

CITY OF DARIEN TEMPORARY AMENDMENT TO CITY COUNCIL MEETING RULES FOR COMPLIANCE WITH ILLINOIS OPEN MEETINGS ACT:

- The public is permitted to attend the City Council meeting but the meeting room will be limited to 20 members of the public at one time. The public will be required to maintain social distancing rules and are required to wear a mask while in the building.
- Members of the public physically present must be able to hear all discussion and testimony and all votes of the members of the body. This would mean that members of the public physically present, if more than 20, can be in a different room at City Hall. For example, this can be accomplished by offering a call-in telephone number, a web-based link such as YouTube presenting meeting live or viewing the meeting on cable at City Hall.

Visit the City of Darien [YouTube channel](#) to view the meeting live.

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN
November 1, 2021
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [October 18, 2021](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Consideration of a Motion to Approve the Reappointment of Elizabeth Hayes to the Holiday Home Decorating Committee

- B. Consideration of a Motion to Approve the Appointment of Steven Wernecke, Tracy Thomson and Leslie Sweeney to the [Holiday Home Decorating Committee](#)

- 9. City Clerk's Report
 - A. 2022 Vehicle Sticker Lottery

- 10. City Administrator's Report

- 11. Department Head Information/Questions

- 12. Treasurer's Report
 - A. Warrant Number — [21-22-13](#)

- 13. Standing Committee Reports

- 14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

- 15. Old Business

- 16. Consent Agenda
 - A. Consideration of a Motion to Approve a Resolution to Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the [2022 Street Maintenance Program](#) Contract Bid Booklet, in an Amount not to Exceed \$34,684.00
 - B. Consideration of a Motion to Approve a Resolution to Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for [Pavement Corings for the Proposed 2022 Street Maintenance Program](#), in an Amount not to Exceed \$10,400.00
 - C. Consideration of a Motion to Approve a Resolution Approving a Proposal Extension with Vulcan Construction Materials, LLC, for the [Purchase and Delivery of Stone](#) for Public Works Projects for a Period of May 1, 2022 through April 30, 2023
 - D. Consideration of a Motion to Approve a Resolution Approving a Proposal Extension with Vulcan Construction Materials, LLC, for the [Purchase and Pick up of Stone](#) for Public Works Projects at the Proposed Unit of Prices for a Period of May 1, 2022 through April 30, 2023
 - E. Consideration of a Motion to Approve a Resolution Approving a Proposal Extension with Chicagoland Paving Contractors Inc. for the [Removal and Replacement of Bituminous Aprons and Road Patches](#) at the Proposed Unit Pricing as Required for Various Public Works Projects for a period of May 1, 2022 through April 30, 2023

- F. Consideration of a Motion to Approve a Resolution Approving a Proposal Extension with JC Landscaping & Tree Services, Inc. at the Proposed Schedule of Prices for the [Rear Yard Drainage Assistance Program](#) for a Period of May 1, 2022 through April 30, 2023
 - G. Consideration of a Motion to Approve a Resolution Accepting a Storm Sewer Easement from the Following Property: [609 Chippewa Lane](#) 09-27-403-003
 - H. Consideration of a Motion to Approve a Resolution Approving a Proposal Extension with XBE, LLC to Provide [Trucking Services Relating to Hauling Waste](#) Generated from Excavations for a Period of May 1, 2022 through April 30, 2023
 - I. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of the Deicing/Anti-icing Chemical Product, ThermaPoint R](#), from Industrial Systems Ltd., in an Amount not to Exceed \$10,500 (Approximately 9,200 Gallons x \$1.14/Gallon)
 - J. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Winter Sentry, the Deicing/Anti-Icing Chemical Product](#), from Harmony Deicing, in an Amount not to Exceed \$4,500 (4,500 Gallons x \$1.00/Gallon)
17. New Business
- A. Consideration of a Motion to Approve a Resolution Approving [Contract with LRS](#)
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE OCTOBER 18, 2021 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:07 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

October 18, 2021

7:30 P.M.

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:30 P.M. by Mayor Marchese.

2. **PLEDGE OF ALLEGIANCE**

Mayor Marchese led the Council and audience in the Pledge of Allegiance.

3. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Thomas J. Belczak	Joseph A. Kenny
	Thomas M. Chlystek	Ted V. Schauer
	Eric K. Gustafson	Mary Coyle Sullivan

Absent: Lester Vaughan

Also in Attendance: Joseph Marchese, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon Vana, City Administrator
Gregory Thomas, Police Chief
Daniel Gombac, Director of Municipal Services

4. **DECLARATION OF A QUORUM** — There being six aldermen present, Mayor Marchese declared a quorum.

5. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

Joe Myczek commented that he corresponded with Administrator Vana and Mayor Marchese regarding 2022 proposal for garbage and recycling. Mr. Myczek agreed with a “cart only” program to cut labor and time; he shared 3-tier cart pricing suggestion.

6. **APPROVAL OF MINUTES** – October 4, 2021 City Council Meeting

It was moved by Alderman Kenny and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of October 4, 2021.

Roll Call:	Ayes:	Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan
	Nays:	None
	Absent:	Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderwoman Sullivan received communication from Paula Wallrich expressing concern with proposed refuse services program. Ms. Wallrich felt there were better ways to advocate for better care of the environment; she encouraged a plan for less waste.

Alderman Kenny received communication from Nancy Nuzbach inquiring if proposed refuse services program allows for suspension of services while out-of-town. Administrator Vana stated proposal would account for vacation and winter-away holds.

8. **MAYORS REPORT**

A. MAYORAL PROCLAMATION “GARDEN CLUB DAY” (NOVEMBER 1, 2021)

Mayor Marchese read the proclamation into record declaring November 1, 2021 as Garden Club Day. Numerous members of the Garden Club accepted the proclamation; the Club President thanked the City for supporting their endeavors over the years.

Mayor Marchese thanked members for all they do; he stated it has been a privilege to have a group conscious of the monarch butterfly, milkweed, and daylilies that beautify our community.

B. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF MEMBERS TO THE CITIZEN OF THE YEAR COMMITTEE: LINDA BOROWIAK, JAMES D. GOETZINGER, BONNIE KUCERA, GERRY KUCERA AND CAROL MALLERS

It was moved by Alderman Schauer and seconded by Alderwoman Sullivan to approve the reappointment of members to the Citizen of the Year Committee: Linda Borowiak, James D. Goetzinger, Bonnie Kucera, Gerry Kucera, and Carol Mallers.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Linda Borowiak, James D. Goetzinger, Bonnie Kucera, Gerry Kucera, and Carol Mallers.

Mayor Marchese will be meeting with the committee for the Citizen of the Year Dinner Dance. He announced Alderwoman Sullivan will resume the role of Council liaison working with the Citizen of the Year Committee.

Mayor Marchese encourage all to send in nominations.

9. **CITY CLERK'S REPORT**

A. 2022 VEHICLE STICKER LOTTERY

Clerk Ragona read the list of non-profit organizations that were offered the opportunity to participate; she stated no responses were received. Clerk Ragona noted Alderwoman Sullivan provided other suggested organizations. Clerk Ragona postponed the lottery to the November 1, 2021 City Council Meeting; letters will be sent to the organizations.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana explained the first step of the annual process for the local tax levy is on the agenda. He noted the extension over last year's extension has not changed. A formal Ordinance will be on the November agenda for approval by Council.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 21-22-12

It was moved by Alderwoman Belczak and seconded by Alderwoman Sullivan to approve payment of Warrant Number 21-22-12 in the amount of \$890,581.87 from the enumerated funds, and \$277,700.69 from payroll funds for the period ending 10/07/21 for a total to be approved of \$1,168,282.56.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. MONTHLY REPORT – SEPTEMBER 2021

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of September 2021.

<u>General Fund:</u>	Revenue \$8,882,068; Expenditures \$6,341,615; Current Balance \$6,901,914
<u>Water Fund:</u>	Revenue \$2,535,425; Expenditures \$2,430,466; Current Balance \$3,707,921
<u>Motor Fuel Tax Fund:</u>	Revenue \$615,277; Expenditures \$1,306,271; Current Balance \$675,330
<u>Water Depreciation Fund:</u>	Revenue \$855; Expenditures \$159,616; Current Balance \$2,936,608
<u>Capital Improvement Fund:</u>	Revenue \$1,688,433; Expenditures \$1,128,622; Current Balance \$8,774,197

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the next Administrative/Finance Committee meeting is scheduled for November 1, 2021 at 6:00 P.M. She stated the Economic Development Committee will be conducting an Economic Development Workshop on Saturday, October 23 from 9:00 A.M. – 1:00 P.M.; planning session will be led by Bryan Gay.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for October 25, 2021 at 7:00 P.M.

Police Committee – Chairman Kenny stated the minutes of the May 17, 2021 meeting were approved and submitted to the Clerk’s Office. He announced the Police Committee meeting is scheduled for November 15, 2021 at 6:00 P.M. in the Police Department Training Room.

14. **QUESTIONS AND COMMENTS – AGENDA RELATED**

Joe Myczek commented regarding fall leaf collection; he noticed lawn service putting leaves at curb and in street. Director Gombac stated residents should call “911” to file a report in order for citations to be issued.

Mayor Marchese commented that lawn services in his area mulch leaves. Alderman Kenny suggested obtaining license plate of offender. Council discussion ensued regarding licensing of contractors.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

Mayor Marchese stated New Business Item A was moved to Consent Agenda as Item C.

A. CONSIDERATION OF A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN WOMAN’S CLUB

B. CONSIDERATION OF A MOTION TO APPROVE THE TAX LEVY DETERMINATION FOR GENERAL AND SPECIAL PURPOSES FOR FISCAL YEAR 2021-2022

C. RESOLUTION NO. R-66-21 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE (UNION) DARIEN CHAPTER #48 UNIT "B" - SWORN EMPLOYEES AND THE CITY OF DARIEN (CITY) (JANUARY 8, 2022 THROUGH JANUARY 7, 2023)

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan

Nays: None

Absent: Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

17. **NEW BUSINESS**

There was no New Business.

18. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

Alderwoman Sullivan...

...thanked Director Gombac and Municipal Services Staff for follow-up with Illinois Department of Transportation regarding fencing on North Frontage Road.

...announced Hinsdale South High School will present “RENT School Edition” from November 11 – 14; show times 7:00 P.M. Thursday – Saturday and 2:00 P.M. on Sunday.

Mayor Marchese stated that Willowbrook Mayor Frank Trilla conducted a fundraiser to benefit the “National Kidney Foundation” and raised nearly \$60,000, with \$28,000 stemming from auction items. Mayor Marchese was overwhelmed by the generosity of donors; he thanked Mayor Trilla for running a successful fundraiser.

19. **ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Alderman Kenny and seconded by Alderman Belczak to adjourn the City Council meeting.

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:03 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-18-21. Minutes of 10-18-21 CCM.

CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Kathleen Moesle Weaver

DATE: October 28, 2021

SUBJECT: REAPPOINTMENT TO HOLIDAY HOME DECORATING COMMITTEE

This is written to request your advice and consent to the reappointment of Elizabeth Hayes to the Holiday Home Decorating Committee. She has agreed to serve the City and have expressed an interest in this Committee.

As always, if you have any questions, please contact me.

mg

CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Joseph A. Marchese

DATE: October 28, 2021

SUBJECT: APPOINTMENTS TO THE HOLIDAY HOME DECORATING COMMITTEE

This is written to request your advice and consent to the appointment of [Steven Wernecke](#), [Tracy Thompson](#) and [Leslie Sweeney](#) to the Holiday Home Decorating Committee. They have agreed to serve the City and has expressed an interest in this Committee.

As always, if you have any questions, please contact me.

mg

CITY OF DARIEN

APPLICATION FOR SERVICE ON CITY COMMISSION

Are you interested in serving on a City Commission? If so, please complete this application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Date 10.20.21

Name STEVEN WERNECKE

Address _____ (Phone) _____

Email _____

How long have you lived in Darien? 33 years

Where did you live prior to coming to Darien? _____

If Married, Spouse's Name Nancy Children (include ages) 0

Education: B.S. If you attended college, what was your major? Economics

Present Employer Retired. Phone _____

Address _____ Fax _____

Nature of Occupation _____

Other Employment Experience _____

Interests and Hobbies? Golf, Reading, decorating

Of what local organizations have you been a member? (Please include offices held, if any) _____

Darien Lions

Have you served the community in any other way? helped with OLOP on

Food drives, helped the Park District at Hoe Down

Time you would have available to serve the City _____

In which of the following areas would you like to serve? (Please feel free to check more than one.)

Citizen of the Year Committee Planning and Zoning Commission

Economic Development Committee Police Pension Board

Environmental Committee

Other (Please specify) Holiday Decorating

Fire & Police Commission

Committee

What are your qualifications for this position(s)?

years of experience Decorating my house,
And 19 Jewel/Osco's for every season
for 35 years.

Why are you interested in this position(s)?

