The identified deficiencies indicate that base is weakened and requires stabilization of the base. The identified area is typically excavated 6-inches and replaced with a bituminous product. See Attachment B.

Sealed bids were opened on February 17, 2011. A summary of the six (6) bids received is attached as Attachment C. James D. Fiala Paving provided the lowest competitive bid for the base bid and Alternates 1 and 2.

The proposed 2011 Road Program would be funded from the following FY 11-12 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11-12 BUDGET	PROPOSED EXPENDITURE
25-35-4855	STREET RECONSTRUCTION/REHAB	\$ 1,180,927.48	\$ 1,180,927.48
ALTERNATE 2	Base Repair 1500 Square Yards	\$ 54,000.00	\$ 54,000.00
<b>TOTAL PROGRAM EXPENDITURE</b>		<b>\$ 1,234,927.48</b>	<b>\$ 1,234,927.48</b>

**Staff Recommendation**

Pending funding for the program, Staff recommends awarding the base bid and Alternate 2 – Base Repair, to James D. Fiala Paving Inc. for the 2011 Road Maintenance Contract in the amount of \$1,234,927.48. James D. Fiala Paving Inc. was awarded the street maintenance contracts in 2005, 2007, 2008, 2009 and 2010 and has provided quality results for the program.

**Alternate Consideration**

As directed by the Municipal Services Committee.

**Decision Mode**

This item will be forwarded to the March 21, 2011 City Council Meeting agenda pending the FY11-12 Budget approval.

DARIEN  
2011 STREET PROGRAM  
FIALA PAVING  
ALTERNATE 2

				GRIND 2"		GRIND 2"		GRIND 2"		GRIND 2"		GRIND 2"	
				LENGTH (FT)= WIDTH (FT)= AREA (SY)=	2150 26 6211	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	3930 26 11353	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	1625 26 4694	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	600 30 2000	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	720 26 2080
NUMBER	ITEM	UNIT	UNIT COST	Brewer Road (Grandview Ln to Alden Ln)		Drover Ln (Parkview Dr to Burgess Ln)		Hillside Ln (Meadow Ln to Woodvale Dr)		Sandalwood Ct (Beller Dr to Limit)		Fox Hill Pl (Carriage Green to Limit)	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 20.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800100	PREPARATION OF BASE	SQ YD	\$ 1.15	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	\$ 8.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 0.01	652	\$ 6.52	1192	\$ 11.92	493	\$ 4.93	210	\$ 2.10	218	\$ 2.18
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	13	\$ 13.00	24	\$ 24.00	10	\$ 10.00	4	\$ 4.00	4	\$ 4.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 59.00	268	\$ 15,812.00	490	\$ 28,910.00	405	\$ 23,895.00	173	\$ 10,207.00	90	\$ 5,310.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 58.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 61.00	536	\$ 32,696.00	979	\$ 59,719.00	405	\$ 24,705.00	173	\$ 10,553.00	179	\$ 10,919.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 1.85	6211	\$ 11,490.35	11353	\$ 21,003.05	4694	\$ 8,683.90	2000	\$ 3,700.00	2080	\$ 3,848.00
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.32	6211	\$ 8,198.52	11353	\$ 14,985.96	4694	\$ 6,196.08	2000	\$ 2,640.00	2080	\$ 2,745.60
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 330.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 330.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 36.00	249	\$ 8,964.00	568	\$ 20,448.00	235	\$ 8,460.00	100	\$ 3,600.00	42	\$ 1,512.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 3.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
				TOTAL = \$ 77,180.39		TOTAL = \$ 145,101.93		TOTAL = \$ 71,954.91		TOTAL = \$ 30,706.10		TOTAL = \$ 24,670.78	

				Full Depth (4") removal		GRIND 2"		GRIND 2"		GRIND 2"		GRIND 2"	
				LENGTH (FT)= WIDTH (FT)= AREA (SY)=	500 34 1889	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	2900 26 8378	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	500 34 1889	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	1460 31 5029	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	500 25 1389
NUMBER	ITEM	UNIT	UNIT COST	Kentwood Ct (Creekside Ln to Limit)		Green Valley Rd (Green Valley Ct to Wakefield Dr)		Green Valley Ct (Green Valley Rd to Limit)		Wakefield Dr (Green Valley Rd to Abbey Dr)		Galway Ct (Darion Club Dr to Limit)	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 20.00	200	\$ 4,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800100	PREPARATION OF BASE	SQ YD	\$ 1.15	1889	\$ 2,172.35	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	\$ 8.00	454	\$ 3,632.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 0.01	198	\$ 1.98	880	\$ 8.80	198	\$ 1.98	528	\$ 5.28	146	\$ 1.46
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	4	\$ 4.00	18	\$ 18.00	4	\$ 4.00	11	\$ 11.00	3	\$ 3.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 59.00	0	\$ -	381	\$ 21,299.00	81	\$ 4,779.00	217	\$ 12,803.00	120	\$ 7,080.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 58.00	272	\$ 15,776.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 61.00	163	\$ 9,943.00	723	\$ 44,103.00	163	\$ 9,943.00	434	\$ 26,474.00	120	\$ 7,320.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 1.85	0	\$ -	8378	\$ 15,499.30	1889	\$ 3,494.65	5029	\$ 9,303.65	1389	\$ 2,569.65
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.32	1889	\$ 2,493.48	8378	\$ 11,058.96	1889	\$ 2,493.48	5029	\$ 6,638.28	1389	\$ 1,833.48
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 330.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 36.00	0	\$ -	168	\$ 6,048.00	38	\$ 1,368.00	101	\$ 3,636.00	28	\$ 1,008.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 3.50	1889	\$ 6,611.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -
				TOTAL = \$ 44,634.31		TOTAL = \$ 98,035.06		TOTAL = \$ 22,084.11		TOTAL = \$ 58,871.21		TOTAL = \$ 19,815.59	

				GRIND 2"		GRIND 2"		GRIND 2"		GRIND 2"		GRIND 2"	
				LENGTH (FT)= WIDTH (FT)= AREA (SY)=	600 25 1667	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	650 25 1806	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	800 27 2400	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	5280 27 15840	LENGTH (FT)= WIDTH (FT)= AREA (SY)=	2760 27 8280
NUMBER	ITEM	UNIT	UNIT COST	Limerick Ct (Darion Club Dr to Limit)		Kelly Ct (Darion Club Dr to Limit)		72nd Street (Fairview Ave to Gold Grove Pl)		69th Street (Cass Ave to Clarendon Hills Rd)		70th Street (Richmond to Clarendon Hills Rd)	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 20.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800100	PREPARATION OF BASE	SQ YD	\$ 1.15	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	\$ 8.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 0.01	175	\$ 1.75	190	\$ 1.90	252	\$ 2.52	1663	\$ 16.63	869	\$ 8.69
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	4	\$ 4.00	4	\$ 4.00	5	\$ 5.00	33	\$ 33.00	17	\$ 17.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 59.00	144	\$ 8,496.00	156	\$ 9,204.00	104	\$ 6,136.00	683	\$ 40,297.00	357	\$ 21,063.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 58.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 61.00	144	\$ 8,784.00	156	\$ 9,516.00	207	\$ 12,627.00	1366	\$ 83,326.00	714	\$ 43,554.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 1.85	1667	\$ 3,083.95	1806	\$ 3,341.10	2400	\$ 4,440.00	15840	\$ 29,304.00	8280	\$ 15,318.00
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.32	1667	\$ 2,200.44	1806	\$ 2,383.92	2400	\$ 3,168.00	15840	\$ 20,908.80	8280	\$ 10,929.60
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 330.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 36.00	34	\$ 1,224.00	37	\$ 1,332.00	120	\$ 4,320.00	317	\$ 11,412.00	332	\$ 11,952.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 3.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
				TOTAL = \$ 23,794.14		TOTAL = \$ 25,782.92		TOTAL = \$ 30,698.52		TOTAL = \$ 185,297.43		TOTAL = \$ 102,842.29	

GRIND 2" LENGTH (FT)= 180 WIDTH (FT)= 80 AREA (SY)= 1600  
 GRIND 2" LENGTH (FT)= 180 WIDTH (FT)= 80 AREA (SY)= 1600  
 GRIND 2" LENGTH (FT)= 180 WIDTH (FT)= 80 AREA (SY)= 1600  
 GRIND 2" LENGTH (FT)= 1060 WIDTH (FT)= 28 AREA (SY)= 3298  
 GRIND 2" LENGTH (FT)= 660 WIDTH (FT)= 19 AREA (SY)= 1393

NUMBER	ITEM	UNIT	UNIT COST	70th Street CDS 1 (70th St to Limit)		70th Street CDS 2 (70th St to Limit)		70th Street CDS 3 (70th St to Limit)		Darien Ln (75th St to Timber Ln)		Evans Pl (Elm St to Janet Ave)	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 20.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800100	PREPARATION OF BASE	SQ YD	\$ 1.15	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	\$ 8.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 0.01	168	\$ 1.68	168	\$ 1.68	168	\$ 1.68	346	\$ 3.46	146	\$ 1.46
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	3	\$ 3.00	3	\$ 3.00	3	\$ 3.00	7	\$ 7.00	3	\$ 3.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 59.00	69	\$ 4,071.00	69	\$ 4,071.00	69	\$ 4,071.00	142	\$ 8,378.00	60	\$ 3,540.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 58.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 61.00	138	\$ 8,418.00	138	\$ 8,418.00	138	\$ 8,418.00	284	\$ 17,324.00	120	\$ 7,320.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 1.85	1600	\$ 2,960.00	1600	\$ 2,960.00	1600	\$ 2,960.00	3298	\$ 6,101.30	1393	\$ 2,577.05
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.32	1600	\$ 2,112.00	1600	\$ 2,112.00	1600	\$ 2,112.00	3298	\$ 4,353.36	1393	\$ 1,838.76
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 330.00	0	\$ -	0	\$ -	0	\$ -	3	\$ 990.00	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 36.00	64	\$ 2,304.00	64	\$ 2,304.00	64	\$ 2,304.00	66	\$ 2,376.00	28	\$ 1,008.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 3.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
				TOTAL = \$	19,869.68	TOTAL = \$	19,869.68	TOTAL = \$	19,869.68	TOTAL = \$	39,533.12	TOTAL = \$	16,288.27

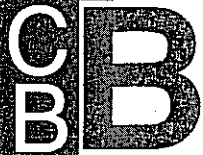
GRIND 2" LENGTH (FT)= 1400 WIDTH (FT)= 19 AREA (SY)= 2956  
 GRIND 2" LENGTH (FT)= 400 WIDTH (FT)= 20 AREA (SY)= 889  
 GRIND 2" LENGTH (FT)= 600 WIDTH (FT)= 44 AREA (SY)= 2933  
 GRIND 2" LENGTH (FT)= 200 WIDTH (FT)= 36 AREA (SY)= 800

