

**AGENDA**  
**Municipal Services Committee**  
**January 27, 2020**  
**7:00 P.M. – Council Chambers**

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Old Business**
4. **New Business**
  - a. **Resolution** – Accepting a proposal from Underground Pipe & Valve for Mueller Brand brass fittings for the maintenance of the water system for a period of May 1, 2020 through April 30, 2021.
  - b. **Resolution** – Preliminary approval to authorize a proposal from Suburban Concrete, Inc. for the 2020 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract in an amount not to exceed \$652,920.00 and to waive the residential \$75.00 permit fee application for concrete work.
  - c. **Resolution** – Authorizing the Mayor to execute a contract extension with Rag’s Electric, Inc., for the 2020/21 Street Light Maintenance Contract beginning May 1, 2020 through April 30, 2021.
  - d. **Resolution** - Accepting a proposal from Norwalk Tank Company for storm sewer concrete structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2020 through April 30, 2021.
  - e. **Resolution** – Accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices waste for a period of May 1, 2020 through April 30, 2021.
  - f. **Resolution** – Approval releasing the Letter of Credit – No 2015-1613 McNaughton Development, Inc-Rolling Knolls-Darien, Il., in the amount of \$157,102.86 for the Public Improvements for the Rolling Knolls subdivision at Manning Road and Cottage Lane.
  - g. **Resolution** - Authorizing the Mayor to execute a contract extension with Denler Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program.
  - h. **Resolution** - 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 \$75,800.
  - i. **Resolution** - Authorizing the Mayor to execute a contract with Berglund Construction Company for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$88,920.

- j. **Resolution** - Authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from Traffic Logix Corporation in an amount not to exceed \$5,598.
- k. **Resolution** - Authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Preparation of a Natural Area Conversion Plan for a City Owned Detention Basin Located at North West of 79th Street and Nantucket Drive at a not to exceed \$10,000.
- l. **Resolution** - Authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67th Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.
- m. **Discussion** – Space Study Allocation-Review and Concept Design Summary of the Professional Design Services by Tria Architecture for the Public Works Facility located at 1041 South Frontage Road
- n. **Resolution** - Approval of a resolution authorizing the Mayor to execute a contract for the 2020 Street Maintenance project between the City of Darien and Schroeder Asphalt Paving, Inc. The following schedule of pricing: base bid - \$1,248,878.45; alternate 1 - patching - \$84,600.00; alternate 2 – aggregate shoulders - \$25,600.00; alternate 3 – 67<sup>th</sup> Street widening - \$69,259.50 for a total of \$1,428,337.95.
- o. **Resolution** - Petitioner seeks approval of a resolution accepting the public improvements for the National Shrine to St. Therese campus.
- p. **Resolution** - Preliminary approval authorizing the Mayor and City Clerk to execute a contract for the 2020 Roadside Ditch Maintenance Program between the City of Darien and Bisping Construction Company Inc. for the layout and replacement of storm sewer pipes and structures and grading in an amount of \$288,729.00 based on unit pricing.
- q. Minutes – **December 23, 2019** Municipal Services Committee

**5. Director’s Report**

- a. Emerald Ash Borer - Tree Trimming

**6. Next scheduled meeting – February 24, 2020**

**7. Adjournment**

**AGENDA MEMO**  
**Municipal Services Committee Meeting**  
**January 27, 2020**

**ISSUE STATEMENT**

A [resolution](#) accepting a proposal from Underground Pipe & Valve Co., for Mueller Brand brass fittings for the maintenance of the water system for a period of May 1, 2020 through April 30, 2021.

**BACKGROUND**

During the year, the department requires the use of water main brass fittings to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received three (3) quotes. See [Attachment A](#). The lowest bidder was Underground Pipe & Valve Co. The request for quotes stipulated that pricing be held in place through April 30, 2021

The expenditure would come from the water system maintenance account. The total estimated costs for the water main brass fittings would not exceed \$8,000.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Underground Pipe & Valve Co. for Mueller Brand brass fittings.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the February 3, 2020 City Council agenda for formal approval.

No Lead Brass Fittings (Mueller Brand Only)									
						2020 Ziebell Price	2020 Core & Main Price	2020 Underground Pipe & Valve Co. Price	
3/4" Flare Roundway (B-25154)						\$ 81.00	\$ 69.00	\$ 63.25	
3/4" Flare Corporation Stop (H-15000)						\$ 33.00	\$ 29.00	\$ 26.50	
3/4" Flare Coupling (H-15400)						\$ 17.00	\$ 16.00	\$ 14.75	
3/4" Compression Roundway (B-25155)						\$ 81.00	\$ 69.00	\$ 62.50	
3/4" Compression Corporation Stop (H-15008)						\$ 35.00	\$ 31.00	\$ 28.25	
3/4" Compression Coupling (H-15403)						\$ 20.00	\$ 17.50	\$ 16.00	
1" Flare Roundway (B-25154)						\$ 110.00	\$ 94.00	\$ 85.25	
1" Flare Corporation Stop (H-15008)						\$ 52.00	\$ 43.50	\$ 40.25	
1" Flare Coupling (H-15400)						\$ 33.00	\$ 29.00	\$ 25.50	
1" Compression Roundway (B-25155)						\$ 119.00	\$ 103.00	\$ 91.25	
1" Compression Corporation Stop (H-15008)						\$ 55.00	\$ 47.00	\$ 42.75	
1" Compression Coupling (H-15403)						\$ 22.00	\$ 19.50	\$ 18.25	
1-1/4" Flare Roundway (B-25154)						\$ -	\$ 156.00	\$ 142.50	
1-1/4" Flare Corporation Stop (H-15000)						\$ 157.00	\$ 133.00	\$ 121.75	
1-1/4" Flare Coupling (H-15400)						\$ 68.00	\$ 59.00	\$ 52.25	
1-1/4" Compression Roundway (B-44-555M)						\$ 132.00	\$ 162.00	\$ 142.50	
1-1/4" Compression Corporation Stop (FB-1000-55)						\$ 140.00	\$ 140.00	\$ 117.75	
1-1/4" Compression Coupling (H-15403)						\$ 63.00	\$ 54.00	\$ 31.25	
1-1/2" Flare Roundway (B-25154)						\$ 265.00	\$ 225.00	\$ 200.50	
1-1/2" Flare Corporation Stop (B-25155)						\$ 147.00	\$ 330.00	\$ 162.00	
1-1/2" Flare Coupling (H-15400)						\$ 99.00	\$ 85.00	\$ 76.50	
1-1/2" Compression Roundway (B-25209)						\$ 267.00	\$ 218.00	\$ 205.75	
1-1/2" Compression Corporation Stop (B-25008)						\$ 157.00	\$ 136.00	\$ 123.25	
1-1/2" Compression Coupling (H-15403)						\$ 78.00	\$ 68.00	\$ 60.50	
2" Flare Roundway (B-25154)						\$ 409.00	\$ 370.00	\$ 324.50	
2" Flare Corporation Stop (B-25000)						\$ 273.00	\$ 235.00	\$ 215.25	
2" Flare Coupling (H-15400)						\$ 158.00	\$ 93.00	\$ 124.75	
2" Compression Roundway (B-25155)						\$ 388.00	\$ 330.00	\$ 295.25	
2" Compression Corporation Stop (B-25008)						\$ 249.00	\$ 220.00	\$ 203.75	
2" Compression Coupling (H-15403)						\$ 107.00	\$ 90.00	\$ 81.50	
						<b>SUB TOTAL</b>	<b>\$ 3,815.00</b>	<b>\$ 3,671.50</b>	<b>\$ 3,196.00</b>
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REP-22)						No Quote	No Quote	\$ 74.00	
1x10.50 Ball Curb CTS x CTS - No Lead (76100REP-22)						No Quote	No Quote	\$ 105.25	
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REPG)						No Quote	No Quote	\$ 74.00	
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REPG)						No Quote	No Quote	\$ 74.00	
1x10.50 Ball Curb CTS x CTS - No Lead (76100REPG)						No Quote	No Quote	\$ 105.25	
3/4x10.50 Ball Curb Flare x CTS - No Lead (76100REPCQ)						No Quote	No Quote	\$ 82.25	
3/4x10.12 Ball Curb CTS x CTS with Lock Wing - No Lead (76100WREPG)						No Quote	No Quote	\$ 75.75	
3/4x9.75 Ball Curb FNPT x CTS - No Lead (76102REPG)						No Quote	No Quote	\$ 67.00	
1x10.25 Ball Curb FNPT x CTS - No Lead (76102REPG)						No Quote	No Quote	\$ 96.25	
3/4x10.12 Minn. Ball Curb CTS x CTS - No Lead (76104REPG)						No Quote	No Quote	\$ 79.25	
1x10.50 Minn. Ball Curb CTS x CTS - No Lead (76104REPG)						No Quote	No Quote	\$ 110.50	
3/4x10.50 Minn. Ball Curb Flare x CTS - No Lead (76104REPCQ)						No Quote	No Quote	\$ 87.75	
1x10.25 Minn. Ball Valve FNPT x CTS - No Lead (76106REPG)						No Quote	No Quote	\$ 101.50	
3/4x10.50 Ball Curb CTS x MNPT - No Lead (76107REPG)						No Quote	No Quote	\$ 75.00	
1x11.12 Ball Curb CTS x MNPT - No Lead (76104REPG)						No Quote	No Quote	\$ 101.50	
						<b>SUB TOTAL</b>	<b>No Quote</b>	<b>No Quote</b>	<b>\$ 1,309.25</b>
						<b>TOTAL</b>	<b>\$ 3,815.00</b>	<b>\$ 3,671.50</b>	<b>\$ 4,505.25</b>
						<b>TOTALS WITH NO BIDS</b>	<b>\$ 3,815.00</b>	<b>\$ 3,671.50</b>	<b>\$ 3,196.00</b>



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

**A RESOLUTION ACCEPTING A PROPOSAL FROM UNDERGROUND PIPE & VALVE CO., FOR MUELLER BRAND BRASS FITTINGS AT THE PROPOSED UNIT PRICES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Underground Pipe & Valve Co., for Mueller Brand brass fittings for the maintenance of the water system for a period of May 1, 2020 through April 30, 2021, 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 February, 2020.**

**AYES:**

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

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

\_\_\_\_\_  
**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2020.**

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

ATTEST:

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


APPROVED AS TO FORM:

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

2020-2021 City of Darien Water Department Parts Purchase List

<b>No Lead Brass - Fittings (Mueller Brand Only)</b>		
		<b>Price</b>
3/4" Flare Roundway (B-25154)		\$63.25
3/4" Flare Corporation Stop (H-15000)		26.50
3/4" Flare Coupling (H-15400)		14.75
3/4" Compression Roundway (B-25155)		62.50
3/4" Compression Corporation Stop (H-15008)		28.25
3/4" Compression Coupling (H-15403)		16.00
1" Flare Roundway (B-25154)		85.25
1" Flare Corporation Stop (H-15008)		40.25
1" Flare Coupling (H-15400)		25.50
1" Compression Roundway (B-25155)		91.25
1" Compression Corporation Stop (H-15008)		42.75
1" Compression Coupling (H-15403)		18.25
1-1/4" Flare Roundway (B-25154)		142.50
1-1/4" Flare Corporation Stop (H-15000)		121.75
1-1/4" Flare Coupling (H-15400)		52.25
1-1/4" Compression Roundway (B-44-555M)		142.50
1-1/4" Compression Corporation Stop (FB-1000-55)		117.75
1-1/4" Compression Coupling (H-15403)		31.25
1-1/2" Flare Roundway (B-25154)		200.50
1-1/2" Flare Corporation Stop (B-25155)		162.00
1-1/2" Flare Coupling (H-15400)		76.50
1-1/2" Compression Roundway (B-25209)		205.75
1-1/2" Compression Corporation Stop (B-25008)		123.25
1-1/2" Compression Coupling (H-15403)		60.50
2" Flare Roundway (B-25154)		324.50
2" Flare Corporation Stop (B-25000)		215.25
2" Flare Coupling (H-15400)		124.75
2" Compression Roundway (B-25155)		295.25
2" Compression Corporation Stop (B-25008)		203.75
2" Compression Coupling (H-15403)		81.50
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REP-22)		74.00
1x10.50 Ball Curb CTS x CTS - No Lead (76100REP-22)		105.25
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REPG)		74.00
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REPG)		74.00
1x10.50 Ball Curb CTS x CTS - No Lead (76100REPG)		105.25
3/4x10.50 Ball Curb Flare x CTS - No Lead (76100REPCQ)		82.25
3/4x10.12 Ball Curb CTS x CTS with Lock Wing - No Lead (76100WREPG)		75.75
3/4x9.75 Ball Curb FNPT x CTS - No Lead (76102REPG)		67.00
1x10.25 Ball Curb FNPT x CTS - No Lead (76102REPG)		96.25
3/4x10.12 Minn. Ball Curb CTS x CTS - No Lead (76104REPG)		79.25
1x10.50 Minn. Ball Curb CTS x CTS - No Lead (76104REPG)		110.50
3/4x10.50 Minn. Ball Curb Flare x CTS - No Lead (76104REPCQ)		87.75
1x10.25 Minn. Ball Valve FNPT x CTS - No Lead (76106REPG)		101.50
3/4x10.50 Ball Curb CTS x MNPT - No Lead (76107REPG)		75.00
1x11.12 Ball Curb CTS x MNPT - No Lead (76104REPG)		101.50

## City of Darien Water Department Parts Purchase List

<b>Company Name:</b>	Underground Pipe & Valve Co.
<b>Address:</b>	PO Box 279, Plainfield, IL 60544
<b>Submitted By-Print Name:</b> Jason Henschen	
<b>Date:</b>	November 13, 2019
<b>Office Telephone Number:</b> 815-730-1180	
<b>Mobile Telephone Number:</b> 815-509-9402	
<b>Fax Number:</b>	815-730-1270
<b>E-mail Address:</b>	jasonh@upvco.com
<b>Authorized Signature:</b>	

**AGENDA MEMO**  
**Municipal Services Committee**  
**January 27, 2020**

**ISSUE STATEMENT**

Preliminary approval of a [resolution](#) for the 2020 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract with Suburban Concrete, Inc. in an amount not to exceed \$652,920.00 and to waive the residential \$75.00 permit fee application for concrete work.

**BACKGROUND/HISTORY**

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY 20-21 Budget allocates for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as [Attachment A](#).

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

Attached and labeled as [Attachment B](#), please find the prices received at the bid opening held on January 2, 2020. Staff received seven (7) bids with the lowest bidder being Suburban Concrete, Inc.

**STAFF RECOMMENDATION**

Pending final funding for the program, staff recommends approval of the contract from Suburban Concrete, Inc. in an amount not to exceed \$652,920.00 for the 2020 Sidewalk, Apron and Curb and Gutter Removal Replacement Program and Curb and Gutter Placement and to waive the residential \$75.00 permit fee application for concrete work.

Pending the FY20-21 Budget approval, the proposed contract will be forwarded to an upcoming City Council Meeting for formal approval.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on an upcoming City Council Meeting for formal consideration and subject to the FY20-21 Budget approval.





**2020 CONCRETE SIDEWALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM**

	A	B	C	D	E	F	G
1	<b>SIDEWALK COST:</b>						
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST STREET DEPT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
3	DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	20,500	SQUARE FOOT	\$ 5.50	\$ 112,750.00	\$	\$ 112,750.00
4	ADA SIDEWALK	1,500	SQUARE FOOT	\$ 19.00	\$ 28,500.00	\$	\$ 28,500.00
5	SIDEWALK RESTORATION-WATER DEPT	1,000	SQUARE FOOT	\$ 5.35	\$	\$ 5,350.00	\$ 5,350.00
6	<b>TOTAL SIDEWALK COST:</b>				<b>\$ 141,250.00</b>	<b>\$ 5,350.00</b>	<b>\$ 146,600.00</b>
7	<b>APRON COST:</b>						
8	APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	2,500	SQUARE FOOT	\$ 6.00	\$ 15,000.00	\$	\$ 15,000.00
9	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.00	\$ 10,000.00	\$	\$ 10,000.00
10	APRON RESTORATION	2,500	SQUARE FOOT	\$ 6.00	\$	\$ 15,000.00	\$ 15,000.00
11	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.00	\$	\$ 10,000.00	\$ 10,000.00
12	<b>TOTAL APRON COSTS:</b>				<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 50,000.00</b>
13	<b>CURB AND GUTTER COST:</b>						
14	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	STREET DEPARTMENT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
15	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM	21,000	LINEAL FOOT	\$ 18.85	\$ 395,850.00	\$	\$ 395,850.00
16	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM CONTINGENCY	1,100	LINEAL FOOT	\$ 18.85	\$ 20,735.00	\$ 20,735.00	\$ 41,470.00
17	67TH STREET SPECIAL CURB AND GUTTER	1,000	LINEAL FOOT	\$ 19.00	\$ 19,000.00	\$	\$ 19,000.00
18	<b>TOTAL CURB AND GUTTER COST:</b>				<b>\$ 435,585.00</b>	<b>\$ 20,735.00</b>	<b>\$ 456,320.00</b>
19	<b>TOTAL PROPOSED EXPENDITURE</b>				<b>\$ 601,835.00</b>	<b>\$ 51,085.00</b>	<b>\$ 652,920.00</b>
20							

**2020 CONCRETE PROGRAM COST SUMMARY**

	A	B
	ACCOUNT NO. AND DESCRIPTION	BUDGET ALLOCATION
24	25-35-4380 SIDEWALK PROGRAM	\$ 112,750.00
25	25-35-4380 SIDEWALK PROGRAM-ADA	\$ 28,500.00
26		
27	25-35-4383 CURB AND GUTTER	\$ 395,850.00
	25-35-4383 CURB AND GUTTER CONTINGENCY	\$ 20,735.00
28	25-35-4383 67TH STREET SPECIAL CURB AND GUTTER	\$ 19,000.00
29	25-35-4383 APRON REMOVAL AND REPLACEMENT-PW PROJECTS CURB AND GUTTER RELATED	\$ 15,000.00
30	25-35-4383 APRON SEALER-PW PROJECTS-	\$ 10,000.00
31	<b>TOTAL</b>	<b>\$ 601,835.00</b>
32	<b>23-35-4383 BUDGET</b>	<b>\$ 601,835.00</b>
33		
34	02-50-4231-MAINT WATER SYSTEM-FLATWORK SIDEWALK	\$ 5,350.00
35	02-50-4231-MAINT WATER SYSTEM-FLATWORK APRON	\$ 25,000.00
36	02-50-4231-MAINT WATER SYSTEM-FLATWORK CURB & GUTTER	\$ 20,735.00
37	<b>SUB TOTAL</b>	<b>\$ 51,085.00</b>
38	<b>BUDGET</b>	<b>\$ 51,085.00</b>
39	<b>TOTAL PROGRAM COST</b>	<b>\$ 652,920.00</b>

MEMO

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

SEALED BID: 2020 Concrete Program

OPENING DATE/TIME: January 2, 2020 @ 9:30 a.m.

ITEM	DESCRIPTION	Quantity - Maximum Proposed	Suburban Concrete Inc.		D'Land Construction LLC		Schroeder & Schroeder Inc.		Globe Construction		A Lamp Concrete Contractors, Inc.		Whiteline Construction, Inc.		Davis Concrete Construction, Co.	
			bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond		
1	PCC-Sidewalk in place	17,500-22,500	\$ 5.50	\$ 123,750.00	\$ 7.50	\$ 168,750.00	\$ 7.95	\$ 178,875.00	\$ 6.40	\$ 144,000.00	\$ 9.50	\$ 213,750.00	\$ 7.50	\$ 168,750.00	\$ 8.10	\$ 182,250.00
2	PCC-Sidewalk in place-ADA	700-1,000	\$ 19.00	\$ 19,000.00	\$ 30.00	\$ 30,000.00	\$ 32.00	\$ 32,000.00	\$ 8.80	\$ 8,800.00	\$ 25.00	\$ 25,000.00	\$ 11.00	\$ 11,000.00	\$ 38.00	\$ 38,000.00
3	PCC-Driveway Apron	2,000-10,500	\$ 4.00	\$ 42,000.00	\$ 8.75	\$ 91,875.00	\$ 8.50	\$ 89,250.00	\$ 6.40	\$ 67,200.00	\$ 12.50	\$ 131,250.00	\$ 9.00	\$ 94,500.00	\$ 9.10	\$ 95,550.00
3A	PCC-Driveway Apron w/fiber mesh	2000-15,500	\$ 6.00	\$ 93,000.00	\$ 9.50	\$ 147,250.00	\$ 8.95	\$ 138,725.00	\$ 6.50	\$ 100,750.00	\$ 13.00	\$ 201,500.00	\$ 9.50	\$ 147,250.00	\$ 9.50	\$ 147,250.00
4	PCC Curb & Gutter w/concrete grout (CLSM)	21,500-27,500	\$ 18.85	\$ 518,375.00	\$ 30.00	\$ 825,000.00	\$ 23.50	\$ 646,250.00	\$ 29.00	\$ 797,500.00	\$ 28.00	\$ 770,000.00	\$ 32.00	\$ 880,000.00	\$ 28.95	\$ 796,125.00
4A	67th St special PCC curb & gutter & backfill	0-1000	\$ 19.00	\$ 19,000.00	\$ 45.00	\$ 45,000.00	\$ 32.50	\$ 32,500.00	\$ 34.80	\$ 34,800.00	\$ 35.00	\$ 35,000.00	\$ 35.00	\$ 35,000.00	\$ 28.95	\$ 28,950.00
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 12.00	\$ 12.00	\$ 20.00	\$ 20.00	\$ 8.50	\$ 8.50	\$ 9.00	\$ 9.00	\$ 15.00	\$ 15.00	\$ 9.25	\$ 9.25	\$ 9.50	\$ 9.50
6	Concrete sealer-apron	TBD	\$ 4.00	\$ 4.00	\$ 15.00	\$ 15.00	\$ 1.00	\$ 1.00	\$ 5.75	\$ 5.75	\$ 2.00	\$ 2.00	\$ 0.50	\$ 0.50	\$ 10.00	\$ 10.00
7	Concrete sealer-driveway	TBD	\$ 4.00	\$ 4.00	\$ 15.00	\$ 15.00	\$ 1.00	\$ 1.00	\$ 5.75	\$ 5.75	\$ 2.00	\$ 2.00	\$ 0.25	\$ 0.25	\$ 10.00	\$ 10.00
8	High Early Cement 7-Bag Mix	TBD	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 9.00	\$ 9.00	\$ 150.00	\$ 150.00	\$ 270.00	\$ 270.00	\$ 40.00	\$ 40.00
<b>TOTALS</b>				\$ 815,345.00		\$ 1,308,175.00		\$ 1,117,760.50		\$ 1,153,079.50		\$ 1,376,669.00		\$ 1,336,780.00		\$ 1,288,194.50



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

**A RESOLUTION APPROVING A CONTRACT FOR THE 2020 CONCRETE SIDEWALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM WITH SUBURBAN CONCRETE, INC., IN AN AMOUNT NOT TO EXCEED \$652,920.00 AND TO WAIVE THE RESIDENTIAL \$75.00 PERMIT FEE APPLICATION FOR CONCRETE WORK.**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2020 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete, Inc. in an amount not to exceed \$652,920.00, attached hereto as "[Exhibit A](#)".