I think it would be fun!!

What can you contribute to this board(s) or commissions(s)?

my ~~opinion~~ opinion



APPLICATION FOR SERVICE ON CITY COMMISSION

Are you interested in serving on a City Commission? If so, please complete this application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Date 10/21/21

Name Tracy Thomson Johnson

Address [Redacted] (Phone [Redacted])

Email [Redacted]

How long have you lived in Darien? 12/7/21 will be 20 yrs

Where did you live prior to coming to Darien? Riverside IL

If Married, Spouse's Name Nathan Children (include ages) [Redacted]

Education: N/A Undergrad If you attended college, what was your major? B.S. Communication

Present Employer [Redacted] Phone [Redacted]

Address [Redacted] Fax N/A

Nature of Occupation Consultant in Higher Education Technology + Business

Other Employment Experience Sr. level Business Dev./SALES + Company President Management

Interests and Hobbies? Investing, Running, Scouts, Sports Team/Chicago Skiing, Reading, Holiday decorating + crafts

Of what local organizations have you been a member? (Please include offices held, if any)

Darien Lions Club, Cub Scout Pack 36 (Darien), Operation Welcome You Home

Have you served the community in any other way? participate in many local events and fundraising

Time you would have available to serve the City Evenings and weekends

In which of the following areas would you like to serve? (Please feel free to check more than one.)

- Citizen of the Year Committee
- Economic Development Committee
- Environmental Committee
- Planning and Zoning Commission
- Police Pension Board
- Other (Please specify) Home Holiday Decorating Committee

What are your qualifications for this position(s)?

I have lead a number of holiday decorating and crafting events. For Operation Welcome You Home ~~we~~ I designed and made all of the ornaments for our holiday tree exhibit at Cantigny. We won 1st

Place; a prize over \$3 thousand dollars for the organization. Also, I develop all holiday crafts for our local Cub Scouts. Finally, as a Darien resident I enjoy the holiday lights and designs in the community.

Why are you interested in this position(s)?

I feel it is a wonderful opportunity to use my skills and get involved with a community activity that brings joy to many.

What can you contribute to this board(s) or commissions(s)?

As a thoughtful leader, I can contribute ideas, assist in planning, budget, coordination, fair evaluation, and much more. I am never afraid to jump in where needed and I have a love for Darien.



CITY OF DARIEN

APPLICATION FOR SERVICE ON CITY COMMISSION

Are you interested in serving on a City Commission? If so, please complete this application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Date 10/27/21

Name Leslie Sweeney

Address [REDACTED] (Phone [REDACTED])

Email [REDACTED]

How long have you lived in Darien? 18 yrs. 10/3/2004

Where did you live prior to coming to Darien? La Grange Il

If Married, Spouse's Name Christopher Children (include ages) [REDACTED]

Education: BA in Finance If you attended college, what was your major? Finance

Present Employer [REDACTED] Phone [REDACTED]

Address [REDACTED] Fax [REDACTED]

Nature of Occupation Sales Institutional Fixed Income (Structured Products)

Other Employment Experience _____

Interests and Hobbies? Scouts, Darien Lions, Skiing and Assisting kids in there sports

Of what local organizations have you been a member? (Please include offices held, if any) _____

Committee Chair, and former Den Leader for Cub Scout Pack 36, and Darien Lions club member

Have you served the community in any other way? Volunteer for sports as assistant coach

Time you would have available to serve the City Depends on the time commitment required for the Committee but a few hours a week.

In which of the following areas would you like to serve? (Please feel free to check more than one.)

- Citizen of the Year Committee
- Economic Development Committee
- Environmental Committee
- Fire & Police Commission
- Planning and Zoning Commission
- Police Pension Board
- Other (Please specify) Holiday Home Decorating Committee

What are your qualifications for this position(s)?

_ My interest in the holidays and going to look at lights a decorations at many local venues

-

Why are you interested in this position(s)?

It is been an interest of mine to be more involved in the community. The Mayor thought this would be a good opportunity to start getting involved therefore I accepted when he asked if I would be interested.

What can you contribute to this board(s) or commissions(s)?

_ My input on home decorations and if there is information on what is expected.

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
November 1, 2021**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund				\$234,076.14
Water Fund				\$60,694.80
Motor Fuel Tax Fund				\$896.87
Water Depreciation Fund				
Stormwater Management Fund				
E-Citation Fund				
Capital Improvement Fund				16.80
State Drug Forfeiture Fund				
Federal Equitable Sharing Fund				
DUI Technology Fund				
			Subtotal:	<u>\$295,684.61</u>
General Fund Payroll	10/21/21	\$	226,364.99	
Water Fund Payroll	10/21/21	\$	31,479.94	
		Subtotal:	\$	<u>257,844.93</u>
Total to be Approved by City Council:				<u>\$ 553,529.54</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/19/2021 Through 11/1/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	BACK UP SERVICE- NOV 2021	AP110121	4325	Consulting/Professional	1,300.00
AIS	CLOUD HOSTING- NOV 2021	AP110121	4325	Consulting/Professional	20.00
AIS	BLOCK PURCHASE- NOV 2021	AP110121	4325	Consulting/Professional	5,130.26
COMCAST BUSINESS	CABLE TV FOR CITY	AP110121	4271	Utilities (Elec,Gas,Wtr,Sewer)	41.88
DUPAGE COUNTY RECORDER	RECORDING FEES- WEED REMOVAL 6726 LEONARD DR	AP110121	4221	Legal Notices	11.00
DUPAGE COUNTY RECORDER	RECORDING/RELEASE OF LIEN-8525 MEADOW LANE	AP110121	4221	Legal Notices	11.00
DUPAGE COUNTY RECORDER	RECORDING/RELEASE OF LIENS- 8525 MEADOW LANE	AP110121	4221	Legal Notices	22.00
DUPAGE COUNTY RECORDER	RECORDING/RELEASE OF LIENS- 9101 CHEESE RD	AP110121	4221	Legal Notices	12.00
GOVTEMPSUSA LLC	VANA (10-10-21)	AP110121	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (10-17-21)	AP110121	4325	Consulting/Professional	3,415.38
I.R.M.A.	2021 CLOSED CLAIMS- SEPT 2021	AP110121	4219	Liability Insurance	2,500.00
IMPACT NETWORKING, LLC	KONICA AGREEMENT (10-18 thru 11-17-21) also PW HP Equipment	AP110121	4225	Maintenance - Equipment	150.00
O DELSON, STERK, MURPHY, FRAZIER &	LEGAL SERVIJCES- SEPT 2021	AP110121	4219	Liability Insurance	55.00
OFFICE DEPOT	2022 DESK CALENDAR- DAN G	AP110121	4253	Supplies - Office	15.99
OFFICE DEPOT	2022 CALENDARS- CH	AP110121	4253	Supplies - Office	152.95
QUADIENT FINANCE USA INC	POSTAGE FOR POSTAGE METER	AP110121	4233	Postage/Mailings	500.00
STAPLES BUSINESS ADVANTAGE	ANNUAL PAPER ORDER (25 X \$33.49 per case)	AP110121	4253	Supplies - Office	837.25

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/19/2021 Through 11/1/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SUNCOM TV	REPAIR /REPLACE ADAPTER	AP110121	4815	Equipment	662.60
				Total Administration	18,252.69

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 10/19/2021 Through 11/1/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVIJCES- SEPT 2021	AP110121	4219	Liability Insurance	770.00
				Total Community Development	770.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/19/2021 Through 11/1/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	HAULING- 9-24-21	AP110121	4223	Maintenance - Building	616.00
119TH STREET MATERIALS	HAULING 10-6-21	AP110121	4223	Maintenance - Building	672.00
A&W TRAILER LLC	TRAILER TIRE AND PINTLE HOOK	AP110121	4225	Maintenance - Equipment	565.00
ADVANCE AUTO PARTS	SUPER HC V-BOLT #308	AP110121	4225	Maintenance - Equipment	46.68
ADVANCE AUTO PARTS	THRD REPAIR KIT FOR SHOP	AP110121	4229	Maintenance - Vehicles	42.45
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1041 S FRONTAGE (Nov thru Jan)	AP110121	4223	Maintenance - Building	203.43
ALTA CONSTRUCTION EQUIPMENT IL	GEAR BOX FOR #207	AP110121	4225	Maintenance - Equipment	1,288.14
ALTA CONSTRUCTION EQUIPMENT IL	STARTER FOR #202	AP110121	4225	Maintenance - Equipment	428.78
ALTA CONSTRUCTION EQUIPMENT IL	KABOTA PARTS #207	AP110121	4229	Maintenance - Vehicles	384.00
ALTA CONSTRUCTION EQUIPMENT IL	STARTER FOR 202	AP110121-2	4225	Maintenance - Equipment	428.78
ALTA CONSTRUCTION EQUIPMENT IL	KOBOTA PARTS #207	AP110121-2	4225	Maintenance - Equipment	384.00
ALTA CONSTRUCTION EQUIPMENT IL	GEAR BOX FOR 207	AP110121-2	4229	Maintenance - Vehicles	1,268.14
ALTA CONSTRUCTION EQUIPMENT IL	CREDITS FOR VOIDED CHECKS	APCREDITS11...	4225	Maintenance - Equipment	(428.78)
ALTA CONSTRUCTION EQUIPMENT IL	CREDITS FOR VOIDED CHECKS	APCREDITS11...	4225	Maintenance - Equipment	(1,288.14)
ALTA CONSTRUCTION EQUIPMENT IL	CREDITS FOR VOIDED CHECKS	APCREDITS11...	4229	Maintenance - Vehicles	(384.00)
AQUA FIORI	PD /CH SPRINKLERS	AP110121	4223	Maintenance - Building	300.00
BONNELL INDUSTRIES INC.	EQUIPMENT /SUPPLIES	AP110121	4815	Equipment	61,994.00
CENTRAL SOD FARMS	SOD 4-22-21	AP110121	4257	Supplies - Other	144.00
CINTAS #769	MATT RENTAL - CITY HALL	AP110121	4223	Maintenance - Building	45.12
CINTAS #769	MATT RENTAL - PUBLIC WORKS	AP110121	4223	Maintenance - Building	50.87
COM ED	COM ED 0788310001 1041 S FRONTAGE RD, DARIEN	AP110121	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
DYNAMIC IRRIGATION	IRRIGATION INSTALL - NW CORNER 75TH /PLAINFIELD	AP110121	4350	Forestry	11,325.71

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/19/2021 Through 11/1/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DYNAMIC IRRIGATION	IRRIGATION INSTALL- 75TH ST - West of Plainfield Rd	AP110121	4350	Forestry	11,325.71
DYNAMIC IRRIGATION	IRRIGATION INSTALL- 75TH ST - East of Plainfield Rd	AP110121	4350	Forestry	11,325.71
DYNAMIC IRRIGATION	IRRIGATION INSTALL- 75TH ST - West of Cass Ave	AP110121	4350	Forestry	11,325.71
EXPERT CHEMICAL & SUPPLY INC	ICE MELT	AP110121	4223	Maintenance - Building	896.70
FACTORY CLEANING EQUIPMENT INC	SWEEPER REPAIR	AP110121	4225	Maintenance - Equipment	367.00
IMPACT NETWORKING, LLC	KONICA AGREEMENT (10-18 thru 11-17-21) also PW HP Equipment	AP110121	4225	Maintenance - Equipment	18.08
INTERSTATE BILLING SERVICE INC	EMERGENCY REPAIR FOR #110 (Power Issue)	AP110121	4229	Maintenance - Vehicles	5,753.75
INTERSTATE BILLING SERVICE INC	REPAIRS FOR #110	AP110121	4229	Maintenance - Vehicles	9,402.80
INTERSTATE BILLING SERVICE INC	SHOCK ABSORBER- #109	AP110121	4229	Maintenance - Vehicles	328.90
LAWSON PRODUCTS INCORPORATED	MECHANIC SUPPLIES	AP110121	4225	Maintenance - Equipment	517.73
LIFTNOW AUTOMOTIVE EQUIPMENT	MECHANIC LIFT	AP110121	4259	Small Tools & Equipment	51,932.41
MONROE TRUCK EQUIPMENT	PLOW BLADES	AP110121	4229	Maintenance - Vehicles	1,906.96
NORWALK TANK	SEWER REPAIR PARTS	AP110121	4257	Supplies - Other	389.80
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	AP110121	4219	Liability Insurance	40.50
OFFICE DEPOT	2022 CALENDARS- PW	AP110121	4253	Supplies - Office	60.73
ORANGE CRUSH LLC	HMA PRIVATE SURFACE 10-15-21	AP110121	4257	Supplies - Other	425.36
ORANGE CRUSH LLC	HMA PRIVATE SURFACE 10-18-21	AP110121	4257	Supplies - Other	103.48
ORANGE CRUSH LLC	HMA PRIVATE SURFACE 10-19-21	AP110121	4257	Supplies - Other	217.36
ORKIN LLC	ORKIN 2021-22 ANNUAL AGREEMENT- 1710 PLAINFIELD RD	AP110121	4223	Maintenance - Building	858.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/19/2021 Through 11/1/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ORKIN LLC	ORKIN 2021-22 ANNUAL AGREEMENT- 1702 PLAINFIELD RD	AP110121	4223	Maintenance - Building	738.00
ORKIN LLC	ORKING ANNUAL AGREEMENTS FOR PD AND CH	AP110121	4223	Maintenance - Building	1,532.16
ORKIN LLC	2021-22 ANNUAL AGREEMENT- 1710 PLAINFIELD RD	AP110121-2	4223	Maintenance - Building	858.00
ORKIN LLC	2021-22 ANNUAL AGREEMENT - 1702 PLAINFIELD RD	AP110121-2	4223	Maintenance - Building	738.00
ORKIN LLC	2021-22 ANNUAL AGREEMENT - 1710 PLAINFIELD RD	AP110121-3	4223	Maintenance - Building	823.68
ORKIN LLC	2021-22 ANNUAL AGREEMENT- 1702 PLAINFIELD RD	AP110121-3	4223	Maintenance - Building	708.48
ORKIN LLC	CREDIT FOR VOID CHECK 058247	APCREDIT1101...	4223	Maintenance - Building	(738.00)
ORKIN LLC	CREDIT FOR VOID CHECK 058247	APCREDIT1101...	4223	Maintenance - Building	(858.00)
ORKIN LLC	CREDITS FOR VOIDED CHECKS	APCREDITS11...	4223	Maintenance - Building	(738.00)
ORKIN LLC	CREDITS FOR VOIDED CHECKS	APCREDITS11...	4223	Maintenance - Building	(858.00)
ORKIN LLC	CREDITS FOR VOIDED CHECKS	APCREDITS11...	4223	Maintenance - Building	(1,532.16)
QUADIENT FINANCE USA INC	POSTAGE FOR POSTAGE METER	AP110121	4233	Postage/Mailings	10.00
RED WING SHOES	BOOTS- DAVE FELL	AP110121	4219	Liability Insurance	201.23
SEBERT LANDSCAPING	CITY LANDSCAPING-75TH ROW	AP110121	4350	Forestry	4,741.66