NUMBER	ITEM	UNIT	UNIT COST	Western Ave (Plainfield Rd to 72nd St)		Richmond Ave (67th St to North Limit)		High Ridge Ct (Richmond Ave to Limit)		Sleepy Hollow CDS (Sleepy Hollow Ln to Limit)		Base Total	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 20.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	200	\$ 4,000.00
35800100	PREPARATION OF BASE	SQ YD	\$ 1.15	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1889	\$ 2,172.35
35800200	AGGREGATE BASE REPAIR	TON	\$ 8.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	454	\$ 3,632.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 0.01	310	\$ 3.10	93	\$ 0.93	308	\$ 3.08	84	\$ 0.84	9655	\$ 96.55
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	6	\$ 6.00	2	\$ 2.00	6	\$ 6.00	2	\$ 2.00	193	\$ 193.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 59.00	255	\$ 15,045.00	38	\$ 2,242.00	126	\$ 7,434.00	69	\$ 4,071.00	4547	\$ 268,273.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 58.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	272	\$ 15,776.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 61.00	255	\$ 15,555.00	77	\$ 4,697.00	253	\$ 15,433.00	69	\$ 4,209.00	7934	\$ 483,974.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 1.85	2956	\$ 5,468.60	889	\$ 1,644.65	2933	\$ 5,426.05	800	\$ 1,480.00	90084	\$ 166,655.40
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.32	2956	\$ 3,901.92	889	\$ 1,173.48	2933	\$ 3,871.56	800	\$ 1,056.00	91974	\$ 121,405.68
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 330.00	0	\$ -	0	\$ -	1	\$ 330.00	0	\$ -	5	\$ 1,650.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 36.00	119	\$ 4,284.00	45	\$ 1,620.00	59	\$ 2,124.00	80	\$ 2,880.00	2958	\$ 106,488.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 3.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1889	\$ 6,611.50
				TOTAL = \$	44,263.82	TOTAL = \$	11,380.06	TOTAL = \$	34,827.69	TOTAL = \$	13,698.84	TOTAL = \$	1,180,927.48

Full Depth LENGTH (FT)= 6420 WIDTH (FT)= AREA (SY)= 6420  
 LENGTH (FT)= 0 WIDTH (FT)= AREA (SY)= 0

NUMBER	ITEM	UNIT	UNIT COST	Reconstruct Municipal Parking Lot		ALT-1		Patching on Streets outside of Program		ALT-2		ALT 2-REVISED QUANTITIES AND COST SCHEDULE	
				QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 20.00	300	\$ 6,000.00	500	\$ 10,000.00	0	\$ -	500	\$ 10,000.00	200	\$ 4,000.00
35800100	PREPARATION OF BASE	SQ YD	\$ 1.15	6420	\$ 7,383.00	8309	\$ 9,555.35	0	\$ -	8309	\$ 9,555.35	1889	\$ 2,172.35
35800200	AGGREGATE BASE REPAIR	TON	\$ 8.00	861	\$ 6,888.00	1315	\$ 10,520.00	0	\$ -	1315	\$ 10,520.00	454	\$ 3,632.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 0.01	674	\$ 6.74	10329	\$ 103.29	0	\$ -	10329	\$ 103.29	9655	\$ 96.55
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	43	\$ 43.00	206	\$ 206.00	0	\$ -	206	\$ 206.00	193	\$ 193.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 59.00	0	\$ -	4547	\$ 268,273.00	0	\$ -	4547	\$ 268,273.00	4547	\$ 268,273.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 58.00	834	\$ 48,198.00	1103	\$ 63,974.00	0	\$ -	1103	\$ 63,974.00	272	\$ 15,776.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 61.00	778	\$ 47,458.00	8712	\$ 531,432.00	0	\$ -	8712	\$ 531,432.00	7934	\$ 483,974.00
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 1.85	0	\$ -	90084	\$ 166,655.40	0	\$ -	90084	\$ 166,655.40	90084	\$ 166,655.40
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.32	0	\$ -	81974	\$ 121,405.68	0	\$ -	81974	\$ 121,405.68	91974	\$ 121,405.68
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 330.00	0	\$ -	5	\$ 1,650.00	0	\$ -	5	\$ 1,650.00	5	\$ 1,650.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 36.00	0	\$ -	2958	\$ 106,488.00	1500	\$ 54,000.00	4458	\$ 160,488.00	4458	\$ 160,488.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 3.50	6420	\$ 22,470.00	8309	\$ 29,081.50	0	\$ -	8309	\$ 29,081.50	1889	\$ 6,611.50
				TOTAL = \$	138,416.74	TOTAL = \$	1,319,344.22	TOTAL = \$	54,000.00	TOTAL = \$	1,373,344.22	TOTAL = \$	1,234,927.48
													\$ 1,234,927.48

ROAD MAINTENANCE PATCH LIST				
STREET	LIMITS	SQUARE YARDS	PROPOSED REHAB	COST
MAPLE	RICHMOND TO CHR	175	2012	\$ 6,300.00
ARROW	PORTSMOUTH TO LIMIT	25	2012	\$ 900.00
CARROL	SUMMIT TO GIGI	25	2012	\$ 900.00
DONEGAL	NORTH OF OLDFIELD	50	2012	\$ 1,800.00
ALISON	CASS TO LIMIT	30	2013	\$ 1,080.00
DORCHESTER	NORTH OF 79TH	40	2013	\$ 1,440.00
MAYFAIR	NORTH OF 79TH	30	2013	\$ 1,080.00
HAYENGA	SOUTH OF WALNUT	50	2013	\$ 1,800.00
ANDERMANN	SOUTH OF WALNUT	25	2013	\$ 900.00
BAKER	SOUTH OF WALNUT	25	2013	\$ 900.00
MANNING	LYMAN TO PLAINFIELD	100	2013	\$ 3,600.00
KILKENNY	OLDFIELD TO BRANDON	30	2013	\$ 1,080.00
PINE	GREENBRIAR TO LIMIT	55	2013	\$ 1,980.00
SLEEPYHOLLOW	CASS TO ADAMS	25	2013	\$ 900.00
TAMARACK	BEECHNUT TO RICHMOND	75	2015	\$ 2,700.00
BENTLEY	69TH TO 71ST	50	2015	\$ 1,800.00
CREEKSIDE	KEARNEY TO LIMIT	50	2015	\$ 1,800.00
COMSTOCK	NORTH OF WALNUT	30	2016	\$ 1,080.00
FLORANCE	MANNING TO LIMIT	50	2016	\$ 1,800.00
WOODVALE	BELLER TO 87TH	25	2016	\$ 900.00
HIGHCREST	BELLER TO HILLSIDE	30	2016	\$ 1,080.00
GREENBRIAR	BAILEY TO GRANT	40	2016	\$ 1,440.00
IROQUOIS	ADAMS TO CASS	25	2017	\$ 900.00
CLARENDON HILLS	71ST-67TH	50	2018	\$ 1,800.00
WINDMERE CT	ROGER TO LIMIT	75	2018	\$ 2,700.00
PORTSMOUTH	WITTINGTON TO FRONTAGE	50	2018	\$ 1,800.00
WILCOX	71ST TO MCADAM	25	2018	\$ 900.00
CAMBRIDGE	75TH TO AYLESBURY	25	2018	\$ 900.00
GRANT CDS	GRANT TO LIMIT	25	2018	\$ 900.00
SEAN CIRCLE	67TH TO 67TH	50	2019	\$ 1,800.00
SEMINOLE	75TH TO IRONWOOD	65	2019	\$ 2,340.00
FARMINGDALE	GLEN TO PORTSMOUTH	75	2019	\$ 2,700.00
TOTAL SQUARE YARDS		1500		\$ 54,000.00


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

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

February 18, 2011

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

Attention: Dan Gombac

 Subject: City of Darien  
 2011 Street Resurfacing Program  
 (CBBEL Project No. 10-0606)

Dear Dan:

On Thursday February 17, 2011 at 9:30 a.m., bids were received at the City of Darien City Hall for the 2011 Street Resurfacing Program. There were six bids received for this project. Below is our engineer's estimate and bid result for each the Base Bid, Alternate 1 and Alternate 2. The low bid for each is in bold.

Company Name	Base Bid	Alternate 1	Alternate 2
Engineer's Estimate	\$1,399,302.64	\$1,579,069.64	\$1,646,569.64
<b>James D. Fiala Paving</b>	<b>1,170,323.33</b>	<b>1,307,512.22</b>	<b>1,373,344.22</b>
Central Blacktop Co. Inc.	1,199,538.36	1,356,318.18	1,409,463.18
R. W. Dunteman	1,275,802.34	1,401,603.58	1,504,458.58
K-Five Construction	1,294,935.38	1,448,321.17	1,509,128.77
Crowley Sheppard	1,394,505.45	1,565,477.19	1,632,977.19
J.A. Johnson Paving	1,434,997.30	1,600,743.94	1,662,961.09

Please note that James D. Fiala Paving was the low bidder for the base, alternate and alternate 2 bids. Fiala Paving has completed previous years road programs in the City of Darien.