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, 3<sup>rd</sup> day of February, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

Schedule of Prices for:

**SUMMARY SCHEDULE**

All bids shall be sealed and returned prior to the bid opening at 9:30 a.m. on Thursday, January 2, 2020 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

NO.	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	PCC-SIDEWALK IN PLACE	17,500-22,500	SQUARE FOOT	22,500 X Unit Cost	5.50	123,750.00
2.	PCC-SIDEWALK IN PLACE-ADA	700-1000	SQUARE FOOT	1000 X Unit Cost	19.00	19,000.00
3.	PCC-DRIVE WAY APRON	2,000-10,500	SQUARE FOOT	10,500 X Unit Cost	4.00	42,000.00
3A.	PCC-DRIVE WAY APRON WITH FIBER MESH	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	6.00	93,000.00
4.	PCC CURB AND GUTTER - WITH CONCRETE GROUT (CLSM)	21,000-27,500	LINEAL FOOT	27,500 X Unit Cost	18.85	518,375.00
4 A.	67 <sup>TH</sup> STREET SPECIAL PCC CURB AND GUTTER AND BACKFILL	0-1000	LINEAL FOOT	1000 X Unit Cost	19.00	19,000.00
5.	DRIVEWAY CONCRETE WITH WIRE MESH OR FIBER MESH CONCRETE MIX	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	12.00	12.00
6.	CONCRETE SEALER - APRON	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.00	4.00
7.	CONCRETE SEALER - DRIVEWAY	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.00	4.00
8.	HIGH EARLY CEMENT 7-BAG MIX	TO BE DETERMINED	CUBIC YARD	1 X Unit Cost	200.00	200.00
9.	<b>TOTAL PROJECT COST</b>					

Total Project Cost in written form: Eight Hundred Fifteen Thousand Three Hundred Forty Five

Below, please find an item description of the abovementioned: 815,345.00

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

**VENDOR INFORMATION**

The Contract shall begin on May 1, 2020 and be in effect until April 30, 2021.

**TO BE COMPLETED BY VENDOR**

COMPANYNAME: SUBURBAN CONCRETE INC.

CONTACT PERSON: PHU HENRY

ADDRESS: 21227 W COMMERCIAL DR STE B

CITY, STATE, ZIP CODE: MUNDELEIN IL 60060

TELEPHONE NUMBER: Office 847-837-8805 Mobile 847-833-2046

FACSIMILE NUMBER: 847-837-8827

E-MAIL ADDRESS: SUBURBANCONCRETE@COMCAST.NET

AUTHORIZED SIGNATURE: 

**CITY OF DARIEN**

**CONTRACT**

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

**WITNESSETH**

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

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

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

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

**Unit Pricing for the 2020 Sidewalk/Driveway/Apron and Curb and Gutter Concrete Replacement Program**

(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**  
**January 27, 2020**

**ISSUE STATEMENT**

A [resolution](#) authorizing the Mayor to execute a contract extension with Rag's Electric, Inc., for the 2020/21 Street Light Maintenance Contract beginning May 1, 2020 through April 30, 2021.

**BACKGROUND/HISTORY**

On March 7, 2018 staff had received four (4) sealed bids for the 2020/21 Street Light Maintenance Contract. Attached, please find the bid tabulation, labeled as [Attachment A](#), for costs to repair street lights, hourly rates for labor, equipment, and lamp costs. The attached tabulation also includes a pricing schedule for two additional option years. The proposed contract extension would be the second extension, year three (3) of a three (3) year contract.

Below, please find a summary of the items within the proposed contract and attached please find [Attachment B](#) labeled as Proposed Cost Estimates for 2020/21.

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

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

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

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

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

**Option 4a-Aluminum Pole-Option 4b-Concrete Pole-Option 5-Uniduct-Option 6-Straightening Concrete Poles**

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

The Street Light Contract was further bid for 2 additional option years, 2019/20 and 2020/21. Upon performance review, an extension would be entertained at a future date for City Council approval.

The 2020/21 Budget calls out for the funding for the Street Light Program from the following line items:

Street Light Maintenance

January 27, 2020

Page 2

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20/21 BUDGET	PROPOSED EXPENDITURE
01-30-4359	STREET LIGHT OPERATION & MAINTENANCE	\$ 38,000	\$ 38,000
01-30-4359	STREET LIGHT INSTALLATION	\$ 10,000	\$10,000
	TOTAL	\$ 48,000	\$ 48,000

**STAFF RECOMMENDATION**

Staff recommends approval of the contract extension through the attached resolution.

**ALTERNATE CONSIDERATION**

Not approving the street light maintenance contract.

**DECISION MODE**

This item will be placed on the agenda for formal consideration at the February 3, 2020 City Council meeting.

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

SEALED BID: 2018-2020 Street Light Maintenance

OPENING DATE/TIME: March 7, 2018 @ 10:00 a.m.

			<b>Rag's Electric, Inc.</b>	<b>Rag's Electric, Inc.</b>	Lyons Electric Company, Inc.	Meade, Inc	H & H Electric Co.			
				<b>renegotiated</b>						
ITEM	DESCRIPTION									
	Part A - 2018		\$ 41,761.00	\$ 40,411.00	\$ 70,165.00	\$ 49,070.43	\$ 43,619.23			
	Part B - 2018		\$ 713.00	\$ 713.00	\$ 1,146.00	\$ 953.14	\$ 880.73			
	Total 2018		<b>\$ 42,474.00</b>	<b>\$ 41,124.00</b>	<b>\$ 71,311.00</b>	<b>\$ 50,023.57</b>	<b>\$ 44,499.96</b>			
	Part A - 2019		\$ 42,969.00	\$ 41,219.00	\$ 72,367.00	\$ 51,031.92	\$ 43,619.23			
	Part B - 2019		\$ 726.00	\$ 726.00	\$ 1,186.00	\$ 991.26	\$ 880.73			
	Total 2019		<b>\$ 43,695.00</b>	<b>\$ 41,945.00</b>	<b>\$ 73,553.00</b>	<b>\$ 52,023.18</b>	<b>\$ 44,499.96</b>			
	Part A - 2020		\$ 44,079.00	\$ 41,929.00	\$ 74,598.00	\$ 53,073.70	\$ 43,619.23			
	Part B - 2020		\$ 741.00	\$ 741.00	\$ 1,231.00	\$ 1,030.89	\$ 880.73			
	Total 2020		<b>\$ 44,820.00</b>	<b>\$ 42,670.00</b>	<b>\$ 75,829.00</b>	<b>\$ 54,104.59</b>	<b>\$ 44,499.96</b>			
Total			<b>\$ 130,989.00</b>	<b>\$ 125,739.00</b>	\$ 220,693.00	\$ 156,151.34	\$ 133,499.88			

## BID TALLY

Company Name	Year	Street Light Repair Total Item 1	Hourly Labor Rate Ranking item 2	Lamp Charges Item 3a,b,c,d,e	Option 4a Aluminum Pole	Option 4a Aluminum Pole renegotiated	Option 4b Concrete Pole	Option 5 Cost for Uniduct	Option 5 Cost for Uniduct renegotiated	Option 6 Straighten Concrete Poles	Total Unit Costs
H & H Electric, Co.	2018	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
	2019	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
	2020	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
Meade, Inc.	2018	\$ 523.08	\$ 680.05	\$ 2,045.70	\$ 2,201.21		\$ 3,717.03	\$ 19.37		\$ 864.54	\$ 10,050.98
	2019	\$ 544.00	\$ 707.25	\$ 2,127.53	\$ 2,289.26		\$ 3,865.71	\$ 20.14		\$ 899.12	\$ 10,453.01
	2020	\$ 565.76	\$ 735.53	\$ 2,212.63	\$ 2,380.83		\$ 4,020.34	\$ 20.95		\$ 935.08	\$ 10,871.12
Lyon's Electric Co., Inc.	2018	\$ 885.00	\$ 710.00	\$ 2,255.00	\$ 4,500.00		\$ 4,650.00	\$ 20.00		\$ 600.00	\$ 13,620.00
	2019	\$ 912.00	\$ 733.00	\$ 2,324.00	\$ 4,635.00		\$ 4,790.00	\$ 21.00		\$ 618.00	\$ 14,033.00
	2020	\$ 939.00	\$ 758.00	\$ 2,394.00	\$ 4,774.00		\$ 4,934.00	\$ 22.00		\$ 637.00	\$ 14,458.00
Rag's Electric, Inc.	2018	\$ 420.00	\$ 441.00	\$ 2,020.00	\$ 3,500.00	\$ 3,000.00	\$ 3,700.00	\$ 12.00	\$ 10.25	\$ 130.00	\$ 9,721.25
	2019	\$ 430.00	\$ 449.00	\$ 2,020.00	\$ 3,600.00	\$ 3,000.00	\$ 3,800.00	\$ 13.00	\$ 10.25	\$ 130.00	\$ 9,839.25
	2020	\$ 435.00	\$ 459.00	\$ 2,020.00	\$ 3,700.00	\$ 3,000.00	\$ 3,900.00	\$ 14.00	\$ 10.25	\$ 130.00	\$ 9,954.25

## COST TO REPAIR STREET LIGHT OUTAGE

<b>2018 PRICING</b>	
	Item 1
Company Name	Cost of Street Light Repair
H & H Electric Co	\$ 453.20
<b>Rag's Electric, Inc.</b>	<b>\$ 420.00</b>
Meade, Inc.	\$ 523.08
Lyons Electric Co. Inc.	\$ 885.00
<b>2019 PRICING</b>	
Company Name	Cost of Street Light Repair
H & H Electric Co	\$ 453.20
<b>Rag's Electric, Inc.</b>	<b>\$ 430.00</b>
Meade, Inc.	\$ 544.00
Lyons Electric Co. Inc.	\$ 912.00
<b>2020 PRICING</b>	
Company Name	Cost of Street Light Repair
H & H Electric Co	\$ 453.20
<b>Rag's Electric, Inc.</b>	<b>\$ 435.00</b>
Meade, Inc.	\$ 565.76
Lyons Electric Co. Inc.	\$ 939.00

## HOURLY RATES

### 2018 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 120.78	\$ 178.70	\$ 94.22	\$ 139.35	\$ 39.00	\$ 46.00	\$ 20.00	\$ 42.00	\$ 680.05
Lyons Electric Co., Inc.	\$ 119.00	\$ 173.00	\$ 99.00	\$ 144.00	\$ 55.00	\$ 45.00	\$ 25.00	\$ 50.00	\$ 710.00
Rag's Electric, Inc.	\$ 110.00	\$ 145.00	\$ 65.00	\$ 85.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 441.00

### 2019 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 125.61	\$ 185.85	\$ 97.99	\$ 144.92	\$ 40.56	\$ 47.84	\$ 20.80	\$ 43.68	\$ 707.25
Lyons Electric Co., Inc.	\$ 123.00	\$ 178.00	\$ 102.00	\$ 148.00	\$ 57.00	\$ 47.00	\$ 26.00	\$ 52.00	\$ 733.00
Rag's Electric, Inc.	\$ 112.00	\$ 147.00	\$ 67.00	\$ 87.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 449.00

### 2020 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 130.63	\$ 193.28	\$ 101.91	\$ 150.72	\$ 42.18	\$ 49.75	\$ 21.63	\$ 45.43	\$ 735.53
Lyons Electric Co., Inc.	\$ 127.00	\$ 184.00	\$ 105.00	\$ 153.00	\$ 59.00	\$ 49.00	\$ 27.00	\$ 54.00	\$ 758.00
Rag's Electric, Inc.	\$ 114.00	\$ 150.00	\$ 69.00	\$ 90.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 459.00

## LAMP TALLY

<b>2018 PRICING</b>	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F- MV-NW-2-GY-1A		Leotak GC2-80F- MV-NW-3-GY-1A		Eye Lighting LES- 37W-333-840- HWD		Eye Lighting LES- 57W-333-840- HWD		Eye Lighting P-L4- 45-5-7-U-Y-N-R- E1		
Company Name											Total Lamp Charge
Rags Electric, Inc.		\$ 250.00		\$516.00		\$215.00		\$245.00		\$794.00	\$ 2,020.00
Meade, Inc.		\$ 247.50		\$513.55		\$217.38		\$248.81		\$818.46	\$ 2,045.70
H & H Electric, Co.		\$ 279.20		\$579.20		\$240.80		\$275.60		\$906.60	\$ 2,281.40
Lyons Electric Co., Inc.		\$ 285.00		\$580.00		\$245.00		\$295.00		\$850.00	\$ 2,255.00
<b>2019 PRICING</b>	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F- MV-NW-2-GY-1A		Leotak GC2-80F- MV-NW-3-GY-1A		Eye Lighting LES- 37W-333-840- HWD		Eye Lighting LES- 57W-333-840- HWD		Eye Lighting P-L4- 45-5-7-U-Y-N-R- E1		
Company Name											Total Lamp Charge
Rags Electric, Inc.		\$ 250.00		\$516.00		\$215.00		\$245.00		\$794.00	\$ 2,020.00
Meade, Inc.		\$ 257.40		\$534.09		\$226.08		\$258.76		\$851.20	\$ 2,127.53
H & H Electric, Co.		\$ 279.20		\$579.20		\$240.80		\$275.60		\$906.60	\$ 2,281.40
Lyons Electric Co., Inc.		\$ 294.00		\$598.00		\$252.00		\$304.00		\$876.00	\$ 2,324.00
<b>2020 PRICING</b>	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F- MV-NW-2-GY-1A		Leotak GC2-80F- MV-NW-3-GY-1A		Eye Lighting LES- 37W-333-840- HWD		Eye Lighting LES- 57W-333-840- HWD		Eye Lighting P-L4- 45-5-7-U-Y-N-R- E1		
Company Name											Total Lamp Charge
Rags Electric, Inc.		\$ 250.00		\$516.00		\$215.00		\$245.00		\$794.00	\$ 2,020.00
Meade, Inc.		\$ 267.70		\$555.45		\$235.12		\$269.11		\$885.25	\$ 2,212.63
H & H Electric, Co.		\$ 279.20		\$579.20		\$240.80		\$275.60		\$906.60	\$ 2,281.40
Lyons Electric Co., Inc.		\$ 303.00		\$616.00		\$260.00		\$313.00		\$902.00	\$ 2,394.00

**2018 - OPTION SUMMARY-renegotiated**

<b>Company Name</b>	<b>Option 4a Aluminum Pole (Each)</b>	<b>Option 4a Aluminum Pole (Each) renegotiated</b>	<b>Option 4b Concrete Pole (Each)</b>	<b>Option 5 Cost for Uniduct (Per Foot)</b>	<b>Option 5 Cost for Uniduct (Per Foot) renegotiated</b>	<b>Option 6 Straightening Concrete Poles (Each)</b>	<b>Total Option Price</b>
H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,201.21		\$ 3,717.03	\$ 19.37		\$ 864.54	\$ 6,802.15
Lyons Electric Co., Inc.	\$ 4,500.00		\$ 4,650.00	\$ 20.00		\$ 600.00	\$ 9,770.00
Rag's Electric, Inc.	\$ 3,500.00	\$ 3,000.00	\$ 3,700.00	\$ 12.00	\$ 10.25	\$ 130.00	\$ 6,840.25

**2019 - OPTION SUMMARY-renegotiated**

H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,289.26		\$ 3,865.71	\$ 20.14		\$ 899.12	\$ 7,074.23
Lyons Electric Co., Inc.	\$ 4,635.00		\$ 4,790.00	\$ 21.00		\$ 618.00	\$ 10,064.00
Rag's Electric, Inc.	\$ 3,600.00	\$ 3,000.00	\$ 3,800.00	\$ 13.00	\$ 10.25	\$ 130.00	\$ 6,940.25

**2020 - OPTION SUMMARY-renegotiated**

H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,380.83		\$ 4,020.34	\$ 20.95		\$ 935.08	\$ 7,357.20
Lyons Electric Co., Inc.	\$ 4,774.00		\$ 4,934.00	\$ 22.00		\$ 637.00	\$ 10,367.00
Rag's Electric, Inc.	\$ 3,700.00	\$ 3,000.00	\$ 3,900.00	\$ 14.00	\$ 10.25	\$ 130.00	\$ 7,040.25





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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT EXTENSION WITH RAG’S ELECTRIC COMPANY INC. FOR THE 2020/21 STREET LIGHT MAINTENANCE CONTRACT BEGINNING MAY 1, 2020 THROUGH APRIL 30, 2021**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract extension for the Maintenance Service to repair street lights as required within the City limits between the City of Darien and Rag’s Electric Company. The Contract further identifies a pricing schedule referred to as “Schedule of Prices” for various street light repairs and options, attached hereto as “[Exhibit A](#)”. The extended contract would be effective from May 1, 2020 through April 30, 2021.

**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 February 2020.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Schedule of Prices for:

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

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2020 PRICING</b>					
1	Total cost to repair Street Light Outage	Each	100	\$170.00	\$17,000.00
	Total cost to supply, remove and replace ballast	Each	20	\$225.00	\$4,500.00
	Total cost to supply, remove and replace fuse kit	Each	20	\$40.00	\$800.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$114.00	\$114.00
	Journeyman – Over Time	HR	1	\$150.00	\$150.00
	Helper – Straight Time	HR	1	\$69.00	\$69.00
	Helper – Over Time	HR	1	\$90.00	\$90.00
	Bucket Truck	HR	1	\$25.00	\$25.00
	Lift Truck	HR	1	\$3.00	\$3.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3.	Material Costs				
a.	Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	1	\$250.00	\$250.00
b.	Leotek GC2-80F-MV-NW-3-GY-1A	Ea.	1	\$516.00	\$516.00
c.	Eye Lighting LES-37W-333-840-HWD	Ea.	1	\$215.00	\$215.00
d.	Eye Lighting LES-57W-333-840-HWD	Ea.	1	\$245.00	\$245.00
e.	Eye Lighting P-L4-45-5-7-U-Y-N-R-E1	Ea.	1	\$794.00	\$794.00
4-option	Purchase and Installation of Street Light				
a.	Aluminum pole 25' height with 8' arm – with LED Driver and Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	2	<del>\$3,000.00</del> renegotiated \$3,700.00	<del>\$6,000.00</del> \$7,400.00
b.	Concrete pole 25' height with 8' arm - with LED Driver and Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	2	\$3,900.00	\$7,800.00
5-option	Unit cost for Uniduct (Material and Installation) Material 1 ¼" – XLP-USP with 3 #6 Copper Wires	Ft.	200	<del>\$10.25</del> renegotiated \$14.00	<del>\$2,050.00</del> \$2,800.00
6-option	Straightening of Concrete Light Poles	Ea.	10	\$130.00	\$1,300.00
<b>Part A Sub-Total</b>					<del>\$44,079.00</del> <b>\$41,929.00</b>

## NOTE TO ALL CONTRACTORS:

The bid tabulations will be based upon **Total Cost** of items 1, 2, 3, 4, 5 and 6.

Schedule of Prices for:

**LIGHT POLE MAINTENANCE SERVICES FOR PRIVATE PROPERTY COMMERCIAL  
PARKING LOTS**

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2020 PRICING</b>					
1	Total cost to repair Street Light Outage	Ea.	1	\$170.00	\$170.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$114.00	\$114.00
	Journeyman – Over Time	HR	1	\$150.00	\$150.00
	Helper – Straight Time	HR	1	\$69.00	\$69.00
	Helper – Over Time	HR	1	\$90.00	\$90.00
	Bucket Truck	HR	1	\$25.00	\$25.00
	Lift Truck	HR	1	\$3.00	\$3.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3	Material Costs – High Pressure Sodium:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	150 Watt	Ea.	1	\$10.00	\$10.00
	200 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
4	Material Costs – Mercury Vapor:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	175 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
5	Material Costs – Mercury Halide:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	175 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
<b>Part B Sub-Total</b>					<b>\$741.00</b>

**NOTE TO ALL CONTRACTORS:**

The bid tabulations will be based upon **Total Cost** of items 1, 2, 3, 4 and 5.