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/19/2021 Through 11/1/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SEBERT LANDSCAPING	CITY LANDSCAPING- ENTRANCE SIGNS	AP110121	4350	Forestry	985.00
SEBERT LANDSCAPING	CITY LANDSCAPING- CLOCK TOWER	AP110121	4350	Forestry	2,635.66
SEBERT LANDSCAPING	CITY LANDSCAPING- CITY HALL COMPLEX	AP110121	4350	Forestry	2,612.33
SITE ONE LANDSCAPE SUPPLY	POP UP SPRINKLER HEAD	AP110121	4257	Supplies - Other	1.60
STAPLES BUSINESS ADVANTAGE	ANNUAL PAPER ORDER (5 X \$33.49 per case)	AP110121	4253	Supplies - Office	167.45
STATE CHEMICAL SOLUTIONS	PUBLIC WORKS MAINTENANCE SUPPLIES	AP110121	4223	Maintenance - Building	209.91
TAPCO	STREET SIGN PARTS	AP110121	4257	Supplies - Other	207.85
THOMAS J. MASEK	MASEK CDL RENEWAL -10-14-21	AP110121	4219	Liability Insurance	65.00
TITAN IMAGE GROUP INC	UNIFORM- BRUZAN AND GREEN	AP110121	4269	Uniforms	280.00
TITAN IMAGE GROUP INC	UNIFORM- BRUZAN AND GREEN	AP110121	4269	Uniforms	300.40
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	AP110121	4223	Maintenance - Building	82.37
WHOLESALE DIRECT, INC.	STEEL CUTTING EDGE HWY	AP110121	4229	Maintenance - Vehicles	4,416.76
WHOLESALE DIRECT, INC.	SNOW PLOW BLADES	AP110121	4229	Maintenance - Vehicles	1,744.00
WHOLESALE DIRECT, INC.	SNOW PLOW BLADES	AP110121	4229	Maintenance - Vehicles	4,877.76
WHOLESALE DIRECT, INC.	NITRILE GLOVES	AP110121	4257	Supplies - Other	388.64
				Total Public Works, Streets	209,940.74

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 10/19/2021 Through 11/1/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	CABLE FOR SHOP	AP110121	4229	Maintenance - Vehicles	59.52
ADVANTAGE CHEVROLET	D2 - CONDENSER, TUBE,HOSE,ACCUMUL...	AP110121	4229	Maintenance - Vehicles	321.29
ADVANTAGE CHEVROLET	D2- COMPRESSOR KIT, HOSE, SEAL	AP110121	4229	Maintenance - Vehicles	458.93
ADVANTAGE CHEVROLET	D26- CONDENSER, COMPRESS KIT, HOSES, TUBE, SEAL	AP110121	4229	Maintenance - Vehicles	825.34
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET	AP110121	4219	Liability Insurance	123.22
GOLD SHIELD DETECTIVE AGENCY	JANITORIAL SUPPLIES	AP110121	4205	Boards and Commissions	816.10
INTERSTATE BATTERY SYSTEM	BATTERIES FOR D7	AP110121	4229	Maintenance - Vehicles	559.90
OFFICE DEPOT	2022 CALENDARS- CH to PD	AP110121	4253	Supplies - Office	23.99
QUADIENT FINANCE USA INC	POSTAGE FOR POSTAGE METER	AP110121	4233	Postage/Mailings	490.00
STAPLES BUSINESS ADVANTAGE	ANNUAL PAPER ORDER (20 X \$33.49 per case)	AP110121	4253	Supplies - Office	669.80
VILLAGE OF LEMONT	RANGE RENTAL- (9-7-21)	AP110121	4243	Rent - Equipment	100.00
WILLOWBROOK FORD, INC.	DRIVERS SEAT ADJUSTER D5	AP110121	4229	Maintenance - Vehicles	368.92
WILLOWBROOK FORD, INC.	SPARK PLUGS D6	AP110121	4229	Maintenance - Vehicles	295.70
				Total Police Department	5,112.71
				Total General Fund	234,076.14

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 10/19/2021 Through 11/1/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1041 S FRONTAGE (Nov thru Jan)	AP110121	4223	Maintenance - Building	203.43
ALEXANDER CHEMICAL CORPORATION	SODIUM HYPOCHLORITE	AP110121	4255	Supplies - Operation	224.16
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET	AP110121	4219	Liability Insurance	387.73
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT RD	AP110121	4271	Utilities (Elec,Gas,Wtr,Sewer)	91.39
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING	AP110121	4271	Utilities (Elec,Gas,Wtr,Sewer)	55.46
CONSTELLATION NEW ENERGY, INC.	0 LAKEVIEW & OAKLEY	AP110121	4271	Utilities (Elec,Gas,Wtr,Sewer)	24.09
CONSTELLATION NEW ENERGY, INC.	67TH RIDGE	AP110121	4271	Utilities (Elec,Gas,Wtr,Sewer)	34.63
CORE & MAIN	REPAIR CLAMPS	AP110121	4231	Maintenance - Water System	343.92
CORE & MAIN	MANHOLE HOOKS -STRAIGHTENER/RER...	AP110121	4231	Maintenance - Water System	276.92
CORE & MAIN	WATER METERS	AP110121	4880	Water Meter Purchases	4,320.00
DUPAGE COUNTY PUBLIC WORKS	METER READS (7-1-21 thru 8-31-21) and SEPT 2021 BILLING	AP110121	4336	Data Processing	26,867.26
DUPAGE COUNTY PUBLIC WORKS	METER READS (11-1-20 thru 12-31-20) JANUARY 2021 BILLING	AP110121-2	4336	Data Processing	26,702.53
ORANGE CRUSH LLC	HMA PRIVATE SURFACE 10-13-21	AP110121	4231	Maintenance - Water System	183.56
STENSTROM PETROLEUM SERVICES	GAS PUMP MAINTENANCE	AP110121	4223	Maintenance - Building	715.85
TITAN IMAGE GROUP INC	UNIFORM- STANKO	AP110121	4269	Uniforms	263.87
				Total Public Works, Water	60,694.80
				Total Water Fund	60,694.80

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 10/19/2021 Through 11/1/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3017243669 2510 ABBEY DR / LOT 278	AP110121	4840	Street Lights	896.87
				Total MFT Expenses	896.87
				Total Motor Fuel Tax	896.87

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 10/19/2021 Through 11/1/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
TAMELING INDUSTRIES	LIMESTONE	AP110121	4390	Capital Improv-Infrastructure	16.80
				Total Capital Fund Expenditures	16.80
				Total Capital Improvement Fund	16.80
Report Total					295,684.61

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

PROPOSED 2022 ROAD PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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



RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2022 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$34,684.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 27, 2021

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2022 Road Program

Dear Dan:

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

UNDERSTANDING OF THE ASSIGNMENT

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

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

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

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

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

SCOPE OF SERVICES

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

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

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

bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

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

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

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

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

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

FEE ESTIMATE

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

LMF/mj
N:\PROPOSALS\ADMIN\2021\Darien-2022 RoadProgram.doc

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

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

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

PROPOSED 2022 ROAD PROGRAM

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

The proposed Engineering Agreement includes the following scope of services:

Task 1 - Geotechnical Investigation

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

Task 2 - Evaluation of Geotechnical Report

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

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

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

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

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

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

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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



RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien, hereby authorizes to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2022 Street Maintenance Program in an amount not to exceed a total cost of \$10,400.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

September 27, 2021
Revised October 18, 2021

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

Attention: Dan Gombac

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

Dear Dan:

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

UNDERSTANDING OF THE ASSIGNMENT

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

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

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

SCOPE OF WORK

Task 1 – Geotechnical Investigation

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

Task 2 – Evaluation of Geotechnical Report

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

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

ESTIMATE OF FEE

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

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

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

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND

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

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Vulcan Construction Materials, LLC.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

DELIVERED STONE QUOTE 2022-2023

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



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

Regina,

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

Thanks,

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

Good Day,

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

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

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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Jason Grimes

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby approves a proposal extension with Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2022 through April 30, 2023, attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



DELIVERED STONE QUOTE SUMMARY

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

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND

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

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Vulcan Construction Materials, LLC.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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



PICKED UP STONE QUOTE SUMMARY 2022-2023

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

MEMO

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

Regina,

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

Thanks,

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

Good Day,

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

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

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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Follow the link and subscribing is simple!

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

--

Jason Grimes

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



RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby approves a proposal extension with Vulcan Construction Materials, LLC, to purchase and pick up stone for various Public Works projects at the proposed unit prices, for a period of May 1, 2022 through April 30, 2023, attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR


ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PICKED UP STONE QUOTE SUMMARY

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

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND

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

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Chicagoland Paving Contractors Inc.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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



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

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

MEMO

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

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

Best Regards,

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

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

Good Day,

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

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

Thank you,

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

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RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal extension from Chicagoland Paving Contractors, Inc. for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2022 through April 30, 2023, attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

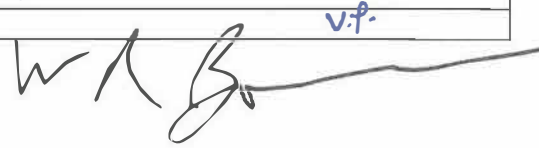
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



BITUMINOUS SURFACE DRIVEWAY APRONS/STREET SUMMARY QUOTE REQUEST

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

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND

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

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

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

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

MEMO

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

Approved.