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

Sincerely,

 Lee M. Fell, PE  
 Project Manager



DARIEN  
2011 STREET PROGRAM  
BID TAB

BASE BID

NUMBER	ITEM	UNIT	ENGINEERS ESTIMATE			FIALA PAVING		CENTRAL BLACKTOP		R.W. DUNTEMAN		K-FIVE CONSTRUCTION		CROWLEY-SHEPPARD		JOHNSON PAVING	
			UNIT COST	QUANTITY	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 25.00	200	\$ 5,000.00	\$ 20.00	\$ 4,000.00	\$ 25.00	\$ 5,000.00	\$ 38.78	\$ 7,756.00	\$ 30.00	\$ 6,000.00	\$ 40.00	\$ 8,000.00	\$ 30.00	\$ 6,000.00
35800100	PREPARATION OF BASE	SQ YD	\$ 2.50	1889	\$ 4,722.22	\$ 1.30	\$ 2,455.70	\$ 2.00	\$ 3,778.00	\$ 1.36	\$ 2,569.04	\$ 2.35	\$ 4,439.15	\$ 1.00	\$ 1,889.00	\$ 1.00	\$ 1,889.00
35800200	AGGREGATE BASE REPAIR	TON	\$ 20.00	454	\$ 9,088.00	\$ 8.00	\$ 3,632.00	\$ 15.00	\$ 6,810.00	\$ 10.62	\$ 4,821.48	\$ 10.00	\$ 4,540.00	\$ 12.00	\$ 5,448.00	\$ 10.00	\$ 4,540.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 1.00	9655	\$ 9,655.00	\$ 0.01	\$ 96.55	\$ 0.01	\$ 96.55	\$ 2.00	\$ 19,310.00	\$ 0.01	\$ 96.55	\$ 0.01	\$ 96.55	\$ 0.01	\$ 96.55
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	193	\$ 193.00	\$ 1.00	\$ 193.00	\$ 0.01	\$ 1.93	\$ 1.00	\$ 193.00	\$ 1.00	\$ 193.00	\$ 1.00	\$ 193.00	\$ 1.00	\$ 193.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 70.00	4547	\$ 318,290.00	\$ 59.00	\$ 268,273.00	\$ 57.00	\$ 259,179.00	\$ 67.36	\$ 306,285.92	\$ 67.50	\$ 306,922.50	\$ 70.00	\$ 318,290.00	\$ 73.00	\$ 331,931.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 70.00	272	\$ 19,040.00	\$ 58.00	\$ 15,776.00	\$ 64.00	\$ 17,408.00	\$ 76.30	\$ 20,753.60	\$ 60.50	\$ 16,456.00	\$ 70.00	\$ 19,040.00	\$ 60.00	\$ 21,760.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 70.00	7934	\$ 555,380.00	\$ 61.00	\$ 483,974.00	\$ 67.00	\$ 531,578.00	\$ 63.84	\$ 506,506.56	\$ 66.35	\$ 526,420.90	\$ 75.00	\$ 595,050.00	\$ 83.45	\$ 662,092.30
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 2.40	90084	\$ 216,202.67	\$ 1.85	\$ 166,655.40	\$ 1.80	\$ 162,151.20	\$ 2.08	\$ 187,374.72	\$ 2.15	\$ 193,680.60	\$ 2.00	\$ 180,168.00	\$ 1.90	\$ 171,159.60
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.30	91974	\$ 119,566.20	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.35	\$ 124,164.90	\$ 1.40	\$ 128,763.60
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 300.00	5	\$ 1,500.00	\$ 330.00	\$ 1,650.00	\$ 350.00	\$ 1,750.00	\$ 400.00	\$ 2,000.00	\$ 575.00	\$ 2,875.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 45.00	2958	\$ 133,110.00	\$ 32.00	\$ 94,656.00	\$ 28.00	\$ 82,824.00	\$ 28.57	\$ 84,510.06	\$ 34.00	\$ 100,572.00	\$ 45.00	\$ 133,110.00	\$ 34.00	\$ 100,572.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 4.00	1889	\$ 7,555.56	\$ 4.00	\$ 7,556.00	\$ 4.00	\$ 7,556.00	\$ 6.52	\$ 12,316.28	\$ 6.00	\$ 11,334.00	\$ 4.00	\$ 7,556.00	\$ 2.25	\$ 4,250.25
			TOTAL = \$ 1,399,302.64			\$ 1,170,323.33		\$ 1,199,538.36		\$ 1,275,802.34		\$ 1,294,935.38		\$ 1,394,505.45		\$ 1,434,997.30	

ALTERNATE 1

NUMBER	ITEM	UNIT	ENGINEERS ESTIMATE			FIALA PAVING		CENTRAL BLACKTOP		RW DUNTEMAN		K-FIVE CONSTRUCTION		CROWLEY-SHEPPARD		JOHNSON PAVING	
			UNIT COST	QUANTITY	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 25.00	500	\$ 12,500.00	\$ 20.00	\$ 10,000.00	\$ 25.00	\$ 12,500.00	\$ 38.78	\$ 19,390.00	\$ 29.00	\$ 14,500.00	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00
35800100	PREPARATION OF BASE	SQ YD	\$ 2.50	8309	\$ 20,772.22	\$ 1.15	\$ 9,555.35	\$ 1.35	\$ 11,217.15	\$ 1.36	\$ 11,300.24	\$ 1.15	\$ 9,555.35	\$ 1.00	\$ 8,309.00	\$ 1.00	\$ 8,309.00
35800200	AGGREGATE BASE REPAIR	TON	\$ 20.00	1315	\$ 26,308.00	\$ 8.00	\$ 10,520.00	\$ 13.00	\$ 17,095.00	\$ 10.62	\$ 13,965.30	\$ 10.00	\$ 13,150.00	\$ 12.00	\$ 15,780.00	\$ 10.00	\$ 13,150.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 1.00	10329	\$ 10,329.00	\$ 0.01	\$ 103.29	\$ 0.01	\$ 103.29	\$ 2.00	\$ 20,658.00	\$ 0.01	\$ 103.29	\$ 0.01	\$ 103.29	\$ 0.01	\$ 103.29
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	206	\$ 206.00	\$ 1.00	\$ 206.00	\$ 0.01	\$ 2.06	\$ 1.00	\$ 206.00	\$ 1.00	\$ 206.00	\$ 1.00	\$ 206.00	\$ 1.00	\$ 206.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 70.00	4547	\$ 318,290.00	\$ 59.00	\$ 268,273.00	\$ 57.00	\$ 259,179.00	\$ 67.36	\$ 306,285.92	\$ 67.50	\$ 306,922.50	\$ 70.00	\$ 318,290.00	\$ 73.00	\$ 331,931.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 70.00	1103	\$ 77,210.00	\$ 58.00	\$ 63,974.00	\$ 63.00	\$ 69,489.00	\$ 76.30	\$ 84,158.90	\$ 60.00	\$ 66,180.00	\$ 70.00	\$ 77,210.00	\$ 79.00	\$ 87,137.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 70.00	8712	\$ 609,840.00	\$ 61.00	\$ 531,432.00	\$ 67.00	\$ 583,704.00	\$ 63.84	\$ 556,174.08	\$ 66.35	\$ 578,041.20	\$ 75.00	\$ 653,400.00	\$ 83.10	\$ 723,967.20
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 2.40	90084	\$ 216,202.67	\$ 1.85	\$ 166,655.40	\$ 1.80	\$ 162,151.20	\$ 2.08	\$ 187,374.72	\$ 2.15	\$ 193,680.60	\$ 2.00	\$ 180,168.00	\$ 1.90	\$ 171,159.60
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.30	91974	\$ 119,566.20	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.35	\$ 124,164.90	\$ 1.40	\$ 128,763.60
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 300.00	5	\$ 1,500.00	\$ 330.00	\$ 1,650.00	\$ 350.00	\$ 1,750.00	\$ 400.00	\$ 2,000.00	\$ 575.00	\$ 2,875.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 45.00	2958	\$ 133,110.00	\$ 32.00	\$ 94,656.00	\$ 28.00	\$ 82,824.00	\$ 28.57	\$ 84,510.06	\$ 34.00	\$ 100,572.00	\$ 45.00	\$ 133,110.00	\$ 34.00	\$ 100,572.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 4.00	8309	\$ 33,235.56	\$ 3.50	\$ 29,081.50	\$ 4.20	\$ 34,897.80	\$ 6.52	\$ 54,174.68	\$ 4.95	\$ 41,129.55	\$ 4.00	\$ 33,236.00	\$ 2.25	\$ 18,695.25
			TOTAL = \$ 1,579,069.54			\$ 1,307,512.22		\$ 1,356,318.18		\$ 1,461,603.58		\$ 1,448,321.17		\$ 1,565,477.19		\$ 1,600,743.94	

ALTERNATE 2

NUMBER	ITEM	UNIT	ENGINEERS ESTIMATE			FIALA PAVING		CENTRAL BLACKTOP		RW DUNTEMAN		K-FIVE CONSTRUCTION		CROWLEY-SHEPPARD		JOHNSON PAVING	
			UNIT COST	QUANTITY	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	\$ 25.00	500	\$ 12,500.00	\$ 20.00	\$ 10,000.00	\$ 25.00	\$ 12,500.00	\$ 38.78	\$ 19,390.00	\$ 29.00	\$ 14,500.00	\$ 40.00	\$ 20,000.00	\$ 30.00	\$ 15,000.00
35800100	PREPARATION OF BASE	SQ YD	\$ 2.50	8309	\$ 20,772.22	\$ 1.15	\$ 9,555.35	\$ 1.35	\$ 11,217.15	\$ 1.36	\$ 11,300.24	\$ 1.15	\$ 9,555.35	\$ 1.00	\$ 8,309.00	\$ 1.00	\$ 8,309.00
35800200	AGGREGATE BASE REPAIR	TON	\$ 20.00	1315	\$ 26,308.00	\$ 8.00	\$ 10,520.00	\$ 13.00	\$ 17,095.00	\$ 10.62	\$ 13,965.30	\$ 10.00	\$ 13,150.00	\$ 12.00	\$ 15,780.00	\$ 10.00	\$ 13,150.00
40600100	BITUMINOUS MATERIALS (PRIME COAT)	GAL	\$ 1.00	10329	\$ 10,329.00	\$ 0.01	\$ 103.29	\$ 0.01	\$ 103.29	\$ 2.00	\$ 20,658.00	\$ 0.01	\$ 103.29	\$ 0.01	\$ 103.29	\$ 0.01	\$ 103.29
40600300	AGGREGATE (PRIME COAT)	TON	\$ 1.00	206	\$ 206.00	\$ 1.00	\$ 206.00	\$ 0.01	\$ 2.06	\$ 1.00	\$ 206.00	\$ 1.00	\$ 206.00	\$ 1.00	\$ 206.00	\$ 1.00	\$ 206.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 70.00	4547	\$ 318,290.00	\$ 59.00	\$ 268,273.00	\$ 57.00	\$ 259,179.00	\$ 67.36	\$ 306,285.92	\$ 67.50	\$ 306,922.50	\$ 70.00	\$ 318,290.00	\$ 73.00	\$ 331,931.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 70.00	1103	\$ 77,210.00	\$ 58.00	\$ 63,974.00	\$ 63.00	\$ 69,489.00	\$ 76.30	\$ 84,158.90	\$ 60.00	\$ 66,180.00	\$ 70.00	\$ 77,210.00	\$ 79.00	\$ 87,137.00
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX C, N50	TON	\$ 70.00	8712	\$ 609,840.00	\$ 61.00	\$ 531,432.00	\$ 67.00	\$ 583,704.00	\$ 63.84	\$ 556,174.08	\$ 66.35	\$ 578,041.20	\$ 75.00	\$ 653,400.00	\$ 83.10	\$ 723,967.20
*44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	\$ 2.40	90084	\$ 216,202.67	\$ 1.85	\$ 166,655.40	\$ 1.80	\$ 162,151.20	\$ 2.08	\$ 187,374.72	\$ 2.15	\$ 193,680.60	\$ 2.00	\$ 180,168.00	\$ 1.90	\$ 171,159.60
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SY	\$ 1.30	91974	\$ 119,566.20	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.32	\$ 121,405.68	\$ 1.35	\$ 124,164.90	\$ 1.40	\$ 128,763.60
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	\$ 300.00	5	\$ 1,500.00	\$ 330.00	\$ 1,650.00	\$ 350.00	\$ 1,750.00	\$ 400.00	\$ 2,000.00	\$ 575.00	\$ 2,875.00	\$ 300.00	\$ 1,500.00	\$ 350.00	\$ 1,750.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SY	\$ 45.00	4458	\$ 200,610.00	\$ 36.00	\$ 160,488.00	\$ 30.50	\$ 135,969.00	\$ 28.57	\$ 127,365.06	\$ 36.20	\$ 161,379.60	\$ 45.00	\$ 200,610.00	\$ 34.00	\$ 151,572.00
*NA	HOT-MIX ASPHALT REMOVAL, SPECIAL	SY	\$ 4.00	8309	\$ 33,235.56	\$ 3.50	\$ 29,081.50	\$ 4.20	\$ 34,897.80	\$ 6.52	\$ 54,174.68	\$ 4.95	\$ 41,129.55	\$ 4.00	\$ 33,236.00	\$ 2.25	\$ 18,695.25
			TOTAL = \$ 1,646,569.64			\$ 1,373,344.22		\$ 1,409,463.18		\$ 1,504,458.58		\$ 1,509,128.77		\$ 1,632,977.19		\$ 1,662,961.09	