## TOTAL COST SUMMARY

SUMMARY COSTS	2018	2019	2020
<b>Part A Sub-Total</b>	\$41,761.00	\$42,969.00	<del>\$44,079.00</del>
<b>Part B Sub-Total</b>	\$713.00	\$726.00	\$741.00
<b>Total Cost of A+B</b>	\$42,474.00	\$43,695.00	<del>\$44,820.00</del> <b>renegotiated \$ 42,670.00</b>

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

Firm Name: Rag's Electric, Inc.

Signature of Authorized Representative: \_\_\_\_\_

Title: President

Date: March 6, 2018

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**January 27, 2020**

**ISSUE STATEMENT**

A [resolution](#) accepting a proposal from Norwalk Tank Company for storm sewer concrete structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2020 through April 30, 2021.

**BACKGROUND**

During the year, the department requires the use of storm sewer concrete structures to be used for various Public Works projects, such as storm sewer maintenance and ditching projects.

Competitive quotes were requested for the storm sewer concrete material, and staff received one (1) competitive quote. The sole bidder was Norwalk Tank Company. See [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2020 through April 30, 2021.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the storm structure material. The total estimated costs for all maintenance and budgetary programs for this item have been approximated to \$90,000.00 pending Capital Project budget approval.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Norwalk Tank Company.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the February 3, 2020 City Council agenda for formal approval.

**STORM SEWER CONCRETE STRUCTURES SUMMARY QUOTE REQUEST  
2020-2021**

MEMO

				<b>Norwalk Tank Company</b>	
<b>DESCRIPTION</b>	<b>QUANTITY- RANGE</b>	<b>UNIT</b>	<b>MULTIPLIER QUANTITY</b>	<b>UNIT PRICE</b>	<b>COSTS</b>
<i>EXAMPLE:</i>			<i>15</i>	\$ 1.00	\$ 15.00
A. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 18-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	\$ 74.00	\$ 1,110.00
B. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	\$ 79.00	\$ 1,185.00
C. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 30-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	10 - 250	EACH	10	\$ 89.00	\$ 890.00
D. TYPE C-CATCH BASIN 30-INCH O.D. X 24-INCH I.D. 36-INCH HIGH WITH TWO HOLES-UP TO 3 HOLES MAY BE REQUIRED	5 - 100	EACH	5	\$ 100.00	\$ 500.00
E. 1-INCH CONCRETE RING	8 - 100	EACH	8	\$ 11.90	\$ 95.20
F. 2-INCH CONCRETE RING	5 - 100	EACH	5	\$ 11.90	\$ 59.50
G. 3-INCH CONCRETE RING	5 - 100	EACH	5	\$ 14.50	\$ 72.50
H. 4-INCH CONCRETE RING	5 - 100	EACH	5	\$ 16.50	\$ 82.50
I. 6-INCH CONCRETE RING	5 - 100	EACH	5	\$ 21.75	\$ 108.75
J. 8-INCH CONCRETE RING	5 - 100	EACH	5	\$ 31.00	\$ 155.00
<b>TOTAL COSTS A - J</b>					\$ <b>4,258.45</b>
<b>QUOTE AWARDED ON TOTAL COST</b>					



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

**A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY FOR STORM SEWER CONCRETE STRUCTURES, IRON SEWER GRATES, CONCRETE ADJUSTING RINGS AT THE PROPOSED UNIT PRICES FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Norwalk Tank Company to provide storm sewer concrete structures, iron sewer grates, concrete adjusting rings at the proposed unit prices for various Public Works projects for a period of May 1, 2020 through April 30, 2021, attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2020.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

STORM SEWER CONCRETE STRUCTURES SUMMARY QUOTE REQUEST

80

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER-QUANTITY	2020-2021		2021-2022		2022-2023	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			15	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00
A TYPE A-INLETS 30-INCH O.D. X 24-INCH I.D. 18-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	74.00	1110.00				
B TYPE A-INLETS 30-INCH O.D. X 24-INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	79.00	1185.00				
C TYPE A-INLETS 30-INCH O.D. X 24-INCH I.D. 30-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	10 - 250	EACH	10	89.00	890.00				
D TYPE C-CATCH BASIN 30-INCH O.D. X 24-INCH I.D. 36-INCH HIGH WITH TWO HOLES-UP TO 3 HOLES MAY BE REQUIRED	5 - 100	EACH	5	100.00	500.00				
E 1-INCH CONCRETE RING	8 - 100	EACH	8	11.90	95.20				
F 2-INCH CONCRETE RING	5 - 100	EACH	5	11.90	59.50				
G 3-INCH CONCRETE RING	5 - 100	EACH	5	14.50	72.50				
H 4-INCH CONCRETE RING	5 - 100	EACH	5	16.50	82.50				
I 6-INCH CONCRETE RING	5 - 100	EACH	5	21.75	108.75				
J 8-INCH CONCRETE RING	5 - 100	EACH	5	31.00	155.00				
<b>TOTAL COSTS A - J</b>					<b>4258.45</b>				
<b>QUOTE AWARDED ON TOTAL COST</b>									
Company Name:	NORWALK TANK COMPANY								
Address:	2121 MAPLE RD, JOLLET, IL 60432								
Submitted By:	MARIL S. KUHAJDA								
Date:	11/9/20								
Telephone Number:	815-722-2760								
Fax Number:	815-726-2945								
E-mail Address:	norwalktd@att.net								
Authorized Signature:	<i>Maril S. Kuhajda</i>								
Note: Product delivery must be available within four (4) days, excluding specialized concrete products.									



**AGENDA MEMO**  
**Municipal Services Committee**  
**January 27, 2020**

**ISSUE STATEMENT**

A [resolution](#) accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices waste for a period of May 1, 2020 through April 30, 2021.

**BACKGROUND**

During the year, the department generates excavated materials from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. On July 30, 2011, Public Act 96-1416 Clean Construction or Demolition Debris (CCDD), became law. The law required the Illinois EPA to propose rules to establish technical requirements for CCDD facilities; set operating standards for uncontaminated soil fill operations; and develop standards for the maximum allowable concentrations of chemical constituents in uncontaminated soil generated during construction or demolition activities and used as fill material.

The law affects owners and operators of CCDD facilities and uncontaminated soil fill operations as well as governmental entities, road builders, landscapers, and other contractors and excavators that deliver CCDD or uncontaminated soil generated from construction or demolition activities to CCDD facilities and uncontaminated soil fill operations.

Staff requested competitive quotes for the required analytical testing services and received one (1) competitive quote (see [Attachment A](#)). The sole bid was provided by Testing Service Corporation. The pricing is to be held in place from May 1, 2020 to April 30, 2021.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$26,000.00.

**STAFF RECOMMENDATION**

Staff recommends accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the February 3, 2020 City Council agenda for formal approval.

## 2020 City of Darien Analytical Soil Testing

		<b>Testing Service Corporation</b>	
		<b>Unit Cost</b>	
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	Each	\$	500.00
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	Hour	\$	125.00
Typically site time is 3 to 4 hours			
Use of PID Instrument for Screening Soils	Each	\$	50.00
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with summary report describing sampling procedures followed and results of analytical testing.	Each	\$	500.00
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	Each	\$	300.00
*Does not include additional analytical testing			
<b>ANALYTICAL TEST</b>			
VOCs	Each	\$	162.00
SVOCs	Each	\$	270.00
PNAs	Each	\$	135.00
RCRA 8 Total metals	Each	\$	113.00
RCRA 8 TCLP metals	Each	\$	203.00
PH	Each	\$	24.00
Preserved vials for volatile testing	Each	\$	12.00
Pesticides/PCBs	Each	\$	162.00
Herbicides	Each	\$	262.00
BTEXs	Each	\$	54.00
EPA 35IAC1100 Full Panel	Each	\$	1,505.00
**Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change			
Note analytical costs for 7 to 10 day turn around			
<b>TOTAL</b>		<b>\$</b>	<b>4,377.00</b>

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

**A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FOR ANALYTICAL SOIL TESTING FEES FROM TESTING SERVICE CORPORATION AT THE PROPOSED UNIT PRICES FOR CERTAIN WASTE FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Testing Services Corporation for analytical soil testing fees per the unit price proposal for a period of May 1, 2020 through April 30, 2021, 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 February, 2020.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**TESTING SERVICE CORPORATION**

**Corporate Office:**  
 360 S. Main Place, Carol Stream, IL 60188-2404  
 630.462.2600 • Fax 630.653.2988

City of Darien is seeking quotes to provide testing services for construction material spoils generated from repair, maintenance, and installation of municipal utilities for a period January 1 2020 to December 31 2020.

UNIT COST

Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	EACH	<u>500</u>	
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	HOUR	<u>125</u>	Typically site time is 3 to 4 hours.
Use of PID Instrument for Screening Soils	HOUR	<u>50</u>	
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with a summary report describing sampling procedures followed and results of analytical testing.	EACH	<u>500</u>	
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	EACH	<u>300</u>	* Does not include additional analytical testing.
<b>ANALYTICAL TEST</b>			
VOCs	EACH	<u>162</u>	
SVOCs	EACH	<u>270</u>	
PNAs	EACH	<u>135</u>	
RCRA 8 Total metals	EACH	<u>113</u>	
RCRA 8 TCLP Metals	EACH	<u>203</u>	
PH	EACH	<u>24</u>	
Preserved Vials for volatile testing	EACH	<u>12</u>	
Pesticides/PCBs	EACH	<u>162</u>	
Herbicides	EACH	<u>262</u>	
BTEXs	EACH	<u>54</u>	
EPA 35IAC1100 Full Panel	EACH	<u>1505</u>	
	TOTAL	<u>4,377</u>	** Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change

Note analytical costs for 7 to 10 day turn around.

David L. Hurst  
 Vice President  
 Testing Service Corporation  
 January 8, 2020

**AGENDA MEMO**  
**Municipal Services Committee**  
**January 27, 2020**

**Issue Statement**

Approval of [resolution](#) releasing the Letter of Credit –No 2015-1613 McNaughton Development, Inc-Rolling Knolls-Darien, Il., in the amount of \$157,102.86 for the Public Improvements for the Rolling Knolls subdivision at Manning Road and Cottage Lane.

**Background**

On January 21, 2019 the City of Darien accepted the public improvements associated with the Rolling Knolls Subdivision, see attached Agenda Memo, labeled as [Attachment A](#). The City Engineer and City staff have conducted a final field inspection and verified there are no outstanding issues. See [Attachment B](#).

During this maintenance period the developer was required to maintain a Letter of Credit on file in the amount of \$157,102.86. The City holds a **second** letter of credit in the amount for \$82,357.44 for the wetlands, wetland buffer, and monitoring period of 3 years. The later LOC will be reduced and move to maintenance upon acceptance from the County. See. [Attachment C](#). This item will brought back to the City Council for approval

**Staff Recommendation**

Staff recommends approval of a resolution releasing the Letter of Credit – No 2015-1613 McNaughton Development, Inc-Rolling Knolls-Darien, IL, in the amount of \$157,102.86 for the Public Improvements.

**Decision Mode**

This item will be placed on the City Council Agenda for formal approval on February 3, 2020.

**AGENDA MEMO**  
**CITY COUNCIL**  
**January 21, 2019**

**Issue Statement**

Approval of a resolution accepting the public improvements for the Rolling Knolls subdivision at Manning Road and Cottage Lane.

**RESOLUTION**

**Background**

Rolling Knolls, a 26 lot single-family subdivision of property at 2100 Manning Road, was approved in 2015 by ordinances O-26-15 and O-27-15. To date McNaughton Development Inc. has built 26 homes and sold 25. They have constructed the public improvements required by the City including grading and erosion control, paving, street lighting, sanitary sewer, water main, storm sewer, and miscellaneous items. A letter of credit was filed to secure the completion of the public improvements for \$1,091,588.46. In 2016, the amount of security required was reduced to \$157,102.86 as the improvements were completed. The City Staff and Engineer, see attached letter from Christopher Burke Engineering, have verified that construction of the public improvements is completed and in compliance, with the exception for repairs required to about 215 feet of curb and gutter. The curb and gutter is valued at approximately \$5,070 and will be replaced through the City's concrete program after May 1, 2019. Funds for the removal and replacement of the curb and gutter are on file from the developer and will be deducted accordingly. At this time, the City recommends acceptance of the public improvements and to begin the one-year mandatory maintenance period. During this period, the \$157,102.86 LOC will remain on file. Please note the developer may replace the LOC with a performance bond or cash bond pending format review. During this period, if any further repairs are needed, they will be made by the City and reimbursed either directly by the developer or using the remaining LOC or bond.

The City holds a second letter of credit in the amount for \$82,357.44 for the wetlands, wetland buffer, and monitoring period of 3 years. The LOC will be reduced and move to maintenance upon acceptance from the County. This item will brought back to the City Council for approval.

**Attachments**

- A – Aerial photo**
- B – Final Plat**
- C – LOC's**
- D – Lynch letter 12.8.18**

**MSC**

The Municipal Services Committee reviewed this item at their meeting on December 26, 2018 and voted 2-0 to recommend approval of the resolution as presented.

2100 Manning Rd



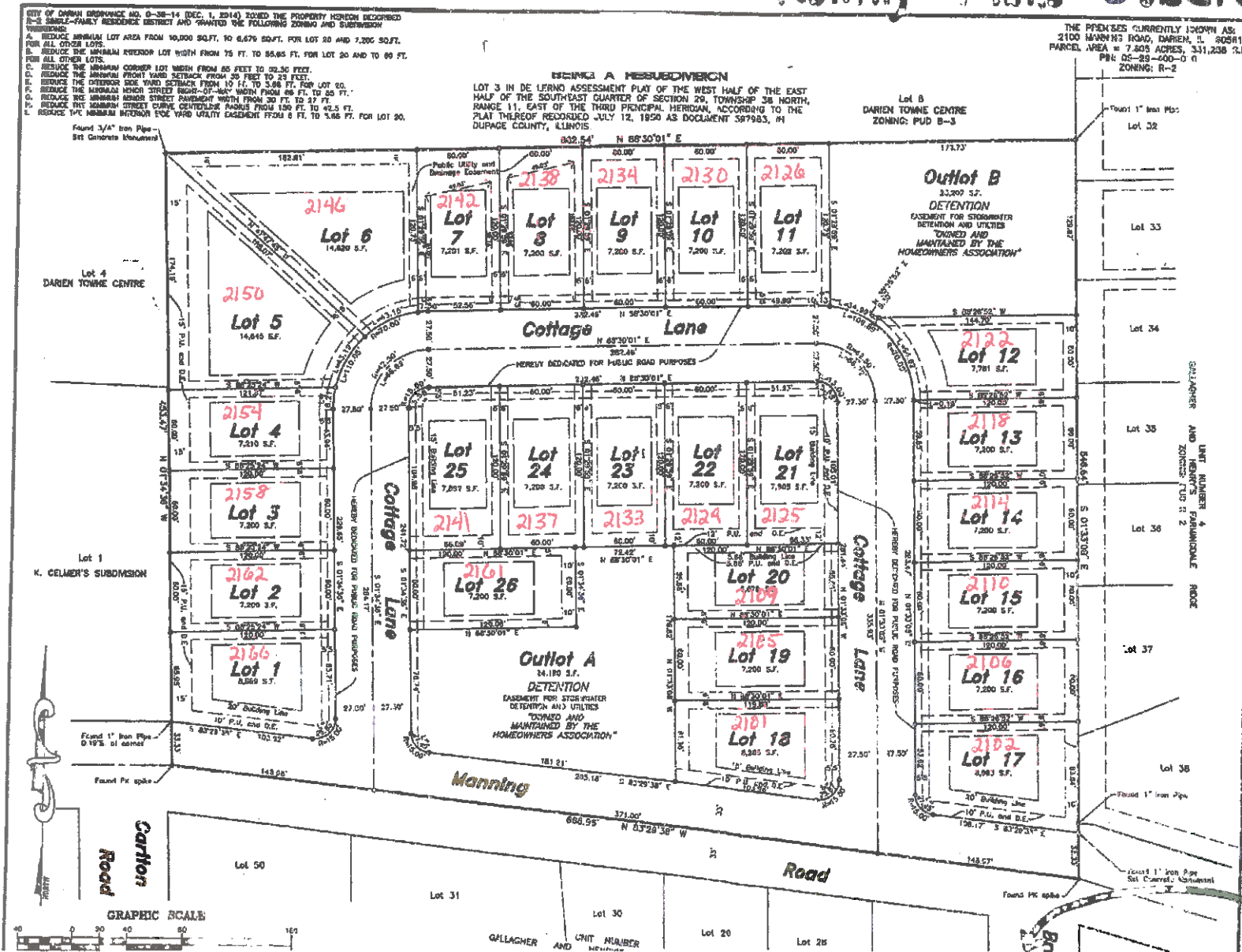
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GIS@dupage.gov

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# Rolling Knolls Subdivision

Darien, IL  
 Address  
 Assignment  
 9-30-15



Brunswick Rd





IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 2015-1613

September 30, 2015

BENEFICIARY

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

APPLICANT

McNaughton Development, Inc.  
115220 S Jackson St. – Suite 101  
Burr Ridge, IL 60527

Amount: \$1,091,588.46  
Expiration Date: September 30, 2016

Gentlemen:

We hereby establish our Irrevocable Credit for McNaughton Development, Inc. in favor of the municipality of the City of Darien in the amount of One Million Ninety One Thousand Five Hundred Eighty Eight and 46/100 Dollars (\$1,091,588.46). We understand that this irrevocable credit is to be used to construct the following improvements in the residential development known as Rolling Knolls to be constructed within the City of Darien, Illinois:

streets; streetlights and signals; sidewalks; the portion of sanitary sewers, storm sewers and water mains to become municipality owned; storm and flood water runoff channels and basins and structures, erosion, sediment control and land movement requirements; required landscaping; and common recreational facilities

The development is legally described as follows:

Lot 3 in Delerno Assessment Plat of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 12, 1950 as Document 597983, in DuPage County, Illinois

If we have not been notified by the municipality of a default by the owner and/or developer, we shall disburse the funds for labor and materials furnished by contractors in accordance with the sworn statement on order of the owner, the submission of proper lien waivers from the contractors engaged in such work and the certificate by the municipal engineer, that such work has been properly completed; provided, however, that we shall withhold from each payment made under such sworn statement(s) or order(s) an amount equal to ten percent (10%) thereof until all improvements have been completed, except final surfacing of the streets and sidewalks, at which time the ten percent (10%) sum withheld shall be disbursed less a sum equal to one hundred twenty five percent (125%) of the cost of the final surfacing of the streets, which sum shall be finally disbursed when that work has been completed and the requirements of certification and lien waivers as has been hereinabove set out.

The required improvements shall be completed in accordance with the following schedule:

(Schedule to be inserted)

# MARQUETTE BANK

If we receive a resolution of the corporate authorities of the City of Darien indicating that the owner and/or developer has failed to satisfactorily complete or carry on the work of the installation and construction of the required improvements, and such resolution indicates that the owner and/or developer has been notified that the municipality find that a breach of the owner's and/or developer's obligations has occurred and have not been cured within a period of thirty (30) days, that in such case we shall make payments for materials and labor to such contractor(s) or subcontractor(s) retained by the municipality who have completed the improvements in substantial accordance with the plans and specifications of the owner and/or developer; such payments shall be made upon the certification of the municipal engineer that the work has been completed and the submission of proper waiver of liens from the contractor(s) or subcontractor(s). The amount of the payouts shall be in accordance with the retention provisions as previously set out.

The irrevocable credit established by us shall be in force for a period of one (1) year, and shall remain in effect without regard to any default in payments of sums owed us by the owner and/or developer and without regard to other claims which we may have against the owner and/or developer. Ninety (90) days prior to the expiration of this irrevocable credit we shall notify the corporate authorities of the City of Darien, by certified letter return receipt requested, of the impending expiration date. This commitment shall not terminate without such notice. If the work covered by this commitment has not been completed within the time set forth in this Agreement, the municipality may at its option continue drawing funds as otherwise provided for an additional period of one (1) year. It is recognized that the municipality is according the owner and/or developer the permission to proceed with the development project expressly upon the guarantee of the irrevocable nature of this commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by Agreements between this financial institution and the developer. The sum of this credit shall, however, be reduced in the amount of disbursements made from time to time in accordance with the terms underwhich this credit is extended as set out above.


To the extent not inconsistent with the express terms hereof, this Letter of Credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices 1998 ("ISP98"), International Chamber of Commerce Publication No. 590, excluding Article 3.14. As to matters not governed by the ISP, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Illinois, including without limitation the Uniform Commercial Code as in effect in the State of Illinois.

MARQUETTE BANK



Mark Wojack  
1<sup>st</sup> Vice President

/KK  
Encl.



Kristin K. Keuch  
Assistant Vice President

# MARQUETTE BANK

## IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 2015-1613

November 10, 2016

BENEFICIARY

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

APPLICANT

McNaughton Development, Inc.  
11S220 S Jackson St. – Suite 101  
Burr Ridge, IL 60527

Amount: \$157,102.86  
Expiration Date: September 30, 2017

Ladies and Gentleman:

We hereby amend our Irrevocable Letter of Credit No. 2015-1613 issued in your favor as follows:

Reduce the amount from \$1,091,588.46 to \$157,102.86.

MARQUETTE BANK

  
Mark Wojack  
1<sup>st</sup> Vice President

/KK  
Encl.