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

Good Day,

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

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

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien does hereby approve a proposal extension with JC Landscaping & Tree Services, Inc, at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2022 through April 30, 2023, attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS

MAY 1, 2020 thru APRIL 30, 2021

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

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	2020 - 2021		2021 - 2022		2022 - 2023	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE	WIDGET	100-5,000	LINEAL FT	700	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 12.75	\$ 12,750.00	\$ 14.00	\$ 14,000.00	\$ 14.00	\$ 14,000.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 20.00	\$ 20,000.00	\$ 22.00	\$ 22,000.00	\$ 25.00	\$ 25,000.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 21.00	\$ 21,000.00	\$ 23.00	\$ 23,000.00	\$ 26.00	\$ 26,000.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 22.00	\$ 22,000.00	\$ 24.00	\$ 24,000.00	\$ 26.00	\$ 26,000.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 30.00	\$ 30,000.00	\$ 32.00	\$ 32,000.00	\$ 35.00	\$ 35,000.00
6	INSTALLATION OF 12 X 12 INLET BOXES - INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 35.00	\$ 3,500.00
7	GRADING - REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	\$ 16.00	\$ 40,000.00	\$ 16.00	\$ 40,000.00	\$ 16.00	\$ 40,000.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 32.00	\$ 16,000.00	\$ 35.00	\$ 17,500.00	\$ 35.00	\$ 17,500.00
TOTAL COST ITEMS 1-8 NOTE: ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR						\$ 147,750.00		\$ 173,500.00		\$ 187,000.00
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2,500	\$ 8.50	\$ 21,250.00	\$ 9.50	\$ 23,750.00	\$ 11.00	\$ 27,500.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1-10	EACH	5	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00
TOTAL COST ITEMS 1-10						\$ 187,500.00		\$ 200,750.00		\$ 216,000.00
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL-OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARDS	500	\$ 7.00	\$ 3,500.00	\$ 7.00	\$ 3,500.00	\$ 8.00	\$ 4,000.00
SPECIAL-OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARDS	500						
Company Name		JC LANDSCAPING AND TREE SERVICES INC.								
Address		2413 SPRING ST UNIT 4704 WOODRIDGE IL 60517								
Submitted By-Print Name		JUAN MEJIA								
Date		11/11/19								
Office Telephone Number		(630) 464-0736								
Mobile Telephone Number		(630) 401-3501								
Fax Number										
E-mail Address		MEJIA81@GMAIL.COM								
Authorized Signature										

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

Approval of a resolution accepting a Storm Sewer Easement from the following property:

609 Chippewa Lane 09-27-403-003

RESOLUTION

BACKGROUND/HISTORY

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

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

609 Chippewa Lane 09-27-403-003

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends acceptance of a Storm Sewer Easement from the property listed above.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a Storm Sewer Easement from the following property: 609 Chippewa Lane 09-27-403-003, a copy of which is attached here to as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND

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

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

**Quote for Hauling Fees
2022/2023**

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

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

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

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

MEMO

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

Hello Regina,

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

Thanks,

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

Good Morning,

Please see the attached.

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

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

Matt Lerner
XBE
402-290-7738

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby approves a proposal extension with XBE, LLC, to provide trucking services relating to hauling waste generated from excavations for a period of May 1, 2022 through April 30, 2023, attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

UNIT PRICING EXTENDED TO 2021-22

2022/23 TBD

10/15/20

2023/24 TRP

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

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

¹ Other:

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

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

BENEFITS

Increased safety

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

Reduced deicer use

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

Labor and cost savings

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

Material selection

Material selection depends on many factors, including available equipment, pavement temperatures, and current and expected weather conditions. Anti-icing is a proven way to provide safer conditions for motorists and pedestrians starting at the very outset of a winter storm event.

It's also a practical way to help minimize rock salt use, reduce labor and cost, and minimize the impact on properties and the environment before, during and after a storm. It's an effective and practical strategy for municipalities whenever they have advance warning that a storm is on the way.

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

VENDOR	PRODUCT	COST PER GALLON
Industrial Systems Ltd	ThermaPoint R	*\$1.14

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

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

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

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution accepting a proposal from Industrial Systems Ltd., for the purchase of ThermaPoint R.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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



ISL

09-14-2021

To Whom it May Concern,

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

Sincerely,

Greg Schams

President

Industrial Systems Ltd.

Industrial Systems Ltd.

112 West Route 120
Tel: 815.344.5566

Lakemoor, IL 60051
Fax: 815.344.5588

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of the deicing and anti-icing chemical product ThermaPoint R in an amount not to exceed \$10,500 (9,200 gallons at \$1.14/gallon) from Industrial Systems Ltd., a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

ISL Quote

Darien Public Works
Attn: David Fell

Darien, IL.

Date:
September 10, 2021

Reference:
Liquid De-icer / Anti-icer

E-Mail: dfell@darienil.gov

LOCAL* Manufactured, Stored & Distributed in Chicagoland *LOCAL

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

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

JUST ADD BRINE

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

Also available the following for blending operations

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

Note

Fuel surcharge may apply

Important

Prices in effect at time of delivery and subject to availability, unless such time is extended in writing.

Quantities shown above are not guaranteed.

Steve Adler

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

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

VENDOR	PRODUCT	COST PER GALLON
Harmony Deicing	Winter Sentry	*\$1.00

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

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

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

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

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution accepting a proposal from Harmony Deicing for the purchase of Winter Sentry.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

MEMO



HARMONEY DEICING

October 21, 2021

City of Darien

Atten: David Fell

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

Thank you for the opportunity,

Chris Molloy

Chris Molloy

President

630-621-7473

chrism@harmoneydeicing.com

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

www.harmoneydeicing.com

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

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



Property Characteristics

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

Applications

- Pre-Wetting
- Anti-Icing
- Deicing

Benefits

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

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

Anti-Icing

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

Benefits

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

Deicing

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

Benefits

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

Pre-Wetting

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

Benefits

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

HEADWATERS[®] HOT

HEAT UP YOUR BRINE WITH THE HOTTEST NEW ADDITIVE INNOVATION



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

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

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

HOW HEADWATERS[®] HOT ENHANCED BRINE MELTS THE STATUS QUO

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

WHAT USERS ARE SAYING

Jordan Smith (VSI Innovation) – "We have been using Headwaters HOT for two seasons now and have been incredibly pleased. We have tested almost major every product out there, Beet Heat[®], IBG Magic[®], Road Guard 818[®], Heat Wave[®], Beet 55[®], Fusion[®], APEX C[®], APEX M[®] and AMP[®]—but Headwaters[®] HOT is our go-to solution. Unlike the Beet, Sugar and Molasses based products that can sink and track into buildings, Headwaters[®] HOT is colorless, odorless, and doesn't require agitation. We also prefer the calcium chloride-based Headwaters[®] HOT over Envirotech's magnesium chloride-based AMP[®] because magnesium chloride is more likely to fall out of the solution when mixed with brine in cold temps as well as having a lower melting capacity than calcium chloride. Headwaters[®] HOT is a product that will truly thrive!"



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



HARMONEY DEICING

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

BETTER YOUR BRINE

Introducing an Inhibiting Performance Enhancer
distributed by Harmony Deicing Products



HEADWATERS

HOT



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

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

HEADWATERS HOT: PERFORMANCE & PROTECTION

December 2009





- **Finished brine concentration:** 5.7% calcium chloride, 18.2% sodium chloride
- **Predicted Ice Melting Capacity:** 1.3 mL liquid/g deicer at 15°F in 20 minutes
- **Corrosion Rate of finished brine:** <30% (exact value TBD)

- **Increased melting capacity of brine treated with *Headwaters*[®] Hot may enable:**
 - » **Deicing** with faster burn-off of residual ice
 - » **Anti-icing** at reduced material usage
 - » **Pre-wetting** salt for accelerated melting power

- **Additional Benefits of products inhibited with *Headwaters* products**
 - » *3X Return-on-Investment*
 - » By reducing corrosion to vehicles, equipment & highway infrastructure

PERFORMANCE PROPERTIES

December 2018





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

HANDLING PROPERTIES & USAGE

December 2019





• State DOT Brine Inhibitor Contracts

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

• Supply Locations

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

RIVERTOP HISTORY IN DEICING MARKET

December 2019



HEADWATERS DEICING

Distributed by *Harmony Deicing Products*

More info: harmonydeicing.com



HEADWATERS®

HOT





RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of Winter Sentry, the deicing/anti-icing chemical product, from Harmoney Deicing, in an amount not to exceed \$4,500 (4,500 gallons at \$1.00/gallon), a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Kris Throm

From: David Fell
Sent: Wednesday, October 6, 2021 7:25 AM
To: Kris Throm
Subject: FW: Headwaters Hot with Brine
Attachments: Headwaters HOT_PDS_July_2021.pdf; Headwaters HOT_SDS_2021.pdf; Headwaters HOT_Flyer_July_2021.pdf; Beet vs Headwaters Hot.pdf; Winter Sentry Extreme 2020.pdf; Headwaters HOT_Harmony Deicing.pdf

Please review and let me know what you think.

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

Hey David,

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

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

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

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

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

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

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

Thank you!!

Chris Molloy
630-621-7473



Harmony Deicing Products

AGENDA MEMO
City Council
November 1, 2021

ISSUE STATEMENT

Consideration of a resolution authorizing the Mayor and City Clerk to execute a contract between the City of Darien and Lakeshore Recycling Systems, LLC (LRS) to provide residential refuse hauling for five (5) years commencing on April 1, 2022 and shall remain in full force and effect through March 31, 2027.

RESOLUTION

BACKGROUND/HISTORY

At the October 4, 2021 City Council meeting, the Council directed staff to negotiate a contract with LRS for option 2 (carts only) in substantial conformance with the LRS proposal dated September 15, 2021.

The City's current contract with Waste Management expires on March 31, 2022. The City solicited proposals for a new contract and received three proposals (LRS, Waste Management, and Groot). On September 15, staff opened the proposals for refuse services. Attached is the proposal summary ([Attachment A](#)). The RFP included pricing for the services we currently receive (sticker/cart option) and pricing for a cart only service (cart only). As we anticipated, there is an increase in the sticker price from all three companies. All three proposals for the current hybrid program included a sticker price significantly higher than the current sticker price. Current refuse/yard waste sticker price is \$3.91. The three proposed sticker prices are:

1. LRS – \$6.26 per sticker
2. Groot – fixed base fee of \$13 per month (seniors monthly fixed base fee is \$5) plus \$4 per sticker
3. Waste Management – base fixed fee of \$5.25 plus \$6.50 per sticker

The pricing for the cart only option was very competitive and the proposal from LRS included the best monthly rate of \$20.95 for unlimited garbage (65 or 95 gallon), recycling and yard waste. There is also a senior citizen price of \$10 per month for limited garbage (one 35-gallon cart per week) and unlimited yard waste and recycling. These prices also include one bulk item per week included with the unlimited pickup and a food compost program.

The primary benefits of the all cart proposal includes:

- Eliminates the inequity between those residents that currently purchase stickers or rent carts compared to residents that find alternate disposal methods. Alternative disposal methods, such as bringing garbage to one's workplace, is one reason that stickers prices increased more than cart prices
- Recycling carts will contain the materials so they do not blow all over on windy days versus the open-tote.

- More convenient for residents as they will be billed directly by LRS and eliminate the need to purchase stickers
- Unlimited garbage, yard waste, and recycling pick up plus one bulk item free per week
- Implementation of an optional electronic waste recycling paid for directly by the city

STAFF/COMMITTEE RECOMMENDATION

Recommend approval of a resolution authorizing the Mayor and City Clerk to execute a contract between the City of Darien and LRS to provide residential refuse hauling for five (5) years commencing on April 1, 2022 and shall remain in full force and effect through March 31, 2027.

ALTERNATE CONSIDERATION

As directed by council.

DECISION MODE

This item will be on the November 1, 2021, City Council Agenda for approval.



**CITY OF DARIEN
EXHIBIT B - Option 1
Sticker/Cart Option**

Description of Service	Year	Waste Management	Groot	LRS	CURRENT RATES (WM)
Refuse Sticker Price (includes recycling) to be charged to customer	1	Base Fee \$5.25/mos - Sticker \$6.50	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.00	\$6.25	3.91
	2	Base Fee \$5.43/mos - Sticker \$6.73	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.12	\$6.67	
	3	Base Fee \$5.62/mos - Sticker \$6.97	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.24	\$6.82	
	4	Base Fee \$5.82/mos - Sticker \$7.21	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.37	\$7.00	
	5	Base Fee \$6.02/mos - Sticker \$7.46	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.50	\$7.21	
Optional Cart 35 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$22.18	\$16.85	\$17.50/refuse only	\$16.60/mos
	2	\$22.96	\$17.36	\$17.94/refuse only	
	3	\$23.76	\$17.88	\$18.39/refuse only	
	4	\$24.59	\$18.42	\$18.85/refuse only	
	5	\$25.45	\$18.97	\$19.32/refuse only	
Optional Cart 65 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$25.18	\$19.25	\$19.50/refuse only	\$18.85/mos
	2	\$26.06	\$19.83	\$19.99/refuse only	
	3	\$26.97	\$20.42	\$20.48/refuse only	
	4	\$27.91	\$21.03	\$21.00/refuse only	
	5	\$28.89	\$21.66	\$21.53/refuse only	
Optional Cart 95 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$31.18	\$23.55	\$22.50/refuse only - \$130 yard waste/season	\$23.34/mos
	2	\$32.27	\$24.26	\$23.06/refuse only - \$133.25 yard waste/season	
	3	\$33.40	\$24.99	\$23.64/refuse only - \$136.58 yard waste/season	
	4	\$34.57	\$25.74	\$24.23/refuse only - \$140 yard waste/season	
	5	\$35.78	\$26.51	\$24.84/refuse only - \$143.50 yard waste/season	
One Amnesty Day Collection (over 5 year contract)	1	\$82,760.00	\$32,000.00	\$95,000.00	
	2		\$32,960.00		
	3		\$33,948.80		
	4		\$34,967.26		
	5		\$36,016.28		
Cart/Sticker Price Increase for One Amnesty Day Collection	1	\$0.53	\$0.07	Cart \$0.23/mos Sticker \$0.16/mos	
	2	\$0.53	\$0.07	Cart \$0.24/mos Sticker \$0.17/mos	
	3	\$0.53	\$0.07	Cart \$0.25/mos Sticker \$0.18/mos	
	4	\$0.53	\$0.08	Cart \$0.26/mos Sticker \$0.19/mos	
	5	\$0.53	\$0.08	Cart \$0.27/mos Sticker \$0.20/mos	
Bulk Items (number of stickers)	1	1	1	2	2
	2	1	1	2	
	3	1	1	2	
	4	1	1	2	
	5	1	1	2	
White Goods (number of stickers)	1	5	2	4	5
	2	5	2	4	
	3	5	2	4	
	4	5	2	4	
	5	5	2	4	
Cost of replacement recycling bins	1	As stated in proposal, WM will provide a 64 gal recycle cart to each residence in lieu of 18 gal recycle bin	\$25.00	1 cart - \$15/trip	
	2		\$25.00	1 cart - \$16/trip	
	3		\$25.00	1 cart - \$17/trip	
	4		\$25.00	1 cart - \$18/trip	
	5		\$25.00	1 cart - \$19/trip	
Special Collections (charge per cubic yard to resident)	1	\$25.00	\$25.00	\$15.00	
	2	\$25.00	\$25.00	\$15.38	
	3	\$25.00	\$25.00	\$15.75	
	4	\$25.00	\$25.00	\$16.15	
	5	\$25.00	\$25.00	\$16.55	

Bids were also solicited to SBC, Republic, RTS and Flood Brothers Disposal. NO RESPONSES RECEIVED.