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

**A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT FOR THE 2011 STREET MAINTENANCE PROGRAM BETWEEN THE CITY OF DARIEN AND JAMES D. FIALA PAVING COMPANY INC IN AN AMOUNT NOT TO EXCEED \$1,234,927.48**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract Agreement for the 2011 Street Maintenance Program, including the Base Bid and a modified Alternative 2-Base repair of streets outside 2011 Road program between the City of Darien and James D. Fiala Paving Company Inc. in an amount not to exceed \$1,234,927.48, relating to a resurfacing program for various roadways and parking lots, 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 21<sup>st</sup> day of March 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21<sup>st</sup> day of March 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**Meeting Date: February 28, 2011**

**Issue Statement**

Approval of a resolution to enter into an agreement for professional services related to Management and Monitoring of 10-acres of Wetland/Natural Areas within the Tara Hill subdivision for a five year period in the amounts of \$5,000 beginning May 1, 2011 and ending April 30, 2016 for a total amount not to exceed \$25,000.00. Please note the proposed expenditures for future FYE 13 through FYE 16 would be forwarded and allocated to the budget at the future Budget Workshops.

**Background/History**

Attached, please find an engineering agreement renewal with Christopher B. Burke Engineering for the Monitoring of the Tara Hill Wetlands/Natural Areas. The wetlands are under the jurisdiction of the DuPage County Storm Water and Wetland Ordinance. It is the City of Darien's responsibility to maintain the abovementioned area through the established Special Service Area Agreement on file and to enforce any violations of the ordinance, such as destruction of the wetland area, dumping, or mowing in the buffer areas. The proposed contract is a multi-year contract as it allows the City and the consultant to maintain the wetlands to an optimal level. Christopher B. Burke Engineering has been managing the Tara Hill wetlands under a previous 3-year contract that expired April 30, 2010. Due to additional items that required immediate attention no management or monitoring of the wetlands was performed the last year. The proposed contract is for five years and allows an optimum time line for items to be completed versus the customary three year contract. The five year total is \$25,000 and includes the following tasks:

**Task 1-Site Monitoring**

Two annual monitoring visits will be conducted during the growing season to assess the overall condition of each wetland. These visits are to determine if remedial measures are required and to recommend procedures to correct any deficiencies related to the maintenance of the wetlands. Notes on erosion, debris accumulation, hydrology, invasive plant species, and wildlife species observed during the site visit will be recorded.

CBBEL staff will hand collect during years 2 and 3 abundant native plant seed on-site for on-site redistribution to areas that have been heavily managed for weed species to establish native plants. Additional native seed may be purchased. CBBEL staff will rake-in purchased and collected seed in heavily managed areas

**Task 2--Controlled Burn**

CBBEL shall conduct a prescribed yearly burn of one basin per year of the three basins for a total of 5 burns for the contract period.

**Task 3- Annual Summary Letter**

CBBEL shall write an annual summary letter listing activities conducted for the year providing statements on erosion, relative vegetation quality, wildlife and hydrology. Recommendations to improve the quality of the wetland will also be included.

Below, please find a summary cost for the abovementioned items:

<b>Cost for Year One-Task 1, 2, 3</b>	<b>\$ 5,000.00</b>
Cost for Year Two-Task 1, 2, 3	\$ 5,000.00
Cost for Year Three-Task 1, 2, 3	<u>\$ 5,000.00</u>
Cost for Year Four-Task 1, 2, 3	<u>\$ 5,000.00</u>
Cost for Year Five-Task 1, 2, 3	<u>\$ 5,000.00</u>
Total cost	\$25,000.00

Funding for the Professional Services would be expended from the following line item of the FY 11/12 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11-12 BUDGET	PROPOSED EXPENDITURE	BALANCE
10-70-4325	MAINTENANCE CONTRACTUAL SERVICES-CBBEL	\$ 7,900.00	\$ 5,000.00	\$ 2,900.00
10-70-4325	MAINTENANCE-INFRASTRUCTURE		\$ 1,400.00	\$ 1,500.00
10-70-4325	CONTINGENCY FOR ADDITIONAL MAINTENANCE		\$ 1,500.00	\$ 0.00

**Staff Recommendation**

Staff recommends the Municipal Services Committee approve the proposed 5-year Professional Services Agreement with Christopher B. Burke Engineering, in allocated amounts not to exceed \$5,000.00 for 2011-FY11/12, \$5,000.00 for 2012-FY12/13, \$5,000.00 for 2013-FY13/14, \$5,000.00 for 2014-FY13/14, and \$5,000.00 for 2015-FY15/16.

**Alternate Consideration**

Not approving this proposal.

**Decision Mode**

This item will be placed on the March 21, 2011 City Council agenda for formal approval.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. (TARA HILL MANAGEMENT AND MONITORING OF 10 ACRES OF WETLAND/NATURAL AREAS WITHIN THE TARA HILL SUBDIVISION)**

**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 certain Agreement for Professional Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to the Tara Hill Management and Monitoring of 10 Acres of Wetland and Natural Areas within the Tara Hill Subdivision for the periods of May 1, 2011 through April 20, 2016, 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 21<sup>st</sup> day of March 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21<sup>st</sup> day of March 2011.**

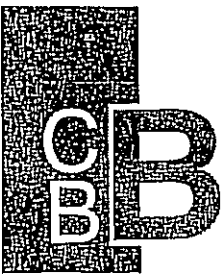
\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, 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

January 3, 2011  
Revised January 17, 2011

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Mr. Bryon Vana

Subject: Proposal for Professional Services to Provide Management and Monitoring of 10-acres of Wetland/Natural Areas within Tara Hill Subdivision, Darien, DuPage County, Illinois

Dear Mr. Vana:

As requested, Christopher B. Burke Engineering Ltd. (CBBEL) proposes to provide services related to management and monitoring of the three wetland areas at Tara Hill for a five year period (fiscal years 2012-2016) based on an annual budget of \$5,000. This agreement would commence May 1, 2011.

#### SCOPE OF SERVICES

It is understood that the fulfillment and completion of the following tasks will be the responsibility of CBBEL.

Task 1 - Site Monitoring and Management: CBBEL will conduct two annual site monitoring and herbicide management visits during the growing season to assess the overall condition of each wetland. These visits are to determine and conduct remedial measures related to the maintenance of the wetlands. Notes on erosion, debris accumulation, hydrology, invasive plant species (and those herbicided), and wildlife species observed during the site visit will be recorded. During years 2 and 3, CBBEL staff may hand collect abundant native plant seed on-site (annually in the Fall) for on-site redistribution to areas that have been heavily managed for weed species to establish native plants in Fall or Spring. Additional native seed may be purchased if needed as a direct cost. CBBEL staff will rake-in purchased and collected seed in heavily weed managed areas. We have allocated \$1,800 annually for this task.

Task 2 - Controlled Burn: a controlled burn of one of the three wetlands will be conducted annually by up to 3 qualified CBBEL staff on a rotational basis, starting each fall (with a spring contingency) during the remaining contract period pending appropriate weather conditions. This estimate of fee assumes approximately 1/2 day

of on site prescribed burning by CBBEL staff and equipment. We have allocated \$2,800 annually for this task.

CBBEL will create the neighbor notification flyer for the City of Darien, obtain the Illinois EPA open burn permit and notify the local fire department. It is our understanding that CBBEL will distribute all neighbor notifications to affected residents and businesses located within 500 feet of the area to be burned and this task will be billed as a direct cost for the mailing service and postage. CBBEL understands that the Darien/Woodridge Fire Department must be present on site during controlled burns within the City of Darien and will coordinate with them prior to each burn. This task does not include incidental costs incurred from the local fire district or others. A short report with photos will be sent following the completed burn.

Every prescribed burn is unique because conditions vary by site and by day, therefore results will vary. Primary objectives of a controlled burn are to reduce invasive species, increase biological diversity and reduce fuel buildup. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by water level, wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. Also, the available fuels, the structure of the fuels and weather conditions all have an effect on fire behavior. Please be advised that unburned vegetation will likely exist after project completion due to the limitations noted above.

Task 3 - Annual Summary Letter: Following each growing season CBBEL shall write an annual summary letter listing activities conducted for the year providing statements on erosion, relative vegetation quality, wildlife and hydrology. Recommendations for the following year to improve the quality of the wetland will also be included. We have allocated \$400 annually for this task.

All meetings, or services not outlined in this proposal will be charged on a time and materials basis.

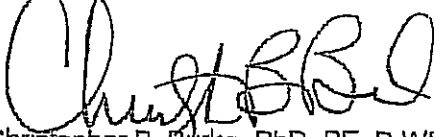
<u>FEE ESTIMATE</u>	
<u>Year 1 (2011)</u>	
Tasks 1, 2, 3	\$5,000
<u>Year 2 (2012)</u>	
Tasks 1, 2, 3	\$5,000
<u>Year 3 (2013)</u>	
Tasks 1, 2, 3	\$5,000
<u>Year 4 (2014)</u>	
Tasks 1, 2, 3	\$5,000
<u>Year 5 (2015)</u>	
Tasks 1, 2, 3	\$5,000
<hr/>	<hr/>
Grand Total	\$25,000

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, except that burn personnel will be billed out at \$125 per hour. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report binding are not included in the Fee Estimate.

These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. The Scope of Services described above and related fee estimate are based upon information known to date.

Please sign both copies of the agreement and return one to us as an indication of acceptance and notice to proceed.

Sincerely,



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

Encl: Schedule of Charges  
General Terms and Conditions  
Conditions for Burning

**THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS & CONDITIONS, & CONDITIONS FOR BURNING ACCEPTED FOR THE CITY OF DARIEN**

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

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

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

RPS/sls  
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**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
 <u>Direct Costs</u>	
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.*

## CONDITIONS FOR PRESCRIBED BURNING

Prescribed or controlled burning is "the careful ignition of ecosystem restorations, mitigations and natural areas under exacting weather conditions to achieve specific resource management objectives". Controlled burning is a permitted and potentially hazardous activity, to be undertaken at the peril of those so choosing. Christopher B. Burke Engineering, Ltd. shall be referred to in this document as CBBEL.

