

**AGENDA**  
**Municipal Services Committee**  
**August 26, 2019**  
**7:00 P.M. – City Council Chambers**

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Old Business**
4. **New Business**
  - a. **Ordinance** - Approval of an ordinance authorizing the disposal of surplus property.
  - b. **Resolution** – Approval to enter into a contract with Allstate Tower, Inc. for the preparation and painting of the communication tower located at 1041 South Frontage Road in an amount not to exceed \$69,977.
  - c. **Resolution** – Accepting a proposal from Associated Technical Services Ltd (ATS) for the 2019 Water Leak Survey, in an amount not to exceed \$12,109.50 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in the amount of \$420.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve.
  - d. **Resolution** – Accepting a proposal from Tria Architecture, Inc. for the Professional Design Services for the Public Works Facility located at 1041 South Frontage Road in an amount not to exceed \$23,850.
  - e. **Resolution** – Approval rejecting all bids, waiving the competitive bid process, and accepting a proposal from Kenny Construction Company in an amount not to exceed \$692,560 for the Seminole 72-inch Storm Sewer Lining Project - Seminole Dr. and Plainfield Rd. - under McDonald’s Parking lot, east to 801 Plainfield Rd and a contingency in the amount of \$125,000 for unforeseen excavations and spot repairs due to potential conflicts. The total expenditure request would be not to exceed \$817,560.
  - f. **Resolution** – Authorizing the Mayor to execute a contract with JLJ Contracting, Inc. for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$65,800.
  - g. **Resolution** – Approval awarding a contract extension to Homer Tree Care, Inc. in an amount not to exceed \$216,750.00 for the City’s 2019/2020 Tree Trimming and Removal Program.
  - h. **Resolution** – Approval of a proposal from Core & Main for the purchase of the commercial water meters and remote readers in an amount not to exceed \$250,162.40.
  - i. Minutes – **July 22, 2019** Municipal Services Committee
5. **Director’s Report**
6. **Next scheduled meeting – September 23, 2019**
7. **Adjournment**

**AGENDA MEMO**  
**Municipal Services Committee**  
**August 26, 2019**

**ISSUE STATEMENT**

Approval of an [ordinance](#) authorizing the disposal of surplus property.

**BACKGROUND/HISTORY**

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, Public Surplus, or disposed of:

	<b>ITEM</b>	<b>VIN/MODEL#</b>	<b>MILEAGE</b>	<b>EXPLANATION</b>
1	#102 - 2009 Ford F-350 with spreader & 9' plow	1FDWF37R59EA11876	77,721	replaced
2	#104 – 2009 Ford F-350 with spreader & 9' plow	1FDWF37R59EA11875	88,575	replaced
3	2007 Ford Crown Victoria	2FAFP71W77X102043	198,602	not needed

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends the above be declared surplus property and auctioned using Public Surplus or disposed of.

**ALTERNATE CONSIDERATION**

As recommended by the Committee.

**DECISION MODE**

This item will be placed on the September 3, 2019 City Council Agenda for formal approval.

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

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

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS \_\_\_\_ DAY OF \_\_\_\_\_**

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**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this \_\_\_\_  
day of \_\_\_\_\_, 2019.**

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

WHEREAS, in the opinion of at least three fourths of the corporate authorities of the City of Darien, it is no longer necessary or useful, or for the best interests of the City of Darien, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Darien to sell said personal property at a Public Auction or dispose of said property.

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

**SECTION 1:** The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using Public Surplus or disposing of said property.

	<b>ITEM</b>	<b>VIN/MODEL#</b>	<b>MILEAGE</b>	<b>EXPLANATION</b>
1	#102 - 2009 Ford F-350 with spreader & 9' plow	1FDWF37R59EA11876	77,721	replaced
2	#104 - 2009 Ford F-350 with spreader & 9' plow	1FDWF37R59EA11875	88,575	replaced
3	2007 Ford Crown Victoria	2FAFP71W77X102043	198,602	not needed

**SECTION 2:** The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned using Public Surplus or disposing of said property.

**SECTION 3:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

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

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

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

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

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

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**August 26, 2019**

**ISSUE STATEMENT**

Approval of a [resolution](#) to enter into a contract with Allstate Tower, Inc. for the preparation and painting of the communication tower located at 1041 South Frontage Road in an amount not to exceed \$69,977.

**BACK UP****BACKGROUND**

The FY 19/20 Budget included \$25,000 for the repainting of the City's South Communication Tower, located at 1041 South Frontage Road/Public Works Facility. The facility was built in the 1990's by the University of Chicago and conveyed to the City in 2001.

The tower serves as a facilitator for communication equipment and the City leases the space on the tower to various communication providers. The structure is in need of repainting and includes the following scope of work:

- A. Mechanical removal of rust
- B. Pressure Washing
- C. Application of a Corrosion Inhibitive
- D. Federal Standard Paint-Orange and White
- E. One-year Warranty

The Staff reached out to Allstate Tower for an opportunity to review costs for cost saving measures. Attached is an email regarding the re-negotiated cost in an amount not to exceed \$69,977. See e-mail attached and labeled as [Attachment A](#).

Staff had solicited for bids and received three responsive bids. The bid opening was held on August 8, 2019, see attached, labeled as [Attachment B](#).

Staff had reviewed a budgetary quote that was presented by Tower Works in 2018 in an amount of \$21,600 and in 2019 in an amount of \$25,245. Due to the extent of antenna updates and new agreements; the Tower Painting Project, was postponed and scheduled for this year's budget. The budgeted amount was for \$25,000.

Please note, prior to the opening of the re-bid, the previous vendor, Tower Works, provided a quote after the last bid opening in the amount of \$53,240. Originally, Staff reached out to Tower Works inquiring to why a bid was not returned and the representative of the company identified that it was overlooked. Upon receipt of the quote, Staff again reached out to Tower Works regarding the price escalation and they responded that the increase was due to the prevailing wage act. Staff had reached out to counsel during the preparation of the contract and the scope of work falls under the prevailing wage act. Tower Works did not bid on the re-bid project due to their schedule.

The proposed expenditure would be expended from the following line account:

	<b>ACCOUNT DESCRIPTION</b>	<b>FY 19/20 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
01-30-4223	MAINTENANCE BUILDING- ANTENNA PAINTING	\$ 25,000	\$ 69,977	\$ * (44,977)

\*The item is over budget by \$44,977 and pending upcoming expense items for said line account, staff will seek opportunities to offset the shortfall.

**STAFF RECOMMENDATION**

Approval of a resolution to enter into a contract with Allstate Tower, Inc. for the preparation and painting of the communication tower located at 1041 South Frontage Road in an amount not to exceed \$69,977.

**ALTERNATE CONSIDERATION**

Reject all bids and re-budget for 2020.

**DECISION MODE**

This item will be placed on the September 3, 2019 City Council agenda for formal approval.

**AGENDA MEMO**

**City Council**

**July 15, 2019**

**ISSUE STATEMENT**

A resolution rejecting all bids for the preparation and painting of the communication tower located at 1041 S. Frontage Road and direct staff to rebid the project.

**BACKGROUND**

*\*The Municipal Services Committee at the June 24, 2019 meeting discussed the following agenda item requesting consideration of the following:*

*Approval of a resolution rejecting the sealed bid from Allstate Tower, Inc., for the preparation and painting of the communication tower located at 1041 Frontage Road.*

AND

*Approval of an ordinance waiving the competitive bid process-2/3 City Council approval required.*

AND

*Approval of a resolution accepting a quote from Tower Works to prepare, provide material and paint the existing Antenna Tower at 1041 South Frontage Road in an amount not to exceed \$53,240. See Attachment A.*

*Director Gombac also informed the Committee that staff received a revised estimate from Allstate Tower, Inc., in the amount of \$68,027.00. See Attachment B.*

*\*UPDATE FROM MUNICIPAL SERVICES COMMITTEE*

**ADDITIONAL BACKGROUND**

The FY 19/20 Budget included \$25,000 for the repainting of the City's South Communication Tower, located at 1041 South Frontage Road/Public Works Facility. The facility was built in the 1990's by the University of Chicago and conveyed to the City in 2001.

The tower serves as a facilitator for communication equipment and the City leases the space on the tower to various communication providers. The structure is in need of repainting and includes the following scope of work:

- A. Mechanical removal of rust
- B. Pressure Washing
- C. Application of a Corrosion Inhibitive
- D. Federal Standard Paint-Orange and White
- E. One-year Warranty

Staff had solicited for bids and received one responsive bid. The bid opening was held on June 11, 2019. The bid was in the amount of \$555,000, presented by Allstate Tower, Inc., see attached, labeled as Attachment C.



Staff had reviewed a budgetary quote that was presented by Tower Works in 2018 in an amount of \$21,600 and in 2019 in an amount of \$25,245. Due to the extent of antenna updates and new agreements; the Tower Painting Project, was postponed and scheduled for this year’s budget. The budgeted amount was for \$25,000.

Staff had reached out to Tower Works inquiring why a bid was not returned and the representative of the company identified that it was overlooked. Staff had requested a quote from Tower Works and a quote in the amount of \$53,240 was forwarded. See Attachment D. Staff again reached out to Tower Works regarding the price escalation and they responded that the increase was due to prevailing wage act. See Attachment E. Staff had reached out to counsel during the preparation of the contract and the scope of work falls under the prevailing wage act.

The proposed expenditure would be expended from the following line account:

	<b>ACCOUNT DESCRIPTION</b>	<b>FY 19/20 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
01-30-4223	MAINTENACE BUILDING - ANTENNA PAINTING	\$ 25,000	\$ 53,240	\$ * (28,240)

\*The item is over budget by \$28,240 and pending upcoming expense items for said line account, staff will seek opportunities to offset the shortfall.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends the following:

A resolution rejecting all bids for the preparation and painting of the communication tower located at 1041 S. Frontage Road and direct staff to rebid the project.

*The Committee discussed this item with the recommendation to reject all bids and re-bid the project. The vote was 0-3*

**ALTERNATE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the July 15, 2019 City Council agenda for formal approval.

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

**A RESOLUTION REJECTING THE SEALED BID FROM ALLSTATE TOWER, INC.,  
FOR THE PREPARATION AND PAINTING OF THE COMMUNICATION TOWER  
LOCATED AT 1041 FRONTAGE ROAD**

**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**, the City of Darien solicited sealed bids for the preparation and painting of the communication tower located at 1041 Frontage Road.

**WHEREAS**, the only bid received by the City, opened on June 11, 2019 from Allstate Tower, Inc., was in the amount of \$555,000; and

**WHEREAS**, the bid was in excess of the FY19/20 Budget allocation for public works projects; and

**WHEREAS**, the corporate authorities have determined that the sealed bid from Allstate Tower, Inc., greatly exceeds the amount allocated by the City budget; and

**WHEREAS**, the corporate authorities of the City have determined that it is in the best interests of the City and its residents to reject said bid.

**WHEREFORE**, the corporate authorities to waive advertising for bids for the above-stated project.

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

**SECTION 1:** The Darien City Council hereby rejects the sealed bid submitted by Allstate

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

Tower, Inc., for the preparation and painting of the communication tower located at 1041 Frontage Road, Darien, Illinois.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 15<sup>th</sup> day of July 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 15<sup>th</sup> day of July 2019

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

**AN ORDINANCE WAIVING THE COMPETITIVE BID PROCESS FOR THE PREPARATION AND PAINTING OF THE COMMUNICATION TOWER LOCATED AT 1041 FRONTAGE ROAD**

**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**, the City of Darien solicited bids for the preparation and painting of the communication tower located at 1041 Frontage Road.

**WHEREAS**, the only bid received by the City, opened on June 11, 2019 from Allstate Tower, Inc., was in the amount of \$555,000; and

**WHEREAS**, the bid was in excess of the FY19/20 Budget allocation for public works projects; and

**WHEREAS**, the corporate authorities have previously adopted a Resolution rejecting the sealed bid from Allstate Tower, Inc., for the preparation and painting of the communication tower; and

**WHEREAS**, the Illinois Municipal Code, at 65 ILCS 8/8-9-1, provides that the corporate authorities may waive advertising for bids by a vote of 2/3rds of the aldermen then holding office; and

**WHEREFORE**, the corporate authorities have determined that it is in the best interests of the City and its residents to waive advertising for bids for the above-stated project.

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

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

**SECTION 1:** The City Council, by a vote of 2/3rds of the aldermen now holding office, hereby waives the requirement to advertise for bids for the preparation and painting of the communication tower located at 1041 Frontage Road, Darien, Illinois.

**SECTION 2:** The City Council by a 2/3<sup>rd</sup> vote of all the aldermen holding office hereby approves this Ordinance.

**SECTION 3:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that, to the extent the terms of this Ordinance should be inconsistent with any non-preemptive state law, this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 15<sup>th</sup> day of July 2019.

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 15<sup>th</sup> day of July 2019**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM TOWER WORKS, INC. FOR THE PREPARATION AND PAINTING OF THE COMMUNICATION TOWER LOCATED AT 1041 FRONTAGE ROAD**

**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**, the City of Darien solicited sealed bids for the preparation and painting of the communication tower located at 1041 Frontage Road.

**WHEREAS**, the only bid received by the City, opened on June 11, 2019 from Allstate Tower, Inc., was in the amount of \$555,000; and

**WHEREAS**, the bid was in excess of the FY19/20 Budget allocation for public works projects; and

**WHEREAS**, corporate authorities previously approved a Resolution rejecting the sealed bid submitted by Allstate Tower, Inc; and

**WHEREAS**, the corporate authorities subsequently approved an Ordinance waiving the requirement to advertise for bids for the preparation and painting the communication tower; and

**WHEREAS**, the City has now received a bid from Tower Works, Inc. for the preparation and painting of the communication tower in the amount of \$53,240; and

**WHEREAS**, said bid comes within the budget allotted for said project; and

**WHEREAS**, the corporate authorities have determined that it is in the best interests of the City and its residents to accept the bid submitted by Tower Works, Inc.

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

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

**SECTION 1:** The Darien City Council hereby authorizes the Mayor to accept the proposal from Tower Works, Inc. for the preparation and painting of the communication tower located at 1041 Frontage Road, Darien, Illinois in an amount not to exceed \$53,240, attached hereto as **Exhibit A** and made a part hereof.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of July 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 15<sup>th</sup> day of July 2019

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

ATTEST:

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

APPROVED AS TO FORM:

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





232 Heilman Avenue  
P.O. Box 25  
Henderson, KY 42419  
Tel. (270) 830-8512  
Fax (270) 228-4551  
www.pttg.com

Date: June 24, 2019

Daniel Gombac, Director of Municipal Services  
City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Tel: 630-852-5000

Subject: Job Number PA-081059

Gentlemen:

Please find enclosed our proposal for the above subject work. Prior to start of work, we will furnish certificates of insurance evidencing general liability insurance as well as statutory limits of workmans's compensation insurance.

To accept our proposal, just sign and return one (1) copy to our Henderson, KY office.

Sincerely,

ALLSTATE TOWER, INC.