OPTIONAL 2 YEAR RATES

**EXHIBIT B - Option 1
Sticker/Cart Option**

Description of Service	Year	Waste Management	Groot	LRS
Refuse Sticker Price (includes recycling) to be charged to customer	1	Base Fee \$6.23/mos - Sticker \$7.72	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.64	\$7.40
	2	Base Fee \$6.45/mos - Sticker \$7.99	Base Fee \$13/mos Base Fee Seniors \$5.00/mos - Sticker \$4.78	\$7.57
Optional Cart 35 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling	1	\$26.34	\$19.54	\$19.80 refuse only
	2	\$27.26	\$20.13	\$20.30 refuse only
Optional Cart 65 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$29.90	\$22.31	\$22.06 refuse only
	2	\$30.95	\$22.98	\$22.61 refuse only
Optional Cart 95 gal (refuse collection or yard waste collection) Monthly fee to be charged includes recycling collection) once per week	1	\$37.03	\$27.31	\$25.46/refuse only - \$147.08 yard waste/season
	2	\$38.32	\$28.13	\$26.09/refuse only - \$150.76 yard waste/season
One Amnesty Day Collection (over 5 year contract)	1		\$37,096.77	\$95,000.00
	2		\$38,209.67	\$95,000.00
Cart/Sticker Price Increase for One Amensty Day Collection	1	\$0.53	\$0.08	no bid
	2	\$0.53	\$0.09	no bid
Bulk Items (number of stickers)	1	1	1	2
	2	1	1	2
White Goods (number of stickers)	1	5	2	4
	2	5	2	4
Cost of replacement recycling bins	1	As stated in proposal, WM will provide a 64 gal recycle cart to each residence in lieu of 18 gal recycle bin	\$25.00	1 cart - \$20 trip
	2		\$25.00	1 cart - \$21 trip
Special Collections (charge per cubic yard to resident)	1	\$25.00	\$25.00	\$16.96
	2	\$25.00	\$25.00	\$17.39

**EXHIBIT C - OPTION 2
CARTS ONLY**

Description of Service	Year	Waste Management	Groot	LRS
Monthly Rate for UNLIMITED weekly with a 65 or 95 gallon refuse cart; UNLIMITED yard waste service in 32 gallon yard waste bag or can; UNLIMITED recycling; one bulk item weekly	1	\$26.02	\$23.72	\$20.95
	2	\$26.93	\$24.43	\$21.48
	3	\$27.87	\$25.16	\$22.00
	4	\$28.85	\$25.91	\$22.57
	5	\$29.86	\$26.69	\$23.14
Monthly Rate for SENIORS for LIMITED refuse services with a 35 gallon refuse cart; UNLIMITED yard waste; UNLIMITED recycling; one bulk item weekly	1	\$10.00	\$9.95	\$10.00
	2	\$10.35	\$10.25	\$10.25
	3	\$10.71	\$10.56	\$10.50
	4	\$11.08	\$10.88	\$10.77
	5	\$11.47	\$11.21	\$11.04
Monthly Rental for additional refuse cart (GROOT bills annually)	1	\$3.50	\$3.00	\$3.00
	2	\$3.50	\$3.09	\$3.08
	3	\$3.50	\$3.18	\$3.18
	4	\$3.50	\$3.28	\$3.24
	5	\$3.50	\$3.38	\$3.32
Monthly Rental for additional recycle cart (GROOT bills annually)	1	\$3.50	\$3.00	\$3.00
	2	\$3.50	\$3.09	\$3.08
	3	\$3.50	\$3.18	\$3.18
	4	\$3.50	\$3.28	\$3.24
	5	\$3.50	\$3.38	\$3.32
Month Rental for 95 gallon yard waste/organics cart (GROOT bills annually)	1	\$3.50	\$3.00	\$3.00
	2	\$3.50	\$3.09	\$3.08
	3	\$3.50	\$3.18	\$3.18
	4	\$3.50	\$3.28	\$3.24
	5	\$3.50	\$3.38	\$3.32
White Good Pick -up	1	\$30.00	\$45.00	\$25.00
	2	\$30.00	\$45.00	\$25.63
	3	\$30.00	\$45.00	\$26.27
	4	\$30.00	\$45.00	\$26.93
	5	\$30.00	\$45.00	\$27.60
Special Collections (charge per cubic yard to resident)	1	\$25.00	\$25.00	\$15.00
	2	\$25.00	\$25.00	\$15.38
	3	\$25.00	\$25.00	\$15.75
	4	\$25.00	\$25.00	\$16.15
	5	\$25.00	\$25.00	\$16.55
At Your Door Special collection (household hazardous waste and electronics collection) per month	1	\$1.40	ONLY CURBSIDE ELECTRONICS	HHW \$1.00
	2	\$1.45		HHW \$1.05
	3	\$1.50		HHW \$1.10
	4	\$1.55		HHW \$1.15
	5	\$1.60		HHW \$1.20
Curbside Electronics per month	1		\$0.25/month	\$0.30/month
	2		\$0.26/month	\$0.32/month
	3		\$0.27/month	\$0.33/month
	4		\$0.28/month	\$0.35/month
	5		\$0.29/month	\$0.38/month

OPTIONAL 2 YEAR RATES

EXHIBIT C - OPTION 2

CARTS ONLY

Description of Service	Year	Waste Management	Groot	LRS
Monthly Rate for UNLIMITED weekly with a 65 or 95 gallon refuse cart; UNLIMITED yard waste service in 32 gallon yard waste bag or can; UNLIMITED recycling; one bulk item weekly	1	\$30.91	\$27.49	\$23.71
	2	\$31.99	\$28.31	\$24.31
Monthly Rate for SENIORS for LIMITED refuse services with a 35 gallon refuse cart; UNLIMITED yard waste; UNLIMITED recycling; one bulk item weekly	1	\$11.87	\$11.55	\$11.31
	2	\$12.28	\$11.90	\$11.60
Monthly Rental for additional refuse cart	1	\$3.50	\$3.48	\$3.40
	2	\$3.50	\$3.58	\$3.49
Monthly Rental for additional recycle cart	1	\$3.50	\$3.48	\$3.40
	2	\$3.50	\$3.58	\$3.49
Month Rental for 95 gallon yard waste/organics cart	1	\$3.50	\$3.48	\$3.40
	2	\$3.50	\$3.58	\$3.49
White Good Pick -up	1	\$30.00	\$45.00	\$28.29
	2	\$30.00	\$45.00	\$29.00
Special Collections (charge per cubic yard to resident)	1	\$25.00	\$25.00	\$16.96
	2	\$25.00	\$25.00	\$17.39
At Your Door Special collection (household hazardous waste and electronics collection)	1	\$1.65/mos	Elect only \$0.30/mos	Ewaste \$.40/mos HHW \$1.30/mos
	2	\$1.70/mos	Elect only \$0.31/mos	Ewaste \$.42/mos HHW \$1.37/mos

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE A CONTRACT BETWEEN THE CITY OF DARIEN AND
LAKESHORE RECYCLING SYSTEMS LLC TO PROVIDE RESIDENTIAL REFUSE
HAULING FOR A FIVE (5) YEAR TERM COMMENCING ON APRIL 1, 2022 AND
ENDING MARCH 31, 2027**

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

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

WHEREAS, No person shall engage in the scavenger business within the City without first obtaining a license therefor from the City Clerk. The scavenger business for which such a license is required includes the collection and disposal of garbage, recyclables and compostable material from all premises within the City; and

WHEREAS, The City reserves the right to give the holder of a Class A license a sole and exclusive franchise to provide for the residential collection of refuse, recyclables, landscaping waste and compostable materials for single family and attached single family units utilizing curbside pickup within the corporate limits of the City.; and

WHEREAS, the City has received a proposal from Lakeshore Recycling Service LLC (“LRS”) to provide exclusive Class A license for a term of 5 years in accordance with the Agreement identified below;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, pursuant to its home-rule powers, as follows:

RESOLUTION NO. _____

Section 1. Agreement Approved. The City hereby approves of the “Agreement for Solid Waste Services Between City of Darien and Lakeshore Recycling Service LLC” for a term effective April 1, 2022 through March 31, 2027, substantially in the form of [Exhibit A](#) attached to this Resolution.

Section 2. Authorization. The Mayor and City Clerk are hereby authorized to execute and attest respectively the Agreement attached to this Resolution as [Exhibit A](#).

SECTION 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of November, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Agreement
for
Solid Waste Services
Between
City of Darien
And
Lakeshore Recycling Systems,
LLC

Effective April 1, 2022 through March 31, 2027

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SOLID WASTE SERVICE AGREEMENT BETWEEN CITY OF DARIEN AND LAKESHORE RECYCLING SYSTEMS, LLC

This Solid Waste Disposal Service Agreement (the "Agreement") is made and entered into as of the _____ day of _____ in the year 2021 by and between Proposer Lakeshore Recycling Systems, also known as LRS, and the "**Contractor**" and **City of Darien**, a body politic and corporate of the State of Illinois (the "City "). Contractor and City are also hereinafter sometimes jointly referred to as the "Parties" or individually, as a "Party."

PREAMBLE

WHEREAS, the City wishes to enter into an Agreement for the waste hauling and collection Services specified herein; and WHEREAS, the City has determined to provide waste collection, transportation, and disposal Services for its residents; and WHEREAS, the City has determined that this Agreement is in the best interests of the City and its residents to grant the Contractor exclusive rights to collect, transport, recycle and dispose of solid waste, generated from residences located within City , and City facilities, pursuant to the terms and conditions of this Agreement; and WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the City, is willing to collect and transport all solid waste to a licensed solid waste disposal facility permitted to accept solid waste and collect, transport, recycle and dispose of other waste pursuant to the terms and conditions of this Agreement; NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the Parties agree as follows:

I. CONTRACT TERM

A. Initial Term

The initial term of the contract shall be for five (5) years commencing at 12:01 a.m. on April 1, 2022 and shall remain in full force and effect through termination at 11:59 p.m. on March 31, 2027.

B. Renewal Term

Upon request, the City may exercise an option to extend the contract terms and conditions as the initial contract and at the escalation rates shown in [Exhibit A](#). The City and Contractor may determine to renegotiate a new agreement with terms mutually agreed upon.

II. DEFINITIONS

The following words and phrases, when used in this Contract, shall have the meanings as specified herein.

A. Bulk Item and Bulk Item Collection

- i. Bulk items are defined and set forth as a refuse material too large to fit into the Contractor provided and approved waste container. Bulk Item examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large

household furniture and large appliances not containing CFC's (chlorofluorocarbons), switches containing mercury and PCB's (polychlorinated biphenyls).

- ii. Carpet rolls are considered a bulk item. Contractor will accept a carpet roll and up to eight (8) properly prepared carpet rolls as one (1) bulk item. Carpet rolls are to be tied not to exceed 4 feet in length, or 18 inches in diameter.
- iii. Individual sectional couch pieces are each considered one bulk item.

B. Contractor Cart for Refuse and Recycle

A Contractor Cart means a two-wheeled receptacle with a hinged, flip-top lid, provided and branded by the Contractor, and offered in three sizes being a; 35-gallon, 65-gallon or 95-gallon (cart) for refuse and recyclable materials.

Contractor carts shall be easily distinguishable from each other with markings on the lids indicating material type or pertinent information regarding proper material preparation to each cart type. The recycling cart shall have a recycling sticker or permanent stamp on the cart lid showing what materials may be placed in the cart.