  
Kristin K. Keuch  
Assistant Vice President



# CITY OF DARIEN

In the County of DuPage and the State of Illinois  
Incorporated 1969

November 2, 2016

**CERTIFIED MAIL**  
7009 0820 0002 2515 5970

Mr. Mark Wojack, 1<sup>st</sup> Vice President  
Marquette Bank  
10000 West 151<sup>st</sup> Street  
Orland Park, IL 60462

**RE: Irrevocable Standby Letter of Credit Number 2015-1613  
McNaughton Development, Inc. – Rolling Knolls - Darien, IL**

To Whom It May Concern:

This is to inform you that the developer for the above referenced property has completed a portion of the public improvements.

It is hereby requested that the amount of the Irrevocable Standby Letter of Credit be reduced by Nine Hundred Thirty Four Thousand Four Hundred Eighty Five Dollars and Sixty Cents (\$934,485.60) leaving a balance of One Hundred Fifty Seven Thousand One Hundred Two Dollars and Eighty Six Cents (\$157,102.86).

Please issue an Amendment to Irrevocable Standby Letter of Credit Number 2015-1613 reflecting this reduction.

If you have any questions, please do not hesitate to contact my office at (630) 353-8110.

Sincerely,

**CITY OF DARIEN**

For Anne E. Ragona, CMC  
**CITY CLERK**

cc: Mr. John Barry, McNaughton development; 11S220 Jackson Street; Suite 101; Burr Ridge, IL 60527  
Mr. Daniel Lynch, Christopher B. Burke Engineering, Ltd. 9575 West Higgins Road, Rosemont, IL 60018  
Mr. Daniel Gombac, Director of Municipal Services  
Mr. Steven Manning, Planner



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

9575 West Higgins Road Suite 800 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

October 20, 2016

Revised October 31, 2016

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: JoAnne Ragona, City Clerk

Subject: Rolling Knolls  
Letter of Credit Reduction  
(CBBEL Project No. 950323H174)

Dear JoAnne:

As requested by email on October 5, 2016, we have reviewed the request to reduce the letter of credit for the aforementioned subdivision as prepared by DesignTek Engineering. It has been the City's practice to calculate LOC reductions different than that spelled out in the request. We have calculated the required amount to remain as 110% of the cost of remaining item is plus 10% of the cost of completed items. This results in the following:

Category	Remaining Amount
Grading	\$ 34,692.42
Paving	\$ 50,792.00
Lighting	\$ 12,950.00
Sanitary	\$ 10,827.23
Water	\$ 12,682.73
Strom	\$ 15,735.98
Misc.	\$ 19,422.50
<b>Total</b>	<b>\$ 157,102.86</b>

Therefore, we recommend reducing the letter of credit from the current amount of \$1,091,588.46 to a new amount of \$157,102.86

If you have any questions, please feel free to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

# MARQUETTE BANK

## IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 2015-1614

September 30, 2015

### BENEFICIARY

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Amount: \$82,357.44

Expiration Date: September 30, 2018

### APPLICANT

McNaughton Development, Inc.  
11S220 S Jackson St. – Suite 101  
Burr Ridge, IL 60527

Gentlemen:

We hereby establish our Irrevocable Credit for McNaughton Development, Inc. in favor of the municipality of the City of Darien in the amount of Eighty Two Thousand Three Hundred Fifty Seven and 44/100 Dollars (\$82,357.44). We understand that this irrevocable credit is to be used as DuPage County Performance Security for the residential development known as Rolling Knolls (Manning Woods) to be constructed within the City of Darien, Illinois:

#### Three-Year Management and Monitoring Wetland and Wetland Buffer Management

The development is legally described as follows:

Lot 3 in Delerno Assessment Plat of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 29, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 12, 1950 as Document 597983, in DuPage County, Illinois

If we have not been notified by the municipality of a default by the owner and/or developer, we shall disburse the funds for labor and materials furnished by contractors in accordance with the sworn statement on order of the owner, the submission of proper lien waivers from the contractors engaged in such work and the certificate by the municipal engineer, that such work has been properly completed; provided, however, that we shall withhold from each payment made under such sworn statement(s) or order(s) an amount equal to ten percent (10%) thereof until all improvements have been completed, which sum shall be finally disbursed when that work has been completed and the requirements of certification and lien waivers as has been hereinabove set out.

The required improvements shall be completed in accordance with the following schedule:

(Schedule to be inserted)

If we receive a resolution of the corporate authorities of the City of Darien indicating that the owner and/or developer has failed to satisfactorily complete or carry on the work of the installation and construction of the required improvements, and such resolution indicates that the owner and/or developer has been notified that the municipality find that a breach of the owner's and/or developer's obligations has occurred and have not been cured within a period of thirty (30) days, that in such case we shall make payments for materials

# MARQUETTE BANK

and labor to such contractor(s) or subcontractor(s) retained by the municipality who have completed the improvements in substantial accordance with the plans and specifications of the owner and/or developer; such payments shall be made upon the certification of the municipal engineer that the work has been completed and the submission of proper waiver of liens from the contractor(s) or subcontractor(s). The amount of the payouts shall be in accordance with the retention provisions as previously set out.

The irrevocable credit established by us shall be in force for a period of three (3) years, and shall remain in effect without regard to any default in payments or sums owed us by the owner and/or developer and without regard to other claims which we may have against the owner and/or developer. It is recognized that the municipality is according the owner and/or developer the permission to proceed with the development project expressly upon the guarantee of the irrevocable nature of this commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by Agreements between this financial institution and the developer. The sum of this credit shall, however, be reduced in the amount of disbursements made from time to time in accordance with the terms under which this credit is extended as set out above.


To the extent not inconsistent with the express terms hereof, this Letter of Credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices 1998 ("ISP98"), International Chamber of Commerce Publication No. 590, excluding Article 3.14. As to matters not governed by the ISP, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Illinois, including without limitation the Uniform Commercial Code as in effect in the State of Illinois.

MARQUETTE BANK



Mark Wojack  
1<sup>st</sup> Vice President

/KK  
Encl.



Kristin K. Keuch  
Assistant Vice President

**OPINION OF PROBABLE COST**  
**DuPage County Performance Security**  
**MANNING WOODS NATURALIZED BASINS PLANTING,**  
**THREE-YEAR MANAGEMENT and MONITORING WETLAND AND WETLAND BUFFER MANAGEMENT**  
**DARIEN, DUPAGE COUNTY, ILLINOIS**  
**September 8, 2016**

<b>1.0 Plant and Seed Installation</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>PRICE</b>	<b>COST</b>
1.01 Wet Meadow Plant Plugs (0.28 Acres @ 5,000/plug)	1,400	each	\$4.25	\$5,950.00
1.02 Shoreline Plant Plugs	1,568	each	\$4.25	\$6,664.00
1.03 Prairie Seeding & Blanket (S76DN)	0.73	acre	\$10,000.00	\$7,300.00
<b>2.0 Three-Year Vegetation Management</b>				
	<b>QUANTITY</b>	<b>UNITS</b>	<b>PRICE</b>	<b>COST</b>
2.01 Irrigation	8.00	each	\$300.00	\$2,400.00
2.02 Mowing/Weed Whipping Prairie	4.00	each	\$500.00	\$2,000.00
2.03 Chemical Weed Control (Herbicide Applications)	12.00	each	\$1,500.00	\$18,000.00
2.04 Adventive Shrub Removal (Wetland and Wetland Buffer)	0.75	acre	\$5,000.00	\$3,750.00
2.05 Adventive Shrub Resprout Control	4.00	events	\$500.00	\$2,000.00
2.06 Prescribed Burning	1.00	each	\$5,000.00	\$5,000.00
<b>3.0 Three-Year Monitoring and Reporting</b>				
	<b>QUANTITY</b>	<b>UNITS</b>	<b>PRICE</b>	<b>COST</b>
3.01 Vegetation Monitoring/Site Inspections	3.00	years	\$2,500.00	\$7,500.00
3.02 Annual Monitoring Report	3.00	each	\$2,500.00	\$7,500.00





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

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

December 8, 2018

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: Dan Gombac

Subject: Rolling Knolls Subdivision  
(CBBEL Project No. 950323.H174)

Dear Dan:

As requested, we have prepared this letter to recommend that the City Council accept the public improvements at the above subdivision and that the one year maintenance period commence as detailed in Section 5B-1-9 of City Code. Record Drawings of the improvements have previously been approved in a letter dated September 28, 2016. Also, all punch list items have been completed by the developer. Please note that during the one year maintenance period, any deficiencies in the improvements as determined by the City must be repaired. It is my understanding that there is likely to be some curb and gutter to be repaired, and that the City has made arrangements with the developer for this to occur during the 2019 construction season. It should also be noted that this one year Maintenance Period does not apply to the wetland/wetland buffer which is regulated by Du Page County.

Because the letter of credit for this development has already been reduced to the minimum amount as required by City Code, no further reduction is warranted at this time. Once the Maintenance Period concludes and it is determined that all improvements are in good standing, a further reduction to the minimum amount as may be required by Du Page County to secure the establishment of wetland/wetland buffers will be warranted.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Lynch', is written over a light blue circular stamp.

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

RESOLUTION NO.     R-34-19    

**A RESOLUTION ACCEPTING  
PUBLIC IMPROVEMENTS SUBJECT TO MAINTENANCE  
(ROLLING KNOLLS SUBDIVISION – 2100 MANNING ROAD)**

**WHEREAS**, McNaughton Development Inc., owner and developer of the property known as Rolling Knolls, a 26 lot single family subdivision, generally located at Cottage Lane and Manning Road in the City of Darien, has constructed and installed public improvements including grading and erosion controls, paving, street lighting, sanitary sewer, water main, storm sewer, miscellaneous improvements, and wetlands on said property; and

**WHEREAS**, the Developer has previously filed with the City a Letter of Credit for \$1,091,588.46 to secure the installation of said public improvements; and

**WHEREAS**, the City had previously authorized a reduction of the Letter of Credit to \$157,102.86 for partial completion of said public improvements; and

**WHEREAS**, the public improvements are complete and in good repair in accordance with the City of Darien standards and requirements, except for some repairs needed to about 215 feet of curb and gutter; and

**WHEREAS**, the City has been scheduled to make said repairs as weather permits using the remaining Letter of Credit funds; and

**WHEREAS**, in accordance with City's Subdivision regulations, it is now appropriate for the City of Darien to accept said public improvements subject to the one-year maintenance period starting from the date of this Resolution as required by the Subdivision regulations.

**WHEREAS**, the Developer will continue to make the Letter of Credit available to secure any repairs to said public improvements during said one-year maintenance period, and

**RESOLUTION NO. R-34-19**

**WHEREAS**, the Developer has previously filed another Letter of Credit for \$82,357.44 to secure the installation of wetlands and wetland buffer improvements and a three year monitoring program.

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

**SECTION 1: Acceptance.** The City of Darien hereby accepts the conveyance and dedication of the public improvements installed in the Rolling Knolls subdivision subject to the one-year maintenance period starting with from the date of this Resolution as required by the City's Subdivision regulations.

**SECTION 2: Condition.** The acceptance of the improvements specified in Section 1 of this Resolution are subject to the condition that the City of Darien has available the Letter of Credit currently held in the amount of \$157,102.86 that the developer has submits for security during the one-year maintenance period.

**SECTION 3: Completion.** Upon the satisfactory completion of any necessary repairs to said public improvements during the one-year maintenance period, the City shall finally accept said public improvements and release said Letter of Credit.

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

RESOLUTION NO. R-34-19

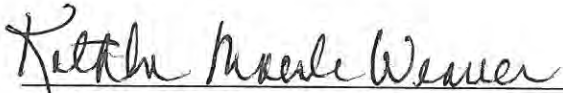
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21<sup>st</sup> day of January, 2019.

AYES: 7 - Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan


NAYS: 0 - NONE

ABSENT: 0 - NONE

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this this 21<sup>st</sup> day of January, 2019.

  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST   
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:  
  
CITY ATTORNEY



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DU PAGE )

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-34-19 — “A MOTION TO APPROVE A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS SUBJECT TO MAINTENANCE (ROLLING KNOLLS SUBDIVISION – 2100 MANNING ROAD)”** of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on January 21, 2019.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 21<sup>st</sup> day of January 2019.



  
City Clerk

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

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

December 30, 2019

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: Dan Gombac

Subject: Rolling Knolls Subdivision  
(CBBEL Project No. 950323.H174)

Dear Dan:

As requested, we have prepared this letter to state that the one-year maintenance period as detailed in Section 5B-1-9 of City Code is coming to a close. It should also be noted that this one-year Maintenance Period does not apply to the wetland/wetland buffer which is regulated by Du Page County.

With the Maintenance Period concluding a site visit was conducted we find no deficiencies with the required site improvements. We have also discussed with you and understand that City staff is also of the opinion that all site improvements continue to be in good condition. We therefore recommend that the on-site improvements be considered complete.

Please note however, that Du Page County has stated that the wetland/wetland buffer improvements have not yet met performance standards it does not appear that work is being conducted to meet the permit requirements. They recommend that a performance security of \$82,357.00 be maintained by the City until County approval has been issued. A copy of the recent correspondence from the County is attached for reference.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Lynch". The signature is written in a cursive style with a large initial "D" and "L".

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

N:\DARIEN\95-323H's\H 100 - 199\95323H174\ADMIN\L1.Gombac.RollingKnolls.123019.docx

**Daniel Lynch**

---

**From:** Heffter, Clayton <Clayton.Heffter@dupageco.org>  
**Sent:** Monday, December 23, 2019 4:01 PM  
**To:** Daniel Lynch; Winklebleck, David  
**Cc:** Dan Gombac (dgombac@darienil.gov); Levernier, Angela  
**Subject:** RE: Darien - Permit 15-12-0001 (DEC Track No. T45209)  
**Attachments:** enhancementLetter\_2018.pdf

Hi Dan,

We have not closed out the wetland/buffer aspect of this project yet. The entire security should still be held - ~\$82k. The 2019 letter will be identical to the attached 2018 letter. The consultant isn't under contract anymore, so they will not be doing a monitoring report this year. This development originally had off-site wetlands that they indirectly impacted. Restoration was supposed to take place to offset the impact; they have done minimal work off-site. The BMP in the buffer is not meeting standards yet either. Please let me know if you or the developer have any questions.

Thanks,  
 Clayton

***Clayton Heffter, CFM, CPSC***

Stormwater Permitting Manager  
 DuPage County Stormwater Management  
 421 N. County Farm Rd.  
 Wheaton, IL 60187  
 Office: 630.407.6729  
 Cell: 630.514.0630  
[clayton.heffter@dupageco.org](mailto:clayton.heffter@dupageco.org)  
[www.dupageco.org/swm](http://www.dupageco.org/swm)



[Click here](#) to learn more about  
 the 2020 Census in DuPage County!

---

**From:** Daniel Lynch <dlynch@cbbel.com>  
**Sent:** Saturday, December 21, 2019 9:33 AM  
**To:** Winklebleck, David <David.Winklebleck@dupageco.org>; Heffter, Clayton <Clayton.Heffter@dupageco.org>  
**Cc:** Dan Gombac (dgombac@darienil.gov) <dgombac@darienil.gov>  
**Subject:** Darien - Permit 15-12-0001 (DEC Track No. T45209)

Gentlemen

At your convenience, can you let me know if the County has closed out the wetland/buffer aspect of this project, and if no what development security value should still be retained by the City.

Thanks  
 Dan



**Daniel L. Lynch, PE, CFM**

*Head, Municipal Engineering Department*

**Christopher B. Burke Engineering, Ltd.**

9575 W. Higgins Road, Suite 600 Rosemont, IL 60018

Phone: (847) 823-0500 Fax: (847) 823-1029

E-Mail: [dlynch@cbbel.com](mailto:dlynch@cbbel.com)

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

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**DUPAGE  
COUNTY**

Watershed  
Management

Water  
Quality

Floodplain  
Mapping

Regulatory  
Services

Flood Operations  
& Maintenance



## STORMWATER MANAGEMENT

830-407-6700  
Fax: 630-407-6701  
stormwatermgmt@dupageco.org

[www.dupageco.org/swm](http://www.dupageco.org/swm)

September 25, 2018

Mr. Steve Manning and Mr. Dan Gombac  
City of Darien  
1702 Plainfield Road  
Darien, IL 60561

**Re: Wetland Buffer Enhancement & Off-site Wetland Summary for  
Manning Woods -26 SFR Lot Subdivision  
Stormwater Permit No. 15-12-0001/T45209  
Date of Inspection: September 11, 2018**

Dear Mr. Manning and Mr. Gombac:

DuPage County Stormwater Management (SWM) performs inspections of permitted natural enhancement areas until vegetation performance standards are met. The purpose of these inspections is to monitor the establishment of the native vegetation and the overall success of enhancement areas. When the performance standards have been met the security related to the native plantings may be returned. The owner is responsible for all enhancement measures until the performance standards have been met and sign-off has been obtained.

Based on this inspection please find the following comments and recommendations:

1. As a reminder, annual monitoring reports are due January 31<sup>st</sup> of each year. Please provide a copy of the annual monitoring report once it has been completed.
2. It appears that second year performance standards are currently being met for the buffer enhancement area. Vegetation management should be continued to ensure future performance standards are met. Target species include, but are not limited to: cattails (*Typha* spp.) and buckthorn (*Rhamnus cathartica*).
3. The off-site wetland and buffer are not in compliance. A minimum of 90% of buckthorn (*Rhamnus* spp.) and honeysuckle (*Lonicera* spp.) in the off-site wetland and wetland buffer should be removed by the end of the three year period.
  - a. As noted in 2017, buckthorn had been cut but none of the stumps had been treated with herbicide. At the time of the 2018 inspection, these stumps had all re-sprouted and started to re-grow.
  - b. It is recommended that a qualified firm be used to use proper treatment technique to minimize the number of constant re-sprout growth so that the standard is achieved in a timely manner.
  - c. All cut material, as well as garbage, should be removed from the off-site wetland.
4. The performance security (\$82,357.00) should be retained until all vegetation performance standards have been met.

If you have any questions please feel free to contact me at (630) 407-6891.

Jack F. Koenig, Administration Building, 121 N. County Farm Road, Wheaton, Illinois 60187

Sincerely,



Angela Levernier  
Wetland Specialist

Cc: John Barry, McNaughton Development, 11S220 Jackson St., Ste.101, Burr Ridge, IL  
60527  
Ellen Raimondi, Gary R. Weber & Associates, Inc.

S:\Permitting Group\Permits\12) Darien\2015\15-12-0001 (T45209) Manning Woods- 26 SFR Lot  
Subdivision\enhancement\enhancementLetter\_2018.docx



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

**A RESOLUTION ACCEPTING THE  
PUBLIC IMPROVEMENTS AND RELEASING THE LETTER OF CREDIT IN THE  
AMOUNT OF \$157,102.86**

**(ROLLING KNOLLS SUBDIVISION – 2100 MANNING ROAD)**

**WHEREAS**, McNaughton Development Inc., owner and developer of the property known as Rolling Knolls, a 26 lot single family subdivision, generally located at Cottage Lane and Manning Road in the City of Darien, has constructed and installed public improvements including grading and erosion controls, paving, street lighting, sanitary sewer, water main, storm sewer, miscellaneous improvements, and wetlands on said property; and

**WHEREAS**, the Developer has previously filed with the City a Letter of Credit for \$1,091,588.46 to secure the installation of said public improvements; and

**WHEREAS**, the City had previously authorized a reduction of the Letter of Credit to \$157,102.86 for partial completion of said public improvements; and

**WHEREAS**, the public improvements are complete and in good repair in accordance with the City of Darien standards and requirements; and

**WHEREAS**, in accordance with City’s Subdivision regulations, it is now appropriate for the City of Darien to accept said public improvements and release the Letter of Credit on file for the Public Improvements in the amount of \$157,102.86; and

**WHEREAS**, the Developer has previously filed second Letter of Credit for \$82,357.44 to secure the installation of wetlands and wetland buffer improvements and a three year monitoring program and pending DuPage County approval.

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

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

**SECTION 1: Acceptance.** The City of Darien hereby accepts the conveyance and dedication of the public improvements and releases the Letter of Credit currently held in the amount of \$157,102.86.

**SECTION 2: Condition.** The City shall hold the second letter of Credit in the amount of \$82,357.44 for the wetlands and wetland buffer improvements and a three year monitoring program and subject to DuPage County approval.

**SECTION 4: Effective Date.** This Ordinance 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 February, 2020

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**January 27, 2020**

**ISSUE STATEMENT**

A [resolution](#) authorizing the Mayor to execute a contract extension with Denler Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program.

**BACKGROUND/HISTORY**

The FY 20/21 Budget includes funds for the 2020 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligating). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs are greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ½” and a width of approximately 3”. Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

Last year the City of Darien teamed up with local public agencies which included Burr Ridge, Downers Grove, DuPage County, Elmhurst, Lombard, Villa Park, West Chicago, Wheaton, and Woodridge and solicited competitive bids, collectively. Attached and labeled as [Attachment A](#) are the bid results from the bid opening held by the Village of Woodridge on March 21, 2019. This would be the first extension of a two (2) year option.

[Attachment B](#) is the list of roads scheduled for this year’s program. Denler Incorporated has completed crack filling in the past with satisfactory work.

The proposed Crack Sealing Program would be funded from the following FY20-21 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20-21 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4382	CRACK FILL PROGRAM	\$ 189,238.63	\$ 189,238.63	\$0

**STAFF RECOMMENDATION**

Staff recommends approval of the proposed resolution.

**ALTERNATE CONSIDERATION**

Not approving this item at this time.