Kevin Roth  
Vice President of Sales

270-830-8512 Ext. 3601

Enclosures:



Full Service Tower Company • Licensed Engineering Firm • Design-Build Steel Manufacturing  
Maintenance • Inspection • Modification • Tower Steel • Structural Steel • Material Handling Solutions



P.O. Box 25  
 Henderson, KY 42419  
 ph. (270) 830-8512  
 fax (270) 228-4551  
 www.pttg.com

Job Number: PA-081059  
 Order Date: June 24, 2019  
 PO Number:  
 Shipping Terms: FOB Henderson, KY  
 Shipping Method: Truck

Bill To:
City of Darien 1702 Plainfield Road Darien, IL 60561 Daniel Gombac, Director of Municipal Services 630-852-5000 dgombac@darien.gov

Job Site/Ship To Location
230' SS Tower - Darien, IL Darien, IL 630-852-5000 dgombac@darien.gov

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	<b>PA081059-A</b> (1) 230' x 22' SS Tower - Darien, IL  1. Mobilize to tower site. 2. Wire brush and clean tower of rust, loose and non-adhering paint. 3. AST to apply Corrodeal Rust Converter or equivalent to prepped areas of tower. 4. Paint entire tower with Sherwin Williams Sher-Cryl HPA to aviation orange and white paint. 5. AST to coat 35 - 40 runs of coax affixed to the outside face of the tower will be painted achieve compliance with FAA standards.  Surface Prep and Spot Prime - \$21,800.00 Paint - \$32,857.00 Coax - \$15,320.00  Notes: Price based on prevailing wage rates. (5) year warranty on materials and labor. Sand or water blasting NOT included. Shrouding NOT included.	\$69,977.00	\$69,977.00
		-	1,950.00
			SEE E-MAIL ATT [Signature]
			68,027

Order Total ~~\$69,977.00~~

Additional Notes:

Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

**From:** [Dan Gombac](#)  
**To:** [Regina Kokkinis](#)  
**Subject:** FW: Paint Proposal  
**Date:** Thursday, June 27, 2019 2:32:51 PM  
**Attachments:** [image001.png](#)

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*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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***DARIEN DIRECT CONNECT***

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

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**From:** Kevin Roth <kroth@pttg.com>  
**Sent:** Monday, June 24, 2019 3:31 PM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** RE: Paint Proposal

You could drop \$1,950.00

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**From:** Dan Gombac <dgombac@darienil.gov>  
**Sent:** Monday, June 24, 2019 2:54 PM  
**To:** Kevin Roth <kroth@pttg.com>  
**Subject:** RE: Paint Proposal

Thank you Kevin

Would there be any additional discounting if the warranty was for a year?

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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***DARIEN DIRECT CONNECT***

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

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**From:** Kevin Roth <kroth@pttg.com>  
**Sent:** Monday, June 24, 2019 11:24 AM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** Paint Proposal

Dan,

Attached is a proposal with tradition tower painting prep and paint.

I can offer a (5) year warranty with the Sher-Cryl.....to do (10) year warranty you would need to do epoxy/urethane system which is \$\$\$.

Kevin



*"100 years and still climbing"*

Kevin Roth

**Vice President of Sales**

Pittsburg Tank & Tower Group

Allstate Tower Inc.

PO Box 25 Henderson, KY 42419

P: 270-830-8512 Ext: 3601 | C: 270-831-3632 | F: 270-228-0312

[www.PTTG.com](http://www.PTTG.com) [Facebook](#) [LinkedIn](#) [Twitter](#) [Instagram](#) [YouTube](#)

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

BID OPEN: 2019 PAINTING OF SOUTH COMMUNICATION TOWER

OPENING DATE/TIME: June 11, 2019 @ 10:00 a.m.

			Allstate Tower, Inc.		
ITEM	DESCRIPTION		Total		Total
1	Media Blasting Power Washing & Prep Work		\$ 315,000.00		
2	Painting of Communication Tower		\$ 240,000.00		
Total			<u>\$ 555,000.00</u>		<u>\$ -</u>





From: [towerworks@towerworks.net](mailto:towerworks@towerworks.net)  
 To: [Dan\\_Gombac](mailto:Dan_Gombac)  
 Cc: [Regina\\_Kokkinis](mailto:Regina_Kokkinis)  
 Subject: Re[4]: FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.  
 Date: Wednesday, June 19, 2019 12:46:13 PM  
 Attachments: [Estimate4967.pdf](#)

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Dan,  
 I sent it out on 6/17/19 thru the Intuit Server of Quickbooks. Here it is again attached.  
 -Sam

-----Original Message-----

From: "Dan Gombac" <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
 To: [towerworks@towerworks.net](mailto:towerworks@towerworks.net)  
 Cc: "Regina Kokkinis" <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>  
 Date: 06/19/19 11:04  
 Subject: RE: Re[2]: FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

Need your quote by 1:00pm today please.

*Daniel Gombac*  
 Director of Municipal Services  
 630-353-8106

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

---

From: [towerworks@towerworks.net](mailto:towerworks@towerworks.net) <[towerworks@towerworks.net](mailto:towerworks@towerworks.net)>  
 Sent: Friday, June 14, 2019 1:54 PM  
 To: Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
 Subject: Re[2]: FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

Thanks - We will get you a revised copy on Monday.

Have a wonderful weekend!

Regards,

Linda/Sam

Tower Works Inc  
 47W543 Perry Road  
 Maple Park, IL 60151  
 630-557-2221

-----Original Message-----

From: "Dan Gombac" <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
 To: [towerworks@towerworks.net](mailto:towerworks@towerworks.net)  
 Cc: "Regina Kokkinis" <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>, "Bryon Vana" <[bvana@darienil.gov](mailto:bvana@darienil.gov)>  
 Date: 06/13/19 03:54 pm  
 Subject: RE: FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

Pls see my replies below

*Daniel Gombac*  
 Director of Municipal Services  
 630-353-8106

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---

**From:** Dan Gombac  
**Sent:** Thursday, June 13, 2019 11:55 AM  
**To:** 'towerworks@towerworks.net' <towerworks@towerworks.net>  
**Cc:** Regina Kokkinis <rkokkinis@darienil.gov>; Bryon Vana <bvana@darienil.gov>  
**Subject:** RE: FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

Double checking on below comments.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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---

**From:** towerworks@towerworks.net <towerworks@towerworks.net>  
**Sent:** Thursday, June 13, 2019 11:27 AM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Cc:** Regina Kokkinis <rkokkinis@darienil.gov>; Bryon Vana <bvana@darienil.gov>  
**Subject:** Re: FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

Dan,  
There is a disjoint between what we quoted back in March and what the Bid package is requiring.  
They are:

- 2 year / 10 year Warranty - Our standard warranty is 1 year for parts and labor. This is also true from our subs. And while I can extend the warranty to 2 years parts & labor for a fee, I cannot go to 10 years for the materials

OK please provide an option for a 2<sup>nd</sup> year warranty

- Prevailing wage must be used. This requirement basically doubles the labor rate and the quote

Prevailing wage must be included

- 5% bid deposit - We really want this waived

Item waived

- 25% down payment - Our proposal needs a down payment for this job

We could pay upon mobilization, delivery of materials

Our payouts are every two weeks, and Municipalities don't provide down payments.

- Performance Bond requirement. While I am investigating this, but for simplicity, I would really like this waived as well.

Item waived, payouts will be based upon stages of completion of work.

I am putting together an updated estimate to the one previously provided to cover the additional costs and requirements for both sides.

Regards,  
Sam Lucente

Tower Works Inc  
47W543 Perry Road  
Maple Park, IL 60151  
630-557-2221

---

-----Original Message-----  
From: "Dan Gombac" <dgombac@darienil.gov>  
To: towerworks@towerworks.net

Cc: "Bryon Vana" <[bvana@darienil.gov](mailto:bvana@darienil.gov)>, "Regina Kokkinis" <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>  
Date: 06/13/19 11:01 am  
Subject: FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

Sam,

Attached is the quote sent on 1/23/18, please review at your earliest convenience and let me know if it is still valid. Please note we postponed the painting from last year to this year due to reconfiguration of the infrastructure.

Sincerely,

*Daniel Gombac*  
Director of Municipal Services  
630-353-8106

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**From:** Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>  
**Sent:** Thursday, June 13, 2019 9:57 AM  
**To:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Subject:** FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

This is what I have.

Thank you,

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

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**From:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Sent:** Monday, January 29, 2018 11:42 AM  
**To:** Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>  
**Subject:** FW: South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

*Daniel Gombac*  
Director of Municipal Services  
630-353-8106

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**From:** [replyTo@intuit.com](mailto:replyTo@intuit.com) [<mailto:replyTo@intuit.com>]  
**Sent:** Tuesday, January 23, 2018 11:52 AM  
**To:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Cc:** Steven Manning <[smanning@darienil.gov](mailto:smanning@darienil.gov)>  
**Subject:** South Tower Scrape & Paint - Estimate 4384 from Tower Works Inc.

Dan,

Please review the attached estimate- 4384 for the South Tower Scrape & Paint. Feel free to contact me if you have any questions.

We look forward to working with you.

Sincerely,  
Sam Lucente  
Tower Works, Inc.  
630-557-2221

**To view your estimate**

Open the attached PDF file. You must have [Acrobat®Reader®](#) installed to view the attachment.

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

**A RESOLUTION REJECTING ALL BIDS FOR THE PREPARATION AND PAINTING OF THE COMMUNICATION TOWER LOCATED AT 1041 S. FRONTAGE ROAD AND DIRECT STAFF TO REBID THE PROJECT.**

**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**, the City of Darien solicited sealed bids for the preparation and painting of the communication tower located at 1041 Frontage Road.

**WHEREAS**, the only bid received by the City, opened on June 11, 2019 from Allstate Tower, Inc., was in the amount of \$555,000; and

**WHEREAS**, the bid was in excess of the FY19/20 Budget allocation for public works projects; and

**WHEREAS**, the Municipal Services Committee has recommended to the corporate authorities that the sealed bid from Allstate Tower, Inc. be rejected and has further recommended that the corporate authorities direct City Staff rebid the project; and

**WHEREAS**, the corporate authorities have determined that the sealed bid from Allstate Tower, Inc., greatly exceeds the amount allocated by the City budget; and

**WHEREAS**, the corporate authorities of the City have determined that it is in the best interests of the City and its residents to reject said bid.

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

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

**SECTION 1:** The Darien City Council hereby rejects the sealed bid submitted by Allstate Tower, Inc., for the preparation and painting of the communication tower located at 1041 Frontage Road, Darien, Illinois.

**SECTION 2:** This Resolution shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15<sup>th</sup> day of July 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15<sup>th</sup> day of July 2019**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**From:** [Kevin Roth](#)  
**To:** [Dan Gombac](#)  
**Subject:** Paint System  
**Date:** Friday, August 16, 2019 8:57:14 AM  
**Attachments:** [image001.png](#)

---

Dan,

If this system is agreeable I can knock nearly 10 K of the bid price.

(1) 230' x 22' SS Tower - Darien, IL

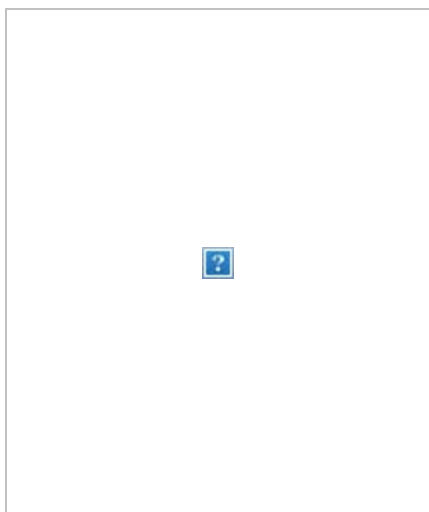
1. Mobilize to tower site.
2. Wire brush and clean tower of rust, loose and non-adhering paint.
3. AST to apply Corro Seal Rust Converter or equivalent to prepped areas of tower.
4. Paint entire tower with Sherwin Williams Sher-Cryl HPA to aviation orange and white paint.
5. AST to coat 35 - 40 runs of coax affixed to the outside face of the tower will be painted achieve compliance with FAA standards.

Surface Prep and Spot Prime - \$21,800.00  
Paint - \$32,857.00  
Coax - \$15,320.00

**Notes:**

Price based on prevailing wage rates.  
(5) year warranty on materials and labor.  
Sand or water blasting NOT included.  
Shrouding NOT included.

Total - \$69,977.00



Kevin Roth  
**Vice President of Sales**  
Pittsburg Tank & Tower Group  
Allstate Tower Inc.  
PO Box 25 Henderson, KY 42419

P: 270-830-8512 Ext: 3601 | C: 270-831-3632 | F: 270-228-0312

[www.PTTG.com](http://www.PTTG.com) [Facebook](#) [LinkedIn](#) [Twitter](#)  
[Instagram](#) [YouTube](#)

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

BID OPEN: 2019 PAINTING OF SOUTH COMMUNICATION TOWER

OPENING DATE/TIME: August 8, 2019 @ 10:00 a.m.

		Allstate Tower, Inc.		Allstate Tower, Inc. renegotiated		Tecorp, Inc.		Abhe & Svoboda, Inc.	
DESCRIPTION		Total	Total	Total	Total	Total	Total		
	Preparation & Painitng of Communication Tower	\$ 79,500.00	\$ 69,977.00		\$ 418,000.00		\$ 347,830.00		
Total		\$ 79,500.00	\$ 69,977.00		\$ 418,000.00		\$ 347,830.00		



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

**A RESOLUTION TO ENTER INTO A CONTRACT WITH ALLSTATE TOWER, INC., FOR THE PREPARATION AND PAINTING OF THE COMMUNICATION TOWER LOCATED AT 1041 SOUTH FRONTAGE ROAD IN AN AMOUNT NOT TO EXCEED \$69,977.**

**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 a contract with Allstate Tower, Inc., for the preparation and painting of the communication tower located at 1041 South Frontage Road in an amount not to exceed \$69,977, 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 3<sup>rd</sup> day of September 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of September 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

### Summary Schedule of Cost for the 2019 City of Darien Communication South Tower Painting

All bids shall be sealed and returned prior to the bid opening at 10:00 a.m. on Thursday, August 8, 2019 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

The contract shall be awarded on a **Total Cost**.

NO.	DESCRIPTION	QUANTITY	UNIT	TOTAL COST
1.	PREPARATION AND PAINTING OF COMMUNICATION TOWER	1	EACH	<del>79,500.00</del>

*DA*

~~\$79,500.00~~

*\$169,977.00*


*SEE ATT. E-MAIL*

*DA*

*08/19/19*

Company Name: Allstate Tower, Inc.


*ALLSTATE TOWER*

*X* 

*signature*

END OF SPECIFICATION

Firm Name: Allstate Tower, Inc.

Signature of Authorized Representative: 

Title: Vice President of Sales Date: 7-30-19

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

**SECTION III**

**BIDDER SUMMARY SHEET**

**2019 CITY OF DARIEN COMMUNICATION SOUTH TOWER  
PAINTING**

Firm Name: Allstate Tower, Inc.

Address: 232 Heilman Ave

City, State, Zip Code: Henderson, Ky 42420

Contact Person: Kevin Roth

FEIN #: 52 2407442

Phone: (270) 830-8512

Fax: (270) 830-8475

Mobile: (270) 831-3632

E-mail Address: kroth@pttg.com

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

Addendum No. 1, Dated 7-17-19

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

**VENDOR INFORMATION**

The Contract shall begin on September 9, 2019 and be in effect until October 25, 2019.