### Structures, Trees and Shrubs

All reasonable precautions will be taken to protect structures within the burn area such as non-native and evergreen trees and shrubs, lighting, fencing, sheds, etc., and protective measures will be noted in the pre-burn plan. CBBEL is not responsible or liable for any damage to these structures as their inclusion in burn management areas are inherently incompatible with the process, requiring the deployment of reasonable protective measures.

### Letters of Intent

CBBEL shall be responsible for mailing letters of intent to burn to all residents/businesses, etc. within 1000 feet of the burn site. These letters will be sent at least four weeks before the scheduled burn. CBBEL will notify any respondees of the notification letter on the day of the burn.

### Burn Delays

If weather conditions are abnormal during the burn season and/or if there are restrictive conditions or situations under which a burn may be conducted, few or no opportunities to burn may result. In this case the client will only be invoiced for work performed in planning and preparing to conduct the burn.

### Additional Costs

The client will also be responsible for any additional direct incurred costs on the project. These may include charges from local fire, police or utility companies and neighbor notification mailings.

### Health and Safety

CBBEL is concerned about the health and safety of its employees and others in the burn area. If the landowner/client knows of any toxic substances, hazardous materials, or any other hazardous site conditions within the burn area CBBEL must be notified in advance of the burn. CBBEL reserves the right to cancel or reschedule the burn upon discovery of any of those elements. The client and/or landowner will only be invoiced for charges incurred thus far. The client and/or landowner shall be liable if any health problems occur due to hazardous or toxic substances present on site that CBBEL is not aware of.

I have read and understood the above and agree to terms and conditions stated;

Client Signature \_\_\_\_\_, Date \_\_\_\_\_

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**February 28, 2011**

**Issue Statement**

A resolution accepting a proposal from Associated Technical Services (ATS) for the 2010-11 Water Leak Survey, in an amount of \$9,270.00 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in an amount of \$275.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,208.48.

**Background/History**

The FY 10/11 Budget includes \$17,100.00 for the 2010-11 Water Leak Survey Program. The leak survey program as proposed by Associated Technical Services (ATS) includes two phases consisting of surveying 473,616 lineal feet (89.7 lineal miles) of water main and the second phase includes the pinpointing of leaks found in the system. The proposed quote from ATS is structured in a fashion that the vendor is additionally motivated to find as many leaks as possible since the proposal is further driven on unit costs for pinpointing leaks. Based on leak detection results from 2000, 2002, 2003 and 2007 ATS had located an average of 15 various leaks per year whereas the competition has identified an average of 4 leaks for years 2008 and 2009. Should the City have 16 leaks pending the proposed expenditure, the cost for the program could be approximately an additional \$4,720 dollars for a total of approximately \$14,240. Should more leaks be identified the proposal is capped at a not to exceed \$14,208.48. The Staff had negotiated the capped limits with ATS and they have agreed to the limits for the City as well as the County Serf system. Staff does anticipate finding leaks, but the amount will not be known until the leak survey is completed. See attached Cost Summary labeled as Attachment A. The annual water accountability (LMO report) has also increased approximately 1.6% per year since 2008.

The City entertained competitive leak detection quotes for the City's water system and the DuPage County SERF water system. It was the intention of the quote to obtain potential volume pricing and to engage a single vendor for both systems due to the proximity and interconnections of the two systems. This will provide consistency and continuity for both the City and the County. The City and the County worked together to formulate the quote request. In addition, both parties have reviewed the quote results and concur with the Issue Statement as presented. The County is working with their Procurement Division to work toward a potential contract award with ATS in the near future for leak detection within their system. Due to the results of the quote, they are also examining the ability of extending this contract to include other County owned water systems.

City staff had invited three vendors for competitive quotes and received two. ATS had a mathematical error in their proposal for DuPage County and was adjusted (see Attachment B). Based on the detection phase ATS is the lowest competitive quote for both agencies. Staff had contacted ATS to meet the price of the alternative vendor for the City portion detection phase and they have agreed to meet the competitors pricing schedule, see Attachment A. Funding for the Water Leak Maintenance Program would be expended from the following line item of the FY10/11 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 10/11 BUDGET	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4326	LEAK DETECTION	\$17,100.00	\$1,852.75	\$9,270- \$14,208.48	\$5,977.25-\$1,038.77

**Staff Recommendation**

Staff recommends approval of the proposed resolution authorizing the City to expend funds for the 2010-11 Water Leak Survey, in the amount of \$9,270.00 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in an amount of \$275.00 per mainline or service leak, and \$95.00 per fire hydrant or mainline valve leak for a total not to exceed \$14,208.48 to Associated Technical Services. Associated Technical Services has provided very satisfactory services to the City of Darien and DuPage County in the past and is highly recommended.

**Alternate Consideration**

Not approving this proposal.

**Decision Mode**

This item will be placed on the March 7, 2011 City Council agenda for formal consideration.

**Competitive Quote Summary for County of Dupage-SERF System and City of Darien**

Vendor	City of Darien	County of Dupage	Package Price	Anticipated Leaks	Estimated Cost for Pinpoint of Leaks for Darien	Total Proposed Costs for City of Darien	Estimated Cost for Pinpoint of Leaks for Dupage County	Total Proposed Costs for Dupage County
Associated Technical Services-Option A-Detection Phase	\$ 9,472.52	\$ 2,471.42	\$ 11,943.94			\$ 9,472.52		\$ 2,471.42
Location Phase-Per leak								
Pinpoint Mainline or Service Line	\$ 275.00	\$ 275.00		15	\$ 4,125.00	\$ 4,125.00	8	\$ 2,200.00
Fire Hydrant/Main line valve	\$ 95.00	\$ 95.00		7	\$ 665.00	\$ 665.00	3	\$ 285.00
Total Cost						\$ 14,262.52		\$ 4,956.42

**PROPOSED PROGRAM FOR DUPAGE COUNTY AND THE CITY OF DARIEN**

Associated Technical Services-Option A-Detection Phase- <b>RENEGOTIATED PRICING</b>	\$ 9,270.00	\$ 2,471.42	\$ 11,741.42			\$ 9,270.00		\$ 2,471.42
Location Phase-Per leak								
Pinpoint Mainline or Service Line	\$ 275.00	\$ 275.00		16	\$ 4,400.00	\$ 4,400.00	8	\$ 2,200.00
Fire Hydrant/Main line valve	\$ 95.00	\$ 95.00		6	\$ 570.00	\$ 570.00	3	\$ 285.00
					\$ 4,970.00	\$ 14,240.00		\$ 4,956.42
<b>NEGOTIATED PRICING NOT TO EXCEED</b>						\$14,208.48		\$4,942.83
Water Services Company	\$ 9,270.00	\$ 3,193.00	\$ 12,463.00	N/A	N/A	N/A	\$ 9,270.00	\$ 3,193.00

ESTIMATE OF COST

ATS Comprehensive Leak Detection and Location Survey

City of Darien Water System: The area designated by the City for survey is the entire water distribution system. Our survey will include all of the water main and customer service lines maintained by Darien within the City Limits. (89.7 lineal miles or 473,616 LF total water main). System monitoring points will include but not be limited to every fire hydrant (± 1,383), every accessible hydrant auxiliary valve (± 1,200), and every main line valve (± 1,192), plus hundreds of strategically located service line curb stop valves (aka B-Boxes). Therefore, approximately 4,000 points will be ultrasonically monitored for water leak sounds on your system.

Du Page County SERF Water System: The area designated for survey is the SERF water distribution system. We have surveyed this system numerous times over the years and are very familiar with its layout and chronic leakage problems. Our survey will include all of the water main and customer service lines maintained by Darien within the City Limits. (31.2 lineal miles or 164,761 LF total water main). System monitoring points will include but not be limited to every fire hydrant (± 256), every accessible hydrant auxiliary valve (± 250), and every main line valve (± 258), plus hundreds of strategically located service line curb stop valves (aka B-Boxes). Therefore, approximately 700 points will be ultrasonically monitored for water leak sounds on your system.

"ATS COMPREHENSIVE LEAK SURVEY PROPOSAL OPTIONS"

Survey Program Option A: Incentive-Based Survey Pricing

City of Darien System: Option A: Incentive-Based Survey Pricing.

\$ 9,270.00

- Detection Phase: 473,616 lineal feet of water main @ \$0.015 per L.F. = \$ 9,472.52
- Location Phase: \$ 275.00 for each pinpointed mainline or service line leak
- \$ 95.00 per leak for every Fire Hydrant or Mainline Valve leak

NEGOTIATED  
02/08/11

County of Du Page System: Option A: Incentive-Based Survey Pricing.

\$ 2,471.42

- Detection Phase: 164,761 lineal feet of water main @ \$0.015 per L.F. = \$ 9,472.52
- Location Phase: \$ 275.00 for each pinpointed mainline or service line leak
- \$ 95.00 per leak for every Fire Hydrant or Mainline Valve leak

MATH ERROR  
2/08/11

Survey Program Option B: All-Inclusive Survey Pricing

City of Darien System - Option B: All-Inclusive - Detection & Location Phases

Detection & Location Phases: 473,616 LF of water main @ \$0.03 per L.F. = \$ 14,208.48

Option A Proposed and negotiated not to exceed the Option B Pricing

County of Du Page SERF System - Option B: All-Inclusive - Detection & Location Phases

Detection & Location Phases: 164,761 LF of water main @ \$0.015 per L.F. = \$ 4,942.83

2/08/11

Acknowledged and Accepted by ATS SEE ATT



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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM ASSOCIATED TECHNICAL SERVICES (ATS), FOR THE 2010-11 WATER LEAK SURVEY IN AN AMOUNT NOT TO EXCEED \$14,208.48**

**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 accept a proposal from Associated Technical Services (ATS), for the 2010-11 Water Leak Survey in an amount of \$9,270.00 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in an amount of \$275.00 per mainline or service leak and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,208.48, 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 7<sup>th</sup> day of March, 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of March, 2011.**

\_\_\_\_\_  
Kathleen Moesle Weaver, Mayor

ATTEST:

\_\_\_\_\_  
Joanne F. Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of FEBRUARY, 2011 by and between the VILLAGE OF DARIEN, ILLINOIS, a municipal Corporation hereinafter referred to as the "OWNER", and ASSOCIATED TECHNICAL SERVICES LTD., 524 W. St. Charles Road, Villa Park, Illinois, an Illinois Corporation, hereinafter referred to as "ATS", covers LEAK DETECTION and LOCATION SERVICES to be performed in an area designated by the "OWNER" as:

ATS Project # \_\_\_\_\_ ; OWNER P.O. # \_\_\_\_\_

*Provide a Comprehensive, Incentive-Based Leak Detection and Leak Location Surveys of the entire Village of Darien water distribution system (473,616 LF); and the specified County of DuPage Water System (164,761 LF) as detailed in our proposal dated January 28, 2011.*