**DECISION MODE**

This item will be placed on the February 3, 2020 City Council agenda for formal consideration.

PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES  
PROJECT NO.: 2019-07

DATE:  
TIME:  
TABULATED BY:

3/21/2019  
10:00 A.M.  
BWT

NO	ITEM	QUAN	UNIT	ENGINEER'S ESTIMATE		Denler, Inc. 19148 S. 104th Avenue Mokena, IL 60448		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	106,400	LB	\$ 1.27	\$ 135,128.00	\$ 1.24	\$ 131,936.00	\$ 1.27	\$ 135,128.00
B	Crack and Joint Sealing PCC Pavement		LB	\$ 2.61	\$	\$ 2.47	\$	\$ 2.00	\$
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	9,880	LB	\$ 1.35	\$ 13,338.00	\$ 1.22	\$ 12,053.60	\$ 1.17	\$ 11,559.60
D	Seal Coat Bike Path		SY	\$ 0.92	\$	\$ 0.67	\$	\$ 0.90	\$
E	Seal Coat Parking Lot	5,648	SY	\$ 0.85	\$ 4,800.80	\$ 0.72	\$ 4,066.56	\$ 0.87	\$ 4,913.76
F	Parking Lot Paint Pavement Marking - Line 4"	1,600	FT	\$ 0.23	\$ 368.00	\$ 0.24	\$ 384.00	\$ 0.25	\$ 400.00
G	Parking Lot Paint Pavement Marking - Letters & Symbols	100	SF	\$ 3.15	\$ 315.00	\$ 3.80	\$ 380.00	\$ 3.00	\$ 300.00
H	Traffic Control and Protection - DuPage County		LSUM	\$ 2,833.33	\$	\$ 1,000.00	\$	\$ 500.00	\$
	<b>TOTAL BID</b>				AS READ: AS CORRECTED: \$ 153,949.80		\$ 148,820.16		\$ 152,301.36

**CITY OF DARIEN 2019 PROGRAM - CRACK SEALING WITH AWARDED VENDOR**

NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	152,612	LB	N/A	N/A	\$ 1.24	\$ 189,238.63	\$1.24	\$ 189,238.63
B	Fiber-Asphalt Crack Sealing Asphalt Pavement	0	LB			\$ 1.22	\$ -		
	<b>TOTAL</b>						\$ 189,238.63		

## 2020 Crack Fill Program

2020 Crack Fill	Location	Road Length
Peony	High - Brookbank	660
Holly ave	High - Brookbank	1,660
Brookbank ave	69th - Holly	1,150
High Rd	67th - Crest	3,000
Tall Pines rd	Cass - 67th	2,500
Bavarian Ln	Tall Pines - limit	780
Western	67th - N Limit	600
Sean Circle	67th - 67th	850
72nd	Richmond - Tennessee	2,000
Woodland Dr	Frontage - Limit	600
Gail Ave	79th - Linden	1,240
79th	Cass - Sawyer	4,160
Darien Club Dr	Cass - Fairview	5,900
Clare Ct	Darien Club - Limit	400
Bantry Ct	Darien Club - Limit	400
Limerick Ct	Darien Club - Limit	400
Clover Ct	Darien Club - Limit	400
Sweetbriar Ln	Darien Club - Faairview	2,000
Hudson	71st - Limit	600
Walden Ln	71st - Richmond	1,320
Washington	71st Claremont	500
Wirth	71st - Gigi	1,460
Gigi	75th - Fairview	2,300
Richard rd	Gigi - 72nd	720
72nd	Richard - Gold Grove	800
Grant st	75th - Adams	1,000
Adams	75th Plainfield	1,500
Sequoia In	Adams - Williams	1,500
Redondo Ct	Redondo Ln - Limit	400
Manning Rd	Plainfield - Lyman	2,500
Brompton	Green Valley - Dartmouth	800
Dartmouth	Brunswick - Brompton	325
Carlton	Green Vally - Lyman	845
Aylesbury In	Walkfield -Cambridge	335
Cambridge Dr	Abbey - Green Valley	1,000
Cottage In	Manning - Manning	800
Brewer rd	Grandview - Beller	2,100
Alden	Burgress - Brewer	760
Burgress Pl	Drove - Limit	400
Meadow In	87th - Beller	1,200
Water Tower In	Beller - Sandalwood	400
Sandalwood	Hillside - Aster	600
83rd ct	Lemont rd - limit	400
Shannon Ct	Donegal - Limit	325
Carlisle	Frontage - Kimberly	1,000
Kentwood ct	Carlisle -Kmmberly	900
Pine Rd	Greenbriar - Limit	600
GreenBriar	Bailey - Grant rd	1,200
Lakeview	Bailey - Plainfield	3,800
Evergreen In	Frontage - Bailey	2,600
Total Feet		63,030

157,575

PDS per ft	1.90
Total Pounds Roadway Crack Fill Program	82,934

Curb Edge Crack Fill	Location	Road Length
Clarendon Hills Rd	71st - 75th	1000
71st Street	Clarendon Hills rd - Cass	5280
Beechnut Lane	Hinsbrook - Belair	1750
Tennessee Avenue	Plainfield - 72nd	980
Walnut Dr	Warwick - Farmingdale	2300
Park Ave	75th - 73rd	1200
Shelley Ct	Park - Limit	450
Carrol Ct	Park - Limit	450
77th St	Knott-Wlms	420
Hawthorne Pl	plainfield - Williams	330
Stevens St	plainfield - Williams	540
Parkview Dr	Beller - 83rd	1310
Hillside Ct	Hillside rd - Limit	300
Ripple Ridge Dr CDS	Ripple Ridge drive - limit	400
Spring Ct	Ripple Ridge drive - limit	300
Pine Parkway	Plainfield rd - Limit	1800
Summit Rd	71st - Clemens	2240
Total Feet		21,050

52,625.00

PDS per ft	1.90
Total Pounds Curb and Gutter Crack Fill Program	27,697

Total Pounds Roadway Crack Fill Program	82,934
Total Pounds Curb and Gutter Crack Fill Program	27,697
Total Combined Program (Pounds)	110,632





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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT EXTENSION WITH DENLER, INC. IN AN AMOUNT NOT TO EXCEED \$189,238.63 FOR THE 2020 CRACK FILL 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 and City Clerk to execute a contract extension with Denler, Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill 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 February, 2020.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2020.

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

ATTEST:

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

APPROVED AS TO FORM

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

RES

**From:** [Tim Malone](#)  
**To:** [Dan Gombac](#)  
**Cc:** [Regina Kokkinis](#); [David Fell](#)  
**Subject:** Re: 2020 Crack Seal  
**Date:** Wednesday, January 15, 2020 8:36:50 AM

---

Good morning,

Yes all the 2020 pricing looks good..

Thanks.

Tim Malone

Denler, Inc

20502 S. Cherry Hill Road  
Joliet, IL 60433

708-479-5005 Office  
708-479-5015 Fax  
708-514-2735 Cell

On Tue, Jan 14, 2020, 11:55 AM Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)> wrote:

Tim,

Confirming pricing and quantities for 2020

Program	Unit Cost	Total Pounds	Cost
Crack Fill	\$ 1.24	152,611.80	\$ 189,238.63
Fiber Fill	\$ 1.22	9,880.00	\$ 12,053.60

Regina

For Committee in Jan or Feb

*Daniel Gombac*

*Director of Municipal Services*

*630-353-8106*

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

**DARIEN DIRECT CONNECT**

**Follow the link and subscribing is simple!**

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

**SUBMISSION INFORMATION**

Village of Woodridge Public Works Department  
 One Plaza Drive  
 Woodridge, IL 60517

INVITATION # 2019-07  
 BID OPENING DATE: March 21, 2019  
 TIME: 10:00 A.M. Local Time  
 LOCATION: Village Hall

COPIES: One (1) original & ten (10) copies

**INVITATION TO BID CONTRACTOR INFORMATION**

Company Name: Denler, Inc.  
 Address: 20502 S. Cherry Hill Rd.  
 City, State, Zip Code: Joliet, IL 60432

**Crack Sealing and Seal Coating Services  
 per the specifications identified herein**

**I. BASE BID ITEMS**

**A. CRACK SEALING ASPHALT PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	444,270	LB	\$ <u>1.19</u>	\$ <u>528,681.30</u>
2 Year 2 (optional)	398,100	LB	\$ <u>1.24</u>	\$ <u>493,644.-</u>
3 Year 3 (optional)	430,670	LB	\$ <u>1.30</u>	\$ <u>559,871.-</u>

**B. CRACK AND JOINT SEALING PCC PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	3,500	LB	\$ <u>2.40</u>	\$ <u>8400.-</u>
2 Year 2 (optional)	22,657	LB	\$ <u>2.47</u>	\$ <u>55,962.79</u>
3 Year 3 (optional)	3,500	LB	\$ <u>2.55</u>	\$ <u>8925.-</u>

**C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	162,880	LB	\$ <u>1.18</u>	\$ <u>192,198.40</u>
2 Year 2 (optional)	185,880	LB	\$ <u>1.22</u>	\$ <u>226,773.60</u>
3 Year 3 (optional)	161,880	LB	\$ <u>1.32</u>	\$ <u>213,681.60</u>

**D. SEAL COAT BIKE PATH**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Bike Path per the specifications identified herein- Year 1	0	SY	\$ <u>.72</u>	\$ <u>0.00</u>
2 Year 2 (optional)	15,100	SY	\$ <u>.67</u>	\$ <u>10,117.-</u>
3 Year 3 (optional)	12,500	SY	\$ <u>.72</u>	\$ <u>9,000.-</u>

**E. SEAL COAT PARKING LOT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Parking Lot per the specifications identified herein- Year 1	7,648	SY	\$ <u>.93</u>	\$ <u>7,112.64</u>
2 Year 2 (optional)	284,012	SY	\$ <u>.72</u>	\$ <u>204,488.64</u>
3 Year 3 (optional)	21,100	SY	\$ <u>.70</u>	\$ <u>14,770.-</u>

**F. PARKING LOT PAINT PAVEMENT MARKING – LINE 4"**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking – Line 4" per the specifications identified herein- Year 1	1,996	FT	\$ <u>.22</u>	\$ <u>439.12</u>
2 Year 2 (optional)	10,636	FT	\$ <u>.24</u>	\$ <u>2552.64</u>
3 Year 3 (optional)	3,396	FT	\$ <u>.26</u>	\$ <u>882.96</u>

G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Parking Lot Paint Pavement Marking – Letters & Symbols per the specifications Identified herein- Year 1	100	SF	\$ <u>3.65</u>	\$ <u>365.-</u>
2	Year 2 (optional)	500	SF	\$ <u>3.80</u>	\$ <u>1900.-</u>
3	Year 3 (optional)	200	SF	\$ <u>3.95</u>	\$ <u>790.-</u>

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Traffic Control and Protection – DuPage County- Year 1	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
2	Year 2 (optional)	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
3	Year 3 (optional)	1	LSUM	\$ <u>1500.-</u>	\$ <u>1500.-</u>

BASE BID – YEAR 1 TOTALS

\$ 738,196.46

I. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
DuPage County	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
City of Elmhurst	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Villa Park	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Woodridge	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %

J. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item	Unit	ADDITIONAL UNIT PRICE*
1 Seal Coat Parking Lot Parking Lot	SY	\$ <u>.96</u>
2 Paint Pavement Marking - Line 4"	FT	\$ <u>.28</u>
3 Parking Lot Paint Pavement Marking - Letters & Symbols	SF	\$ <u>5.00</u>


\*The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.

**BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.**

**All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).**

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Denler, Inc.  
Typed/Printed Name: David J. Denler Date: 3/19/19  
Title: President Telephone Number: 708 479 5005  
E-mail ddenler@denlerinc.com



## LABOR STATUTES, RECORDS AND RATES

### CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

MARCH 2019

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
  - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
  - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
  - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
  - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
  - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
    - 4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."
- 6.0. **DRUG FREE WORK PLACE**
- 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 6.1.1 Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.1.2 Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
  - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance programs;
  - (4) the penalties that may be imposed upon employees for drug violations.
- 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 **PATRIOT ACT COMPLIANCE**

8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

## CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

Agency: Village of Lombard  
Address: 1051 S. Hammerschmidt  
City, State, Zip Code: Lombard, IL  
Contact Person/  
Telephone Number: Tom Dixon  
630 620 5740  
Dates of Service/Award  
Amount: 2018 - 100 K

Agency: Village of Romeoville  
Address: 13 Montrose Dr.  
City, State, Zip Code: Romeoville, IL  
Contact Person/Telephone  
Number: Eric Bjork  
815 886 1670  
Dates of Service/Award  
Amount: 300 K - 2018

Agency: Village of Buffalo Grove  
Address: 51 Raupp Blvd  
City, State, Zip Code: Buffalo Grove, IL  
Contact Person/  
Telephone Number: Kyle Johnson  
647 459 2523  
Dates of Service/Award  
Amount: 2018 - 75 K

Agency: City of Naperville  
Address: 400 S. Eagle St.  
City, State, Zip Code: Naperville, IL  
Contact Person/  
Telephone Number: Osac Santos  
630 - 305 - 5204  
Dates of Service/Award  
Amount: 2018 - 350 K

Agency: I POT.  
Address: 2300 S. Dickson Pkwy  
City, State, Zip Code: Springfield, IL  
Contact Person/  
Telephone Number: Pat Forniak  
309 573 8777  
Dates of Service/Award  
Amount: 2017 - 300 K

**DISQUALIFICATION OF CERTAIN BIDDERS**

(i)

**PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019



*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

David J. Nerle, being first duly sworn,  
deposes and says that he is President  
(Partner, Officer, Owner, Etc.)

of Nerle, Inc.  
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]

(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.  
Subscribed and Sworn to this 17 day of March, 2019

[Signature]



*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**CONFLICT OF INTEREST**

David J. Aelter

, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Local Public Agency identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Woodridge may disqualify the bid or the affected Local Public Agency may void any award and acceptance that the Local Public Agency has made.

[Handwritten Signature]

(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.  
Subscribed and Sworn to this 19 day of March, 2019

[Handwritten Signature]  
Notary Public  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 05/19/21

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**TAX COMPLIANCE AFFIDAVIT**

David J. Decker, being first duly sworn, deposes and says that (s)he is  
President of Decker, Inc.  
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

[Signature]  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

[Signature]  
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



**SUB-CONTRACTOR INFORMATION**

**(ATTACH ADDITIONAL PAGES AS NEEDED)** - *None*

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_  
**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_  
**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_  
**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTICIPATION AFFIDAVIT**

David J. Bentler, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is

President of Bentler, Inc.  
(Partner, Officer, Owner, Etc.) (Contractor)


the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

David J. Bentler  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

Dean Marsteller  
Notary Public



Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/19/19

Bid/Contract/PO #: 2019-07

Company Name: <b>Denier, Inc.</b>	Company Contact: <b>David J. Denier</b>
Contact Phone: <b>708 479 5005</b>	Contact Email: <b>denier@denierinc.com</b>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/Court%20Board/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature:

Printed Name: **David J. Denier**

Title: **President**

Date: **3/19/19**

Attach additional sheets if necessary. Sign each sheet and number each page. Page **1** of **1** (total number of pages)

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

*David J. Nester*  
Signature

David J. Nester  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

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

APPENDIX A  
AGREEMENT ACCEPTANCE

RFB #2019-07  
CRACK SEALING SERVICES

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*insert Local Public Agency name*] ("Owner") this 21 day of March, 2019.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: Ray M  
Title: President

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

**WITNESSETH**

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

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

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

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

**Unit Pricing for the 2020 CRACK SEALING AND SEAL COATING SERVICES**

(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**  
**January 27, 2020**

**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 \$75,800.

AND

A motion for a contingency in an amount not to exceed \$5,000 for unforeseen repairs related to the antenna structure.

**BACKGROUND**

The FY 20/21 Budget will be including \$75,800 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 two responsive bids. The bid opening was held on January 16, 2020, see attached, labeled as [Attachment A](#).

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

	<b>ACCOUNT DESCRIPTION</b>	<b>FY 20/21 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>
01-30-4223	MAINTENANCE BUILDING- ANTENNA PAINTING	\$ 75,800	\$ 75,800
01-30-4223	MAINTENANCE BUILDING- ANTENNA PAINTING-CONTINGENCY	\$ 5,000	TBD
	TOTAL	\$ 80,800	

**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 \$75,800

AND

A motion for a contingency in an amount not to exceed \$5,000 for unforeseen repairs related to the antenna structure.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the February 3, 2020 City Council agenda for formal approval.

Preliminary Pending FY20-21 Budget Approval



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

BID OPEN: 2020 PAINTING OF SOUTH COMMUNICATION TOWER

OPENING DATE/TIME: January 16, 2020 @ 10:00 a.m.

		Allstate Tower, Inc.		Tecorp, Inc.	
	DESCRIPTION		Total		Total
	Power washing, prep work and painting of communication tower		\$ 75,800.00		\$396,000.00
Total			<u>\$ 75,800.00</u>		<u>\$396,000.00</u>



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 \$75,800.**

**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 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 \$75,800, 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 February 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Summary Schedule of Cost for the 2020 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, January 16, 2020 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

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

DESCRIPTION	QUANTITY	TOTAL COST
POWER WASHING AND PREP WORK AND PAINTING OF COMMUNICATION TOWER	1	75,800.00

Company Name: Allstate Tower, Inc.

END OF SPECIFICATION

Firm Name: Allstate Tower, Inc.

Signature of Authorized Representative: 

Title: Vice President of Sales

Date: 1-13-20

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

**SECTION III**

**BIDDER SUMMARY SHEET**

**2020 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 #: 522407442

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. \_\_\_\_\_, Dated \_\_\_\_\_

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

**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 2020 CITY OF DARIEN COMMUNICATION SOUTH TOWER PAINTING** (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**  
**January 27, 2020**

**ISSUE STATEMENT**

A [resolution](#) authorizing the Mayor to execute a contract with Berglund Construction Company for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$88,920.

AND

A motion for a contingency in an amount not to exceed \$5,000.

**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 for bids in 2019. The bids received were in excess of the 2019 budget and the City Council directed Staff to forward the item for the 2020 budget.

The scope of work includes the following:

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/paneling grid ceiling and limited framing
5. Crack sealing-epoxy injecting and membrane waterproofing within the basement of the interior and exterior 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 January 16, 2020. See [Attachment A](#). Staff has requested funding in the amount of \$88,920 for the 20-21 Budget including contingency funding in the amount of \$5,000 due to unforeseen conditions such as electrical upgrades or the replacement of deteriorated framing. The repairs are critical to prevent water damage to the historic artifacts in place.

**STAFF RECOMMENDATION**

This item will be subject to further Budget discussions whether the City should continue to fund capital items for Old Lace School.

Staff recommends approval of this resolution with Berglund Construction Company.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the February 3, 2020 City Council agenda for formal approval.

*Preliminary Pending FY20-21 Budget Approval*

SEALED BID-Historical Society Waterproofing - 75th St & Cass Ave - North West Corner  
 OPENING DATE/TIME: January 16, 2020 10:30 a.m.

**2020 CITY OF DARIEN  
 - HISTORICAL SOCIETY WATERPROOFING -  
 75TH ST & CASS AVE- NORTHWEST CORNER**

**Berglund Construction Company**

<b>Item #</b>	<b>Item Description</b>	<b>Unit</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-feet deep	Lump Sum	1	N/A	\$ 4,000.00
<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	384	\$ 60.00	\$ 23,040.00
<b>3</b>	6 Locations, labeled as 9-14 Approximately 48 feet of wall by 8 foot tall–Exterior Subsoil Membrane	Square Foot	384	\$ 70.00	\$ 26,880.00
<b>4</b>	Remove existing paneling and framing as required to access cracks for repairs.	Square Foot	500	\$ 11.00	\$ 5,500.00
<b>5</b>	Awarded vendor shall be required to replace the framing, drywall, prime, paint-(two coats) and install trim.	Square Foot	500	\$ 55.00	\$ 27,500.00
<b>6</b>	Temporary disconnect and re-connect of the existing A/C unit.	Lump Sum	1	N/A	\$ 2,000.00
<b>*Total</b>					<b>\$ 88,920.00</b> bid bond=yes



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH BERGLUND CONSTRUCTION COMPANY FOR THE FOUNDATION REPAIRS CONSISTING OF WATERPROOFING, AND RESTORATION OF THE OLD LACE SCHOOL IN AN AMOUNT NOT TO EXCEED \$88,920.**

**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 Berglund Construction Company for the foundation repairs consisting of waterproofing, and restoration of the Old Lace School in an amount not to exceed \$88,920, 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 February, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM

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

SECTION III

BIDDER SUMMARY SHEET

2020 CITY OF DARIEN HISTORICAL SOCIETY-75TH AND CASS AVE NORTH-WEST CORNER 7422 CASS AVENUE

Firm Name: Berglund Construction Company

Address: 8410 S. South Chicago Avenue

City, State, Zip Code: Chicago, I 160617

Contact Person: John McHugh

FEIN #: 36-20580 0

Phone: ( 773 ) 374-1000

Fax: ( 773 ) 374-8847

Mobile: ( 312 ) 636-4692

E-mail Address: jmchugh@berglundco.com

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

Addendum No. 1, Dated 1/2/2020

Addendum No. , Dated

**The following sheet labeled as Addendum 1-Page 16-A must be returned with the bid package signed and dated below:**

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



\_\_\_\_\_  
Signature

January 16, 2020

\_\_\_\_\_  
Dated

Berglund Construction Company

\_\_\_\_\_  
Company Name

# REVISED COST SUMMARY SHEET PER ADDENDUM 1

## Summary Schedule of Cost for the 2020 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 10:30 a.m. on Thursday,  
January 16, 2020 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 long	Lump Sum	1	N/A	\$4,000
2	6 Locations, labeled as 9-14 –Exterior Wall Parging (Cement Plaster) Approximately 48 feet of wall by 8 foot tall.	Square Foot	384	\$60	\$23,040
3	6 Locations, labeled as 9-14 Approximately 48 feet of wall by 8 foot tall–Exterior Subsoil Membrane	Square Foot	384	\$70	\$26,880
4	Remove existing paneling and framing as required to access cracks for repairs.	Square Foot	500	\$11	\$5,500
5	Awarded vendor shall be required to replace the framing, drywall, prime, paint-(two coats) and install trim.	Square Foot	500	\$55	\$27,500
6	Temporary disconnect and re-connect of the existing A/C unit.	Lump Sum	1	N/A	\$2,000
	<b>*TOTAL</b>		<b>TOTAL LINES 1-6</b>		<b>\$88,920</b>

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

**Company Name:** Berglund Construction Company



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 2020 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**  
**January 27, 2020**

**ISSUE STATEMENT**

A [resolution](#) authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from Traffic Logix Corporation in an amount not to exceed \$5,598.