**TO BE COMPLETED BY VENDOR**

COMPANYNAME: Allstate Tower, Inc.

CONTACT PERSON: Kevin Roth

ADDRESS: 232 Heilman Ave

CITY, STATE, ZIP CODE: Henderson, KY 42420

TELEPHONE NUMBER: Office 270-830-8512 Mobile 270-831-3632

FACSIMILE NUMBER: 270-830-8475

E-MAIL ADDRESS Kroth@pttg.com

AUTHORIZED SIGNATURE: 

July 17, 2019

**ADDENDUM 1**

**Sealed Bid for;**

**2019 CITY OF DARIEN COMMUNICATION SOUTH TOWER PAINTING  
MUNICIPAL SERVICES FACILITY 1041 SOUTH FRONTAGE ROAD**

**Bid Date: AUGUST 8, 2019**

**Bid Time: 10:00 AM**

The following page shall be replaced

**29**

The revised and attached page shall be replaced for the above

**29a**

**This sheet Addendum 1 must be signed, dated and returned  
with the bid package.**

**I hereby am in receipt of the Addendum 1.**

  
\_\_\_\_\_  
Signature

8-5-19  
\_\_\_\_\_  
Dated

Allstate Tower, Inc.  
\_\_\_\_\_  
Company Name

**CITY OF DARIEN**

**CONTRACT**

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

**WITNESSETH**

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

**Lump sum pricing for the 2019 City of Darien Communication Tower**

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

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

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

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

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

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



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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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



**AGENDA MEMO**  
**Municipal Services Committee**  
**August 26, 2019**

**ISSUE STATEMENT**

A [resolution](#) accepting a proposal from Associated Technical Services Ltd (ATS) for the 2019 Water Leak Survey, in amount not to exceed \$12,109.50 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in the amount of \$420.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve.

**BACKGROUND/HISTORY**

The FY 19/2019 Budget includes \$16,000.00 for this year's Water Leak Survey Program. The leak survey program as proposed by Associated Technical Services Ltd (ATS) includes two phases consisting of surveying 473,616 lineal feet (89.7 lineal miles) of water main and the second phase includes the pinpointing of leaks found in the system. The proposed quote from ATS is structured in a fashion that the vendor is additionally motivated to find as many leaks as possible since the proposal is further driven on unit costs for pinpointing leaks. Based on leak detection results from previous years, ATS has located an average of 20 various leaks per year.

Should the City have 30 various leaks, (see [Attachment A](#), labeled as Competitive Quote Summary), the cost for the program would be based on the ATS proposal for a total expense of \$15,572.32. Staff does anticipate finding leaks, but the amount will not be known until the leak survey is completed. ATS has indicated they will not exceed \$12,109.50 should more than 30 various leaks be located, see [Attachment B](#).

City staff had solicited for competitive quotes and received five. Based on the detection phase, ATS is the lowest competitive quote. Funding for the Water Leak Maintenance Program would be expended from the following line item of the FY19/20 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 19/20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4326	N/A	LEAK LOCATING QUALITY CONTROL	\$16,000.00	\$9,472.32-\$12,109.50	\$6,527.68-\$3,890.50

**STAFF RECOMMENDATION**

Staff recommends a resolution accepting a proposal from Associated Technical Services Ltd (ATS) for the 2019 Water Leak Survey, in amount not to exceed \$12,109.50 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in the amount of \$420.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve. Associated Technical Services has provided very satisfactory services to the City of Darien in the past.

**ALTERNATE CONSIDERATION**

Not approving this proposal.

**DECISION MODE**

This item will be placed on the September 3, 2019 City Council agenda for formal consideration.

REQUEST FOR QUOTE 2019 WATER LEAK SURVEY PROGRAM  
 DEADLINE: AUGUST 13, 2019 @ 11a.m.

**2019 COST CENTER ANALYSIS**

Competitive Quote Summary					
Vendor	Cost	Package Price	Anticipated Leaks	Estimated Cost for Pinpoint of Leaks for Darien	Total Proposed Costs for City of Darien
<b>Associated Technical Services-Option B-Incentive-Based Proposal</b>	\$9,472.32	\$9,472.32			<b>\$9,472.32</b>
Location Phase-Per leak	0.02 per LF				\$9,472.32
Pinpoint Mainline or Service Line	\$420.00		10	\$4,200.00	\$4,200.00
Fire Hydrant/Main line valve	\$95.00		20	\$1,900.00	\$1,900.00
Sub Total Cost				\$6,100.00	\$6,100.00
<b>Associated Technical Services (ATS) Total Cost</b>					<b>\$15,572.32</b>
			N/A	N/A	N/A
<b>ADS Environmental Services</b>	\$12,109.50	\$12,109.50	N/A	N/A	N/A
<b>American Leak Detection</b>	\$21,960.00	\$21,960.00	N/A	N/A	N/A
<b>Eden Bros, LLC.</b>	\$13,990.00	\$13,990.00	N/A	N/A	N/A
<b>M.E. Simpson Company, Inc.</b>	\$17,495.00	\$17,495.00			
<b>Water Loss Ayatems, Inc.</b>	\$12,109.50	\$12,109.50			

Break Size: 1/16" x 180 Degrees of 360				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon-Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 3.32	16,644,000	\$ 55,258.08
4	81,400	\$ 3.32	29,711,000	\$ 98,640.52
6	136,800	\$ 3.32	49,932,000	\$ 165,774.24
8	182,400	\$ 3.32	66,576,000	\$ 221,032.32
10	228,100	\$ 3.32	83,256,000	\$ 276,411.58
12	273,700	\$ 3.32	99,900,500	\$ 331,669.66
16	364,900	\$ 3.32	133,188,500	\$ 442,185.82

Break Size: 1/16" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 3.32	33,251,500	\$ 110,394.98
4	182,500	\$ 3.32	66,612,500	\$ 221,153.50
6	273,600	\$ 3.32	99,864,000	\$ 331,548.48
8	364,800	\$ 3.32	133,152,000	\$ 442,064.64
10	456,200	\$ 3.32	166,513,000	\$ 552,823.16
12	547,400	\$ 3.32	199,801,000	\$ 663,339.32
16	729,900	\$ 3.32	266,413,500	\$ 884,492.82

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS	WHOLESALE COST
2018	10.40%	175,370	64,010,000	\$4.91	-\$314,289.10
2017	18.20%	389,810	142,281,000	\$ 4.85	-\$690,062.85
2016	14.40%	292,000	106,580,000	\$ 4.80	-\$511,584.00
**2015	14.80%	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.55%	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.18%	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.76%	89,232	32,569,669	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

\* A major leak was identified at Cass Ave and South Frontage Rd-accounting for the increase.  
 \*\*New standards implemented for calculations-First standard goal is to be under 12% water loss

## Regina Kokkinis

---

**From:** Marcie Kaplar <Marcie@ATSLimited.com>  
**Sent:** Tuesday, August 20, 2019 2:57 PM  
**To:** Dan Gombac; Ralph L Gross  
**Cc:** Regina Kokkinis; Ralph L. Gross; Kris Throm  
**Subject:** Re: 2019 Leak Detection Services

Dan I bill surveys don't worry about it. We will not go over agreed amount. Have a great rest of your day.

Get [Outlook for iOS](#)

---

**From:** Dan Gombac <dgombac@darienil.gov>  
**Sent:** Tuesday, August 20, 2019 11:50:48 AM  
**To:** Ralph L Gross <ralphgross@aol.com>  
**Cc:** Regina Kokkinis <rkokkinis@darienil.gov>; Marcie Kaplar <Marcie@ATSLimited.com>; Ralph L. Gross <Ralph@ATSLimited.com>; Kris Throm <kthrom@darienil.gov>  
**Subject:** RE: 2019 Leak Detection Services

Ralph

Clarification, we will not exceed the \$12,109, regardless the no of leaks? Your 2<sup>nd</sup> sentence below is a bit confusing.

Thanks.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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**From:** RalphLGross <ralphgross@aol.com>  
**Sent:** Tuesday, August 20, 2019 11:46 AM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Cc:** Regina Kokkinis <rkokkinis@darienil.gov>; Marcie Kaplar <Marcie@atslimited.com>; ralph@ATSLIMITED.com; Kris Throm <kthrom@darienil.gov>  
**Subject:** Re: 2019 Leak Detection Services

Hello Kris.

We are willing agree to that "not to exceed" price.

As noted in my proposal, we would not exceed our agreed upon cost without supplemental authorization in writing by the City so you're covered.

Ralph L. Gross  
Vice President  
Associated Technical Services Ltd.  
Mobile: (630) 935-3435  
Email: [RalphLGross@gmail.com](mailto:RalphLGross@gmail.com)

Sent from my mobile phone. Typos are possible. Feel free to contact me if you have any questions.

On Aug 20, 2019, at 10:57 AM, Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)> wrote:

As an FYI we will revise page 3 of 14, Total Cost not to exceed \$12,109.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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News.html](http://www.darien.il.us/Departments/Administration/CityNews.html)

---

**From:** Dan Gombac  
**Sent:** Thursday, August 15, 2019 9:34 AM  
**To:** 'Marcie Kaplar' <[Marcie@ATSLimited.com](mailto:Marcie@ATSLimited.com)>  
**Cc:** Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>; Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)>  
**Subject:** RE: 2019 Leak Detection Services

Thank you Marcie. Ralph has not gotten back to me.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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News.html](http://www.darien.il.us/Departments/Administration/CityNews.html)

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**From:** Marcie Kaplar <[Marcie@ATSLimited.com](mailto:Marcie@ATSLimited.com)>  
**Sent:** Thursday, August 15, 2019 7:46 AM  
**To:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Subject:** Re: 2019 Leak Detection Services

I will take care of this for you unless Ralph has already gotten back to you on this. Let me know please.

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---

**From:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Sent:** Tuesday, August 13, 2019 9:41:14 AM  
**To:** Marcie Kaplar <[Marcie@ATSLimited.com](mailto:Marcie@ATSLimited.com)>; Ralph L. Gross <[Ralph@ATSLimited.com](mailto:Ralph@ATSLimited.com)>; Kris Throm <[kthrom@darienil.gov](mailto:kthrom@darienil.gov)>  
**Cc:** Dennis Cable <[dcable@darienil.gov](mailto:dcable@darienil.gov)>; Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>  
**Subject:** 2019 Leak Detection Services

Ralph OR Marcie,

Please see the attached bid tally for the 2019 Leak Locating Services. Based on the bid review ATS would be the awarded vendor. Based on a hypothetical of an average amount of leaks ATS would not be the lowest competitive bid. Will ATS be willing not to exceed a total of \$12,109.50 and pinpoint all the leaks as identified?

Kris,

Please complete yellow highlight section and double check current wholesale cost.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

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News.html](http://www.darien.il.us/Departments/Administration/CityNews.html)**

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM ASSOCIATED TECHNICAL SERVICES LTD (ATS) FOR THE 2019 WATER LEAK SURVEY, IN AMOUNT NOT TO EXCEED \$12,109.50 FOR THE LEAK DETECTION PHASE AND A PER UNIT COST FOR THE LEAK LOCATION PHASE IN THE AMOUNT OF \$420.00 PER MAINLINE OR SERVICE LEAK, AND \$95.00 PER FIRE HYDRANT LEAK OR MAINLINE VALVE.**

**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 proposal from Associated Technical Services Ltd (ATS) for the 2019 Water Leak Survey, in amount not to exceed \$12,109.50 for the Leak Detection Phase and a per unit cost for the Leak Location Phase in the amount of \$420.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve. 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 3<sup>rd</sup> day of September, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 3<sup>rd</sup> day of September, 2019.

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

ATTEST:

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

APPROVED AS TO FORM

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



**CITY OF DARIEN & THE COUNTY OF DUPAGE-SERF SYSTEM  
2019 WATER LEAK SURVEY PROGRAM**

To Whom It May Concern:

The **City of Darien** is currently seeking quotes for the 2019 Leak Survey Program. The survey will incorporate the following items:

**City of Darien**

- 473,616 Lineal Feet of Various Water Main
- 1,435 Fire Hydrants with Valves
- 451 Main Line Valves in Boxes
- 983 Main Line Valves in Valve Vaults

Total Cost for the City of Darien \$ Please see attached proposal for detailed price information

The 2019 Leak Survey Program will be scheduled for commencement on **October 7, 2019** and will be completed by **December 20, 2019**. Water main atlases shall be forwarded to the awarded vendor. The basis of award shall be based on the total sum. Upon completion of the survey program 2 detailed reports containing a summary and findings shall be submitted to the City of Darien. The billing shall be directed as follows:

City of Darien  
c/o Municipal Services  
1702 Plainfield Road  
Darien, IL 60561

Contact Person – Dennis Cable, Municipal Services Water Foreman 630-417-5146 or via e-mail at [dcable@darienil.gov](mailto:dcable@darienil.gov)

The vendor is required to complete the following information:

COMPANY NAME: Associated Technical Services Ltd Attn: Ralph L Gross, Vice President

ADDRESS: 524 W. St. Charles Road, Villa Park, IL 60181

TELEPHONE: 630.935.3435 cell/ 630.834.1558 ofc FAX: 630.834.5501

E-MAIL ADDRESS: RalphLGross@gmail.com; Ralph@ATSLimited.com

AUTHORIZED SIGNATURE: Ralph L. Gross, Vice President

Quotes may be sent via facsimile to the City of Darien (630) 852-4709, Attn: Regina Kokkinis or email at [rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov) AND by no later than August 13, 2019 11:00 AM, followed by a mailed original. Should you have any other questions regarding the project, please contact the Municipal Services Department at (630) 353-8105.

City of Darien 1702 Plainfield Road Darien, IL 60561

Office: 630-852-5000 Fax: 630-852-4709 [www.darienil.us](http://www.darienil.us)



**ATS All-Inclusive and Incentive-Based Comprehensive Leak Survey Programs**

The **ATS Comprehensive Leak Surveys** are the most thorough and successful leak survey programs in the business on two fronts – **Superior results and Superior Accuracy**.

**All-Inclusive Based Pricing** – The cost of the survey is locked in regardless of how many leaks exist in the system. It's a good choice for those who suspect many leaks and need their total cost locked in.

**Incentive-Based Pricing** gives the City the most flexibility and the opportunity to save money if the water system turns out to be tighter than expected. The City still wins if it ends up that your water system contains many leaks because you won't spend an extra dollar without getting an accurate leak location in return. Since there are no fee guarantees for beyond the detection phase, there is obvious incentive for **ATS** to find as many leaks as possible for you.

**ESTIMATE OF COST – ATS COMPREHENSIVE LEAK SURVEY PROGRAM**

**Leak Survey Project Area** – The entire water distribution system that serves the City of Darien. Every mainline valve and fire hydrant will be located and ultrasonically surveyed for leak sounds. For purposes of developing this estimate of cost, we have used the City's estimate of **89.7** lineal miles of water main (**473,616** lineal feet) as the total amount of water main owned by the City.