*Final billing will be based upon actual measurements of the total amount of surveyed water main plus the total number and types of pinpointed leaks as described herein. Total cost of either survey will not exceed: \$14,208.48 (Darien) and \$4,942.83 (DuPage County) without supplemental authorization as agreed to by negotiation between Ralph L. Gross / ATS and Dan Gombac / Darien Director of Public Works*

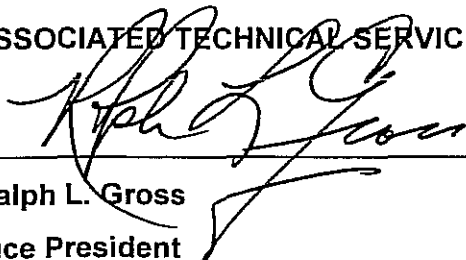
Now therefore, in consideration of the premises, covenants, and agreements set forth and made part of this agreement by attachments hereto, namely the "BASIC SCHEDULE OF PRICES" and "GENERAL CONDITIONS", it is mutually agreed that for all services stipulated herein to be provided by ATS, compensation by the OWNER to ATS will be a sum of money based upon the rates specified under "LEAK DETECTION AND LOCATION SURVEYS, MOBILIZATION / MILEAGE and any applicable direct costs (i.e. additional written reports, lodging and subsistence) , as specified in the attached "BASIC SCHEDULE OF PRICES". This sum will not be exceeded without supplemental authorization by the OWNER or their representatives, such supplemental authorization will be considered a modification to this AGREEMENT.

*ATS / Associated Technical Services Ltd., does not guarantee the detection and / or pinpointing of a leak or leaks, but does assure that a BEST EFFORT, in that regard will be put forward.*

Execution of this agreement by the representatives of the OWNER shall serve as authorization and simultaneous notice to proceed. In witness whereof the parties have hereunto set their hands this day and year first written.

ASSOCIATED TECHNICAL SERVICES LTD.

VILLAGE OF DARIEN, IL

  
\_\_\_\_\_  
Ralph L. Gross  
Vice President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**BASIC SCHEDULE OF PRICES**

**LEAK DETECTION & LOCATION SURVEYS**

*(Survey Area to be defined by Owner)*

1. Minimum Leak Survey - 10,000 Lineal Feet of Water Main = \$ \_\_\_\_\_

1a. Survey Areas over 10,000 Lineal Feet of pipe will be priced as follows:

<u>More than</u>	<u>But less than</u>	<u>Unit Price Per Lineal Foot</u>
10,000 LF	19,999 LF	\$ _____
20,000 LF	39,999 LF	\$ _____
40,000 LF	59,999 LF	\$ _____
60,000 LF	79,999 LF	\$ _____
80,000 LF	99,999 LF	\$ _____
100,000 LF	Or More	<b><u>\$ 0.015 (Darien &amp; DuPage Systems)</u></b>

1b) LOCATION:

\$ 275.00 for every pinpointed Mainline & Service Leak

\$ 95.00 for every Fire Hydrant Leak and Valve Packing Leak

1c) FINAL COST:

Total cost of survey will not exceed: \$14,208.48 for Darien; and \$ 4,942.83 for the Du Page County System without supplemental authorization from the City. Final billing will be based upon actual measurements of the total amount of surveyed water main plus the total number and types of pinpointed leaks as described herein.

2. MOBILIZATION & MILEAGE: *(No Additional Charge)*

A) No Charge under 50 miles - round trip

B) \$ 1.75 per mile over 50 miles and up to 100 miles - round trip

C) \$ 2.00 per mile over 100 round trip miles

**TERMS:** Payment is due upon receipt of invoice. **ATS** will, at its option, submit periodic billings based upon the percentage of completion of the project. **ATS** also reserves the right to determine the percentage of completion for billing purposes. Interest rates will be based at 2% per month upon the unpaid balance at 15 days from the date of the invoice and thereafter.

**PLEASE NOTE:** All prices are based upon utmost cooperation and advance preparation by the **Owner**. Such as accurate plans and knowledge of the water system, and making all needed appurtenances accessible to our survey crews. See Section II of the attached "**General Conditions for Leak Surveys**" for a detailed listing of responsibilities of **ATS** and the **Owner**. **ATS** reserves the right to adjust the "**Basic Schedule of Prices**" if preliminary field investigation of the survey reveals extraordinary, hazardous or otherwise adverse conditions.

Please be sure to forward any questions directly to **Ralph L. Gross** at **630.834.1558**

**GENERAL CONDITIONS**  
**LEAK DETECTION & LOCATION SURVEYS**

**Responsibility of ATS / Associated Technical Services Ltd.**

- A) Two person crew qualified to operate the *ATS Leak Detection & Location System*.
- B) The "*ATS Leak Detection & Location System*" consists of:
- *FCS S30, S20 Ultrasonic Leak Surveyor Instruments (Leak Detection Phase)*
  - *FCS/Fluid Conservation Systems, Sewerin Leak Noise Correlators (Leak Location Phase)*
  - *FCS and Sewerin Ultrasonic Preamplifiers (Leak Location Phase)*
  - *FCS, Wilcoxon, Vibrometer, Sewerin Accelerometers, Gas Sensors, Hydrophone Sensors*
  - *Radiodetection, CTS Berger, Fisher & Schonstedt Underground Utility Location Equipment*
- C) "*ATS Leakmobile*" - Mobile Van with self-contained power supply and /or capability of operating from an alternate VAC 60 Hz source, or suitable alternate vehicle at the discretion of **ATS**.
- D) *Mobilization / Mileage* – Round Trip, Portal-to-Portal and On-Site.
- E) *On-Site Consultation* with *Owner* or their representatives as necessary.
- F) The entire area designated by the **Owner** shall be surveyed for leakage. Detected leaks shall be pinpointed only on that part of the water system maintained by the **Owner**. Unless it is previously specified and ordered, customer service line leaks will only be pinpointed up to the municipal side of the curbsstop without additional charges. Leaks on the customer side of the curbsstop typically require a separate appointment so **ATS** can make contact with the service line inside the building.
- G) Only those leaks that are detected by the *ATS Leak Survey* are to be included in the pinpointing phase of this contract. Unless other previous arrangements are made, any pinpointing of any incidentally or coincidentally occurring leakage, main breaks or previously known leakage that was not initially included in our proposal or as a part of this agreement shall be charged at our normal rates for scheduled / emergency service call-outs.
- H) If the "*Re-monitoring of Repaired Leak Sites*" service is specified, included in our proposal and ordered, this agreement, leak repairs to that site must be completed within 30 days after that leak's location report was submitted to the **Owner**. The **Owner** then must notify **ATS** at the time of repairs so re-monitoring can be scheduled. All subsequently detected leakage will be located.
- I) **ATS** will establish and mark the location of a leak or leaks in the field with either marking paint, a field stake and / or written individual "*ATS Leak Location Report*".
- J) **ATS** will provide basic traffic warning equipment and traffic control and re-direction with flagmen on an as-needed basis, whenever conditions dictate the necessity of these safety precautions. *ATS Work Zone Safety Equipment* includes but is not limited to safety vests, vehicle arrow boards, strobe warning lights and safety cones that are used whenever our vehicles are parked during the course of the leak survey on residential and other light or slower traffic areas.

## GENERAL CONDITIONS FOR LEAK SURVEYS

### RESPONSIBILITY OF OWNER

The **Owner** will insure easy access to all main line valves, valve boxes or other strategically necessary access points. This may also include exposing and cleaning out auxiliary valves and b-boxes on an as-needed basis if they will facilitate the accurate confirmation and pinpointing of a detected leak. ***This could include:*** breaking loose needed valve covers; pumping water out all valve vaults and boxes and, if necessary, removing debris from those enclosures to make the valves and adjoining pipelines accessible. The **Owner** will also make access available to any point or location strategically needed by **ATS** to perform said work at the discretion of **ATS**.

- If the **Owner** orders leak pinpointing between the curbstop and the customer's building, the **Owner** shall be responsible for making contact with the customer. Pinpointing can be performed on a weekday from 7:00 AM to 4:00 PM without incurring overtime charges.
- The **Owner** will make available to **ATS** any and all available location maps, schematics, as-built drawings, final reports from previous leak surveys, and any other data pertaining to the area being surveyed. Access to the "IDOT LMO-2" Annual Water Audit Reports is also very helpful.
- The **Owner** will make available knowledgeable, qualified personnel for consultation and assistance regarding the **Owner's** water system.
- Identify the authorized representatives of the **Owner** to act on behalf of the **Owner** and sign **ATS** agreements, purchase orders and additional work orders.
- Give **ATS** right of access, and necessary identification required, and notify appropriate authorities (Police, Fire Dept, Public Works Dept, etc.) as needed of program underway.
- The **Owner** will at its option, provide **Traffic Warning Equipment, Traffic Control and Re-Direction with Flagmen** on an ***as-needed basis***, should conditions dictate the necessity of this safety precaution. Instances such as a lane closure in a heavy traffic area may require hiring the services of a **Work Zone Safety Vendor** to provide the necessary traffic control equipment such as barricades, warning lights, arrow panels and temporary barriers. The **Owner** must approve any use of a Work Zone Safety Vendor in advance. **Owner** will be responsible for the costs of the **Work Zone Safety Vendor**.
- **Owner's** repair crews shall make a reasonable effort to provide **ATS** with accurate leak repair information whenever this data is available. ***Repair data should detail the following:*** Date of repair; type of leak; approximate size and shape of the leak orifice; approximate water pressure; and method of repair. This information is necessary for **ATS** to make leak size, water loss and revenue recovery calculations for a comprehensive "***Leak Survey Final Report***".

***Please Note:*** ***ATS does not guarantee the detection or accurate pinpointing of a leak or leaks, but does assure that a best effort in that regard will be put forward.***

Certain input data to the **ATS Leak Detection & Location System** is based upon information received from the **Owner**. The accuracy of the **Owner's** data will directly affect the results of the Leak Survey. **ATS** will attempt to verify such data by consultation with the **Owner** and thereupon will have a right to rely upon the accuracy of the **Owner's** data. **ATS** is not liable for any costs to the Owner as a result of incomplete or inaccurate data supplied by the **Owner** or their representatives.