**BACKGROUND/HISTORY**

At the October 7, 2019 City Council Meeting, Staff was directed to implement Option No. 3 for the 67th Street and Clarendon Hills Road traffic signal warrant study as presented from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants. The scope of work includes:

1. Trim the trees along the intersection's right-of-way and, if possible, along the private properties adjacent to the intersection.
2. Relocate the stop bar on the eastbound approach of 67th Street.
3. Install Cross Road (MUTCD W2 -1) warning signs with an advance street name plaque on Clarendon Hills Road.
4. Install Cross Road warning signs on both sides of the road both north and south of the intersection.
5. Install warning beacons on the warning signs.
- 6. Install speed limits signs and/or radar speed feedback signs on Clarendon Hills Road both north and south of the intersection.**
7. Design and Engineering for the widening of the eastbound approach of 67th Street and provide a westbound lane and an eastbound separate left-turn lane and a shared through/right-turn lane.

The FY19-20 Budget allocated funds for the purchase and installation of two Speed Radar signs to be implemented on Beller Road. The additional signs were included in this year's budget as a wait and see approach to determine if additional signs were required due to motorists speeding. Since the installation of the two radar signs on Beller Road, in 2019, no additional complaints have been received, therefore not requiring additional signage. Staff is requesting to utilize the funds for the purchase and the installation of the two signs on Clarendon Hills Road, as per item No. 6 above.

Staff had solicited for competitive quotes and received the following four (4) quotes on January 15, 2020. See [Attachment A](#). The lowest competitive quote was received from Traffic Logix Corporation.

The proposed expenditure would be expended from the following FY19/20 Budget line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY19/20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4257	SUPPLIES-OTHER	\$ 10,000	\$ 5,598	\$ 4,402

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution authorizing the purchase (2) Solar Speed Alert 18 Speed Limit Signs from Traffic Logix Corporation in an amount not to exceed \$5,598.

**ALTERNATE DECISION**

Not approving at this time.

**DECISION MODE**

This item will be placed on the February 3, 2020 City Council agenda for formal consideration.

City of Darien Public Works  
 1702 Plainfield Road  
 Darien, IL 60561

Bid Open: Solar Speed Alert Radar Messaging Signs  
 Opening Date & Time: Wednesday January 15, 2020 10:00 a.m.

<b>Vendor Name</b>	<b>Vendor Cost</b>		
Solar Speed Alert 18 Radar Messaging Signs or Equal	Quantity 10-15	Unit Cost w/Delivery & installation of each	Total Cost
All Traffic Solutions, Inc.	10	\$ 3,900.00	\$ 39,000.00
Misfits Construction Co.	10	\$ 5,250.00	\$ 52,500.00
Traffic Logix Corporation	10	\$ 2,799.00	\$ 27,990.00
J.Q. & G. Inc. Company	10	\$ 4,000.00	\$ 40,000.00

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

**A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) SOLAR SPEED ALERT 18 SPEED LIMIT SIGNS FROM TRAFFIC LOGIX CORPORATION IN AN AMOUNT NOT TO EXCEED \$5,598**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from Traffic Logix Corporation in an amount not to exceed \$5,598, 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 February, 2020.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2020.

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

ATTEST:

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

APPROVED AS TO FORM

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



# CITY OF DARIEN

**THIS FORM MUST BE COMPLETED AND RETURNED WITH THE SEALED QUOTE  
BY NO LATER THAN January 15, 2020 at 10:00 A.M.  
ATTN: MUNICIPAL SERVICES**

Any and all requests or addendums shall be made in writing to the attention of Director of Municipal Services via fax or e-mail to 630-852-4709 or dgombac@darienil.gov. All requests will be responded to within 48 hours to all bidders on file.

Submitted by: Nick Farrell

Vendor Name: Traffic Logix Corporation

Address: 3 Harriet Lane, Spring Valley New York 10977

Date: 2020-01-03

Phone: 1-866-915-6449 EXT:228 Cell: 514-220-0248 Fax #: 1-844-405-6449

E-mail Address: nf Farrell@trafficlogix.com

Authorized Signature: *Nick Farrell*

DESCRIPTION		VENDOR COST	
	QUANTITY	UNIT COST W/DELIVERY & INSTALLATION	TOTAL COST
SOLAR SPEED ALERT 18 RADAR MESSAGING SIGNS OR EQUAL	10 - 15	\$2,799 Per Unit	15 Units = \$ 41,985

The vendor shall provide three Illinois municipal references with phone numbers below for units that have been installed and in operation within the last 2-5 years:

1. United City Of Yorkville / Carrie Parker / 630-746-0871
2. Village Of Schaumburg / John Williams / 847-923-6619
3. Village Of Mount Prospect / Matt Lawrie / 847-870-5640

**Acceptance of Quote:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Darien

**Vendor Authorization and Acceptance:**

By: *Nick Farrell*

Title: Account Manager

Date: 2020-01-03



The following specifications are from All Traffic Solutions for a SpeedAlert 18 Radar Messaging Sign. Like units will be acceptable provided that specifications meet or exceed the below.

**The vendor is required to check off all boxes for compliance.**

SpeedAlert Radar Message Sign

- SpeedAlert 18 (SA18): 18" x 28" full matrix
- Full matrix display
- Universal mounting system: attach to pole, trailer or vehicle hitch mount
- Integral camera for awareness and alert triggered images: 640x480 pixel daylight images
- Internal K band radar with adjustable sensitivity
- Meets MUTCD Specifications

SpeedAlert Operation Modes

- Message Mode: Display one message, up to 6 screens
- All Messages: Sequence all messages in sign memory
- Speed Display: Display approaching vehicle's speed
- Dependent Message: Display targeted messages based upon vehicle's speed, up to 6 screens per message
- Changeable speed limit sign
- Stealth or Display Off: Collect traffic speed and volume data with no LED display, YOUR SPEED sign easily removed
- Schedule: Change message and/or mode up to 2 times/day
- Collect vehicle volume by speed & time data in all modes
- Sign returns to last mode & configuration when power applied

SpeedAlert Programming Methods

On-Board Programming

- Select operation mode
- Set Speed Limit
- Select message from sign's memory

Power Source-Solar Panel

- 26Ah Battery and Enclosure with Solar Controller
- 60W Panel
- Unit shall have an adjustable mounting bracket and wiring included
- Unit shall utilize sealed lead acid batteries-Solar charging Lithium batteries not allowed

Fasteners

- Unit shall utilize tamper proof stainless steel fasteners
- Tool for fasteners shall be provided

Warranty Information

- Complete Unit-To be submitted with quote

Time Frame

- The awarded vendor shall have the ability to supply and install the units within 6-weeks upon City Council authorization.

Compliance

- The proposed unit complies or exceeds with the above specifications.

**AGENDA MEMO**  
**Municipal Services Meeting**  
**January 27, 2020**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Preparation of a Natural Area Conversion Plan for a City Owned Detention Basin Located at North West of 79<sup>th</sup> Street and Nantucket Drive at a cost not to exceed \$10,000.

**BACKGROUND**

During the course of the last several years the Municipal Services Department has been having difficulty mowing the turf basin. The basin was constructed in conjunction Farmingdale Subdivision to retain storm water for intense storm events. Upon conclusion of a storm event the storm water flows downstream through a designed restrictor. Over the years sedimentation has collected within the basin and created a topography that hampers flow to the large storm sewer structures. Further, residents adjacent to the basin have directed their sump pump discharges to the rear of their yards that naturally flow to the basin.

The end result is that mowing operations continue to diminish due to continuous saturation levels of the area. The results include tire rutting, turf in excess of 12-inches high for the months of April-June, thus resulting in unaesthetically pleasing turf maintenance. Attached are pictures of the existing Nantucket Basin. [Attachment A](#).

Staff has reviewed the turf basin facility and is requesting to convert the basin to a Natural Native Planting Area. The goal of the project would be to implement native plantings based on the soils and saturation levels in place. The proposed engineering agreement, attached and labeled as [Attachment B](#), would include the following services:

Task 1-Field Reconnaissance-Review of existing conditions, soil review and drainage structure reviews.

Task 2- Natural Area Conversion Design-The results of Task 1 would allow for the groundwork to prepare Natural Area Restoration Conversion Plan.

Task 3-Bis Assistance and Installation Observation-Pending decision made this service would be required due to lack of Staffs expertise.

The benefits include:

- Natural Area
- Reduction of fertilization usage
- Promoting limited wildlife

The proposed funds would be utilized from revenues collected from Storm Water fees. The funds are intendent funds and may be only utilized for projects as such. Pending engineering approval, Staff will be forwarding informational letters engaging residents for the conversion project. Staff will also be seeking funding through a forthcoming agenda memo for the construction in an amount of approximately \$70,000.

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

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FUNDS ON FILE</b>	<b>PROPOSED EXPENDITURE</b>	<b>BALANCE</b>
07-1005	Engineering- Water Conversion of the Nantucket Basin	\$ 80,000	\$ 10,000	\$ 70,000

**STAFF RECOMMENDATION**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Preparation of a Natural Area Conversion Plan for a City Owned Detention Basin Located at North West of 79<sup>th</sup> Street and Nantucket Drive at a not to exceed \$10,000.

**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on a future agenda for an upcoming City Council agenda for formal approval.













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

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

January 6, 2020

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac, Director of Municipal Services

Subject: Professional Services Proposal to Prepare a Natural Area Conversion Plan  
for a Park Space located NW of 79<sup>th</sup> Street and Nantucket Drive, Darien, IL

Dear Mr. Gombac:

Christopher B. Burke Engineering, LLC. (CBBEL) is pleased to provide this proposal to guide the conversion of an existing man-made mown lawn detention basin to a native naturalized wetland bottom basin. Because this is an existing detention pond, we have assumed that there will be no permitting required for this work. If permits are determined to be needed, we will provide a supplemental proposal to cover the cost of those additional necessary services.

Please find our Scope of Services and Fee Estimate below.

**SCOPE OF SERVICES**

The following services are proposed.

**Task 1 – Field Reconnaissance:** An investigation of the project site will be completed to understand the context of the site, evaluate the current condition, view the underlying soils, drainage structures, etc. **Please note that we cannot complete Task 1 if there is snow on the ground.**

**Task 2 – Natural Area Conversion Design:** The results of the field reconnaissance will be used to prepare the Natural Area Restoration Area conversion plan. The plan will contain a planting plan, planting specifications, seed mixes, short- and long-term maintenance and monitoring plans, and a cost estimate for installation and follow-up maintenance.

**Task 3 – Bid Assistance and Installation Observation (Optional):** If requested, CBBEL staff can assist the City with obtaining bids to complete the work and to observe the installation and confirm the conversion is completed in accordance with the plans. The observation would be completed on a part-time basis. We will report our findings to the City.

The Observation Services would include the following.

CBBEL will provide a Resident Engineer who will perform the following duties:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the City's liaison with the Contractor working principally through the Contractor's field superintendent.
- Provide part time observation while work is being performed.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Provide QA of Contractor's QC.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's report book, weather conditions, activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and complete the final inspection with the City, prepare a final punch list
- Verify that all the items on the final punch list have been corrected and make recommendations to the City concerning acceptance.
- Except upon written instructions of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- The Resident Engineer/Inspector will not observe, verify, confirm or ensure safety, contractor's means and methods, site hazards, or general hazards.
- Complete the vegetation monitoring visits for the 3-year contractor maintenance and monitoring period.

### FEE ESTIMATE

We estimate the costs of the services to be the following:

Task 1	\$ 800
Task 2	\$ 4,000
Task 3	\$ 5,000 (optional)

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions.

Direct costs for mileage, blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact Jedd Anderson or me if you have any questions.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

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

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

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

**Task 3**  **Accepted** or  **Declined** (Please check appropriate selection)

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

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

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

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

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

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

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

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

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE PREPARATION OF A NATURAL AREA CONVERSION PLAN FOR A CITY OWNED DETENTION BASIN LOCATED AT NORTH WEST OF 79<sup>TH</sup> STREET AND NANTUCKET DRIVE AT A COST NOT TO EXCEED \$10,000.**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Preparation of a Natural Area Conversion Plan for a City Owned Detention Basin Located at North West of 79<sup>th</sup> Street and Nantucket Drive at a cost not to exceed \$10,000, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

January 6, 2020

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac, Director of Municipal Services

Subject: Professional Services Proposal to Prepare a Natural Area Conversion Plan for a Park Space located NW of 79<sup>th</sup> Street and Nantucket Drive, Darien, IL

Dear Mr. Gombac:

Christopher B. Burke Engineering, LLC. (CBBEL) is pleased to provide this proposal to guide the conversion of an existing man-made mown lawn detention basin to a native naturalized wetland bottom basin. Because this is an existing detention pond, we have assumed that there will be no permitting required for this work. If permits are determined to be needed, we will provide a supplemental proposal to cover the cost of those additional necessary services.

Please find our Scope of Services and Fee Estimate below.

### SCOPE OF SERVICES

The following services are proposed.

Task 1 – Field Reconnaissance: An investigation of the project site will be completed to understand the context of the site, evaluate the current condition, view the underlying soils, drainage structures, etc. **Please note that we cannot complete Task 1 if there is snow on the ground.**

Task 2 – Natural Area Conversion Design: The results of the field reconnaissance will used to prepare the Natural Area Restoration Area conversion plan. The plan will contain a planting plan, planting specifications, seed mixes, short- and long-term maintenance and monitoring plans, and a cost estimate for installation and follow-up maintenance.

Task 3 – Bid Assistance and Installation Observation (Optional): If requested, CBBEL staff can assist the City with obtaining bids to complete the work and to observe the installation and confirm the conversion is completed in accordance with the plans. The observation would be completed on a part-time basis. We will report our findings to the City.

The Observation Services would include the following.



CBBEL will provide a Resident Engineer who will perform the following duties:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the City's liaison with the Contractor working principally through the Contractor's field superintendent.
- Provide part time observation while work is being performed.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Provide QA of Contractor's QC.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's report book, weather conditions, activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and complete the final inspection with the City, prepare a final punch list
- Verify that all the items on the final punch list have been corrected and make recommendations to the City concerning acceptance.
- Except upon written instructions of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- The Resident Engineer/Inspector will not observe, verify, confirm or ensure safety, contractor's means and methods, site hazards, or general hazards.
- Complete the vegetation monitoring visits for the 3-year contractor maintenance and monitoring period.

### FEE ESTIMATE

We estimate the costs of the services to be the following:

Task 1	\$ 800
Task 2	\$ 4,000
Task 3	\$ 5,000 (optional)

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions.

Direct costs for mileage, blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact Jedd Anderson or me if you have any questions.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

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

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

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

**Task 3**  **Accepted** or  **Declined** (Please check appropriate selection)

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

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

Direct Costs

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

\*Charges include overhead and profit

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

**AGENDA MEMO**  
**Municipal Services Meeting**  
**January 27, 2020**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67<sup>th</sup> Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.

**BACKGROUND**

At the October 7<sup>th</sup> 2019, City Council Meeting, Staff was directed to begin to implement the below improvements as they relate to the 67<sup>th</sup> Street Realignment project. Attached, and labeled as [Attachment A](#), is the October 7<sup>th</sup>, 2019 City Council Agenda.

1. Trim the trees along the intersection's right-of-way and, if possible, along the private properties adjacent to the intersection. *The Municipal Services Dept. trimmed the trees and will maintain to a turf area.*
2. Relocate the stop bar on the eastbound approach of 67th Street. Cost \$1,000.  
*The striping is included in the FY20-21 Budget*
3. Install Cross Road (MUTCD W2 -1) warning signs with an advance street name plaque on Clarendon Hills Road.  
*To be completed by Municipal Services Dept. by the revised date of April, 2020 in conjunction with the Solar Speed Signs*
4. Install Cross Road warning signs on both sides of the road both north and south of the intersection. Cost include within the above item.  
*The proposed signs are scheduled to be completed by the revised date of July, 2020 in conjunction with the restoration of the realignment.*
5. Install warning beacons on the warning signs.  
*The Cost for warning beacons is estimated to be approximately \$1,500 and is tentatively scheduled for inclusion with the above revised schedule. Funds for the beacons are available through the FY19/20 Budget under the, Sign, line item.*
6. Install speed limits signs and/or radar speed feedback signs on Clarendon Hills Road both north and south of the intersection. Cost \$10,000.  
*The FY19/20 Budget currently has a line item for the purchase of 2 Solar Speed Limit Flashing Signs. The signs were earmarked for Beller Road in the event additional signage was required. Currently there are 2 Solar Signs that were placed mid-block of Beller in 2018. To date, no additional concerns of speeding have been received. The Municipal Services Committee recommends to utilize the funds for the signs at the above locations. This item will be presented through a separate agenda item.*
7. Widen the eastbound approach of 67th Street to provide a westbound lane and an eastbound separate left-turn lane and a shared through/right-turn lane.

The funding for the re-construction is inclusive of the FY20-21 Budget. The scope of work includes reconstructing the west leg of the 67th Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This includes a right turn/thru lane, a striped left turn lane, and a thru lane. This proposal assumes the existing 67th Street pavement from Clarendon Hills Road to the west will be reconstructed with 2" of Hot-Mix Asphalt Surface Course, 4" of Hot-Mix Asphalt Binder Course, and 12" of Aggregate Base Course

will be utilized to widen the roadway to the north of the existing pavement. The improvement length is approximately 400 linear feet.

The 67<sup>th</sup> Street roadway is scheduled for resurfacing this year and this opportunity allows for a substantial savings in the amount of \$150,000 versus if the project was a standalone project. The estimate construction costs associated with widening have been estimated at \$145,000 and City will be the general contractor and will be scheduling City awarded vendors as follows:

1. Scorpio Construction-Storm Sewer Removal and Replacement –Unit prices in place for the 67<sup>th</sup> Street Ditch Project
2. Suburban Concrete-Pending City Council Budget approval they will be completing the 2020 Concrete Program
3. Roadway-Awarded vendor to be determined by January 24, 2020, and pending City Council approval will be completing the base and bituminous services associated with the entire roadway
4. Striping-will be completed through the awarded joint purchasing co-op for stripping
5. JC Landscaping or RGII-Restoration Services-Unit prices in place for landscape restoration.

Since Staff does not have the expertise to layout the proposed widening the services for Construction layout are required. The engineering services include two site visits for the staking of the storm water infrastructure, curb and gutter as well as road grades.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY20-21 BUDGET	PROPOSED EXPENDITURE
25-35-4325	Engineering - 67 <sup>th</sup> Street – Construction Layout	\$10,000	\$ 10,000

**STAFF RECOMMENDATION**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the Construction Layout Services for the geometrical reconfiguration of 67<sup>th</sup> Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.

**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on a future City Council agenda for formal consideration formal approval.

**AGENDA MEMO**  
**City Council**  
**October 7, 2019**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street Improvements Project in an amount not to exceed \$32,017.

**Please note this agenda memo is being presented due to timing constraints and pending City Council approval of a previous memo addressing 67<sup>th</sup> and Clarendon Hills Road - traffic signal warrant study and options from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants, Option 3.**

**RESOLUTION**

**BACKGROUND**

Recently, the City Council has been reviewing the 67<sup>th</sup> Street and Clarendon Hills Road traffic signal warrant study and options as prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants.

Since the roadway is slated for a resurfacing project, there is an opportunity to construct the suggested geometrical reconfiguration with cost savings. The reasoning is since the city bids and oversees various facets of road construction; curb and gutter, paving and striping, the items would be included as part of our annual contracts. The cost savings would be further realized due to the above-mentioned versus the project being bid as a sole contract.

In anticipation of the approval of the geometrical configuration, referred to as Option No 3, the engineering services would include the reconstruction of the west leg of the 67th Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). The scope of work includes the following:

- Widening the western mouth of the intersection
- Constructing a right turn lane
- Constructing a left turn lane, and a thru lane.