C. Cart Exchange Grace Period

The Cart Exchange Grace Period means a period of time following the initial LRS Cart delivery where no charge or fee will be implemented for up to one (1) exchange per household. The Cart Exchange Grace Period's last day to request a complimentary cart exchange request is April 30, 2022.

D. Cart Delivery and Exchange Fee

The Cart Delivery and Exchange Fee means a fee charged by the Contractor to the resident to cover costs associated with transportation and labor to deliver a cart or carts for whatever reason.

E. Cart Management

Cart Management shall mean the Contractor's procurement, delivery, and cart maintenance. As part of Cart Management the Contractor shall provide for the timely exchange of such carts as required to keep and maintain all carts in a good and workmanlike appearance and condition. Carts damaged or broken due to the contractor's negligence or equipment wear and tear shall be replaced by Contractor at its sole cost.

F. Excluded Waste

Excluded waste means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state, or local laws or regulations.

G. Household Construction and Demolition Debris

Household Construction and Demolition Debris is waste materials from "do-it-yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures and other contractor approved materials. Excludes any material potentially damaging to the Contractors equipment or excessive commercial or industrial material management.

H. Household Garbage, Refuse, Waste, and Trash

Household Garbage, Refuse, Waste and Trash include all organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household refuse, inorganic and incombustible household waste (i.e. cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials. Household garbage shall not include waste from any manufacturing process, household construction materials, lumber, large rocks, and other similar materials. Includes discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "waste", and "trash", shall be synonymous unless otherwise more specifically defined (for example: "yard-waste" specifying yard (landscape) waste).

I. Resident-Owned Refuse Container

A Resident-Owned Refuse Container, also referred to herein as Garbage, Waste or Trash Container, Can, Cart, Unit or Receptacle, shall only be used for materials in excess of the capacity for the Contractor Cart or pending replacement, delivery or maintenance of the Contractor Cart.

Resident-Owned Refuse Containers will be subject to the use of equipment by the Contractor to grab, lift and empty the container. Any container used must be serviceable by the contractor using standard operating equipment or special equipment within the services provided in this Agreement. Resident-Owned Containers used may not exceed 50 pounds when full or exceed the container capacity. Resident-Owned Refuse Containers shall meet the following requirements or criteria limitations to be serviced by the Contractor under the provisions of this Agreement;

- i. Plastic or galvanized metal container or can with capacity of not less than four (4) gallons and not exceeding thirty-five (35) gallons in size with a lid. Containers or cans without a lid may not be collected.

- ii. Resident-Owned Wheeled Cart may have a capacity of up to thirty-five (35) gallons in size with a flip top lid, and two (2) handles on each side, or a functioning handle-bar mechanism.

J. Garbage Bag

A garbage bag is a plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

K. Recyclables

Recyclables are also referred to as recyclable materials herein, are materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include post-consumer paper, plastic, metal, and glass products including, but not limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars, and any other items the City and the Contractor agree to recycle in the future.

L. Residential Household Service

Residential Household Service or Residential Service means any single-family and multi-family home within incorporated City of Darien limits with a driveway or deemed by the City as qualified to receive curbside waste, recycling and yard waste collection services for the purpose of this Agreement.

M. Resident

A Resident means the primary point of contact for any single-family and multi-family home within incorporated City limits receiving curbside waste, recycling and yard waste collection services for the purpose of this Agreement.

N. Special Pick-Up

A Special Pick-Up is a collection where the Contractor provides an estimate to the Resident for the collection and proper disposal of any item or material under the provisions of this Agreement. Charges are determined by [Exhibit A](#) for the duration of this Agreement.

O. White Goods

Any domestic large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and

gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

White Goods are considered a material item for the collection of the exclusive contractor under this Agreement as this will insure the proper management for inherent contents of hazardous chemicals, gases, or environmental hazards often located within a white good component.

White Goods may also contain redeemable value or immediate cost which will be the sole responsibility and property of the Contractor.

P. White Good Pick-Up Notification

A White Good Pick-Up Notification is a request made for the collection of a white good, by a resident of an approved Residential household to remove a white good from the curb within seven (7) working days from the request, excluding contractor recognized holiday weeks. White good collection requests may be made to the Contractor's designated e-mail address for the City, and by calling the Contractor's designated customer service department or agent related notification phone number.

Q. Yard Waste

Yard Waste is synonymous with landscape waste and accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Yard Waste does not include tree stumps or large tree branches. Yard Waste must be containerized in an approved biodegradable bag, container or cart approved for collection. Brush bundles may also be containerized but may also be tied in a bundle.

R. Yard Waste Bags, Containers and Carts

- i. Kraft Paper Bag:** A special 2-ply, biodegradable landscape waste paper bag, not to exceed thirty-three (33) gallons in size to be sent for compost or organic materials meant to be taken to a compost facility.
- ii. Resident-Owned Yard Waste Container or Cart:** A wheeled plastic container with a tight-fitting top or hinged, flip-top lid is preferred. Resident-Owned Yard Waste Container's or Carts may not exceed 35-gallons in size, or 50 pounds when full, and must have two handles, or a handle-bar mechanism. Containers and carts designated for yard waste are to be marked clearly for drivers to see on the sides and top of the container. The City provides reflective Yard Waste sticker labels that can be affixed to Resident-Owned Yard Waste Containers or Carts.
- iii. Contractor provided Yard Waste and Organic Food Scrap Carts** are branded by the Contractor and may be provided in a 65-gallon or 95-gallon size. The default size provided for the purpose of this agreement is a 95-gallon cart.

S. Brush Bundle

A brush bundle includes hard landscape waste debris such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed four (4) inches in diameter, with the total diameter of the bundle

not to exceed twenty-four (24) inches and must be tied with biodegradable twine or rope.

III. SCOPE OF SERVICE TO BE PERFORMED

A. **Scope of Service**

The Contractor shall furnish at its expense and without liability to the City, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to load, haul, and dispose of all curbside waste and recyclables within the Corporate Limits of the City from April 1, 2022 through March 31, 2027 (“initial term”).

B. **Service Area**

i. **Examination**

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse, recycling and yard waste collection services as specified in this Agreement. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that would affect the execution and/or completion of the services covered by the specifications in this Agreement.

ii. **Future Development/Annexations**

The Contractor shall service any residential land annexed to the City of Darien during the term of the Contract, as well as any residential dwellings constructed during said term. Service to land annexed to the City and future residential development shall be provided on the same terms as set forth herein. Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the City.

C. **Hours and Standards of Collection**

No refuse, recyclable materials and yard waste pickups shall be collected prior to 6:00 a.m. and no later than 6:00 p.m. The City, at its sole discretion, may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather or heavy volumes during the leaf collection season. In said events the Contractor shall furnish all vehicles and personnel necessary to complete the routes within a reasonable amount of time on the same collection day. The Contractor’s crews will diligently work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall not allow garbage, refuse, recyclable materials or yard and organic waste to scatter nor spread as a result of the Contractor’s service provided within the City. Any garbage, refuse, recyclable materials or yard and organic waste spilled on the yard or street shall

be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any garbage, refuse, recyclable materials, or yard and organic waste spilled.

The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. All containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition, except that containers shall not be placed in the middle of driveways, in driveway aprons or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. Any acceptable containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor with containers of like kind and quality as those damaged.

D. Holidays Recognized by Contractor

No services shall be performed on a regular collection day that falls on a Contractor recognized holiday or the day federally recognizing the holiday to include a Sunday holiday being federally recognized on a Monday. The following holidays are recognized by the Contractor and no services shall be performed: **New Year's Day, Memorial Day, and Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.**

In the event that a holiday falls on Sunday through Friday, collection will be delayed by one day with no service being performed on a holiday. A holiday that falls on Sunday, federally recognized the following Monday, will be honored as such by the Contractor. Refuse, recycling and yard waste collection services shall be delayed one day after the recognized holiday. The Contractor shall give notice of the rescheduling of collections due to a holiday and shall include: the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

IV. Residential Refuse Collection

A. General Service Requirements: The Contractor is required to provide refuse collection once each week from every residence included and covered by this agreement in the City and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of the Agreement and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the City.

B. Standard and Senior Refuse Cart Service

As part of the Contractors Standard and Senior Refuse Cart Service, the Contractor shall provide the use of a 35-, 65- or 95-gallon refuse cart with a lid and wheels for each Residential Household customer no later than March 27, 2022 to be used for the weekly collection of refuse material.

Contractor provided carts will remain the property of the Contractor and the Contractor will be responsible for replacement of carts that become worn or damaged through normal usage. Carts that are recorded as stolen will also be replaced at no charge following the customer filing a police report. Residents shall have the option of renting additional waste carts at a cost per-month, per cart fee as established by the Contractor and reflected in [Exhibit A](#).

- i. **Standard Refuse Cart service** includes the choice of one (1), 65-gallon or 95-gallon refuse cart with the provision of the Contractor accepting all properly containerized waste, recycling and yard waste materials placed out for collection. Residents who do not choose a refuse cart size during the initial transition period will be automatically delivered a 95-gallon refuse cart.
- ii. **Senior Cart Program** includes a discounted rate reflected in [Exhibit A](#), and 35-gallon refuse cart exclusively for seniors 65 years of age and older, who qualify as head of household and enroll with the Contractor. The Senior Cart Program exclusively offers the 35-gallon carts.

Seniors shall be required to enroll through a process designed and managed by the Contractor. The Contractor will develop a form to be completed and submitted online with a current copy of a current state ID and document indicating head of household such as a utility bill or tax document dated not less than one year from the time of enrollment.

Seniors requesting a 65- or 95-gallon refuse cart will be required to pay the full Standard Cart Program rate.

- iii. **Non-Senior, 35-gallon carts** will be provided upon special request and at the discretion of the Contractor, for refuse at the Standard Cart Program rate. The Contractor does not offer a senior discounted rate for non-seniors, therefore; non-seniors will be required to pay the Standard Cart Program rate. Non-seniors requiring the 35-gallon cart shall contact the Contractor's Customer Service and submit a request.

C. New Resident Refuse Cart Request Process

A new Resident or homeowner will be required to establish service with the Contractor and submit a request for a refuse and recycle cart at a minimum. Contractor Carts will be provided in new or like-new condition and satisfactory to the Resident. Contractor carts delivered to a new Resident will not incur any delivery fees. New residents will have 30 days from the delivery day to request one cart exchange trip. Additional cart exchanges or requests incur a Cart Delivery or Exchange Fee and additional cart rental fees as reflected in [Exhibit A](#).

D. Improperly Prepared Refuse

The Contractor shall provide a tagging system for Refuse that is not collected. The tagging system shall provide a simple explanation as to why the Refuse materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, or some combination thereof. Refuse materials that are rejected shall be returned to the point of collection and shall not be left on the street.

E. Bulk Item Collection

Contractor will collect one (1) bulk item per week, per household for no additional charge. Bulk items exceeding more than one, may be collected by the Contractor, with a minimum notice of 48-hours in advance of the regular day of collection. Additional bulk items for collection will require advance payment to the Contractor the estimated amount dictated by [Exhibit A](#).

Bulk Items exceeding a length or width manageable by contractor equipment or items too heavy for standard labor or equipment may require a Special Pick-Up. The contractor may notify the resident by placing a notification sticker or tag on any such items to large or heavy to collect. The notification sticker or tag will request the resident to contact the Contractor to arrange for a Special Pick-Up. Items that may cause damage to the Contractor's equipment may also require a Special Pick-Up.

Notification for a bulk item collection is not required but the Contractor does encourage it. Uncollected bulk items should be reported to the Contractor by the Resident. Contractor will notify resident of options for the appropriate course of action to have the items removed.

F. Special Pick-Up

The Contractor shall offer a special curbside collection service or other services for large quantities of acceptable waste agreed upon by the Contractor and the City. Such Special Service Collection shall be by advance arrangement with the Contractor at the customer's request. The minimum charge for a special pickup is defined in [Exhibit A](#). The following standards shall apply to Special Pick-Up / Service Collection:

- i. The Contractor shall advise the customer directly of the terms of such collection: i.e., what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and other relevant factors.
- ii. The Contractor shall also, at the request of the City, collect quantities of Acceptable Waste left at the curb without proper preparation in unusual circumstances, i.e., evictions, "skip-outs," or emergencies, and shall bill the property owner for such costs.
- iii. The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate in excess of two (2) cubic yards of construction and demolition debris that cannot be easily picked up at the curbside. The terms of, as well as charges and payment for this Special Service Collection shall be arranged solely between the Contractor and the resident.
- iv. The Contractor shall provide Special Service Collection for materials not required for collection under this Agreement; provided, however, that in no event shall Contractor be required to collect Excluded Waste. Service shall be provided within seven (7) days after receipt of a "special pick-up" service request.

G. Mattresses and Box Springs

A mattress or box spring are each considered one (1) bulk item and must be placed in a plastic mattress cover or completely sealed and taped closed to be collected for health and safety reasons.