**AGENDA MEMO**

**Municipal Services Committee  
Meeting Date: February 28, 2011**

**Issue Statement**

Approval of a Resolution authorizing the Mayor and City Clerk to execute a three year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

**Background/History**

The Intergovernmental Agreement with the County of DuPage authorizes the City of Darien to perform the mowing of certain DuPage County rights of way and along certain DuPage County roads. The City of Darien is compensated by DuPage County for performing this mowing along specified DuPage County maintenance jurisdictions. The contract reimbursable amount of \$65,380.00 is the same amount as last year's contract. DuPage County has been requested to increase the cost per acre for reimbursement to the City. City staff was informed that they will not entertain any increased costs for reimbursement as their research from 2008 indicated that the compensation was at a fair value for the industry. The Agreement provides for seven (7) cycles of mowing in the DuPage County maintenance jurisdictions. The proposed agreement is a three year agreement expiring November 15, 2013. Please note the previous agreement was a two year agreement. The City of Darien furnishes all equipment, materials, labor and transportation necessary to perform the required mowing. The locations where the mowing is required are as follows:

<u>Route Number</u>	<u>Highway Name</u>	<u>Locations</u>
15	Cass Avenue	67 <sup>th</sup> Street to Hinswood Drive
31	Plainfield Road	Lakeview Drive/Sawmill Drive to Illinois Route 83
33	75 <sup>th</sup> Street	Median and R.O.W. Lemont Road to Illinois Route 83

**Staff Recommendation**

Staff recommends signing the Intergovernmental Agreement.

**Alternate Consideration**

Not approving the Resolution.

**Decision Mode**

This item will be placed on the March 7, 2011 City Council agenda for formal consideration.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO  
EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY  
OF DARIEN AND THE COUNTY OF DUPAGE  
FOR MOWING ALONG COUNTY ROAD AND RIGHT OF WAYS**

**WHEREAS**, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

**WHEREAS**, an Intergovernmental Agreement has been prepared between the City of Darien and the County of DuPage concerning said mowing along County roads and right of ways, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

**WHEREAS**, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

**SECTION 1:** That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for mowing of grass, weeds and other vegetation growing along the roads and right of ways, subject to the County of DuPage Intergovernmental Agreement paying for the equivalent of seven (7) mowings.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

**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, DUPAGE COUNTY, ILLINOIS, this 21<sup>st</sup> day of March, 2011.**

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

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

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

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 21<sup>st</sup> day of March, 2011.**

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

ATTEST:

\_\_\_\_\_  
JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

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



INTERGOVERNMENTAL AGREEMENT  
 BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF DARIEN  
 FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation. The COUNTY and the CITY are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the CITY are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the CITY agrees to mow grass, weeds and other vegetation along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the CITY as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING

<u>Route Number</u>	<u>Highway Name</u>	<u>Location</u>
15	Cass Avenue	67 <sup>th</sup> St. to Hinswood Dr.
31	Plainfield Road	Lakeview Dr./Sawmill Dr. to IL Rte. 83
33	75 <sup>th</sup> Street	Median and R.O.W. Lemont Rd. to IL Rte. 83

; and

WHEREAS, the COUNTY and the CITY have determined that it is in the best interest of the citizens of DuPage County and the residents of Darien for the CITY to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

## GENERAL CONDITIONS

1. The CITY shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the work to be done in order that it may understand the difficulties and restrictions required to complete the work to be done under this Agreement.
2. The CITY shall furnish all labor, materials, equipment and transportation necessary to complete five (5) cycles and two (2) intermediate mowing(s) as necessary of COUNTY MOWING per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the CITY shall furnish all labor, materials, equipment and transportation necessary to complete an additional cycle of COUNTY MOWING, or of any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the CITY of the portion or portions of roads and rights of way to be mowed during the additional mowing cycle not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the CITY, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the CITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The CITY agrees, covenants, and understands that the CITY bears sole liability for any injury or damage caused by the CITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the CITY except where any injury or damage is caused by the COUNTY.
6. The CITY shall, at all times, fully indemnify, hold harmless and defend the COUNTY, County Officers, agents, employees and board members from any and all claims and demands, actions and causes of action of any character whatsoever, made by any person or party on account of negligent or malicious acts of the CITY, their contractors or persons otherwise associated with the CITY growing out of the performance of the terms and conditions of this Agreement.

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
- (a) Worker's Compensation Insurance in the statutory amounts.
  - (b) Employer's Liability Insurance in an amount not less than five hundred thousand (\$500,000.00) dollars each accident/injury and five hundred thousand (\$500,000.00) each employee/disease.
  - (c) Commercial General Liability Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars excess liability in the annual aggregate injury/property damage.
  - (d) Commercial Automobile Liability Insurance with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
  - (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
  - (f) It shall be the duty of the VILLAGE to provide to the COUNTY, copies of the VILLAGE's Certificates of Insurance, as well as all applicable coverage(s) and endorsements, before the work that is a part of this Agreement can proceed.
  - (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded

will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY.

- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement."
- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such

amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.

9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE CITY:

Public Works Director  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

FOR THE COUNTY:

County Engineer  
DuPage County  
Division of Transportation  
421 North County Farm Road  
Wheaton, Illinois 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2013, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of

way line. Median and island areas are also included as part of this Agreement and shall be mowed back to back of curb.

2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the CITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the CITY to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The CITY shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each mowing cycle shall be no later than the following:
  - First Mowing - May 1
  - Second Mowing - June 1
  - Third Mowing - July 1
  - Fourth Mowing - August 1
  - Fifth Mowing - September 15Two (2) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the CITY \$9,340 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 93.40 acres.
13. The final invoice for all mowing shall be submitted no later than November 15<sup>th</sup> of each year for the term of the Agreement.
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred Dollars per acre (\$100.00 per acre). The DuPage County Division of Transportation will notify the CITY in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be

attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, at Wheaton,  
Illinois.

\_\_\_\_\_  
Daniel J. Cronin, Chairman  
DuPage County Board

ATTEST:

\_\_\_\_\_  
Gary A. King, County Clerk

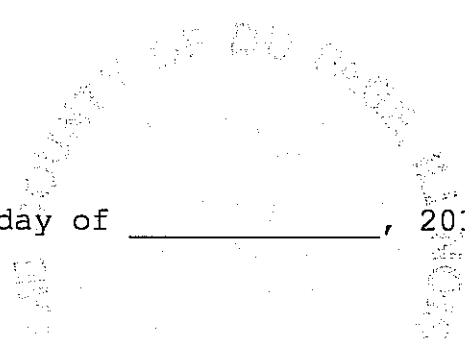
CITY OF DARIEN

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, at Darien,  
Illinois.

\_\_\_\_\_  
Kathleen Weaver, Mayor  
City of Darien

ATTEST:

\_\_\_\_\_  
Joanne F. Coleman, City Clerk  
City of Darien





**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE  
January 24, 2011**

**PRESENT:** Chairperson Joseph Marchese, Alderman John Galan, Alderman Ted Schauer, Dan Gombac-Director, Michael Griffith – Senior Planner, Michael Coren –City Treasurer, Elizabeth Lahey-Secretary

**ABSENT:** None

Chairperson Marchese called the Municipal Services Committee Meeting to order at 6:30 p.m. at City Hall - City Hall Conference Room, Darien, Illinois and declared a quorum present.

**NEW BUSINESS**

**A. Amvets Collection Center – Annual Review for one year renewal.**

Mr. Michael Griffith, Senior Planner, presented the staff report. He reported that an Ordinance was granted in 2005 to allow an Illinois Amvets Collection Center in the Wal-Mart parking lot, with annual renewals. He stated that the center has not received any complaints.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer that based upon the submitted petition, the proposed amendment to the Darien Towne Centre PUD does meet the standards of the Darien Zoning Ordinance and move that the Municipal Services Committee recommend approval of the petition as presented.**

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

Chairperson Marchese announced that this would be on the consent agenda at the City Council meeting.

**B. 2425 75<sup>th</sup> Street, Smashburger – Petitioner seeks approval of a special use to permit an eating establishment within the B-2 Community Shopping Center Business District.**

Mr. Michael Griffith, Senior Planner, presented the staff report. He stated that Mr. Jim Powell representing the petitioner was present. He reported that the subject property is located at the southwest corner of 75<sup>th</sup> Street and Lyman Avenue the Marketplace of Darien shopping center and that the proposed restaurant will occupy the space to the east of Caribou coffee.

Mr. Griffith reported that the PZC held a public hearing and that their main concern was parking. Mr. Griffith stated that there is underutilized parking to the east and west.

Mr. Dan Gombac, Director stated that Smashburger has an interesting concept and he is pleased that they chose Darien.

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

**Alderman Schauer made a motion and it was seconded by Alderman Galan that based upon the submitted petition and the information presented, the request associated with PZC 2010-16 is in conformance with the standards of the Darien City Code and move that the Municipal Services Committee recommend approval of the petition.**

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

Chairperson Marchese announced that this would be on the consent agenda at the City Council meeting.

**C. 1133 James Peter Court – Petitioner seeks a variation to reduce the required rear yard setback for a patio from 20 feet to 10 feet.**

Mr. Michael Griffith, Senior Planner presented the staff report. He reported that the PZC held a public hearing and recommended approval. He stated that the Zoning Ordinance requires a 20 ft. setback in the rear yard for patios and decks, and that the petitioner is asking for 10 ft. Mr. Griffith reported that there was one resident at the public hearing who was concerned with drainage and that staff assured her that the City Engineer would make sure that the drainage is properly maintained.

Mr. Dan Gombac, Director reported that he and the City Engineer reported that there are no issues regarding drainage.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer that based upon the submitted petition and the information presented, the request associated with PZC 2010-17 is in conformance with the standards of the Darien City Code and move that the Municipal Services Committee recommend approval of the petition.**

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

Chairperson Marchese announced that this would be on the consent agenda at the City Council meeting.

**D. Resolution – Accept a proposal from Plotke Asphalt Inc. for the removal and replacement of bituminous aprons and road patches.**

Mr. Dan Gombac, Director presented the staff report. He reported that all of the items D-M will be used throughout the year for projects and possible maintenance items. He stated that this is being introduced early to help with the budget process.