The scope of services includes the following:

**PHASE I – PRELIMINARY ENGINEERING:**

- Task 1 – Project Kick-off Meeting
- Task 2 – Topographic Survey
- Task 3 – Geotechnical Investigation
- Task 4 – Evaluation of Geotechnical Report
- Task 5 – Field Reconnaissance

**PHASE II –ENGINEERING DESIGN AND BIDDING:**

- Task 6 – J.U.L.I.E. Utility Coordination
- Task 7 – Preparation of Preliminary Concept Plan (50% Submittal)
- Task 8 – Meeting with City

**DESIGN ENGINEERING PHASE:**

Task 9 – Preliminary Contract Documents & Cost Estimate (95% Submittal)

Task 10 – QA/QC Submittal & Final Plans, Specifications & Cost Estimate (100% Submittal)

Task 11 – Bidding Assistance

**Please note the engineering services for the proposed work was not considered for this year’s budget. Costs savings have been recognized within this year’s Road Program that would allow the expense to be absorbed.**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY19-20 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>
25-35-4325	Engineering - 67 <sup>th</sup> Street – Clarendon Hills Rd to Alabama Ave	\$ 0	\$ 32,017

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends the approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street Improvements Project in an amount not to exceed \$32,017.

**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the agenda for the October 7, 2019 City Council agenda for formal approval.

RESOLUTION NO. R-96-19

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street improvements project in an amount not to exceed \$32,017., a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of October 2019.**

AYES: 7 - Belczak, Chlystek, Gustafson, Kenny, Schuaer, Sullivan, Vaughan

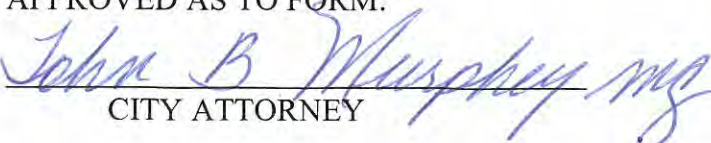
NAYS: 0 - NONE

ABSENT: 0 - NONE

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of October 2019.**

  
JOSEPH A. MARCHESE, MAYOR

ATTEST:  
  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:  
  
CITY ATTORNEY







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

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

September 4, 2019

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
67<sup>th</sup> Street Improvements Project–Clarendon Hills Road to Alabama Avenue

Dear Dan:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the design and preparation of construction documents for the 67<sup>th</sup> Street Improvements Project. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the City of Darien would like to reconstruct the west leg of the 67<sup>th</sup> Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This includes a right turn/thru lane, a striped left turn lane, and a thru lane. This proposal assumes the existing 67<sup>th</sup> Street pavement from Clarendon Hills Road to the west will be reconstructed with 2" of Hot-Mix Asphalt Surface Course, 4" of Hot-Mix Asphalt Binder Course, and 12" of Aggregate Base Course will be utilized to widen the roadway to the north of the existing pavement. The improvement length is approximately 400 linear feet.

CBBEL proposes the following Scope of Services for the 67<sup>th</sup> Street Improvements Project.

***PHASE I – PRELIMINARY ENGINEERING:***

**Task 1 – Project Kick-off Meeting**

CBBEL will meet with City staff to discuss the project goals and objectives and collect all pertinent data. At the kick-off meeting, the Project Team will formalize working relationships, establish primary points of contact and review project procedures. The kick-off meeting will also serve as an opportunity to discuss project constraints and identify anticipated design, permitting and construction issues. CBBEL will prepare meeting notes with action items identified and distribute to the meeting attendees.

**Task 2 – Topographic Survey**

As part of this task, CBBEL will perform Full Topographic Survey of 67<sup>th</sup> Street and the adjacent Clarendon Hills Road intersection (500'LF±) to be used as a base map for Design purposes. The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits (as per attached exhibit). Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No J.U.L.I.E. Utility Survey Coordination is included in this task.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto base maps at 1'=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

### Task 3 – Geotechnical Investigation

One (1) pavement core will be obtained as part of the Geotechnical Exploration by Testing Services Corporation (TSC) for compliance with the Clean Construction Demolition Debris (CCDD).

The report will give complete pavement and base surface thickness, as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

#### **Task 4 – Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine any changes to the proposed typical section and project specifications, including any additional pay items that may be required.

**Task 5 – Field Reconnaissance:** CBBEL Design and Construction Staff will perform a Field Reconnaissance of the pavement to be widened and reconstructed. The purpose of the Field Reconnaissance will be to determine the limits and drainage issues. The results of the Field Reconnaissance will be used to prepare the bid booklet. The results of the Field Reconnaissance will be reviewed with the City Staff and compared to previous estimates to determine the impact on the estimated construction cost.

### ***PHASE II –ENGINEERING DESIGN AND BIDDING:***

#### **Task 6 – J.U.L.I.E. Utility Coordination**

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

#### **Task 7 – Preparation of Preliminary Concept Plan (50% Submittal)**

CBBEL will prepare a preliminary concept plan showing the proposed layout of the propose roadway improvements, including widening limits, proposed striping, and drainage improvements, as well as a detailed proposed typical section. A preliminary estimate of cost will also be provided to the City at this time.

**Task 8 – Meeting with City**

CBBEL will meet on-site with representatives from the City to discuss the project implications as shown on the Preliminary Concept Plan detailed in Task 7. This task assumes one (1) meeting at two (2) hours with two (2) CBBEL employees and the preparation of meeting minutes.

At this time, the City will determine if they want to proceed with the project.

***DESIGN ENGINEERING PHASE:***

**Task 9 – Prefinal Contract Documents and Cost Estimate (95% Submittal)**

CBBEL will prepare plans, specifications, and cost and working day estimates in accordance with all applicable City, IDOT, Illinois Sewer and Water Standards and other agency standards. Plans will be prepared using MicroStation CAD software.

CBBEL will use IDOT standard pay items or City standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, specifications and estimates will be submitted to the City for review.

Detailed plans will be developed and are anticipated to consist the following:

SHEET	# OF SHEETS	HOURS PER SHEET	HOURS
Title Sheet	1	8	8
General Notes	1	8	8
Summary of Quantities	1	12	12
Earthwork Schedule	1	12	12
Alignment, Ties and Benchmarks	1	8	8
Typical Section	1	12	12
Existing Conditions and Removal Plan (1" = 20')	1	10	10
Roadway Plan and Profile (1" = 20')	1	12	12
Drainage Plan and Profile (1" = 20')	1	10	10
Proposed Striping Plan (1" = 20')	1	10	10
Soil Erosion/Sediment Control Plan	1	10	10
Construction Details	1	8	8
Soil Erosion/Sediment Control Notes and Details	1	8	8
Cross Sections	2	8	16
Specification	--	--	8
Cost Estimate/Quantities	--	--	8
TOTAL	15		160

**Task 10 – QA/QC Submittal and Final Plans, Specifications and Cost Estimate (100% Submittal)**

CBBEL will make the final revisions to the 95% submittal based on the review comments from the City and permitting agencies. The City will perform a QA/QC review and CBBEL will then finalize the documents for bidding. The requested number of copies of plans and specifications will be submitted to the City. A final estimate of cost will be provided to the City. CBBEL will provide plans and specifications to the City in the requested hard copy and electronic format.

**Task 11 – Bidding Assistance**

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

**ESTIMATE OF FEE**

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

Task 1 – Project Kick-off Meeting	\$	500
Task 2 – Topographic Survey	\$	4,500
Task 3 – Geotechnical Investigation	\$	3,667
Task 4 – Evaluation of Geotechnical Report	\$	500
Task 5 – Field Reconnaissance	\$	800
Task 6 – J.U.L.I.E. Utility Coordination	\$	500
Task 7 – Preparation of Preliminary Concept Plan (50% Submittal)	\$	10,000
Task 8 – Meeting with City	\$	800
Task 9 – Preliminary Contract Documents and Cost Estimate (95% Submittal)	\$	9,000
Task 10 – QA/QC Submittal and Final Plans, Specifications and Cost Estimate (100% Submittal)	\$	1,000
Task 11 – Bidding Assistance	\$	750
<b>Total</b>	\$	<b>32,017</b>

Tasks 1-8 will be completed for a fee not to exceed \$21,267 within 6 to 8 weeks of receiving notice to proceed. We will not proceed with Tasks 9-11 until directed to do so, and those tasks will take additional 4 to 6 weeks.

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

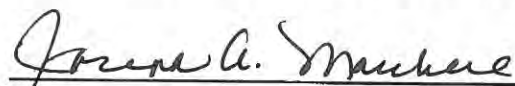
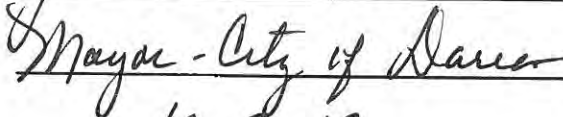
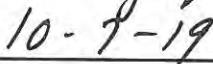
Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely, 

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

BY:   
TITLE:   
DATE: 

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2019**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	265
Engineer VI	241
Engineer V	200
Engineer IV	163
Engineer III	146
Engineer I/II	116
Survey V	220
Survey IV	188
Survey III	165
Survey II	121
Survey I	96
Engineering Technician V	190
Engineering Technician IV	155
Engineering Technician III	140
Engineering Technician I/II	65
CAD Manager	170
Assistant CAD Manager	147
CAD II	130
GIS Specialist III	142
GIS Specialist I/II	90
Landscape Architect	163
Environmental Resource Specialist V	208
Environmental Resource Specialist IV	163
Environmental Resource Specialist III	134
Environmental Resource Specialist I/II	90
Environmental Resource Technician	110
Administrative	100
Engineering Intern	61
Information Technician III	125
Information Technician I/II	112

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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



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

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

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

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

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

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

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF DU PAGE )

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-96-19 — “A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017.00”** of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on October 7, 2019

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 7<sup>th</sup> day of October, 2019.



  
\_\_\_\_\_  
City Clerk



October 8, 2019

Mr. Daniel Lynch  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Rd, Suite 600  
Rosemont, IL 60018

RE: Engineering Agreement – design and preparation of construction documents for the 67th street improvements project

Dear Mr. Lynch:

Enclosed please find a certified copy of **Resolution No. R-96-19 – “A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017”** passed by the City Council at its regular meeting on October 7, 2019.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,  
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac", is written over the printed name.

Daniel Gombac  
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk  
Kris Throm, Superintendent of Municipal Services



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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE CONSTRUCTION LAYOUT SERVICES FOR THE GEOMETRICAL RECONFIGURATION OF 67<sup>TH</sup> STREET-ADJACENT TO THE WESTERN LEG OF CLARENDON HILLS ROAD IN AN AMOUNT NOT TO EXCEED \$10,000.**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67<sup>th</sup> Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

December 5, 2019

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Subject: Professional Services Proposal to Provide Construction Layout for the 67<sup>th</sup> Street Improvements Project, in Darien, IL

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional land surveying services required for the construction layout required for the construction of the 67<sup>th</sup> Street Improvements Project in Darien, Illinois. This proposal is based on the engineering plans prepared by Christopher B. Burke Engineering, Ltd. (CBBEL) provided to the City on November 26<sup>th</sup>, 2019. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the City of Darien will be reconstructing the west leg of the 67<sup>th</sup> Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This proposal assumes Christopher B. Burke Engineering, Ltd. survey crews will be completing staking of the proposed drainage structures as well as the proposed curb and gutter. This will include stakes at the proposed edge of pavement where necessary as well as offsets approximately every fifty feet. The improvement length is approximately 400 linear feet.

CBBEL proposes the following Scope of Services for the 67<sup>th</sup> Street Improvements Project.

**SCOPE OF SERVICES**

We have proposed the following services to assist you in completion of the project requirements.

**Task 1 – Construction Control and Layout:**

1. Initial coordination with Client.
2. Office preparation of field staking data.
3. On-site recovery and verification of existing plan horizontal and vertical control (supplied by client).
4. Construction Layout of Proposed roadway Paving

- Stake back of curb at 50-foot intervals and changes in alignment with graded offsets.
5. Construction Layout of Proposed Utility Improvements
- Stake centerline of storm manholes, catch basins, and inlets with graded offsets.

*NOTE: All layout of proposed site features will be staked two time maximum in the field from plans provided by client to CBBEL in MicroStation V8i (.dgn) format. Any additional restaking of previously completed work or additional layout not included under contract will be billed at the attached hourly rates. No final as-built conditions survey will be included, but can be provided under separate contract.*

It is understood that Christopher B. Burke Engineering, Ltd. (CBBEL) will not be responsible for job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor(s) means and methods of their work and we shall not be liable for the results of any such interpretations or decisions rendered in good faith.

**FEE ESTIMATE**

We estimate the cost of the Scope of Services will be:

Task 1 – Construction Control and Layout:	\$10,000
<b>Not to Exceed</b>	<b>\$10,000</b>

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

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

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M. ASCE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

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

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

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

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

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

Direct Costs

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

\*Charges include overhead and profit

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**January 27, 2020**

**ISSUE STATEMENT**

Discussion and Presentation-Space Study Allocation-Review and Concept Design Summary of the Professional Design Services by Tria Architecture for the Public Works Facility located at 1041 South Frontage Road.

**BACKGROUND/HISTORY**

The City Council approved a resolution on September 3, 2019 authorizing Tria Architecture, Inc for the Professional Design Services for the Public Works Facility. The following services were provided:

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

Attached and labeled as [Attachment A](#) is an Executive summary, facility report, renovation cost schedule and potential buildout design as prepared by Tria Architecture. Tria Architecture will be presenting the report to the Municipal Services Committee.

As further background it is estimated that the building was constructed in the mid 1970's as a trucking trailer repair facility with a dispatch center. The City of Darien purchased the property for \$1.5 million in the mid 1980's and in the early 1990's the site became the Municipal Services Department facility. The construction of the garage area is a pole barn design with a sheet metal facade adjacent to three exterior walls with office space and a brick facade fronting Frontage Road.

Current Statistics:

- Lot Size 2.7 Acres
- Building Area-First Floor 9,600 S.F. Second Floor 2,400 S.F
- Offsite Building Areas-4 Locations Totaling 8,700 S.F.
- Fleet Equipment 70-Pieces
- Total No. of Fleet Equipment Under Roof On-site 40%
- Total No. of Fleet Equipment Outside On-site 35%
- Total No. of Fleet Equipment Under Roof Off-site 25%

Currently the building is showing signs of deficiencies as follows:

- ❖ Support Poles - Critical Elements Repaired-On going repairs
- ❖ Roof - The roof system is obsolete and requires replacement
- ❖ Locker Rooms - No current facility
- ❖ Bathroom Facilities - Non ADA compliant
- ❖ HVAC – While the units are relatively new, they will not serve their useful life due to the building envelope being non energy efficient.
- ❖ Window Glazing - Existing glazing is single pane-non energy efficient

- ❖ Garage Walls - Air Infiltration-Non energy efficient
- ❖ Fuel Pump Island – Island showing signs of deterioration
- ❖ Storage for vehicles and dry inventory is currently being utilized outside of the garage area
- ❖ Lack of storm water drainage
- ❖ Site congestion/parking shortfall
- ❖ City Mechanic - Limited space needed
- ❖ Lunchroom - Lack of space/Rest Facility
- ❖ Training Room - Limited Capacity

Throughout the last several months, Tria Architecture conducted interviews with Staff and on-site visits to review equipment inventory, storage facilities-on/off site, mechanic operations, loading/unloading logistics, vehicle maneuvering, bin storage, and typical daily operations. The report extrapolates renovation costs as well as expansion costs utilizing the existing parcel. The costs for the above related items are as follows:

- ❖ Minimal Renovation Costs \$2.6M-Existing Site  
Reconfiguration of Existing Garage-Storage/Mezzanine-ADA-Egress-Energy Code Updates-Roof-Life Safety

The above renovation does not provide any additional storage and is considered a limited facility upgrade.

- ❖ Maximum Expansion Costs \$8M-Existing Site  
The proposed upgrade would include the following:

- Existing garage reconfiguration
- Existing storage and mezzanine reconfiguration
- New Garage space
- New office / locker room space
- New Maintenance bays
- Material storage reinforced concrete dividers
- Material storage steel canopy
- Pipe storage rack and steel canopy
- Fuel canopy
- Remove and replace underground fuel tanks
- Paving
- Relocation of De-icing equipment
- Perimeter fence and gates

The above renovation would decrease fleet equipment to exterior and off site storage as follows:

- Total No. of Fleet Equipment Under Roof On-site 79%-Increase of 39%
- Total No. of Fleet Equipment Outside On-site 4% Decrease of 31%
- Total No. of Fleet Equipment Under Roof Off-site 14% Decrease of 11%

### **STAFF RECOMMENDATION**

Upon review, Tria Architecture and Staff reviewed the Master Plan Renovation. The general recommendation is that it is not favorable to invest in the current site. The site would be fully

maximized and allow for no additional expansion for future expansion such as equipment and operations and there still would be a shortfall of space requirements.

The City Staff is requesting of the Committee for the following consideration:

1. Discussion, comments, questions and recommendations regarding the above options.
2. Discussion and recommendation regarding the following:
  - A. Recommendation to City Council seeking a site within the corporate limits for approximately 5-6 acres pending land configuration. This item would require the professional services of a broker. In turn, the existing site could be placed on the market.
  - B. Recommendation to provide a site plan, with renderings for a new Public Works facility. The proposed site would include the opportunity for the Municipal Services site to operate from one central site with no offsite storage requirements. In turn, this would allow for the sale of two additional retired water plants adjacent to Manning Road.

#### **ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

#### **DECISION MODE**

This item will be placed on the February 3, 2020 City Council agenda for discussion and further recommendations.



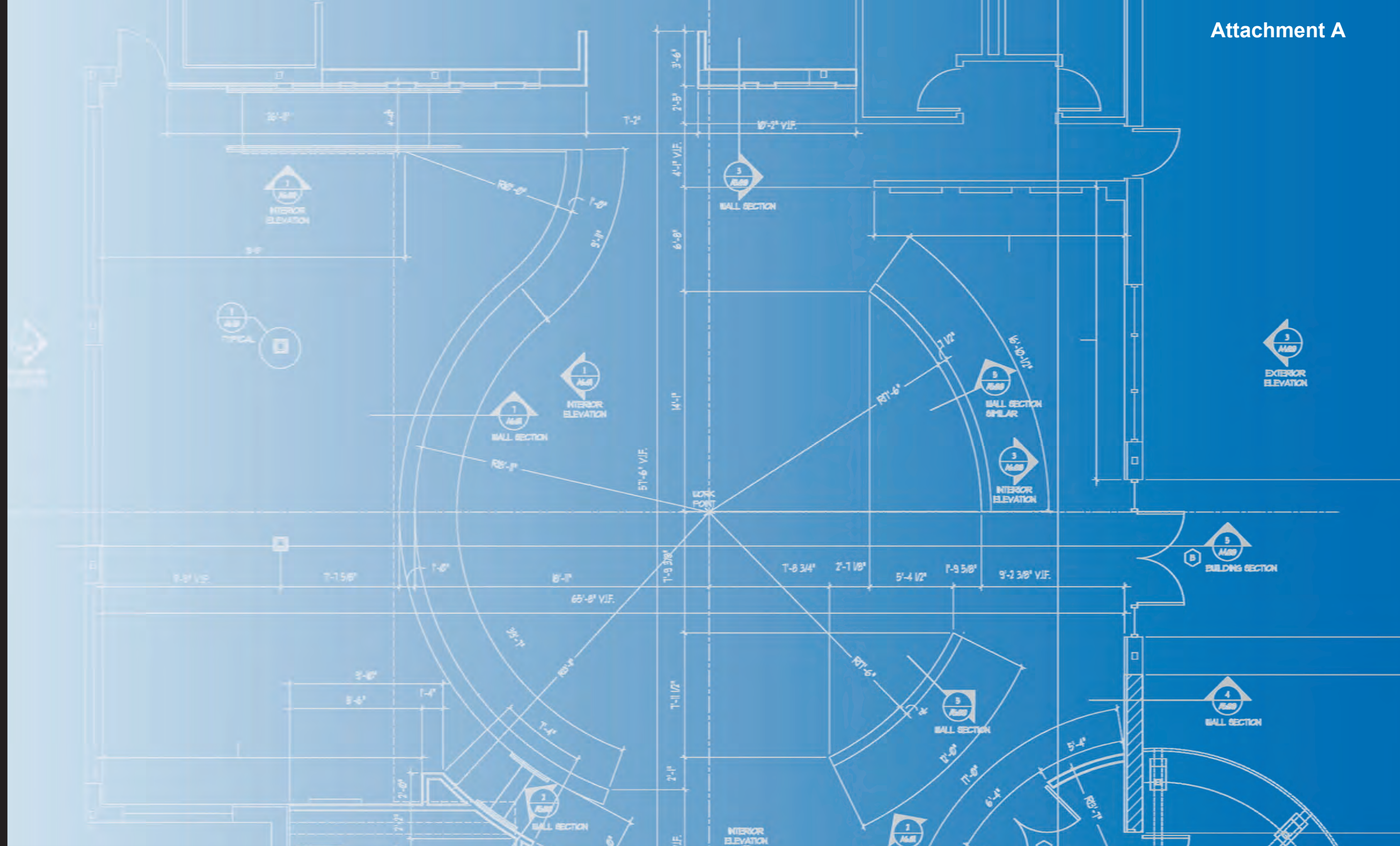
**City of Darien**

Mayor Joseph A. Marchese  
Dan Gombac, Director of Municipal Services  
Kris Throm, Superintendent

**City Council**

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

Project Number: 19-041



# 2019 Public Works Master Plan

January 22, 2020





January 21, 2020

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

Re: City of Darien  
2019 Public Works Facility Master Plan  
Architect's Project Number: 19-041  
**Executive Summary Report**

Dear Mr. Gombac:

Tria Architecture, Inc. performed a visual survey of the existing City of Darien Public Works Department Facility located at 1041 S. Frontage Road, Darien, IL 60561. No destructive testing or testing of materials on site was performed at this time. The results given within are based solely upon this visual survey and staff interviews.