**Monitored System Appurtenances will include:**

- Every Fire Hydrant (± 1,435)
- Every accessible Fire Hydrant Auxiliary Valve (± 1,435)
- Every accessible Main Line Valve (± 1,500 valves in boxes and vaults)
- ± 175 strategically located Customer Service Line Curb Stops (aka B-Boxes)
- Approximately ± 4,450 potential points will be ultrasonically surveyed for leak sounds

**ESTIMATE OF COST: Choose the option that suits you best**

**Option A: All-Inclusive Proposal** – All detection and pinpointing costs are included.

Detection & Location Phases:

473,616 per lineal feet of water main @ \$ 0.035 per LF = \$ 16,500.00

**Option B: Incentive-Based Proposal** – Only pay for the leaks you actually have.

**Detection Phase:** 473,616 per lineal feet of water main @ \$ 0.02 per LF = \$ 9,472.32

**Location Phase:** \$ 420.00 for Every Pinpointed Main Line and Service Line Leak.

\$ 95.00 for Every Fire Hydrant Leak and Main Line Valve Leak.

**Total Cost:** Not to exceed \$16,500 without supplemental authorization from the City.

*Negotiated  
See ATT. Email  
08/13/19  
12,109.50*

**Survey Completion Time:** On or before December 20, 2019. We estimate the **Detection Phase** of the survey can be completed in approximately 20 workdays. The duration of the **Location Phase** will depend upon the number of suspect leak sites to investigate and actual number, type and location of those pinpointed leaks. Based upon our past experiences, another 5-7 workdays for pinpointing is possible

**Additional Callout Savings: Discounted Leak Pinpointing for Survey Clients** - While your leak survey is underway any leak or utility location callout, that can be scheduled while we are in town or the next weekday during normal work hours, will be discounted to the \$ 420.00 leak survey rate. This discount represents a savings of at least \$ 250.00 per callout or more from our normal callout charges with round trip mileage. After-hour, Emergency, Holiday and Weekend service calls are charged per our normal basic schedule of prices which we have previously submitted to the City.



**AGENDA MEMO**  
**Municipal Services Committee**  
**August 26, 2019**

**ISSUE STATEMENT**

A [resolution](#) accepting a proposal from Tria Architecture, Inc. for the Professional Design Services for the Public Works Facility located at 1041 South Frontage Road in an amount not to exceed \$23,850.

**BACKGROUND/HISTORY**

The proposed existing Public Works Garage located at 1041 South Frontage Road is approximately 10,000 square foot building with 2,500 square feet of office space. The building was built in the mid 1980's as metal building with a brick faced fronting Frontage Road. Currently the building is showing signs of deficiencies as follows:

- ❖ Support Poles-Critical Elements Repaired
- ❖ Roof - The roof system is obsolete and requires replacement
- ❖ Locker Rooms - No current facility
- ❖ Bathroom Facilities-Non ADA compliant
- ❖ Garage Doors – Replaced or repaired
- ❖ HVAC - Units are approaching their useful life-Current system undersized and units are rare ranging 15 years in age-Units are currently being replaced upon failure
- ❖ Glazing - Existing glazing is single pane-non energy efficient
- ❖ Fuel Pump Island - Upgraded
- ❖ Storage for vehicles and dry inventory is currently being utilized outside of the garage area.

A space allocation study was completed in August of 2001. The space allocation study was then referred to as the Joint Use Facility. Due to economic factors, the project was tabled. The proposed study will review the existing building conditions, inventory of the fleet, dry goods, and to determine the required renovation/remodeling space needs for the Public Works Street and Water Department. The proposal called out for the existing facility to be updated and expanded, including bringing the building into compliance with the A.D.A. The expansion concept includes adding up to 10 bays; see attached aerial, labeled as [Attachment 1](#), new roof system, freestanding bay area, locker rooms, HVAC System, plan storage, office reconfiguration, automated truck wash bay, mechanic space reconfiguration, lift systems and general space allocation.

Staff had solicited for competitive proposals and received one non-responsive proposal on August 15, 2019. Tria Architecture, Inc. had submitted all the required documents with the exception of the pricing. The price schedule was left as, “To Be Determined”, thereby submitting no price.

Since Tria Architecture, Inc was the only firm that met the qualified requirements for the professional design services, with the exception of the total project cost, Staff requested a meeting with their representative at the Public Works Facility and to provide a proposal for the requested scope of services.

Professional Services Municipal Services Facility

August 26, 2019

Page 2

Attached and labeled, as [Attachment 2](#), pages 1-5 is the proposal for the professional services for the project.

Tria Architecture, Inc. will provide the following services:

- ❖ Space Needs Analysis-Existing Municipal Services Vehicles and Equipment
- ❖ Facility Assessment-Review of Existing Municipal Services Facility Operations
- ❖ Schematic Design Services Renderings

The 2019/20 Budget calls out for the funding for the Professional Design Services from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19/20 BUDGET	PROPOSED EXPENDITURE
01-30-4223	MAINTENANCE BUILDING-PW BUILDING DESIGN	\$ 12,500	\$ 11,925
02-50-4223	MAINTENANCE BUILDING-PW BUILDING DESIGN	\$ 12,500	\$ 11,925
TOTALS		\$ 25,000	\$ 23,850

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends a resolution accepting a proposal from Tria Architecture, Inc for the Professional Design Services for the Public Works Facility located at 1041 South Frontage Road in an amount not to exceed \$23,850.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the September 3, 2019 City Council agenda for formal approval.









August 20, 2019

**VIA Hand Delivery**

(5) Page(s) Inclusive

Mr. Daniel Gombac, Director of Municipal Services  
1702 Plainfield Road  
Darien, IL 60561

Re: City of Darien – Public Works Facility  
**Proposal for Professional Services**

Dear Mr. Gombac:

It was a pleasure talking with you about your Public Works Renovation project. We thank you for the opportunity to work with you. We have reviewed the project and understand the scope of services. We feel that our experience in similar projects will blend in perfectly with this project. We have described our scope of services below.

**PROJECT UNDERSTANDING:**

I. Tria Architecture (Tria) will complete all Space Needs Analysis, Facility Assessment and Schematic Design Services for you (Owner), as described herein. This proposal is based on the following key components:

A. Tria will analyze the current and future needs of your Public Works facility (approx. 9,600 s.f.) located at 1041 South Frontage Road, based on your Request for Proposal issued on July 17, 2019.

1. This includes the analysis of the existing Public Works vehicle and equipment space needs.

**SPACE NEEDS ANALYSIS SERVICES:**

- I. The Owner shall provide the following existing information to Tria:
  - A. An electronic (AutoCAD) copy of the existing facilities (also showing all utility locations, M.E.P.FP. equipment details and sizes).
    1. All building covenants, rules and regulations regarding our scope of services are to be provided to Tria prior to the start of services.
  - B. An electronic (AutoCAD) copy of the Plat of Survey of the existing and proposed properties (also showing all utility locations and sizes).
    1. All site restraints such as deed restrictions and covenants, if any, are to be provided to Tria prior to the start of services.
- II. Tria will complete a Space Needs Inventory and Analysis of the existing Public Works facilities including:
  - A. Meet with key personnel to discuss any space or adjacency concerns.
  - B. Perform field documentation of all relevant existing conditions.
  - C. The assessment is to include review of existing information available from the Owner such as:
    1. Inventory of all vehicles and equipment, including overall sizes and wheel

**TRIA ARCHITECTURE**

West Suburban Office: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527

South Suburban Office: 1820 Ridge Road, Suite 209, Homewood, Illinois 60430

Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304

Company Main: 630.455.4500 Fax: 630.455.4040

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

INIT.

- base dimensions for the larger equipment.
- 2. List of future vehicles and equipment, including overall sizes and wheel base dimensions for the larger equipment.
- 3. List of future services to be provided in the new facility.
- D. Assess staffing space and location needs
- E. Evaluate the physical location of all Public Works facility sites with regard to their current and potential best use, and recommend options for relocation if necessary.
- F. Evaluate the physical condition of current facilities, including building safety and security features.
- G. No other assessments will be provided as part of this proposal.
- H. All assessments are based on visual reviews of existing conditions and do not include any destructive or other form of testing.
- III. Tria will complete a space needs analysis report of our findings including:
  - A. Space requirements and adjacency diagrams based on staff interviews.
  - B. Identification of potential issues or deficiencies.
- IV. Attendance at up to one (1) site investigation/ staff survey meeting and one (1) Owner meetings are included in this proposal.
  - A. Because of the undetermined length and amount of additional meetings the Owner may request, Tria will prepare any presentation materials required and attend any other meetings requested by the Owner, on a Time-and-Material basis above and beyond this proposal, including travel.

**FACILITY ASSESSMENT SERVICES:**

- I. The Facility Assessment will include, but not be limited to the following:
  - A. Meet with key personnel to discuss any operational concerns
  - B. Review of building envelope including exterior walls, windows and roofing.
  - C. Document any observed issues or deficiencies.
  - D. All assessments are based on visual reviews of existing conditions and do not include any destructive or other form of testing.
  - E. This Facility Assessment Report will include:
    - 1. Identification of potential issues or deficiencies.
    - 2. List of basic recommendations to correct the major identified issues or deficiencies.
    - 3. Construction cost estimates for each item.
    - 4. Generic life cycle analysis of applicable items.
    - 5. Prioritization of all items into a multi-year plan.

**SCHEMATIC DESIGN PHASE:**

- I. Tria will meet with the Owner to determine up to two (2) schematic design space plans for the new design based on the Owner's program requirements. We will provide one (1) round of design revisions before proceeding to Design Development and Construction Documentation (under separate contract). This will include:
  - A. Meet with the Owner to discuss any program, site or space restrictions and regulations.

**TRIA ARCHITECTURE**

**West Suburban Office:** 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527  
**South Suburban Office:** 1820 Ridge Road, Suite 209, Homewood, Illinois 60430  
**Indiana Office:** 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304  
Company Main: 630.455.4500 Fax: 630.455.4040

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

INIT.

- B. Analyze building options for the Owner including size, height, massing and location.
- C. Analyze site options for the Owner including building location, traffic patterns and pedestrian access.
- II. No Mechanical, Electrical, Plumbing, Fire Protection, Structural (M.E.P.FP.S.) design services are included during this phase.
  - 1. The Owner's civil engineer will provide a site development estimate for incorporation into the main estimate.
- III. Tria will perform an architectural code review as applicable to this project.
  - A. Tria will complete a site analysis of this site. This analysis will include preliminary Local and State code reviews of site setbacks, height restrictions and allowable square footage.
  - B. Tria will design the site to accommodate the new addition(s).
- IV. Tria will design up to two (2) schematic design space plans and building elevations for the new designs based on the Owner's program requirements. We will provide one (1) round of design revisions to finalize the schematic design.
  - A. All additional designs or design modifications requested by the Owner or Authorities Having Jurisdiction will be completed on a Time and Material basis above and beyond this proposal, including travel.
- V. The final Schematic Design will be used to create a series of 3D renderings (3-4 images) with preliminary material designations.
- VI. A Schematic Design estimate of construction cost will be provided for the final Schematic Design option.
- VII. Attendance at up to two (2) Owner design meetings is included in this phase.
  - A. Because of the undetermined length and amount of additional meetings the Owner may request, Tria will prepare any presentation materials required and attend any other meetings requested by the Owner, on a Time-and-Material basis above and beyond this proposal, including travel.

**DESIGN DEVELOPMENT and CONSTRUCTION DOCUMENTATION PHASES:**

- I. Not Applicable

**BIDDING PHASE:**

- I. Not Applicable

**CONSTRUCTION OBSERVATION PHASE:**

- I. Not Applicable

This proposal references and includes the AIA Document B101 (2007 edition) - Standard Form of Agreement Between Owner and Architect, Articles five, six, seven, eight (with the litigation option for section 8.2.4), nine and ten inclusive.

As discussed, our goal is not just to complete this project, but also to build a relationship with you so that we may fill any future design needs of yours. Please review this proposal and don't hesitate to contact me if you have any questions or require any additional information. **If this proposal is acceptable, please execute all of the**

**TRIA ARCHITECTURE**

**West Suburban Office:** 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527  
**South Suburban Office:** 1820 Ridge Road, Suite 209, Homewood, Illinois 60430  
**Indiana Office:** 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304  
Company Main: 630.455.4500 Fax: 630.455.4040

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

INIT.

**yellow highlighted areas and send the entire proposal back to our office.** Tria Architecture and I look forward to your direction and working with you and your associates.

## FEE SCHEDULE

**BASE BID PROPOSAL:** Architectural Building Documentation as described above for a Lump Sum Fee of **\$23,850.00.**

### 2019 HOURLY RATES

**(For work above and beyond our scope of services listed above):**

Principal Architect	\$195.00
Associate Architect	\$165.00
Architectural Associate	\$155.00
Senior Staff Architect / Senior Interior Designer	\$145.00
Staff Architect II / Interior Designer II	\$135.00
Staff Architect I / Interior Designer I	\$125.00
Architectural Staff	\$110.00
Graphic Designer	\$110.00
Architectural Intern / Interiors Intern	\$105.00
Administrative Assistant	\$85.00

Approved by (Sign / Print): \_\_\_\_\_

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

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

Sincerely,



**TRIA ARCHITECTURE, INC.**

Thomas R. Szurgot, AIA, LEED AP  
Principal Architect

TRS/rm

Attachments: None

File Name: MRK.PRP.082019.DarienPW.Renovation.SD.docx

## **TRIA ARCHITECTURE**

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- I. If Tria Architecture, Inc. is requested to perform any onsite visits during construction, the Owner or Contractor will obtain General Liability Insurance during construction and name Tria Architecture, Inc. as additional insured.
- II. The Owner will be responsible for all material, printing and distribution costs of progress printings, presentations, office drawings and bid documents. These will be provided through Tria Architecture, Inc. as a reimbursable expense.
- III. Tria Architecture, Inc. shall not be liable or responsible for the quality of materials, equipment and fixtures used, nor the quality of workmanship on the project.
- IV. The Owner will provide proportional monthly progress payments throughout the project and final payment upon completion of Tria Architecture's services for that phase.
- V. If any payment is not paid by the Owner when due, the unpaid balance shall accrue interest at one and one-half percent (1.5%), or the maximum legal rate, per month until paid.
- VI. Tria Architecture, Inc. reserves the right to cease all services until prompt payment of all outstanding invoices. In the event any portion of an account remains unpaid 120 days after the billing, Tria Architecture, Inc. may institute collection action and the Owner shall pay all costs of collection, including reasonable attorney fees.
- VII. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Owner, and payment is due regardless of suspension or termination of this agreement by either party. Time allotted for permit revisions are deemed inconsequential to the whole project, therefore no portion of the fee will be credited if the project does not go through the permit process.
- VIII. This proposal is valid for a period of 45 days. After that period, Tria Architecture, Inc. will provide a revised proposal for any services.
- IX. If the services covered by this proposal have not been completed within 6 months of the date hereof through no fault of Tria Architecture, Inc., the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.
- X. All designs are the property of Tria Architecture, Inc. and are not to be used for any project without the expressed written consent of Tria Architecture. The Owner will allow Tria Architecture, Inc. full access to the site and project to be photographed for use in marketing material. The Owner will provide a copy of the final approved permit set to Tria Architecture, Inc.
- XI. To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement, the total liability, in the aggregate, of Tria Architecture, Inc. and Tria Architecture, Inc.'s officers, directors, partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or Agreement from any cause or causes, including, but not limited to the negligence, professional errors and omissions, strict liability, breach of contract or warranty, expressed or implied, of Tria Architecture, Inc. and Tria Architecture, Inc.'s officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the amount of Tria Architecture's fee received for this project.
- XII. The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with AIA B101 (2007 edition) - Article 9.
- XIII. Hourly rates are subject to change at the beginning of every calendar year.
- XIV. Tria Architecture, Inc. reserves the right to renegotiate the fee should changes in the scope of services occur.
- XV. All reimbursables will be forwarded with a 1.1 multiplier factor.
- XVI. All additional services will proceed only on a verbal or written "as directed" basis from the Owner.
- XVII. Tria Architecture will not be held responsible for identifying and/or investigating any existing hazardous conditions or materials on site.