H. White Good Collection Request and Prepayment

Resident's with a white good appliance for collection shall contact the Contractor to pre-pay the required fee as reflected in [Exhibit A](#) and schedule the collection. White goods will be scheduled for collection within seven (7) business days. Most white good appliances are recycled.

Canceling a white good collection: Contractor requires resident to communicate when a White Good Collection request is cancelled. This notification must be made by calling the Contractor, or emailing at least 24-hours prior to the scheduled day of collection for a refund of a prepaid White Good Collection Fee.

The White Good Collection fee is collected to cover the costs of transportation and labor associated with white good collection and Contractor's provision for the proper disposal or recycling of hazardous chemical or constituents.

White Goods placed out for collection at any single-family or multi-family unit with residential service or zoned as a residence are to be collected exclusively by Contractor and or its subcontractor, if applicable. White good material and curbside collection from Residential Homes are the exclusive right of the Contractor. No scavenger, person, or company other than the Contractor has the exclusive rights to this material.

I. Household Construction and Demolition Material Collection

The Contractor will pick up small amounts of construction material that is in proper containers, weighing less than fifty (50) pounds, or bundled into four (4) foot bundles not exceeding the fifty (50) pounds, and secured on both sides. This debris from small remodeling projects cannot exceed two (2) cubic yards, about the equivalent of ten (10) 32-gallon refuse containers. This material will be picked up at no additional charge to the customer.

In the event that construction materials exceed the above-mentioned specifications, the Contractor shall pickup material up to the acceptable amounts and provide the customer a notification tag on the remaining excess material describing the reason for no pickup.

J. Christmas Tree Pick-Up

The Contractor shall provide a special collection for Christmas trees on the regular pick-up days for a two-week period following the Christmas holiday. The exact dates shall be mutually determined by the Contractor and the City. The Contractor agrees to perform this once a year service at no charge to the City residents.

K. Additional Service

On request, the Contractor shall provide the residents of the City with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials within the Contractors equipment and labor capabilities. Services required exceeding the capabilities of the Contractors equipment or labor will need to be arranged by the resident with a company that may specialize in the service needed, such as a landscaper or construction type of contractor.

V. Residential Recycling Collection

A. General Service

The Contractor is required to provide commingled recycling collection once each week from every curbside residential service in the City.

B. Minimum Recyclable Materials to be Collected

The City and its residents shall be able to combine all acceptable Recyclables in the same cart or acceptable container. Acceptable Recyclables shall include, but not be limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non- glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi- metal cans; and brown, green, and clear glass bottles and jars.

C. Standard and Senior Recycling Cart Services

The Contractor shall provide one (1) two-wheeled recycling cart to every residential household unit as part of service. All provisions identified for Refuse Cart Services located in section IV, items A, B and C of this Agreement apply for the Standard and Senior Recycling Cart Services with the exception of seniors enrolled in the Senior Cart service with the 35-Gallon Refuse Cart as they may choose any size Recycle Cart. No discounts will be given for recycle only Service.

D. Improperly Prepared Recyclables

The Contractor shall provide a tagging system for Recyclables or containers that are not accepted. Effective April 1, 2022, the 18-gallon open-top recycle bins will no longer be approved to use for placing recyclables at the curb. The Contractor will accept the 18-gallon bins as a recyclable item. The 18 gallon plastic bin is the only exception to the approved list of recyclables.

The Contractor will place a notification tag to provide an explanation as to why any materials were not picked-up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, acceptable waste and/or yard waste mixed with

Recyclables, or some combination thereof. Recyclable materials that are rejected shall be returned to the cart or acceptable container and shall not be left on the street or park-way areas.

VI. Residential Yard Waste Collection

A. General Service

The Contractor will provide once per week unlimited curbside yard waste collection of yard waste properly prepared and containerized in approved bags, containers, carts or brush bundles on the same day as refuse and recycling collection during the Yard Waste Season. Yard waste season begins April 1st through the second full week of December of each contract year.

Organic food scraps will be allowed to be mixed in with the yard waste during yard waste season. Residents will be allowed to place organic food scraps out for yard waste collection in a biodegradable bag or container marked for yard waste. Organic food scraps include: **bread, cereal, coffee grounds, dairy, egg shells, fruits, grain, pasta shells, rice and vegetables.**

B. Improperly Prepared Yard Waste

The Contractor shall provide a tagging system for yard waste materials not collected. The tagging system shall provide a simple explanation as to why the yard and organic waste materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, acceptable waste and/or yard waste mixed, improper size, or some combination thereof.

VII. General Requirements

A. Municipal Facilities

The Contractor shall provide at no cost to the City, a minimum of twice per week, and as required by means of the City, refuse, yard waste, and recycling, containers and collection, as well as special pick-ups (to include electronics) upon request of the City, from the following municipal properties:

LOCATION

City Hall
1702 Plainfield Road

Police Department
1710 Plainfield Road

Public Works Facility
1041 S. Frontage Rd

The City reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the Contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the City and shall be furnished at no charge by the Contractor during the term of the Contract. The dumpsters shall be lockable.

The City can also receive unlimited roll-off container loads at no cost during any contract year.

B. Special Events

The City currently receives as needed refuse and recycling collection services and City approved and sponsored community events. It is the intent of the City to sustain the current level of service provided to the City for up to five (5) events per calendar year. The City will also receive a municipal partnership discount no less than 10% off the retail rate for portable restroom services as provided by the Contractor's subsidiary company, Pitstop or successor.

C. Electronic Waste (E-Waste) Home Collection Event

The Contractor will provide electronic waste (E-Waste) home collection services during two weeks of each contract year, as mutually agreed upon between the City and the Contractor. E-Waste is defined as electronic waste banned from Illinois Landfills and in conjunction with the current Illinois state law.

E-Waste Home Collection will be provided to allow each home the opportunity to recycle and properly dispose of landfill banned items for up to seven (7) E-Waste items to include one TV and one computer monitor per collection or two total. The Contractor will provide a list of acceptable items, along with a web portal or process where a resident may submit a request for a home collection. The process for submitting a request and receiving collection will be properly communicated through media outlets used by the Contractor and City in advance of the event(s). The City will be billed by the Contractor for every home regardless of participation or no participation for this service which is to be based on the current number of homes last reported or most recently invoiced prior to the collection. The rate for two e-waste home collection events per year will be \$2.40 per home, per year for the first two events during the 2022 year. Each contract year the cost will increase no more than 2.5%.

The Contractor and City shall determine if the events will be offered each year and may determine not to offer the program. Contractor and City may mutually agree on any provisions as it pertains to the E-Waste Home Collection so long as it is agreed upon in writing by both representatives of each. The City shall pay for the service with one annually advance payment prior to the first home collection event in any given year of this Agreement. *For example, if an event is held in May and October of 2022, the Contractor will invoice the City in April of 2022 in the amount of \$2.40 per home. The number of homes used for the invoice will be based on the last known total home count.*

D. Vacancy Policy and Process

Vacant properties covered in this service Agreement located within incorporated City of Darien may be excluded from receiving service and from being invoiced/billed for services with proper notification and proof of vacancy to Contractor.

The property owner or responsible property manager will be required to notify and prove vacancy 48 hours prior to vacancy. Contractor will not monitor or report whether or not materials are placed at the curb and will not back date service termination for any reason.

Notification must be submitted in writing by the property owner or legally responsible property manager or agent. Notification may be sent by email to the designated Contractor customer service email address or by mail to the Contractor's headquarters currently located in Morton Grove, IL.

The notification must contain the property owners name, property address, mailing address, contact email address, if applicable, contact phone number, vacancy date and anticipated vacancy duration, if known. Notification is not considered acceptable proof of vacancy.

The responsible property owner or representative will need to request receipt of email or mail from Contractor customer service to ensure proper vacancy notification was received by the Contractor. The Contractor is not responsible for notifications not received. Property owners should request receipt in writing.

The Contractor will accept notification of the water being shut off from DuPage County, or the City of Darien in the form of an email to the designated Contractor customer service email address (currently but subject to change) at: Service@LRSrecycles.com and the assigned Contractor liaison as proof of vacancy.

Once vacancy proof and notification is provided to the Contractor and confirmed received, the Contractor will remove their carts from property within seven business days (excluding weekends and observed holidays).

The Contractor's carts must be left out at the curb to be removed. A fee of \$15.00 will be required, in advance, to remove the carts and stop the service as a vacancy. If the Contractor's carts are not removed due to the carts not being left out for removal, the vacancy exclusion will not be permitted and the advance cart removal fee payment will not be refunded.

New property owners moving into the vacant property will not be held responsible for any fees associated with delivering carts as they will be considered a new property owner and Contractor may require proof of new ownership.

E. Opt Out of Service Policy

The services provided under this agreement for Residential Households are not optional and required for each home. Opting out of Residential Household Service is not allowed under any circumstance for properties included and covered in the Agreement. Temporary service suspension or termination may only be established by mutual agreement between the City and the Contractor. Reasons for Opt out allowance will be at the discretion of the City and Contractor but will not be allowed in general.

F. No Strike Guarantee

The Contractor shall not be relieved of its obligation to perform services in a timely and complete manner under this Agreement as a result of a strike, work stoppage, work slowdown, sympathy strike, or other job action of Contractor's employees or the employees of any other entity. In the event that a strike, work stoppage, work slowdown, sympathy strike, or other job action interferes with Contractors' ability to perform services in a timely and complete manner, Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and/or subcontractors to perform such services. In the event that Contractor is unable to perform its obligations under this paragraph, the City may at its sole option and without waiving any other rights for breach, secure alternate services from another Company and charge to Contractor the costs of those services, less any cost savings occasioned by not paying Contractor's normal fees.

G. Natural Disaster/Emergency Clean-Up Services

In the event of a disaster, as declared by the City, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the City. The Contractor will be responsible for servicing the City in a timely manner, within one week of the disaster.

In addition, the Contractor and the City will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the City, the City will be able to pursue the necessary services from another company.

H. Service Implementation

All aspects of the refuse, recycling and yard waste collection service selected by the City must be implemented by April 1, 2022. Carts and services requested after the initial deadline established by the Contractor and mutually agreed upon by the City will be fulfilled within 5 business days following the request. Requests made during the initial transition period (30 days after the start of service) will be fulfilled in the time-frame designated by the Contractor and mutually agreed upon by the City. Carts will be delivered before March 27, 2022.

VIII. Compensation

A. Collection Rates

The Contractor agrees to provide, for the term of the contract, solid waste collection and recycling as provided in the specifications of this Agreement for the proposed rates identified in [Exhibit A](#).

B. Collection of Charges

The Contractor shall be responsible for the collection of all accounts. All charges for service shall be collected by the Contractor directly from its customers. The Contractor shall invoice for monthly services on a quarterly basis. The Contractor shall not look to the City, but shall look solely to its customers, for the payment of its charges for collection and disposal. The City will work with the Contractor to assist in collections where possible. The Contractor may suspend service after 60 days of non-payment after a notification is sent by mail. Where the Contractor intends to terminate collection service relative to a customer, the Contractor shall notify the customer in writing prior to the termination of the collection service, of the proposed termination date and the reason for said termination.

The Contractor will send notification to both the customer and the City Administrator for all terminated accounts or those pending termination on a frequent basis to be determined and mutually agreed upon throughout the contract duration.

C. Records

The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the City, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the City at any time during business hours.

D. Vacation and Seasonal Hold Service

The Contractor provides two options for residents as it pertains to temporarily stopping service for any reason. Requests must be made in writing by the resident to the Contractor by e-mail to designated Customer Service address (Service@LRSrecycles.com or other designated e-mail) or received by mail prior to the Vacation/Seasonal Hold week 7 days prior to the hold request. Contractor will confirm receipt within 24 hours. If receipt confirmation is not provided, a resident will be required to prove the request was submitted or it will not be honored. Contractor will not honor vacation requests that arrive by mail the day of vacation start or after the start of vacation for the current week. Resident account must be paid up to date to qualify for a Vacation or Seasonal Hold. Contractor reserves the right to make discretionary exceptions for proven emergency or dire scenarios residents may encounter.

i. Vacation Hold Policy

Vacation Hold is allowed for up to three service weeks (Sunday through Saturday). Contractor will provide two (2) vacation holds per contract year (April-March) per home. Vacation Hold weeks cannot be split up and must be started from Sunday and run through Saturday with regards to billing. There will be no additional charge for vacation hold.

ii. Seasonal Hold Policy

Seasonal Hold is allowed for a minimum of three (3) full service months and up to six (6) months per contract year. Seasonal Hold is allowed twice per contract year (April – March) so long as the minimum three (3) month time-frame is honored for both requests. Seasonal Hold is adjusted by the service week (Sunday through Saturday) as is with the Vacation Hold Policy.