Mr. Gombac reported that staff received three quotes for removal and replacement of bituminous aprons and road patches and that the lowest was provided by Plotke Asphalt Inc. He stated that this pricing will be held in place until May 1, 2011 through April 30, 2012. He further stated that they are a new vendor and have excellent references.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve A RESOLUTION ACCEPTING A PROPOSAL FROM PLOTKE ASPHALT INC. FOR THE REMOVAL AND REPLACEMENT OF BITUMINOUS APRONS AND ROAD PATCHES AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

**E. Resolution – Accept a proposal from Kieft Brothers Inc. for culvert metal pipes, metal bands and metal flared end sections and fittings.**

Mr. Dan Gombac, Director reported that the resolution accepts a proposal from Kieft Brothers Inc. for the culvert metal pipes, metal bands and metal flared end sections and fittings for various Public Works projects for a period of May 1, 2011 through April 30, 2012.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve a RESOLUTION ACCEPTING A PROPOSAL FROM KIEFT BROTHERS INC. FOR CULVERT METAL PIPES, METAL BANDS AND METAL FLARED END SECTIONS AND FITTINGS FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

**F. Resolution – Accepting a proposal from Land and Lakes Company to provide tipping and transfer services for Public Works projects.**

Mr. Dan Gombac, Director reported that this resolution accepts the unit price proposal for tipping and transfer fees from Land and Lakes Company at the proposed unit prices for certain waste from various Public Works projects for a period of May 1, 2011 through April 30, 2012.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve a RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FOR TIPPING AND TRANSFER FEES FROM LAND AND LAKES COMPANY FOR CERTAIN GENERATED WASTE FROM VARIOUS PUBLIC WORKS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

**G. Resolution – Accept a proposal from DAS Enterprises to provide trucking services for Public Works projects.**

Mr. Dan Gombac, Director reported that the resolution accepts a proposal from DAS Enterprises Inc. to provide trucking services at a rate of \$84.00 per hour for services relating to hauling waste generated from excavations from various Public Works projects for a period of May 1, 2011 through April 30, 2012.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve A RESOLUTION ACCEPTING A PROPOSAL FROM DAS ENTERPRISES, INC. TO PROVIDE TRUCKING SERVICES AT A RATE OF \$84.00 PER HOUR FOR SERVICES RELATING TO HAULING WASTE FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

**H. Resolution – Accept a proposal from C & M Pipe Supply for high density polyethylene pipes, bands, flared end sections and fittings.**

Mr. Dan Gombac, Director reported that the resolution accepts a proposal from C & M Pipe Supply for high density polyethylene pipes, bands, flared end sections and fittings as required for various Public Works projects for a period of May 1, 2011 through April 30, 2012.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve A RESOLUTION ACCEPTING A PROPOSAL FROM C & M PIPE SUPPLY FOR HIGH DENSITY POLYETHYLENE PIPES, BANDS, FLARED END SECTIONS AND FITTINGS AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

**I. Resolution – Accept a proposal from All Star Maintenance for placement of topsoil and for the purchase and placement of sod.**

Mr. Dan Gombac, Director reported that during the year the department requires services of a landscaper to complete larger restoration projects from various Public Works projects and if topsoil was used the City would provide the topsoil but the vendor would grade and purchase the sod.

Mr. Gombac reported that staff received two competitive quotes from All Star Maintenance and Beary Landscaping and that they both agreed to match each other's lowest unit costs. He stated that staff would award each vendor a 50/50 split for the work.

Chairperson Marchese questioned the outcome if the City Council does not approve.

Mr. Gombac reported that staff has a methodology in place if no capital projects are approved then the quantities for the services or materials are reduced, eliminated or utilized for maintenance only. He stated that the request for quotes are sent out early to receive the best pricing and allow Staff to budget more accurately to reflect pricing for the upcoming budget.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve A RESOLUTION ACCEPTING A PROPOSAL ALL STAR MAINTENANCE AT THE PROPOSED SCHEDULE OF PRICES FOR THE PLACEMENT OF TOPSOIL AND FOR THE PURCHASE AND PLACEMENT OF FERTIZER AND SOD FOR LANDSCAPE RESTORATION SERVICES FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

**J. Resolution – Accept a proposal from E.D. Siebert Trucking Service Inc. to purchase stone for Public Works projects.**

Mr. Dan Gombac, Director reported that the resolution accepts a proposal from E.D. Siebert Trucking Service Inc. to purchase stone for Public Works projects for a period of May 1, 2011 through April 30, 2012.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve A RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE OF STONE AT THE PROPOSED UNIT PRICES FROM E.D. SIEBERT TRUCKING SERVICE INC. FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

**K. Resolution – Accept a proposal from Vulcan Construction Materials to provide stone and delivery for Public Works projects.**

Mr. Dan Gombac, Director reported that the resolution accepts a proposal from Vulcan Construction Materials Inc. to provide stone delivery for Public Works projects for a period of May 1, 2011 through April 30, 2012.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve A RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE OF STONE AT THE PROPOSED UNIT PRICES FROM VULCAN CONSTRUCTION MATERIALS INC. FOR CA-6 AND CA-7 STONE DELEIVERED TO THE CITY OF DARIEN FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012.**

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

- L. Resolution – Accept a proposal from Norwalk Tank Company for storm sewer structures, iron grates and concrete adjusting rings.**

Mr. Dan Gombac, Director reported that the resolution accepts a proposal from Norwalk Tank Company for storm sewer structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2011 through April 30, 2012.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY FOR STORM SEWER STRUCTURES, IRON SEWER GRATES, CONCRETE ADJUSTING RINGS FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

- M. Resolution – Accept a proposal from DuPage Topsoil for the purchase of topsoil.**

Mr. Dan Gombac, Director reported that the resolution accepts a proposal from DuPage Topsoil, Inc. at the proposed schedule of prices for topsoil for various public works projects for a period of May 1, 2011 through April 30, 2012.

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

**Alderman Galan made a motion and it was seconded by Alderman Schauer to approve A RESOLUTION ACCEPTING A PROPOSAL FROM DUPAGE TOPSOIL INC. AT THE PROPOSED SCHEDULE OF PRICES FOR TOPSOIL FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2011 THROUGH APRIL 30, 2012 PENDING THE BUDGET PROJECTS.**

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

- N. Minutes – December 20, 2010 Municipal Services Committee**

**Alderman Schauer made a motion and it was seconded by Alderman Galan to approve the December 20, 2010 Municipal Services Committee Meeting Minutes.**

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

- O. Discussion/Overview-Dead End Bentley Avenue – North of 69<sup>th</sup> Street**

Mr. Dan Gombac, Director presented the staff report. He stated that in preparation for the 2011 street program staff would like the Committee to discuss enhancements to the dead end north of 69<sup>th</sup> street on Bentley Avenue.

Mr. Gombac reported that residents in the area were mailed an informational letter and survey regarding the removal of the existing Bentley Avenue roadway north of 69<sup>th</sup> Street and replacing it with turf. He reported that of the four surveys, three voted no and one voted yes in favor of the turf enhancement. He further reported that staff recommends that the proposed project not be considered at this time and that the residents will be contacted regarding the outcome.

Alderman Galan questioned if the City plows the area.

Mr. Gombac reported that staff does not plow the area and no resurfacing of that roadway will be scheduled for the 2011 program. Mr. Gombac stated that the department will remove the existing asphalt gutter and replace with a concrete curb and gutter.

## **DIRECTOR'S REPORT**

### **a. Update – Brush Pick-Up Program**

Mr. Dan Gombac, Director reported that Mayor Weaver, received a request from a resident regarding the brush pick-up schedule and directed the Staff and Committee to re-visit the pick-up schedule. He reported that staff reviewed the operations and considered resident feedback and recommend that the following dates be implemented:

April 25-28, 2011, June 20-24, 2011, August 22-26, 2011 and October 24-28, 2011.

Chairperson Marchese inquired to whether the program would incur any additional funding increases or expenses.

Mr. Gombac reported that the proposed schedule would not require any additional funding increases or expenses. The manpower utilized for the revised schedule would be accommodated by the department.

Chairperson Marchese stated that this effort continues with the methodology set forth from the original reduced brush pickup and continues to save the City money.

### **b. EPA Update - handout**

Mr. Gombac reported that the EPA recently issued guidance for chromium-6 monitoring and that the Federal EPA is determining what the new level will be. He reported that this information will be provided in the near future. He further reported that the City of Chicago is responsible for the treatment.

### **c. City Hall – Snow Plowing Service**

Mr. Gombac reported that Alderman Galan requested discussion regarding the use of outside contractors for snow/ice removal. He reported that outside contractors are utilized when the department is called out for a snow/deicing operation and that the Superintendent identifies the staffing required for the snow/ice operation of the City streets, City Hall and Police Department parking lot.

Mr. Gombac reported that All Star Maintenance is used to supplement the removal process and that the quote provided in the staff report is based on a 1-3" snowfall and that the cost comparisons are surprising favorable. He stated that of the 25 events that 60% were outsourced and 40% were completed in-house.

Alderman Galan stated that the Municipal Services Committee was aware of the task and that this was built into the budget. Alderman Galan also stated that it is important that Public Works utilizes outsourced contractors when and where it is necessary, especially for the police department which is a 24 hour facility.

Chairperson Marchese noted to the Committee that utilizing contractors is necessary due to the fact that one full time employee was eliminated.

Mr. Gombac reported that there is still \$2200 in the account and that the costs may be over what was estimated depending on the weather.

### **NEXT MEETING**

Chairperson Marchese announced that the next scheduled meeting will be held on Monday, February 28, 2011 at 6:30 p.m.

### **PRESENTATION AND TOUR OF THE PUBLIC WORKS FACILITY AND EQUIPMENT**

At 7:15 p.m. the Municipal Services Committee recessed the meeting and reconvened at the Public Works Facility located at 1041 South Frontage Road. Staff from the Public Works Department provided a presentation and tour of the Public Works facility and equipment.

Staff discussed the following vehicles for consideration:

Nine Ton Dump Truck Unit 110 – 1999 vehicle. Engine may require replacement in the short term. Uses 5 quarts of oil in seven hours. \$12,099 in parts and 208 hours of maintenance hours. Vehicle was passed up last year. \$163,000 to replace.

Utility Truck Unit 111 - 1999 vehicle with 95,000 miles with rusted cabinets. Repair costs \$3,600 in parts. New vehicle will be an all around truck costing approximately \$45,000.

1 Ton Dump Truck Unit 112 – 1998 vehicle with 138,000 miles. New vehicle will have all stainless steel and a plow and spreader. Vehicle passed up for the last two years.

Asphalt Vibratory Plate Compactor – Compactor purchased in 1997.

Pick-Up Truck Unit 600 – 1995 vehicle used for general run around. 130,000 miles and \$4,788 parts and \$2,000 labor. Leaking gasoline. Vehicle passed up last year.

503 – Vehicle has 114,000 miles. Replace with a F250 for approximately \$34,000. Present vehicle is not four wheel drive



Brush Chipper Unit 317 – Still working. Can be postponed for one more year.

Truck Replacement Unit 500 - Police seizure vehicle used in Water Dept. Not safe pulls over on roads and puts on hazard lights. Vehicle has 100,000 miles and has \$4,000 in repairs. \$26,000 to purchase new.

Chairperson Marchese stated that the trucks utilized for snow events such as 110 and 112 need to be considered as high priority. The Committee echoed in support of the chairman's statement and also conveyed that the additional vehicles as presented need to be replaced.

**ADJOURNMENT**

There being no other business before the Committee, Alderman Galan made a motion and it was seconded by Alderman Schauer to adjourn. Upon voice vote, **THE MOTION CARRIED** unanimously and the meeting adjourned at 8:15 p.m.

**RESPECTFULLY SUBMITTED:**

**APPROVED:**

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**Elizabeth Lahey**  
Secretary

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**Joseph Marchese**  
Chairperson

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**John Galan**  
Alderman

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**Ted Schauer**  
Alderman