**(Initial) The Terms and Conditions have each been individually read and agreed upon.**

**TRIA ARCHITECTURE**

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INIT. 



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

**A RESOLUTION ACCEPTING A PROPOSAL FROM TRIA ARCHITECTURE, INC.  
FOR THE PROFESSIONAL DESIGN SERVICES FOR THE PUBLIC WORKS  
FACILITY LOCATED AT 1041 SOUTH FRONTAGE ROAD IN AN AMOUNT NOT TO  
EXCEED \$23,850.**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a proposal from Tria Architecture, Inc for the Professional Design Services for the Public Works Facility located at 1041 South Frontage Road in an amount not to exceed \$23,850, 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 3<sup>rd</sup> day of September, 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 3<sup>rd</sup> day of September, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM

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



August 20, 2019

**VIA Hand Delivery**

(5) Page(s) Inclusive

Mr. Daniel Gombac, Director of Municipal Services  
1702 Plainfield Road  
Darien, IL 60561

Re: City of Darien – Public Works Facility  
**Proposal for Professional Services**

Dear Mr. Gombac:

It was a pleasure talking with you about your Public Works Renovation project. We thank you for the opportunity to work with you. We have reviewed the project and understand the scope of services. We feel that our experience in similar projects will blend in perfectly with this project. We have described our scope of services below.

**PROJECT UNDERSTANDING:**

I. Tria Architecture (Tria) will complete all Space Needs Analysis, Facility Assessment and Schematic Design Services for you (Owner), as described herein. This proposal is based on the following key components:

A. Tria will analyze the current and future needs of your Public Works facility (approx. 9,600 s.f.) located at 1041 South Frontage Road, based on your Request for Proposal issued on July 17, 2019.

1. This includes the analysis of the existing Public Works vehicle and equipment space needs.

**SPACE NEEDS ANALYSIS SERVICES:**

- I. The Owner shall provide the following existing information to Tria:
  - A. An electronic (AutoCAD) copy of the existing facilities (also showing all utility locations, M.E.P.FP. equipment details and sizes).
    1. All building covenants, rules and regulations regarding our scope of services are to be provided to Tria prior to the start of services.
  - B. An electronic (AutoCAD) copy of the Plat of Survey of the existing and proposed properties (also showing all utility locations and sizes).
    1. All site restraints such as deed restrictions and covenants, if any, are to be provided to Tria prior to the start of services.
- II. Tria will complete a Space Needs Inventory and Analysis of the existing Public Works facilities including:
  - A. Meet with key personnel to discuss any space or adjacency concerns.
  - B. Perform field documentation of all relevant existing conditions.
  - C. The assessment is to include review of existing information available from the Owner such as:
    1. Inventory of all vehicles and equipment, including overall sizes and wheel

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- base dimensions for the larger equipment.
- 2. List of future vehicles and equipment, including overall sizes and wheel base dimensions for the larger equipment.
- 3. List of future services to be provided in the new facility.
- D. Assess staffing space and location needs
- E. Evaluate the physical location of all Public Works facility sites with regard to their current and potential best use, and recommend options for relocation if necessary.
- F. Evaluate the physical condition of current facilities, including building safety and security features.
- G. No other assessments will be provided as part of this proposal.
- H. All assessments are based on visual reviews of existing conditions and do not include any destructive or other form of testing.
- III. Tria will complete a space needs analysis report of our findings including:
  - A. Space requirements and adjacency diagrams based on staff interviews.
  - B. Identification of potential issues or deficiencies.
- IV. Attendance at up to one (1) site investigation/ staff survey meeting and one (1) Owner meetings are included in this proposal.
  - A. Because of the undetermined length and amount of additional meetings the Owner may request, Tria will prepare any presentation materials required and attend any other meetings requested by the Owner, on a Time-and-Material basis above and beyond this proposal, including travel.

**FACILITY ASSESSMENT SERVICES:**

- I. The Facility Assessment will include, but not be limited to the following:
  - A. Meet with key personnel to discuss any operational concerns
  - B. Review of building envelope including exterior walls, windows and roofing.
  - C. Document any observed issues or deficiencies.
  - D. All assessments are based on visual reviews of existing conditions and do not include any destructive or other form of testing.
  - E. This Facility Assessment Report will include:
    - 1. Identification of potential issues or deficiencies.
    - 2. List of basic recommendations to correct the major identified issues or deficiencies.
    - 3. Construction cost estimates for each item.
    - 4. Generic life cycle analysis of applicable items.
    - 5. Prioritization of all items into a multi-year plan.

**SCHEMATIC DESIGN PHASE:**

- I. Tria will meet with the Owner to determine up to two (2) schematic design space plans for the new design based on the Owner's program requirements. We will provide one (1) round of design revisions before proceeding to Design Development and Construction Documentation (under separate contract). This will include:
  - A. Meet with the Owner to discuss any program, site or space restrictions and regulations.

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- B. Analyze building options for the Owner including size, height, massing and location.
- C. Analyze site options for the Owner including building location, traffic patterns and pedestrian access.
- II. No Mechanical, Electrical, Plumbing, Fire Protection, Structural (M.E.P.FP.S.) design services are included during this phase.
  - 1. The Owner’s civil engineer will provide a site development estimate for incorporation into the main estimate.
- III. Tria will perform an architectural code review as applicable to this project.
  - A. Tria will complete a site analysis of this site. This analysis will include preliminary Local and State code reviews of site setbacks, height restrictions and allowable square footage.
  - B. Tria will design the site to accommodate the new addition(s).
- IV. Tria will design up to two (2) schematic design space plans and building elevations for the new designs based on the Owner’s program requirements. We will provide one (1) round of design revisions to finalize the schematic design.
  - A. All additional designs or design modifications requested by the Owner or Authorities Having Jurisdiction will be completed on a Time and Material basis above and beyond this proposal, including travel.
- V. The final Schematic Design will be used to create a series of 3D renderings (3-4 images) with preliminary material designations.
- VI. A Schematic Design estimate of construction cost will be provided for the final Schematic Design option.
- VII. Attendance at up to two (2) Owner design meetings is included in this phase.
  - A. Because of the undetermined length and amount of additional meetings the Owner may request, Tria will prepare any presentation materials required and attend any other meetings requested by the Owner, on a Time-and-Material basis above and beyond this proposal, including travel.

**DESIGN DEVELOPMENT and CONSTRUCTION DOCUMENTATION PHASES:**

- I. Not Applicable

**BIDDING PHASE:**

- I. Not Applicable

**CONSTRUCTION OBSERVATION PHASE:**

- I. Not Applicable

This proposal references and includes the AIA Document B101 (2007 edition) - Standard Form of Agreement Between Owner and Architect, Articles five, six, seven, eight (with the litigation option for section 8.2.4), nine and ten inclusive.

As discussed, our goal is not just to complete this project, but also to build a relationship with you so that we may fill any future design needs of yours. Please review this proposal and don't hesitate to contact me if you have any questions or require any additional information. **If this proposal is acceptable, please execute all of the**

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Approved by (Sign / Print): \_\_\_\_\_

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

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

Sincerely,



**TRIA ARCHITECTURE, INC.**

Thomas R. Szurgot, AIA, LEED AP  
Principal Architect

TRS/rm

Attachments: None

File Name: MRK.PRP.082019.DarienPW.Renovation.SD.docx

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**AGENDA Memo**  
**Municipal Services Committee**  
**August 26, 2019**

**Issue Statement**

Approval of a [resolution](#) rejecting all bids, waiving the competitive bid process, and accepting a proposal from Kenny Construction Company in an amount not to exceed \$692,560 for the Seminole 72-inch Storm Sewer Lining Project - Seminole Dr. and Plainfield Rd. - under McDonald's Parking lot, east to 801 Plainfield Rd and a contingency in the amount of \$125,000 for unforeseen excavations and spot repairs due to potential conflicts. The total expenditure request would be not to exceed \$817,560.

**Background/History**

The FYE 20 budget includes funds to reline the existing 72-inch storm sewer under the existing driveway fronting the office complex at 809 Plainfield Road and parking lot of McDonalds at 805 Plainfield Road, see attached aerial labeled as [Attachment A](#). The existing conditions also identify blind connections from the parking lot storm sewer structures. The pipe traverses Plainfield Road and Seminole Drive.

On or about, October 25, 2017 a sink hole was identified in the southern parking lot of 801 Plainfield Road. It was determined that the sink hole was due to a storm sewer system that conveys storm water from Cass Ave, 67th Street and Clarendon Hills Road through two 72-inch pipes. The pipe route traverses through private parking lots/properties and are located within an easement.

The storm sewer infrastructure is a critical component for the conveyance of storm water from the limits described above. To date the Staff has field identified the following:

1. There are two 72-inch diameter pipes
2. The depth of the pipes is approximately 14 feet
3. The bottom of one of the two pipes is completely disintegrated
4. Documentation, including video is on file depicting deterioration of the existing pipes.  
 Note: Cameras were limited in televising due to the lack of inspection points/manholes and the cameras was limited to video due to deteriorated bottom of the pipe.

On August 15, 2019, 10:30 a.m., two (2) bids were received and read aloud at the City of Darien, see [Attachment B](#), labeled as Bid Tally. The bid award was based on upon a **Base** bid, which included Items 1-6, including relining of 450 lineal feet of the 72-inch culvert metal pipe.

The **Base** bid summary is as follows:

Kenny Construction Company	\$443,210.00	450 L/F 72-Inch Pipe	\$386,550.00	\$859 LF
<b>Visu - Sewer of Illinois, LLC.</b>	<b>\$374,300.00</b>	450 L/F 72-Inch Pipe	\$348,750.00	\$775 LF

**Per the bid specifications, Visu – Sewer of Illinois, LLC. would be lowest responsive bidder.**

The contract called out for an Option, that included Items 1-5A, including relining both 72-inch culvert metal pipes, for a total of 900 lineal feet.

The **Option** bid summary is as follows:

<b>Kenny Construction Company</b>	<b>\$692,560.00</b>	900 L/F 72-Inch Pipe	\$639,900.00	\$711 LF
Visu - Sewer of Illinois, LLC.	\$696,950.00	900 L/F 72-Inch Pipe	\$671,400.00	\$746 LF

Typically, the lowest base bid vendor would be the lowest responsive bidder for options. In this case the opposite has occurred and due to irregularities Staff is recommending rejecting all bids, waiving the competitive bid process and accepting a proposal from Kenny Construction Company.

Staff is also requesting a contingency in the amount of \$125,000 due to unforeseen excavations that may be required. While Staff is confident that the relining will be successful, there are blind connections from the parking lots storm sewer structures that may require reconstruction. Prior to the lining process, a thorough walkthrough of the pipe will be completed to identify areas of concern.

Funding for one 72-inch culvert metal relining was included in this year’s budget. Funding for the second 72 inch is included within the three-year budget and is scheduled for relining next year. Staff is requesting to complete the relining of both pipes this year due to an economy of scale, resulting in a savings.

Funds for the storm water project would be expended from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19/20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4376	Capital - Storm Water Projects Seminole Manhole Rehabilitation	\$500,00.00	\$860,5000	(\$360,500)

**Staff Recommendation**

Staff recommends approval of the resolution.

**Alternate Consideration**

As directed by the Municipal Services Committee.

**Decision Mode**

This item will be placed on the September 3, 2019 City Council Meeting for formal consideration.





72" STORM SEWER  
WITHIN EASEMENT

SEALED BID-City of Darien Storm Sewer Lining  
 OPENING DATE/TIME: August 15, 2019 10:30 a.m.  
 City Hall Conference Room 1702 Plainfield Rd

**2019 STORM SEWER LINING**

Addendum 1						Kenny Construction Company		Addendum 2						Kenny Constructor Company	
Visu-Sewer of Illinois, LLC						Addendum 1		Visu-Sewer of Illinois, LLC						Addendum 2	
ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CURED IN PLACE PIPE - 10"	LF	20	\$ 130.00	\$ 2,600.00	\$ 615.00	\$ 12,300.00	1	CURED IN PLACE PIPE - 10"	LF	20	\$ 130.00	\$ 2,600.00	\$ 570.00	\$ 11,400.00
2	CURED IN PLACE PIPE - 12"	LF	20	\$ 135.00	\$ 2,700.00	\$ 626.00	\$ 12,520.00	2	CURED IN PLACE PIPE - 12"	LF	20	\$ 135.00	\$ 2,700.00	\$ 580.00	\$ 11,600.00
3	CURED IN PLACE PIPE - 18"	LF	20	\$ 175.00	\$ 3,500.00	\$ 657.00	\$ 13,140.00	3	CURED IN PLACE PIPE - 18"	LF	20	\$ 175.00	\$ 3,500.00	\$ 608.00	\$ 12,160.00
4	CURED IN PLACE PIPE - 24"	LF	50	\$ 260.00	\$ 13,000.00	\$ 359.00	\$ 17,950.00	4	CURED IN PLACE PIPE - 24"	LF	50	\$ 260.00	\$ 13,000.00	\$ 335.00	\$ 16,750.00
5	CURED IN PLACE PIPE - 72"	LF	450	\$ 775.00	\$ 348,750.00	\$ 859.00	\$ 386,550.00								
6	PROTRUDING ROOT REMOVAL	LF	50	\$ 75.00	\$ 3,750.00	\$ 15.00	\$ 750.00	5	PROTRUDING ROOT REMOVAL	LF	50	\$ 75.00	\$ 3,750.00	\$ 15.00	\$ 750.00
								5A	OPTION CURED IN PLACE PIPE - 72"	LF	900	\$ 746.00	\$ 671,400.00	\$ 711.00	\$ 639,900.00
<b>TOTAL</b>			<b>TOTAL LINES</b>		<b>\$ 374,300.00</b>		<b>\$ 443,210.00</b>	<b>TOTAL</b>			<b>TOTAL LINES</b>		<b>\$ 696,950.00</b>		<b>\$ 692,560.00</b>

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

**A RESOLUTION REJECTING ALL BIDS, WAIVING THE COMPETITIVE BID PROCESS, AND ACCEPTING A PROPOSAL FROM KENNY CONSTRUCTION COMPANY IN AN AMOUNT NOT TO EXCEED \$692,560 FOR THE SEMINOLE 72-INCH STORM SEWER LINING PROJECT - SEMINOLE DR. AND PLAINFIELD RD. - UNDER MCDONALD’S PARKING LOT, EAST TO 801 PLAINFIELD RD AND A CONTINGENCY IN THE AMOUNT OF \$125,000 FOR UNFORESEEN EXCAVATIONS AND SPOT REPAIRS DUE TO POTENTIAL CONFLICTS. THE TOTAL EXPENDITURE REQUEST WOULD BE NOT TO EXCEED \$817,560.**

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

**SECTION 1:** The City Council hereby rejects all bids previously submitted in connection with the Seminole Drive/Plainfield Road sewer lining project.