IX. Public Awareness

A. Holiday Notification

The Contractor shall assist the City with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

B. Maintain Schedule of Pick-up

The Contractor shall pick up solid waste throughout the City on the same day of the week during the term of the contract (the “Schedule”). The Schedule shall not be changed without the consent of the City nor without giving a minimum of thirty (30) days written notice to all affected residents by enclosing a copy of such notice with the mailing of the Contractor’s last invoice immediately preceding such Schedule change, and by publishing the schedule change three (3) times by notice of circulation (Direct Connect) in the City.

C. Public Education Program

The Contractor shall develop a Public Education Program to educate residents about the service it provides. The Contractor shall create, supply and maintain throughout the term of the franchise contract educational materials including, but not limited to informational brochures, magnets or stickers to the City for distribution to new residents and residents upon request. The Contractor agrees to establish a webpage specific to the City program and informational video to explain the transition or program which will be housed on the Contractor webpage. The materials should inform residents of the aspects included in the refuse, recycling and yard waste collection services.

The Contractor and City shall mutually agree upon the contents of the informational materials. The Contractor shall provide for the preparation, printing and mailing/delivery costs of all consumer education materials. For the duration of the contract, the Contractor shall, upon request of the City, make personnel available for appearances at meetings and other gatherings to explain the collection program.

X. Reporting & Customer Service

A. Monthly Reporting Requirements

The Contractor shall provide the City with the following monthly reports:

- i.** Complaints: A report of all complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- ii.** Refuse: A report on the status of the refuse collection program, including an account of the total weight and cubic yardage of refuse collected each month and the disposition of same.
- iii.** Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the total weight and volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.
- iv.** Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of any problems encountered with program implementation.
- v.** Alternate Services: A report on the status of the E-Waste collection program(s), including the volume of waste collected and the processing facility, along with a summary of problems encountered with program implementation.

B. Missed Collections and Complaint Response

The Contractor shall maintain an office equipped with sufficient telephones, internet and personnel to provide prompt, courteous and efficient service at which Darien customers can pay their bills, to residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from at least 8:00 a.m. to 5:00 p.m.. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables; items or refuse, recyclables and/or yard waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the City agree to jointly establish reasonable administrative regulation for the investigation and resolution

of alleged missed collections. The Contractor shall maintain a daily log of complaints received. The complaint record shall be forwarded monthly for inspection by the City during regular business hours.

C. Contact

The contractor shall notify the City of its designated contact person(s) to handle any issues relative to the franchise contract as well as any complaints received by the City regarding the solid waste collection services provided by the Contractor. Such person(s) shall be available to discuss and, if necessary, meet with City personnel to resolve problems. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for use by City personnel.

XI. GENERAL PROVISIONS

A. Compliance with Laws

The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the City of Darien, the County of DuPage, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

B. Adherence to Schedule

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the City- approved Schedule by reason of any street or other construction work performed by the City or its contractors. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect solid waste as outlined in the contract by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to City residents.

C. Notice of Default Required

If at any time during the course of the Contract the Contractor shall collect waste from any Residential part of the City on a day other than the scheduled day (except in case of the holidays specified above) the Contractor shall notify the City that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

D. Indemnification

The Contractor shall indemnify, defend, save, and hold harmless the City, its officers and

employees, from any and all liability, losses, damages, expenses, and lawsuits, including workers' compensation claims, attorney's fees and costs of defense, on account of:

- The negligence of the Contractor, its employees, agents, or assigns
- Any assertion of claim under the Illinois Workers' Compensation Act of similar acts made by persons furnished by the Contractor or subcontractor
- Any action in law or equity resulting from the negligence or willful misconduct of Contractor brought by any party under Federal or State law in an effort to set aside the Contract.

The Contractor shall further indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all claims or causes of action, including reasonable attorney's fees and expenses, whether in contract or tort or arising out of a violation of any Federal, State, or local law as a result of an act or failure to act by the Contractor, its employees, agents or subcontractors. This indemnification obligation shall survive the duration of this Agreement.

E. Performance Bond/Irrevocable Letter of Credit

The Contractor shall furnish an acceptable Performance Bond or an Irrevocable Letter of Credit not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the amount of six hundred thousand dollars (\$600,000.00) from a reputable banking institution to guarantee the faithful performance of the Contract. The Performance Bond or Letter of Credit shall be payable to the City and prepared in a format approved by the City Attorney. It shall remain in effect for the full term of the Contract, including any extension period, and be delivered to the City prior to the City's execution of the Contract.

F. Insurance

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

- Workers' Compensation Insurance as prescribed by the laws of the State of Illinois
- Employers' Liability Insurance, with limits of not less than one million dollars (\$1,000,000) per occurrence
- Business Automobile Liability Insurance, with limits of not less than five million dollars (\$5,000,000) combined single limit per occurrence for bodily injury and property damage.
- Environmental Impairment/Pollution Liability Insurance of not less than one million (\$1,000,000) combined single limit per occurrence.
- Comprehensive General Liability Insurance with limits of not less than ten million dollars (\$10,000,000) combined single limit per occurrence for bodily injury, and property damage, and five million dollars (\$5,000,000) per occurrence for personal injury. The minimum General Aggregate shall be no less than ten million dollars (\$10,000,000).

The Contractor shall include the City, its officers, employees, and agents as additional insured on any of the foregoing policies (except Workers' Compensation). The Contractor shall also furnish to the City, a Certificate of Insurance attesting to the respective insurance coverage for each year during of the Contract.

The City shall receive written notice of cancellation or reduction in coverage from the Contractor on any insurance policy within thirty (30) days prior to the effective date of cancellation or reduction. To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance.

As an additional insured, the City will be protected to the same extent as the Contractor without limitation or qualification to the extent of Contractor's indemnification and contractual liability coverages required herein. All insurance or self-insurance coverage provided by the Contractor and evidenced on the certificate is primary and non-contributory to any other insurance that is afforded by the City of Darien. As such, any other insurance or self-insurance the City has retained shall be on an excess or contingent basis as respects the contractual obligations of the Contractor and as regards to the insurance required of the Contractor under this agreement.

There shall be no future endorsement or modification of Contractor's comprehensive general liability insurance evidenced on the certificate which limits the scope of coverage arising from

pollution. The Contractor shall provide contractual liability coverage which shall at a minimum, indemnify and hold harmless the City and its officer, officials, employees and agents from and against all claims, damages, losses and expenses including, but not limited to legal fees (attorney and paralegal fees and court costs), arising out of or resulting from Contractor's performance under this contract, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful, negligent act or omission of the Contractor, any of their subcontractors, agents, employees or anyone else directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity, which would otherwise exist in favor of the City. The indemnification obligation of this paragraph further shall not be limited by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor, its subcontractors, or anyone else for whom they may be directly or indirectly liable under any Worker's or Workman's Compensation Acts, Disability Acts or any other Employee Benefit Act.

All insurance or self-insurance required to be obtained by the Contractor pursuant to this agreement and evidenced by the Contractor on the certificate shall provide that any failure to comply with any reporting provisions of any evidenced coverage shall not affect coverage provided to the City, its officers, directors, employees or agents.

Under no circumstances shall the City be deemed to have waived any of the coverage requirements of the Agreement by (1) allowing the Contractor to undertake any action under this contract before receipt of any certificates of coverage or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise the Contractor that any-certificate or additional insured endorsement fails to contain all the required insurance provision or is otherwise deficient in any manner. The Contractor agrees that the obligation to provide the insurance and/or self-insurance required by these documents are solely its responsibility and that its obligations cannot be waived by any act or omission of the City.

Nothing contained in this contract is to be construed as limiting the liability of the Contractor. The City does not, in any way represent that the coverages or limits of insurance specified are sufficient to adequately protect the City or the Contractor, are not merely minimums. The obligations of the Contractor to purchase insurance or obtain self-insured coverage shall not, in any way, limit its obligations to the City in the event the City should suffer an injury or loss in excess of the amount recoverable or any loss or portion of a loss which is not covered by Contractor's insurance or self-insurance coverages.

In order to protect the City, the Contractor shall require all its subcontractors to purchase insurance protecting the owner that is equal to the coverages required herein by the Contractor.

To the extent permitted by law, all or any part of any required insurance may be provided under a plan of self-insurance.

G. Licenses, Taxes and Change in Law

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the Contract. The Contractor shall also pay all Federal, State, and local taxes, including sales tax, social security, workmen's compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment, or real estate.

In the event that a Change in Law occurs as defined in this Section, either the City or the Contractor may request the other party to modify the terms of this Agreement as to the terms of payment hereunder. The City or the Contractor must sufficiently demonstrate a change in law and agree to modify the payment terms of this agreement. In the event one party refuses to agree to modify the payment terms of this agreement, the City or Contractor may terminate the agreement with a six month notice. During this period the same pricing within the executed contract shall remain in full force and effect

The Change in Law shall apply only to taxes and fees universally applicable to the waste hauling industry and shall apply to laws or regulations applied by the federal or State regulations. If an increased fee is imposed by a local agency accepting refuse, the contractor must demonstrate an inability to avoid the tax or fee by utilizing another facility. The Change in Law modification must exceed 2% of the gross yearly revenue of the contract to the company for this to be applicable, the change in law provision shall become effective after year three (3) of the contract.

H. Equal Employment Opportunity

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 USC paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- i. Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- ii. Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
- iii. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

I. Remedies and Penalties

If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the City ("Default"), the City shall have as such one or more of the following remedies as it may elect:

In the event of Contractor's failure to collect, remove and properly dispose of the solid waste in

accordance with the time periods set forth herein for more than 3 consecutive days (excluding Sundays, Saturdays and holidays), the City Administrator may cause such refuse and other disposable materials to be collected and disposed of by means available to the City, and any and all expense incurred by the City for that purpose shall be charged to the Contractor.

Except for the violation of those terms and provisions of this Contract which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if Contractor is otherwise in default of this Contract, the City may notify the Contractor that it is in Default, stating in general terms the nature of the Default, and that the Contractor's rights under the Contract will be terminated in 60 days unless the Contractor cures its Default within 30 days. If the Contractor fails to cure its Default within 15 days after such notice, the Contractor's rights under the Contract shall cease 30 days after such notice.

J. Independent Contractor Not Employed

The Contractor acknowledges that it is an independent Contractor and that none of its employees, agents, or assigns are employees of the City. The Contractor shall be solely responsible for all of Contractor's employees' unemployment, social security, and other payroll tax payments required by law or union Contract.

K. Right of Inspection

The Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the City as a result of the Contract.

L. Additional Requirements

The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract.

M. Prevailing Wage Rates

The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois Department of Labor, current edition at date of bid submission.

N. Non-Assignment

The Contractor shall not assign or subcontract any rights or interests under the Contract or any part thereof to any other person, firm, or corporation without the prior written consent of the City.

O. Penalties and Fines

The Contractor shall be solely liable for all fines and penalties imposed by the City or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first written above.

Lakeshore Recycling Systems, LLC

City of Darien

By: _____

By: _____

Joshua Con nell
(Printed Name)

Joseph A. Marchese
(Printed Name)

Its: Vice President

Its: Mayor

Attest:

Attest:

By: _____

By: _____

Katie Neary
(Printed Name)

JoAnne E. Ragona
(Printed Name)

Its: Municipal Services Manager

Its: City Clerk



EXHIBIT A – RATE SCHEDULE

Description of Service	RATES FOR INITIAL CONTRACT PERIOD					RATES FOR 2 OPTIONAL YEARS	
	Year 1 4/1/22-3/31/23	Year 2 4/1/23-3/31/24	Year 3 4/1/24 -3/31/25	Year 4 4/1/25-/31/26	Year 5 4/1/26 -/31/27	Option Year 1 4/1/27 – 3/31/28	Option Year 2 4/1/28 – 3/31/29
Monthly Rate for UNLIMITED weekly with a 65 or 95 gallon refuse cart; UNLIMITED yard waste service in 32 gallon yard waste bag or can; UNLIMITED recycling; one bulk item weekly	\$20.95	\$21.48	\$22.00	\$22.57	\$23.14	\$23.71	\$24.31
Monthly rate for Seniors for limited refuse services with a 35 gallon refuse cart; unlimited yard waste; unlimited recycling; one bulk item weekly	\$10.00	\$10.25	\$10.50	\$10.77	\$11.04	\$11.31	\$11.60
Monthly Rental for additional refuse cart	\$3.00	\$3.08	\$3.18	\$3.24	\$3.32	\$3.40	\$3.49
Monthly Rental for additional recycle cart	\$3.00	\$3.08	\$3.18	\$3.24	\$3.32	\$3.40	\$3.49
Monthly Rental for 95 gallon yard waste/organics cart	\$3.00	\$3.08	\$3.18	\$3.24	\$3.32	\$3.40	\$3.49
White Good Pickup	\$25.00	\$25.63	\$26.27	\$26.93	\$27.60	\$28.29	\$29.00
Special Collections (charge per cubic yard to resident)	\$15.00	\$15.38	\$15.75	\$16.15	\$16.55	\$16.96	\$17.39

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014