**SECTION 2:** The City Council hereby waives the competitive bid process and accepts a proposal from Kenny Construction Company in an amount not to exceed \$692,560 for the Seminole 72-inch Storm Sewer Lining Project - Seminole Dr. and Plainfield Rd. - under McDonald’s Parking lot, east to 801 Plainfield Rd and a contingency in the amount of \$125,000 for unforeseen excavations and spot repairs due to potential conflicts. The total expenditure request would be not to exceed \$817,560, attached hereto as “[Exhibit A](#)”.

**SECTION 3:** This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of September 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of September 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**SECTION III**

**BIDDER SUMMARY SHEET**

**2019 CITY OF DARIEN STORM SEWER LINING**

Firm Name: Kenny Construction Company DBA Granite Inliner

Address: 2215 Sanders Road, Suite 400

City, State, Zip Code: Northbrook, IL 60062

Contact Person: Pat Szyska

FEIN #: 36-2046200

Phone: ( 847 ) 919-8200

Fax: ( 847 ) 272-5421

Mobile: ( 312 ) 860-0224

E-mail Address: pat.szyska@gcinc.com

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

Addendum No. 1, Dated 8/5/19

Addendum No. 2, Dated 8/6/19

**ADDENDUM 1-REVISED SUMMARY SHEET  
PAGE 23-A (1 OF 2)**

**ADDENDUM 1  
Summary Schedule of Cost for the  
2019 City Of Darien Storm Sewer Lining**

All bids shall be sealed and returned prior to the bid opening at 10:30 a.m. on Thursday, August 15, 2019 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	CURED IN PLACE PIPE - 10"	LF	20	\$ 615.00	\$ 12,300.00
2	CURED IN PLACE PIPE - 12"	LF	20	\$ 626.00	\$ 12,520.00
3	CURED IN PLACE PIPE - 18"	LF	20	\$ 657.00	\$ 13,140.00
4	CURED IN PLACE PIPE - 24"	LF	50	\$ 359.00	\$ 17,950.00
5	CURED IN PLACE PIPE - 72"	LF	450	\$ 859.00	\$ 386,550.00
6	PROTRUDING ROOT REMOVAL	LF	50	\$ 15.00	\$ 750.00
	*TOTAL		TOTAL LINES 1-6		\$ 443,210.00

**\*AWARD OF CONTRACT IS BASED ON TOTALS OF 1-6.**

**Company Name:** Kenny Construction Company

END OF SPECIFICATION

Firm Name: Kenny Construction Company

Signature of Authorized Representative:  James D. Nickerson

Title: Vice President Date: 8-14-19

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

**ADD THIS PAGE**

**ADDENDUM 2-REVISED SUMMARY SHEET  
PAGE 23-B-1 (2OF 2)**

**ADDENDUM 2  
OPTION 1-Summary Schedule of Cost for the  
2019 City Of Darien Storm Sewer Lining**

All bids shall be sealed and returned prior to the bid opening at 10:30 a.m. on Thursday, August 15, 2019 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	CURED IN PLACE PIPE - 10"	LF	20	\$ 570.00	\$ 11,400.00
2	CURED IN PLACE PIPE - 12"	LF	20	\$ 580.00	\$ 11,600.00
3	CURED IN PLACE PIPE - 18"	LF	20	\$ 608.00	\$ 12,160.00
4	CURED IN PLACE PIPE - 24"	LF	50	\$ 335.00	\$ 16,750.00
5	PROTRUDING ROOT REMOVAL	LF	50	\$ 15.00	\$ 750.00
5-A	OPTION CURED IN PLACE PIPE - 72"	LF	900	\$ 711.00	\$ 639,900.00
	TOTAL		TOTAL LINES 1-5A		\$ 692,560.00

Company Name: Kenny Construction Company DBA Granite Inliner

END OF SPECIFICATION

Firm Name: Kenny Construction Company DBA Granite Inliner

Signature of Authorized Representative:  James D. Nickerson

Title: Vice President Date: 8-14-19

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



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

**WITNESSETH**

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

**Lump sum pricing for the 2019 Storm Sewer Lining.** (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR

pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

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

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

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City

or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights

with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

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

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

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

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



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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

Print Name: James D. Nickerson

Title: Mayor

Title: Uico President

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

Date: 8-14-19

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this bid.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners.

X  Corporation: State of incorporation:  Illinois

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois. In submitting this bid, it is understood that the City of Darien reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Kenny Construction Company DBA Granite Inliner (Corporate Seal)

Business Name

   
Signature

James D. Nickerson   
Print or type name

Vice President   
Title

8/14/19   
Date

**CERTIFICATION OF ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS**

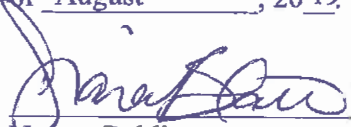
**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

I, James D. Nickerson, being first duly sworn certify  
and say that I am Vice President  
(insert "sole City of Darien," "partner," "president," or other proper title) of  
Kenny Construction Company DBA Granite Inliner, the Prime Contractor  
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit  
of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the  
Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of  
the United States.

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 14 Day

of August, 2019

  
\_\_\_\_\_  
Notary Public



**SEXUAL HARASSMENT POLICY**

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must: "Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added) Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes: ...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, James D. Nickerson , having submitted a bid for Kenny Construction Company DBA Granite Inliner

(Name of Contractor) for storm sewer relining (General Description of Work Bid on) to the City of Darien, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This 14 Day

of August , 2019.  
[Signature]  
Notary Public





## ITEM 5-CONTRACT COMPLETION

Page 5 currently states the following:

### 4.0 Contract Completion Date and Interim Completion Dates

The Contractor shall execute the contract within 60 working days after contract award. The Contractor shall start the work to be performed under the contract not later than 30 calendar days after the execution of the contract by the Government Agency.

The Contractor shall complete all work under this Contract on or before, but no later than, November 30, 2019

Response:

### REVISION-QUANTITY-HIGHLIGHTED

Page 4 has been revised to the following:

### 4.0 Contract Completion Date and Interim Completion Dates

### 4.0 Contract Completion Date and Interim Completion Dates

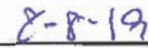
The Contractor shall execute the contract within ~~60~~ **170** working days after contract award. The Contractor shall start the work to be performed under the contract ~~not later than 30 calendar days after the execution of the contract by the Government Agency.~~ The Contractor shall start the work to be performed under the contract not later than March 1, 2020.

The Contractor shall complete all work under this Contract on or before, but no later than, ~~November 30, 2019~~ **April 24, 2020**.

The following sheets labeled as Addendum 1-Pages **A-G** must be returned with the bid package signed and dated below:

I hereby am in receipt of the Addendum 1.

  
\_\_\_\_\_  
Signature

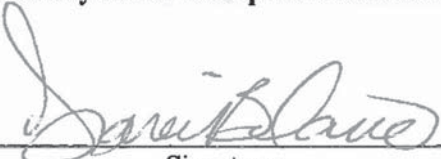
  
\_\_\_\_\_  
Dated

Kenny Construction Company DBA Granite Inliner  
Company Name

G

**The following sheets labeled as Addendum 2-Page 23B-1 Addendum 2 must be returned with the bid package signed and dated below:**

**I hereby am in receipt of the Addendum 2.**

  
\_\_\_\_\_  
Signature

8/12/19  
Dated

Kenny Construction Company DBA Granite Inliner  
Company Name

**AGENDA MEMO**  
**Municipal Services Committee**  
**August 26, 2019**

**ISSUE STATEMENT**

A [resolution](#) authorizing the Mayor to execute a contract with JLJ Contracting, Inc. for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$65,800.

**BACKGROUND**

The City Municipal Services Department is responsible for certain capital maintenance projects that are in excess of \$5,000, for the Historical Society as they relate to the Old Lace School, located at the North West corner of 75<sup>th</sup> Street and Cass Avenue. In 2018, the caretakers of the Old Lace School Museum had identified that the basement of the building has numerous locations of water infiltration through the existing foundation. The City Staff had confirmed the infiltration and contacted waterproofing professionals to forward budgetary numbers for the 2019/20 Budget. The budgetary proposal included waterproofing the building foundation perimeter and did not include restoration. Restoration was not included for budgetary purposes, as Staff understood the impact to be minimal. Upon reviewing the scope of work and preparation of the contract documents, it was identified that a destructive methodology was required to repair the foundation. The scope of work further identified the additional items will be required to properly complete the foundation repairs:

1. Removal and preservation of the existing landscaping-limited to ground cover and bushes
2. Excavation-Includes the removal and disposal of soils approximately 8-foot deep by five foot in width adjacent to majority of the building
3. Backfill-placement of aggregate material
4. Removal and restoration of the interior basement wall coverings and limited framing
5. Temporary relocation and placement of items adjacent to the interior walls
5. Temporary removal and installation of the existing A/C unit
6. Landscape restoration-topsoil, sod, existing plantings and City provided mulch

Staff had solicited for competitive bids and received one responsive bid on August 15, 2019. Attached and labeled, as [Attachment 1](#) is the bid results for the project. The proposed project called for FYE120 funding in the amount of \$30,000 and due to the additional work required, the budgeted line item 01-30-4223 will be in excess of the budgeted amount by \$35,800. The repairs are critical to preserve water damage to the historic artifacts in place.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with JLJ Contracting, Inc.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the September 3, 2019 City Council agenda for formal approval.



SEALED BID-Historical Society Waterproofing - 75th St & Cass Ave - North West Corner  
 OPENING DATE/TIME: August 15, 2019 11:00 a.m.

**2019 CITY OF DARIEN  
 - HISTORICAL SOCIETY WATERPROOFING -  
 75TH ST & CASS AVE- NORTHWEST CORNER**

**JLJ CONTRACTING, INC.**

<b>Item #</b>	<b>Item Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>1</b>	8 Locations, labeled as 1-8 to include an Epoxy/Urethane Injection Crack Repair-Up to 8-foot deep	Lump Sum	1	64	\$ 75.00	\$ 4,800.00
<b>2</b>	6 Locations, labeled as 9-14 –Exterior Wall Parging (Cement Plaster) Approximately 48 feet of wall by 8 foot tall.	Square Foot	225	225	\$ 35.00	\$ 7,875.00
<b>3</b>	6 Locations, labeled as 9-14 Approximately 48 feet of wall by 8 foot tall–Exterior Subsoil Membrane	Square Foot	225	225	\$ 125.00	\$ 28,125.00
<b>4</b>	Remove existing paneling and framing as required to access cracks for repairs.	Square Foot	800	800	\$ 5.00	\$ 4,000.00
<b>5</b>	Awarded vendor shall be required to replace the framing, drywall, prime, paint-(two coats) and install trim.	Square Foot	800	800	\$ 25.00	\$ 20,000.00
<b>6</b>	Temporary disconnect and re-connect of the existing A/C unit.	Lump Sum	1	1		\$ 1,000.00
<b>*Total</b>						<b>\$ 65,800.00</b>

bid bond-yes

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH JLJ CONTRACTING, INC. FOR THE FOUNDATION REPAIRS CONSISTING OF WATERPROOFING, AND RESTORATION OF THE OLD LACE SCHOOL IN AN AMOUNT NOT TO EXCEED \$65,800.**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a contract with JLJ Contracting, Inc. for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$65,800, 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 3<sup>rd</sup> day of September, 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of September, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM

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

**SECTION III**

**BIDDER SUMMARY SHEET**

**2019 CITY OF DARIEN HISTORICAL SOCIETY-75TH AND  
CASS AVE NORTH-WEST CORNER 7422 CASS AVENUE**

Firm Name: JLJ Contracting, Inc.

Address: 2748 S. 21<sup>st</sup> Avenue

City, State, Zip Code: Broadview, IL 60155

Contact Person: John Orban

FEIN #: 74- 3077036

Phone: ( 708 ) 343- 3340

Fax: ( 708 ) 343- 3360

Mobile: ( 708 ) 473- 5890

E-mail Address: jorban@jljcontracting.com

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

Addendum No.        -       , Dated        -       

Addendum No.        -       , Dated        -

**Summary Schedule of Cost for the 2019  
City Of Darien Storm Darien Historical Society-75th and Cass Ave  
North-West Corner 7422 Cass Avenue**

All bids shall be sealed and returned prior to the bid opening at 11:00 a.m. on Thursday, August 15, 2019 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

ITEM NO	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	8 Locations, labeled as 1-8 to include an Epoxy/Urethane Injection Crack Repair-Up to 8-feet deep	Linear Foot	64	\$ 75.00	\$ 4,800.00
2	6 Locations, labeled as 9-14 –Exterior Wall Parging (Cement Plaster) Approximately 48 feet of wall by 8 foot tall.	Square Foot	225	\$ 35.00	\$ 7,875.00
3	6 Locations, labeled as 9-14 Approximately 48 feet of wall by 8 foot tall –Exterior Subsoil Membrane	Square Foot	225	\$ 125.00	\$ 28,125.00
4	Remove existing paneling and framing as required to access cracks for repairs.	Square Foot	800	\$ 5.00	\$ 4,000.00
5	Awarded vendor shall be required to replace the framing, drywall, prime, paint-(two coats) and install trim.	Square Foot	800	\$ 25.00	\$ 20,000.00
6	Temporary disconnect and re-connect of the existing A/C unit.	Lump Sum	1	-	\$ 1,000.00
	<b>*TOTAL</b>		<b>TOTAL LINES 1-6</b>		<b>\$ 65,800.00</b>

**\*AWARD OF CONTRACT IS BASED ON TOTALS OF 1-6.**

Company Name: JLJ Contracting, Inc.

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

**WITNESSETH**

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

**Lump sum pricing for the 2019 Darien Historical Society-75th and Cass Ave North-West Corner.** (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

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

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

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such

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

**SECTION 6: COMPLIANCE WITH LAWS:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights

with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

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

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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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



**AGENDA MEMO**  
**Municipal Services Committee**  
**August 26, 2019**

**ISSUE STATEMENT**

Approval of a [resolution](#) awarding a contract extension to Homer Tree Care, Inc in an amount not to exceed \$216,750.00, for the City's 2019/2020 Tree Trimming and Removal Program.

**BACKGROUND/HISTORY**

The proposed contract is the second of two contract extensions. The Tree Trimming and Removal Contract was awarded to Homer Tree Care on August 7, 2017, Res. No R-86-17 with two optional annual contract extensions. Homer Tree Care, Inc. has acknowledged the extension and accepts the extension as presented.

**Program 1-City Tree Trimming**-This year's tree trimming program consists of trimming approximately 1,750 parkway trees, approximately 65-(1500 Diameter By Height-DBH), tree removals and stump grinding. Below are the subdivisions to be trimmed:

- |                            |                               |
|----------------------------|-------------------------------|
| ● The Woodlands of Darien  | ● Farmingdale Heights         |
| ● Clarefield               | ● Marion Hills North          |
| ● Marion Hills South       | ● Brookdale                   |
| ● Farmingdale Terrace      | ● Farmingdale Terrace South   |
| ● Farmingdale Terrace West | ● High Point Circle           |
| ● Portsmouth               | ● Brookhaven #1               |
| ● Violet's Farm            | ● Reflections of Hidden Lakes |

**Program 2-Conservation Area**-East of Home Depot-South of Steak and Shake-Removal of Dead-Diseased and Evasive Species-see attached aerial labeled as [Attachment A](#). The parcel is owned and controlled by the City of Darien and referred to as a Conservation Area. The area serves as a natural buffer between the residents adjacent to Wilton Drive and the existing Home Depot within the Darien Towne Center. The area requires safety removals of dead, diseased and evasive tree species. The area will also be trimmed for safety trimming.

**Program 3-Emerald Ash Trees/Limb Removals**

The program consists of residual Ash trees that may require removal and or safety trimming. While the majority of the Ash Trees continue to thrive from the EAB Treatment program, there are a minimal amount of trees that may require removal due to growth and aesthetics. In some instances, trimming is required due to a limb not surviving thereby causing a hazard.

**Program 4-Private Property Program**-This year's program also includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the resident's expense. The trimming will include removal of perished, diseased, interfering, and weak branches, as well as removal of under branches as requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents. The bid price for the Private Property tree trimming is \$250.00 per tree in the front yard and \$375.00 per tree in the back yard. The contract also includes unit pricing for private property tree removal, and stump grinding and emergency services. The contract begins on December 2, 2019 through November 30, 2020.



**Private Property Tree Trimming**

Tree Trimming – Front Yard	Each	\$ 250.00
Tree Trimming – Back Yard	Each	\$ 375.00
Tree Removal per DBH (Front)	Per Inch	\$ 35.00
Tree Removal per DBH (Back)	Per Inch	\$ 50.00
Stump Grinding – Front	Each	\$ 150.00
Stump Grinding – Back	Each	\$ 200.00

Please find labeled as [Attachment B](#), the bid results that were opened on July 17, 2017. The proposed contract is the second contract extension for 2019-20 and Homer has agreed to accept the extension, see [Attachment C](#).

<b>2019-2020 CITY OF DARIEN TREE REMOVAL SCHEDULE</b>				
<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>COST</b>
Tree Trimming	Each	1,750	\$ 52.00	\$ 91,000.00
Tree Removal per DBH	Per Inch	1,500	\$ 26.25	\$ 39,375.00
Stump Removal	Each	120	\$ 94.50	\$ 11,340.00
Emergency – Storm/Hazards	Hourly	TBD	\$ 200.00	\$ 15,000.00
Emerald Ash Trees/Limb Removals	Each	TBD	\$52.00 Trimming \$26.25 Removal \$94.50 Stump Removal	\$ 25,000.00
Conservation Area- East of Home Depot South of Steak & Shake	Hourly	175	\$200.00 No Stump Grinding	\$ 35,000.00
<b>TOTAL PROPOSED COST</b>				<b>\$ 216,715.00</b>

The proposed expenditure would be expended from the following accounts:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 19/20 BUDGET</b>	<b>EXPENDITURE TO DATE</b>	<b>PROPOSED EXPENDITURE</b>
01-30-4375	TREE TRIMMING	\$221,715.00	\$1,000.00	\$216,750.00

**STAFF RECOMMENDATION**

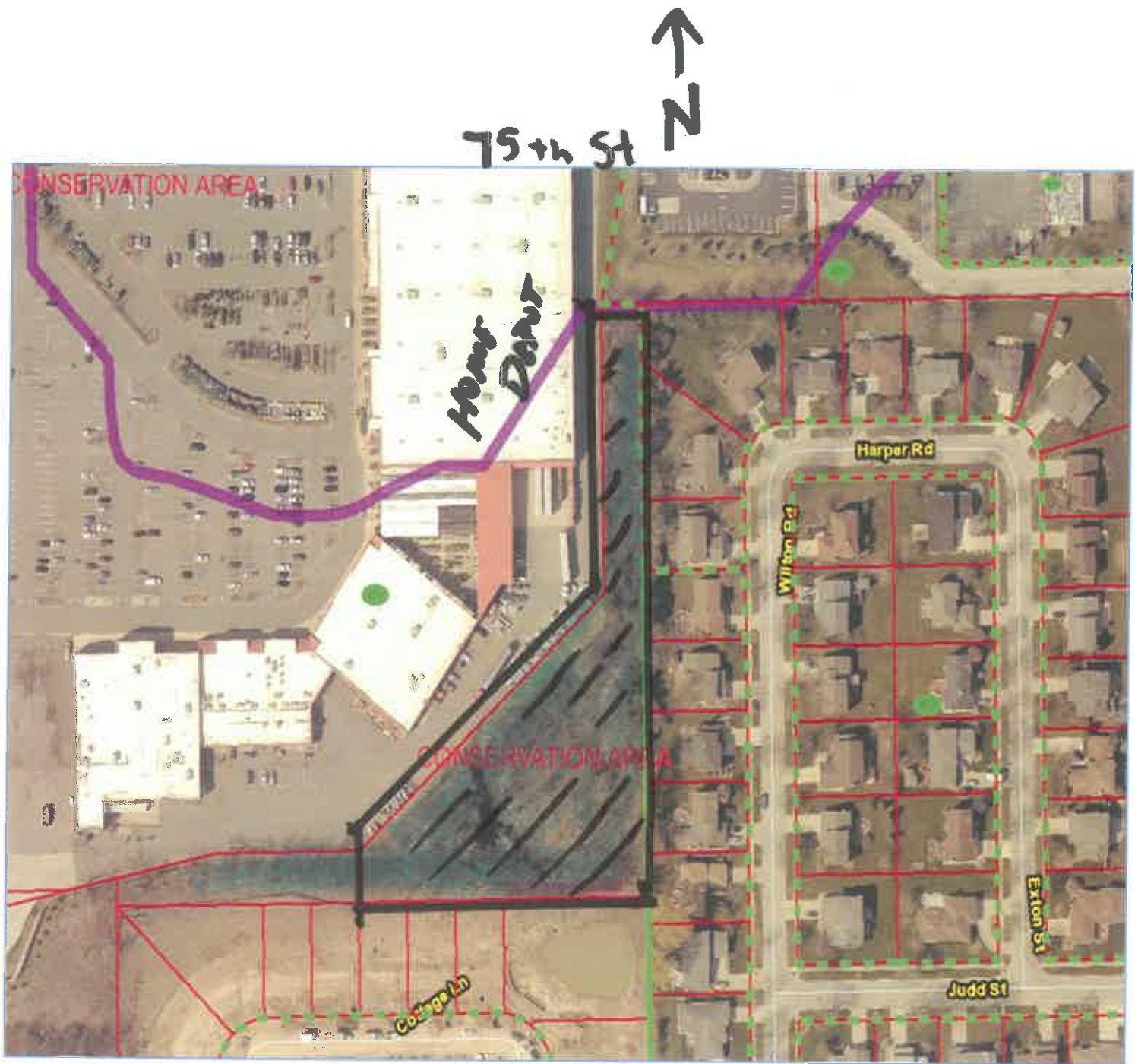
Staff recommends approval of a resolution awarding a contract extension to Homer Tree Care, Inc. an amount not to exceed \$216,750.00 for the City's 2019/2020 Tree Trimming and Removal Program. Homer Tree Care has provided very satisfactory tree care services for the City in the past.

**ALTERNATE DECISION**

Not approving the contract extension.

**DECISION MODE**

This item will be placed on the September 3, 2019 City Council agenda for formal consideration.



SEALED BID-TREE TRIMMING PROGRAM  
 OPENING DATE/TIME: July 17, 2017 10:00 a.m.

City of Darien Parkway		Homer Tree Care, Inc						
Fiscal Year	2017/2018		2018/2019		2019/2020			
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming	Each	1,750	\$ 49.50	\$ 86,625.00	\$ 52.00	\$ 91,000.00	\$ 52.00	\$ 91,000.00
Tree Removal per DBH	Per Inch	100	\$ 25.00	\$ 2,500.00	\$ 26.25	\$ 2,625.00	\$ 26.25	\$ 2,625.00
Misc Stump Removal	Each	20	\$ 90.00	\$ 1,800.00	\$ 94.50	\$ 1,890.00	\$ 94.50	\$ 1,890.00
Subtotal - Section A			\$ 164.50	\$ 90,925.00	\$ 172.75	\$ 95,515.00	\$ 172.75	\$ 95,515.00
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
Tree Trimming-Back Yard	Each	1	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$ 375.00
Tree Removal per DBH (Front)	Per Inch	1	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Tree Removal per DBH (Back)	Per Inch	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Stump Grinding-Front	Each	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
Stump Grinding-Back	Each	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Subtotal - Section B			#####	\$ 1,060.00	\$ 1,060.00	\$ 1,060.00	#####	\$ 1,060.00
Emergency Services		40	\$ 200.00	\$ 8,000.00	\$ 200.00	\$ 8,000.00	\$ 200.00	\$ 8,000.00
TOTAL - SECTIONS A, B & C				\$ 99,985.00		\$ 104,575.00		\$ 104,575.00

**Regina Kokkinis**

---

**From:** Ryan Countryman <RyanCountryman@homertree.com>  
**Sent:** Friday, August 2, 2019 8:54 AM  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** RE: City of Darien 2019-20 tree trimming

We are in agreement!

*Thank you,*

*Ryan P. Countryman*  
**Board Certified Master Arborist IL 5140B**  
**Certified Treecare Safety Professional 1093**  
**Tree Risk Assessment Qualified**  
**Homer Tree Care**  
**Residential/Municipal Division**  
**14000 S. Archer Ave.**  
**Lockport, IL 60441**  
**Main Office 815-838-0320**  
**Fax 815-838-0375**

[RyanCountryman@homertree.com](mailto:RyanCountryman@homertree.com)



---

**From:** Regina Kokkinis [mailto:rkokkinis@darienil.gov]  
**Sent:** Friday, August 2, 2019 8:39 AM  
**To:** Ryan Countryman <RyanCountryman@homertree.com>  
**Cc:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** City of Darien 2019-20 tree trimming

Good Morning,

Attached, please see the pricing schedule for 2019-20 as it relates to the subject line.

The City would like to extend the contract per the proposed pricing schedule.  
Please confirm that you are in agreement.

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!**

<http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

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

**A RESOLUTION AUTHORIZING THE AWARDING A CONTRACT EXTENSION TO HOMER TREE CARE, INC IN AN AMOUNT NOT TO EXCEED \$216,750.00 FOR THE CITY’S 2019/2020 TREE TRIMMING AND REMOVAL PROGRAM**

**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 award a contract extension to Homer Tree Care, Inc. in an amount not to exceed \$216,750.00 for the City’s 2019/2020 Tree Trimming and Removal Program, 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 3<sup>rd</sup> day of September, 2019.**

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

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

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

\_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of September, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



## CITY OF DARIEN

## CONTRACT

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

**WITNESSETH**

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

**Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties**

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

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

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

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

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

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

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



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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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

**Vendor Information**

The project is scheduled for a December 1, 2017 start date, and to be completed by no later than March 1, 2018. Two optional contract extensions may be considered and will be reviewed for recommendation by November of the respective subsequent year.

**TO BE COMPLETED BY VENDOR**

COMPANY NAME: Homer Tree Care Inc.

CONTACT PERSON: James Reiter

ADDRESS: 14000 S. Archer Ave

CITY, STATE, ZIP CODE: Lockport, IL 60441

TELEPHONE NUMBER: Office 815-838-0320 Mobile 815-546-7486

FACSIMILE NUMBER: 815-838-0375

E-MAIL ADDRESS JimReiter@homertree.com

AUTHORIZED SIGNATURE: 

### Schedule of Prices – 2019/20

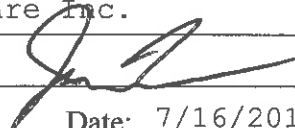
Item No.	Items	Unit	Quantity	Unit Price	Total
<b>A</b>	<b>City of Darien Program</b>				
A 1	Tree Trimming-Parkways	Each	1750	52.00	91,000.00
A 2	Tree Removal cost per DBH	Per Inch	100	26.25	2,625.00
A 3	Stump Removal	Each	20	94.50	1,890.00
	<b>Sub-Total A1 – A3</b>				
<b>B</b>	<b>Private Property Program</b>				
B 1	Tree Trimming - Front Yard	Each	1	250.00	250.00
B 2	Tree Trimming - Back Yard	Each	1	375.00	375.00
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	35.00	35.00
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	50.00	50.00
B 5	Stump Grinding – Front Yard	Each	1	150.00	150.00
B 6	Stump Grinding – Back Yard	Each	1	200.00	200.00
	<b>Sub-Total B1 – B6</b>				
<b>C</b>	<b>Emergency Services</b>				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	200	8,000.00
	<b>Sub-Total C1</b>				
	<b>Total Cost Sections A, B and C</b>				
	<b>Bid Bond is 5% of Total Costs- Sections A,B and C</b>				\$104,575.00

The contract will be awarded on a Total Cost – All quantities are subject to decrease or increase.

### TOTAL COST SUMMARY

SUMMARY COSTS	2017/2018	2018/2019	2019/2020
<b>Total Cost of A, B &amp; C</b>	\$99,985.00	\$104,575.00	\$104,575

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

Firm Name: Homer Tree Care Inc.  
 Signature of Authorized Representative:   
 Title: Chief Operation Officer Date: 7/16/2017

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**August 26, 2019**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the mayor to accept a proposal from Core & Main for the purchase of the following commercial water meters and remote readers in an amount not to exceed \$250,162.40.

- 85 - 1 ½ inch
- 75 - 2 inch
- 35 - 3 inch
- 9 - 4 inch
- 2 - 6 inch water meters and remote readers.

**BACKGROUND/HISTORY**

The following removal and replacement of the commercial meters is considered Phase 1 of a City wide meter replacement program. The existing commercial meters are in excess of 10 years in age and have been identified to be running approximately 5 – 10 % slow. The existing remote readers are obsolete and the remote guns utilized to read them are failing. Please note, the City and the County of DuPage purchased additional guns several years ago for inventory due to the manufacturer discontinuing parts and support.

During the past several years, the City Staff has been engaged with the County and several other municipalities to move towards technology that is referred to as Automated Meter Reading, AMR technology. The AMR system is technology that is supported through dedicated FM frequencies and/or cellular technology. The joint coop would allow savings for all participating municipalities by utilizing infrastructure such as water towers for antennas and provide on demand readings to municipalities as well as the County of DuPage. This item will be covered under a separate future IGA agenda. The technology is identical to the current automated meter reading standards of Com Ed and Nicor.

The City Staff has been exclusively utilizing the Sensus water meter brand for the last 8 years and has the capability to be utilized as part of the future AMR system by replacing the remote (outside) reader. All meters regardless of the brand are territory protected and there is no further opportunity for competitive bidding. Core & Main LP is the exclusive Authorized Distributor of Sensus products in the State of Illinois through 2019. See sole source letter as [Attachment A](#). Further is recommended that the City maintain one standard and not utilize different meter brand throughout town.

The goal of replacing the commercial meters is to capture accurate readings resulting in lowering the City's unaccountable water flow.

Attached as [Attachment B](#), please find a summary of the pricing for the purchase of 206 commercial water meters.

Water Meters and Remote Readers

August 26, 2019

Page 2

The FY19/20 Budget includes funding for the abovementioned items from the following account:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 19/20 BUDGET</b>	<b>METERS</b>	<b>TOTAL PROGRAM COST</b>
12-51-4390	WATER DEPRECIATION COMMERCIAL WATER METER REPLACEMENT	\$250,000.00	\$250,162.40	(\$162.40)

**STAFF RECOMMENDATION**

Approval of the resolution from Core & Main for the purchase of commercial water meters in amount not to exceed \$250,162.40.

**ALTERNATE DECISION**

As directed by Committee

**DECISION MODE**

This item will be placed on the September 3, 2019 City Council agenda for formal consideration.



March 20, 2019

To Whom It May Concern:

Sensus, USA is pleased to announce that Core & Main LP is the exclusive Authorized Distributor of Sensus products for the state of Illinois through 2019. Please contact Core & Main LP for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at [andrea.davis@xylem.com](mailto:andrea.davis@xylem.com) regarding this or any other matter.

Sincerely,

*Andrea M. Davis*

Andrea Davis  
Sensus, USA  
Director, Channel Marketing



# Bid Proposal for 2019 Large Meter Darien

CUSTOMER

**CITY OF DARIEN**

1041 SOUTH FRONTAGE ROAD  
 DARIEN, IL 60561  
 Contact: Kris Throm  
 (T) 630/514-3453  
 kthrom@darienil.gov

**Job**

2019 Large Meter Darien  
 Bid Date: 08/02/2019  
 Bid #: 1017689

CONTACT

**Sales Representative**

Joseph Szerszen  
 (M) 630-461-5399  
 (T) 630-665-1800  
 (F) 630-665-1887  
 Joe.Szerszen@coreandmain.com

**Core & Main**

220 South Westgate Dr  
 Carol Stream, IL 60188  
 (T) 630-665-1800

NOTES





Bid Proposal for 2019 Large Meter Darien

CITY OF DARIEN  
 Bid Date: 08/02/2019  
 Core & Main 1017689

Core & Main  
 220 South Westgate Dr  
 Carol Stream, IL 60188  
 Phone: 630-665-1800  
 Fax: 630-665-1887

Seq#	Qty	Description	Units	Price	Ext Price
10	85	OMNI 1-1/2" C2 MTR 1000 GAL W/ INT'L STRNR, DEF'T PULSE OUT 13" LL	EA	955.00	81,175.00
20		<b>C11XXXXG1GA0X</b>			
30	75	OMNI 2" C2 MTR 1000 GAL 15.25" W/INT'L STRNR, DEF'T PULSE OUT	EA	1,102.00	82,650.00
40		<b>C23XXXXG1GA0X</b>			
50	35	OMNI 3" C2 MTR-1000GAL METER W/INT'L STRNR, DEF'T PULSE OUT	EA	1,467.00	51,345.00
60		<b>C33XXXXG1GA0X</b>			
70	9	OMNI 4" C2 1000GAL METER W/INT'L STRNR, DEF'T PULSE OUT	EA	2,547.00	22,923.00
80		<b>C43XXXXG1GA0X</b>			
90	2	OMNI 6" C2 MTR 1000GAL METER W/INT'L STRNR, DEF'T PULSE OUT	EA	4,399.00	8,798.00
100		<b>C63XXXXG1GA0X</b>			
110	206	#39A AMR TOUCHPAD - BLACK AMR ACCESSORY 5390720600811	EA	12.00	2,472.00
120	170	1-1/2X1/8 RUB.DROP IN MTR GSKT	EA	1.30	221.00
130	150	2X1/8 RUBBER DROP-IN MTR GSKT	EA	1.35	202.50
140	70	3X1/8 FLG FF RR GASKET	EA	4.00	280.00
150	18	4X1/8 FLG FF RR GASKET	EA	4.25	76.50
160	4	6X1/8 FLG FF RR GASKET	EA	4.85	19.40
180					
190					
200		<b>THANK YOU FOR THE OPPORTUNITY</b>			
210		<b>TO QUOTE YOUR PROJECT.</b>			
220					
230		<b>SINCERELY,</b>			
240					
250		<b>JOE SZERSZEN</b>			
				<b>Sub Total</b>	<b>250,162.40</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>250,162.40</b>

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CORE & MAIN FOR THE PURCHASE OF THE FOLLOWING COMMERCIAL WATER METERS AND REMOTE READERS IN AN AMOUNT NOT TO EXCEED \$250,162.40:**

- **85 - 1 ½ INCH**
- **75 - 2 INCH**
- **35 - 3 INCH**
- **9 - 4 INCH**
- **2 - 6 INCH WATER METERS AND REMOTE READERS.**

**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 proposal from Core & Main for the purchase of the following commercial water meters and remote readers in an amount not to exceed \$250,162.40: 85 - 1 ½ inch, 75 - 2 inch, 35 - 3 inch, 9 - 4 inch, 2 - 6 inch water meters and remote readers, 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 3<sup>rd</sup> day of September, 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of September, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM

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



# Bid Proposal for 2019 Large Meter Darien

<b>CUSTOMER</b>	<p><b>CITY OF DARIEN</b>          1041 SOUTH FRONTAGE ROAD          DARIEN, IL 60561          Contact: Kris Throm          (T) 630/514-3453          kthrom@darienil.gov</p>	<p><b>Job</b>          2019 Large Meter Darien          Bid Date: 08/02/2019          Bid #: 1017689</p>
<b>CONTACT</b>	<p><b>Sales Representative</b>          Joseph Szerszen          (M) 630-461-5399          (T) 630-665-1800          (F) 630-665-1887          Joe.Szerszen@coreandmain.com</p>	<p><b>Core &amp; Main</b>          220 South Westgate Dr          Carol Stream, IL 60188          (T) 630-665-1800</p>
<b>NOTES</b>		



Bid Proposal for 2019 Large Meter Darien

CITY OF DARIEN  
 Bid Date: 08/02/2019  
 Core & Main 1017689

Core & Main  
 220 South Westgate Dr  
 Carol Stream, IL 60188  
 Phone: 630-665-1800  
 Fax: 630-665-1887

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**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE MEETING  
July 22, 2019**

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

**ABSENT:** None

**ESTABLISH QUORUM**

Chairperson Thomas Belczak called the meeting to order at 7:00 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

**NEW BUSINESS**

- a. **Resolution - Authorizing the purchase of one new SG16B Stump Grinder (#4240461) and A-19B Auger Attachments and related components, for the existing Cat Skid Steer from Altorfer CAT in an amount not to exceed \$9,643.00.**

Mr. Dan Gombac, Director reported that the proposed Stump Grinder attachment will allow the department to provide limited root pruning. He reported that the Auger attachment will allow staff to auger 12-inch holes and that both items will have the ability to reduce outsourced costs. Mr. Gombac reported that there is a cost savings of \$1,300 and the equipment will last 10-12 years.

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

**Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval authorizing the purchase of one new SG16B Stump Grinder (#4240461) and A-19B Auger Attachments and related components, for the existing Cat Skid Steer from Altorfer CAT in an amount not to exceed \$9,643.00.**

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

- b. **Resolution – Accepting a proposal from Ampol Group International Inc. for the 2019 Municipal Complex Interior Painting and Flooring Project in an amount not to exceed \$34,985.00.**

Mr. Dan Gombac, Director reported that the FY 19/20 Budget included funding for various housekeeping items as it relates to general painting of the City Hall Administration Building, tile covering and partitions for the existing bathrooms, and painting of trim. He reported that the scope of work is for the general office area and vestibule and that the administrative building has not been painted in excess of 20 years. Mr. Gombac reported that that \$34,000 was budgeted and they are over \$950.

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

**Alderman Belczak made a motion and it was seconded by Alderman Gustafson approval accepting a proposal from Ampol Group International Inc. for the 2019 Municipal Complex Interior Painting and Flooring Project in an amount not to exceed #34,985.00.**

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

- c. Resolution – Approval of a Supplemental Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) Funds for the FY 2018-10 General Maintenance-maintenance of various streets and rights of way that impact City streets, in an amount not to exceed \$54,042.55.**

Mr. Dan Gombac, Director reported that every year a resolution is required authorizing the expenditure of MFT funds.

**Alderman Belczak made a motion and it was seconded by Alderman Kenny approval of a Supplemental Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) Funds for the FY 2018-10 General Maintenance-maintenance of various streets and rights of way that impact City streets, in an amount not to exceed \$54,042.55.**

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

- d. Motion – Approval for staff to negotiate a formal economic development agreement with Carriage Greens within the general terms identified by staff.**

Mr. Dan Gombac, Director reported that the City is discussing an economic development agreement with Carriage Greens. He reported that this is a concept.

Mr. Tim Waz was in the audience and questioned why the MSC is not making decisions and questioned where the 10-year lien came from.

Mr. Gombac reported that 10 years made sense from a cost break down and staff did best guestimates and it was discussed with the Finance Director and City Administrator.

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

**Alderman Belczak made a motion and it was seconded by Alderman Kenny approval for staff to negotiate a formal economic development agreement with Carriage Greens within the general terms identified by staff.**

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

**e. Discussion – 67<sup>th</sup> Street and Clarendon Hills Road Intersection Traffic Study.**

Mr. Dan Gombac, Director reported that the City Council approved a resolution with Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants on May 6, 2019 to perform an intersection evaluation and traffic signal warrant study at Clarendon Hills Road and 67th Street. He reported that the intersection is located on the border with the Village of Willowbrook and currently the intersection operates with two-way stop signs at 67th Street, for east and westbound traffic. Mr. Gombac reported that the primary purpose of this study was to determine if the existing intersection traffic and pedestrian volumes and/or crash experience warrant the need for traffic signalization, multi-way stop sign and roadway modifications. He reported that the Attachment A of the Agenda Memo addresses the components in detail.

Chairperson Belczak questioned if staff anticipated cost sharing.

Mr. Gombac reported that he does anticipate cost sharing and that staff is recommending Option 3 with a geometrical configuration and engineering proposal and roadway work for next year.

Alderman Gustafson questioned when Willowbrook updated modifications in the area.

Mr. Gombac reported that Willowbrook updated the area two years ago.

Chairperson Belczak recommended staff discuss with Willowbrook to see if they are interested in a contract with cost sharing and engineering costs.

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

**f. Resolution – Permit for fence on City right-of-way for 1801 Gigi Lane.**

Mr. Steve Manning, City Planner, reported that there is a mid-block, concrete walkway from Gigi Lane to the Park District Community Center property that fronts on Fairview Avenue with the walkway in the center of a 25 foot wide, City-owned right-of-way that was maintained by the Park District until recently. Mr. Manning reported that there are no known utilities or drainage facilities in the right-of-way and that over the years, the homeowners on either side, 1801 and 1737 Gigi Lane, have installed fences and landscaping on the right-of-way up to the walkway, in effect making it part of their yards.

Mr. Manning reported that the new owner of 1801 Gigi Lane, lot 126, would like to install a new fence that would connect to the existing fence along the walkway but that typically, the City does not allow private fences on City property but since the neighbors are already using and maintaining this right-of-way, the City could issue a fence permit with typical easement language that reserves the City right to enter and remove structures and landscaping if needed for utilities, drainage, or other public purpose.

The homeowner, Mr. Jonathan Keuper provided a plan showing the existing fence.



Mr. Manning reported that the City Attorney has reviewed and approved the resolution and does not see any problems.

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

**Alderman Belczak made a motion and it was seconded by Alderman Kenny approval for a permit for fence on City right-of-way for 1801 Gigi Lane.**

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

**g. Ordinance – Consideration of an amendment to Liquor Code regarding live music in outdoor areas, per the request from Chuck’s Café at 8025 Cass Avenue.**

Mr. Steve Manning, City Planner reported that Chuck’s Cafe at 8025 Cass Avenue has requested permission to have live music on their front patio on Sunday August 11 from 2:00 pm to 5:00 pm. He reported that the current Code limits live music outdoors to Fridays and Saturdays 7:00 pm to 10:00 pm. Mr. Manning reported that presently there is piped in music on the patio.

A representative from Chuck’s Café reported that they are proposing to have a three-piece band and not a big rock band.

Alderman Kenny stated that he would rather have a variance versus code change to see if it works. Alderman Gustafson agreed.

Mr. Gombac reported that the resolution can be revoked if there are issues.

Mr. Manning reported that the Code still has to be changed in order for the Liquor Commissioner to grant approval.

Alderman Gustafson questioned if Chuck’s had any other plans for the future.

A representative from Chuck’s stated that they would love to do more. He stated that it was the band’s suggestion to be outside.

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

**Alderman Belczak made a motion and it was seconded by Alderman Kenny approval of an amendment to Liquor Code regarding live music in outdoor areas, per the request from Chuck’s Café at 8025 Cass Avenue.**

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

**h. Resolution – Approving an amendment to the T-Mobile lease to add a generator.**

Mr. Steve Manning, City Planner reported that T-Mobile, Verizon, AT&T and Sprint rent space on the City Water Tower at 1220 Plainfield Road and ground space around the water tower for their telecommunication equipment. He reported that the T-Mobile would like to install a diesel generator north of their small brown brick equipment building north of the tower to be used only when there is a Com Ed power interruption.

Mr. Manning reported that T-Mobile has agreed to build the same baffled enclosure around their generator that Verizon built to muffle the generator noise with an increase in rent of \$325 per month.

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

**Alderman Gustafson made a motion and it was seconded by Alderman Kenny approving an amendment to the T-Mobile lease to add a generator.**

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

- i. **Resolution – Accepting the unit price proposal from Hispano Lawn Maintenance & Landscaping Co. DBA HL Landscape for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$32,095.00.**

Mr. Dan Gombac, Director reported that the 2019 Tree Planting Program calls out for City and resident 50/50 Parkway Tree Planting Program. He reported that staff has included \$4,000 (\$2,000 City funding and \$2,000 Resident funding) cost for residents that would like to participate in the 50/50 program and storm, perished, and project related replacement.

Mr. Gombac reported that the program would allow for the planting of 2.5-inch caliper trees as part of the replacement of trees removed due to storm, perished or project removals. He reported that staff had advertised and sent out invitations to bid and received three (3) sealed bids on July 16, 2019 with the lowest responsive bidder Hispano Lawn Maintenance & Landscaping Co. DBA HL Landscape.

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

**Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval accepting the unit price proposal from Hispano Lawn Maintenance & Landscaping Co. DBA HL Landscape for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$32,095.00.**

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

- j. **Minutes – April 22, 2019 Municipal Services Committee  
June 24, 2019 Municipal Services Committee**

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

**Alderman Kenny made a motion and it was seconded by Alderman Belczak approval of the April 22, 2019 Municipal Services Committee Meeting Minutes.**

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

**Alderman Gustafson made a motion and it was seconded by Alderman Kenny approval of the June 24, 2019 Municipal Services Committee Meeting Minutes.**

**DIRECTOR'S REPORT**

No report.

**NEXT SCHEDULED MEETING**

Chairperson Belczak announced that the next meeting is scheduled for Monday, August 26, 2019.

**ADJOURNMENT**

**With no further business before the Committee, Alderman Kenny made a motion and it was seconded by Alderman Gustafson to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 8:00 p.m.**

**RESPECTFULLY SUBMITTED:**

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**Thomas Belczak  
Chairman**

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**Eric Gustafson  
Alderman**

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**Joseph Kenny  
Alderman**