Refer to the attached cost estimate for noted deficiencies and corrective measures for each item recommended to be addressed. Estimated costs listed are all in 2019 dollars. Reference floor and site plans have been included as a general guide to the location of the noted items. Photos of some conditions have also been included in this report. The report has been divided into the following categories:

**RENOVATIONS** (existing 4,932 SF facility)

- Interior (review of interior spaces and layouts)
- Building envelope (exterior walls, doors, windows)
- Roofing (exterior roofing, fascias, soffits)
- Mechanical, Electrical and Plumbing observations, maintenance and recommendations
- Owner's items provided by the Public Works Department

**ADDITIONS** (26,037 SF proposed)

- New space needed for equipment storage, required staff rooms (i.e. ADA toilet rooms, locker rooms, elevators and meeting spaces)
- New space for adequately sized enclosed maintenance bay
- Owner's items provided by the Public Works Department

**SITE IMPROVEMENTS** (existing 2.7 acres)

- Improvements and reconfiguration to material storage bin areas
- Storm water storage improvement
- Underground fuel storage replacement

**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)

- Overall site reconfiguration and maximization
- Owner's items provided by the Public Works Department

**CURRENT DEFICIENCIES:**

- Extensive deferred maintenance;
- Inefficient layout requiring more man hours to move equipment seasonally and daily;
- Lack of accessible spaces as per ADA (American with Disabilities Act);
- Lack of current public work staff spaces
- Poor energy efficiency;
- Undersized facility for the current requirements of the Public Works Department

**CURRENT EQUIPMENT STORAGE:**

- On-site (interior): 40%
- On-site (exterior): 35%
- Off-site: 25%

**PROPOSED EQUIPMENT STORAGE (as per master plan):**

- On-site (interior): 79%
- On-site (exterior): 4%
- Off-site: 14%

**PROPOSED EQUIPMENT STORAGE (at new site):**

- On-site (interior): 100%
- On-site (exterior): 0%
- Off-site: 0%

**FACILITY COMPARISON:**

Please see the following summary of your current facility compared a new facility for a neighboring municipality (Palos Heights Public Works):

Population:	Palos Heights (12,438) / Darien (22,085)
Site:	Palos Heights (5.05 acres) / Darien (2.7 acres)
Facility Size:	Palos Heights (43,500 sf) / Darien (12,065 sf current; 38,102 sf maximum allowed on site based on master plan)
On-site staff parking:	Palos Heights (56) / Darien (22 current; 30 proposed; 36 required)
Building Budget:	Palos Heights (\$7.6M or 175/sf – does not include a salt dome)

**SUMMARY:**

In our study of the existing facility and site, we have maximized every aspect of the site and facility to house the current Public Works equipment inventory scattered amongst four locations in Darien. A majority of the equipment inventory has been accounted for in the proposed design, however not all of this inventory can fit at this site and allows no room for any additional expansion. Therefore, it is our recommendation that a major renovation of the existing facility is not financially prudent and a new long term location and facility should be reviewed to fulfill the current and future needs of the Darien Public Works Department.

**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  
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# Preliminary Cost Estimate

## City of Darien

Public Works Renovations  
 Architect's Project #: 19-041  
 January 21, 2020



Item	Quantity	Unit	Unit Cost	Proposed Master Plan Addition and Renovation Cost Estimate	Minimal Renovation Cost Estimate	Future Cost Estimate
<b>Renovations - Existing main building</b>						
Existing garage reconfiguration	7,133	SF	\$75.00	\$534,975.00	\$369,900.00	\$588,472.50
Existing storage and mezzanine reconfiguration	4,932	SF	\$100.00	\$493,200.00	\$493,200.00	\$542,520.00
ADA, Egress, Energy Code, Roofing, Life Safety (if renovate existing facility only)	4,932	SF	\$150.00	See Footnote "A"	\$739,800.00	\$0.00
<b>Additions</b>						
New Garage space	17,051	SF	\$125.00	\$2,131,375.00	\$0.00	\$2,344,512.50
New office / locker room space	7,546	SF	\$150.00	\$1,131,900.00	\$0.00	\$1,245,090.00
New Maintenance bays	1,440	SF	\$150.00	\$216,000.00	\$0.00	\$237,600.00
<b>Site</b>						
Material storage reinforced concrete dividers	123	CY	\$336.00	\$41,328.00	\$0.00	\$45,460.80
Material storage steel canopy	3,840	SF	\$30.00	\$115,200.00	\$0.00	\$126,720.00
Pipe storage rack and steel canopy	3,800	SF	\$40.00	\$152,000.00	\$0.00	\$167,200.00
Fuel canopy (34'x56')	1,904	SF	\$60.00	\$114,240.00	\$0.00	\$125,664.00
Remove and replace underground fuel tanks	2	EA	\$300,000.00	\$600,000.00	\$0.00	\$660,000.00
Paving (existing lot and new areas)	64,137	SF	\$6.00	\$384,822.00	\$384,822.00	\$423,304.20
Relocate brine tank	1	EA	\$4,000.00	\$4,000.00	\$0.00	\$4,400.00
Underground stormwater detention vault	1	EA	\$150,000.00	\$150,000.00	\$0.00	\$165,000.00
6' High metal fence	425	LF	\$70.00	\$29,750.00	\$0.00	\$32,725.00
Metal gate and opener	1	EA	\$6,000.00	\$6,000.00	\$0.00	\$6,600.00
				<b>SUB-TOTAL:</b>		
				\$6,104,790.00	\$1,987,722.00	\$6,715,269.00
5% Design Contingency				\$305,239.50	\$99,386.10	\$335,763.45
5% Construction Contingency				\$305,239.50	\$99,386.10	\$335,763.45
10% General Contractor OH&P				\$671,526.90	\$218,649.42	\$738,679.59
A&E Fees				\$590,943.67	\$192,411.49	\$650,038.04
				<b>TOTAL:</b>		
				\$7,977,739.57	\$2,597,555.11	\$8,775,513.53

Notes:

- A. ADA, Egress, Energy, Roofing and Life Safety items are included in the new addition costs
- B. This estimate does not include any abatement costs (if needed) under separate contract
- C. This estimate does not include any site remediation costs (if needed) under separate contract



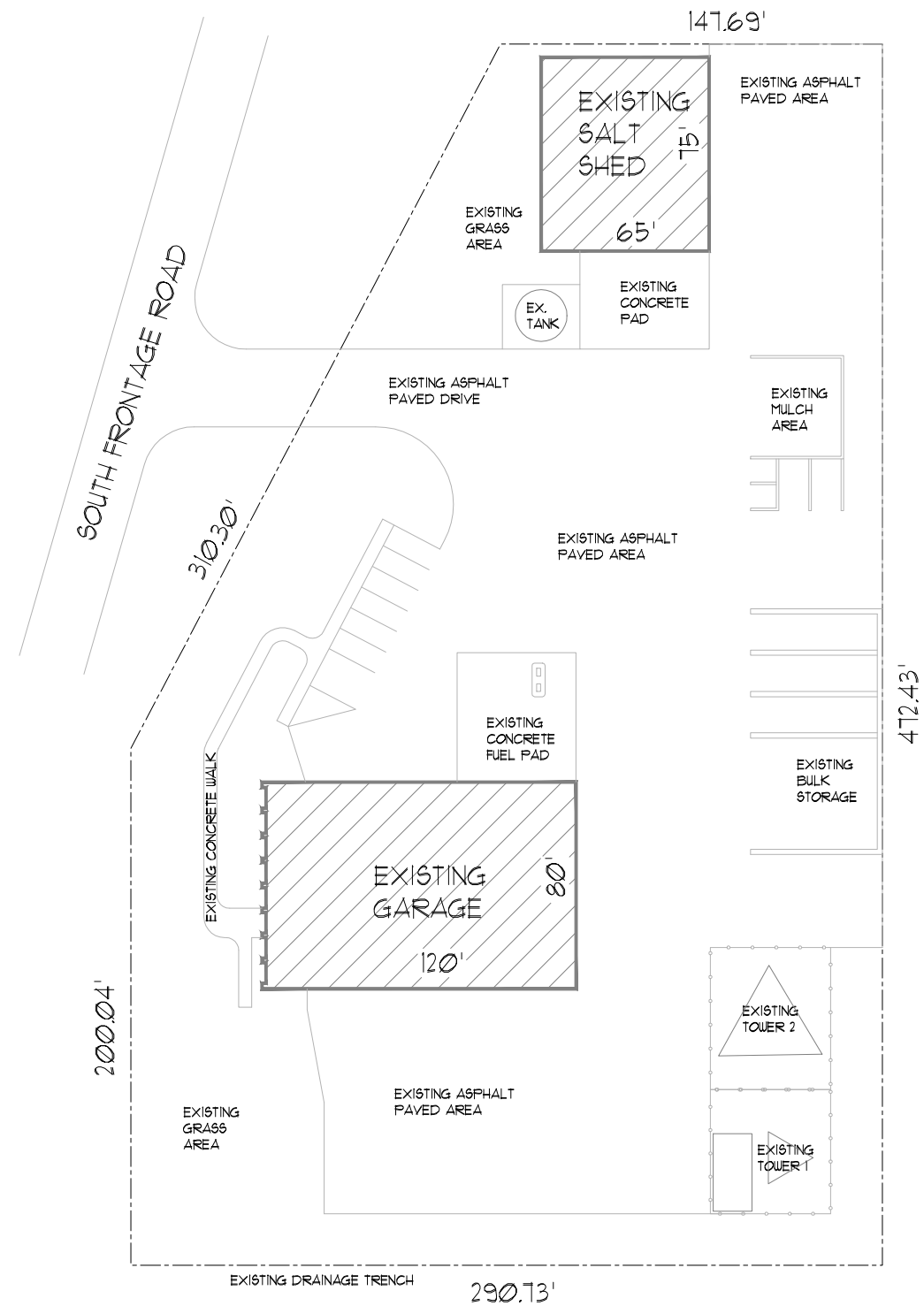
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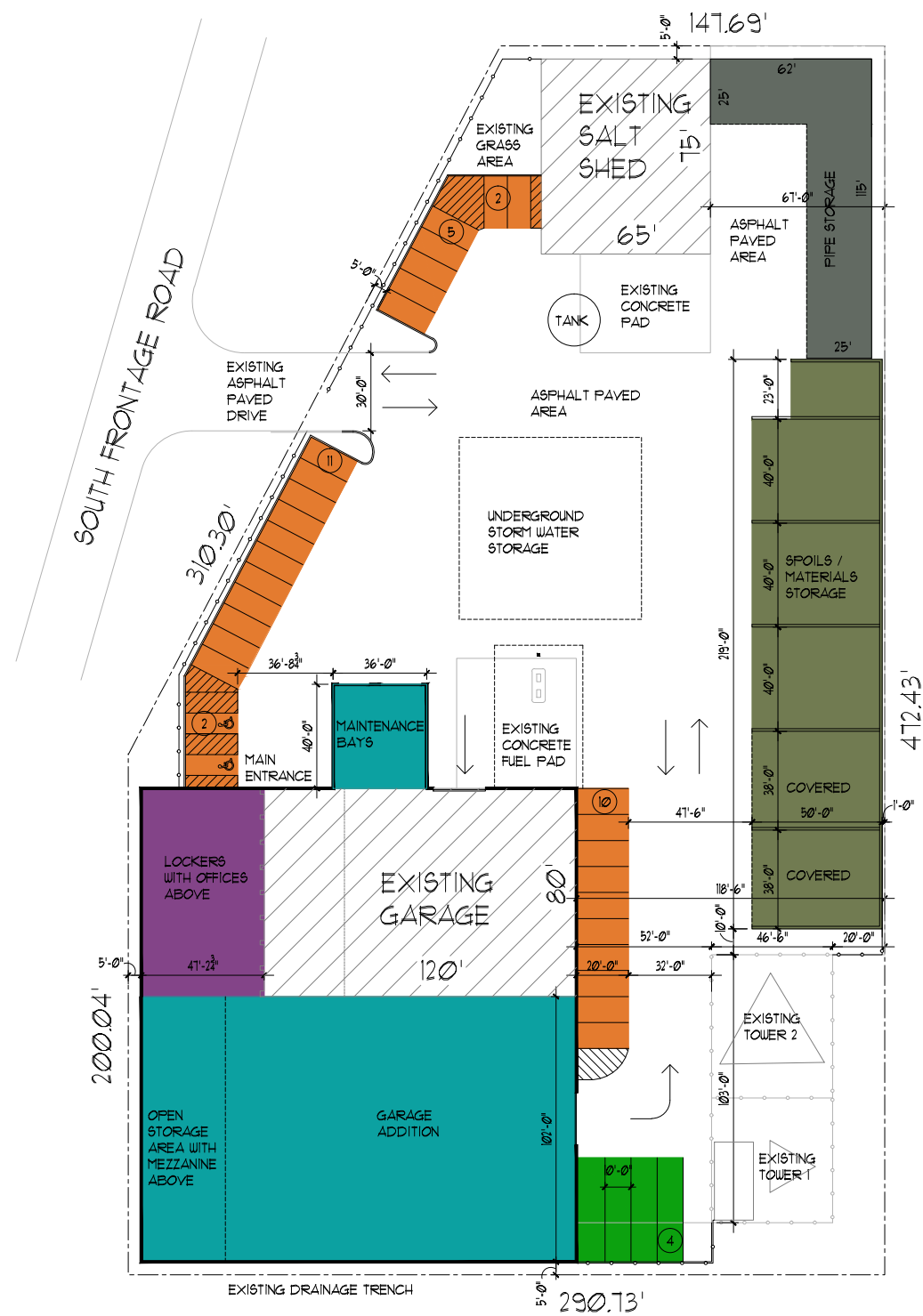
1 EXISTING ARCHITECTURAL SITE PLAN  
1" = 30'-0"



2 EXISTING SATELLITE IMAGE  
N.T.S.



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1 ARCHITECTURAL SITE PLAN  
1" = 30'-0"



### SITE ANALYSIS

ZONING INFORMATION:

EXISTING ZONING DISTRICT	= I-1 (GENERAL INDUSTRIAL)
EXISTING LOT AREA	= 117,868 SF (2.7 ACRES)
EXISTING BUILDING AREA:	
FIRST FLOOR	= 9,600 SF
SECOND FLOOR	= 2,400 SF
TOTAL	= 12,000 SF

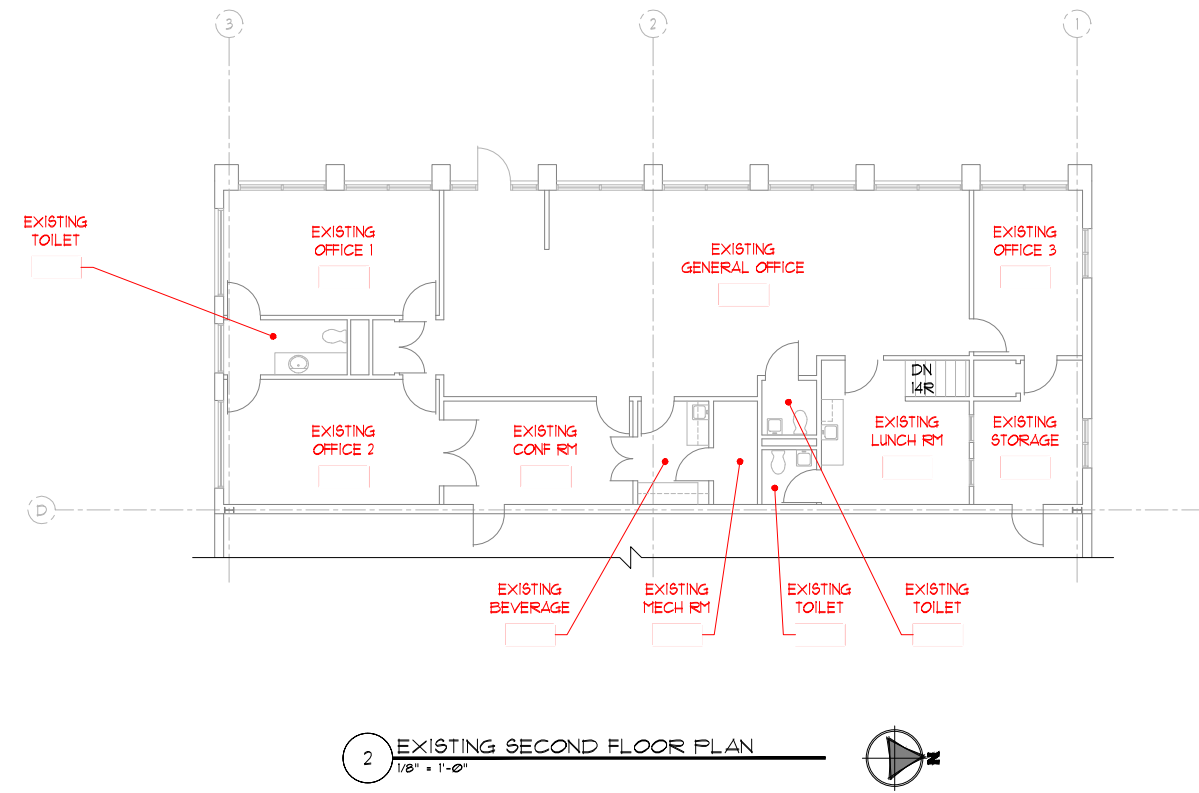
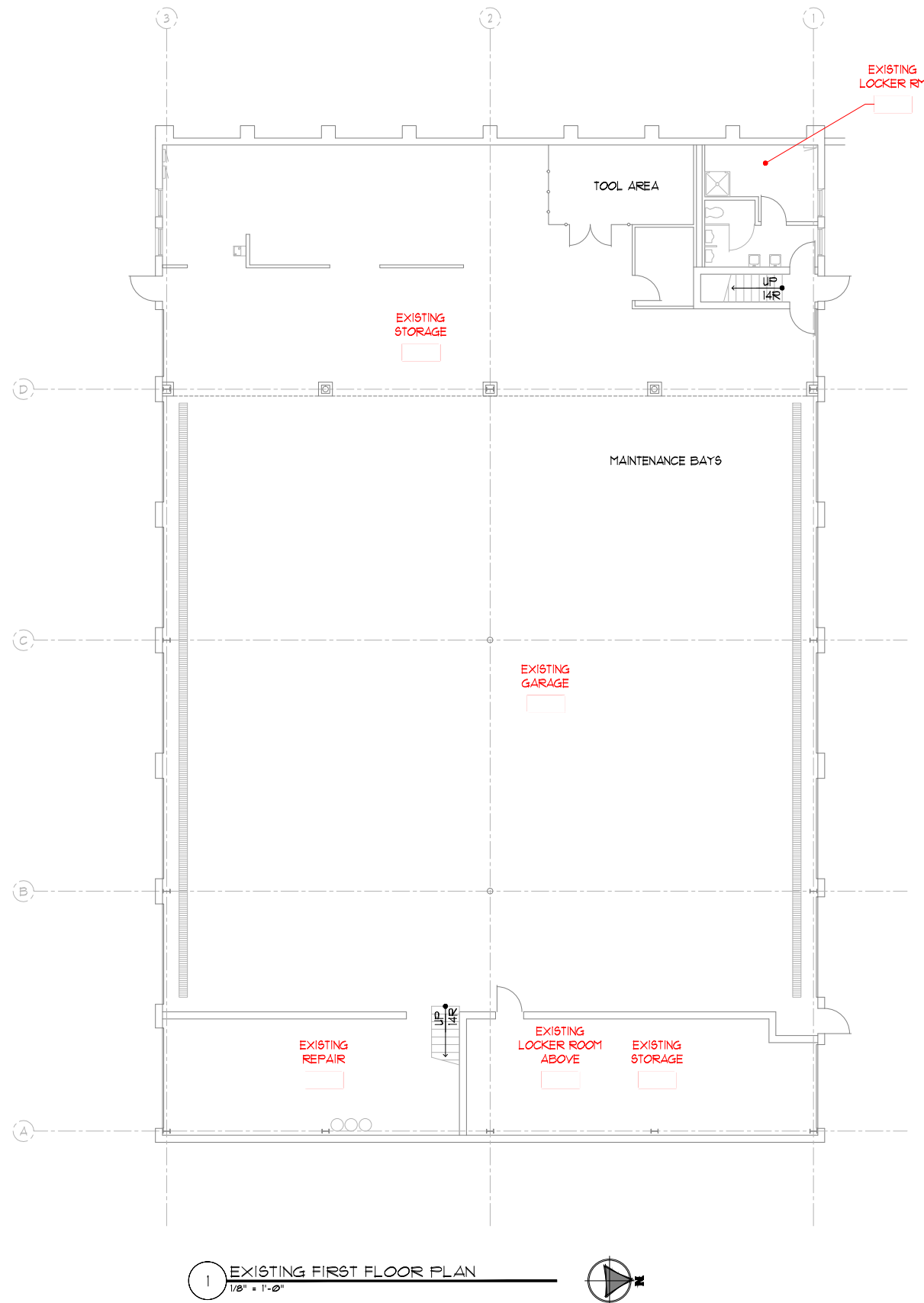
### LEGEND

- EXISTING BUILDING
- ADDITION - GARAGE AND MAINTENANCE AREAS
- ADDITION - OFFICE AREA / LOCKER ROOMS
- EMPLOYEE PARKING AREA (30 SPACES)
- OUTDOOR EQUIPMENT PARKING AREA
- OUTDOOR MATERIAL STORAGE AREA
- COVERED OUTDOOR PIPE STORAGE AREA

### OFF SITE BUILDING SUMMARY

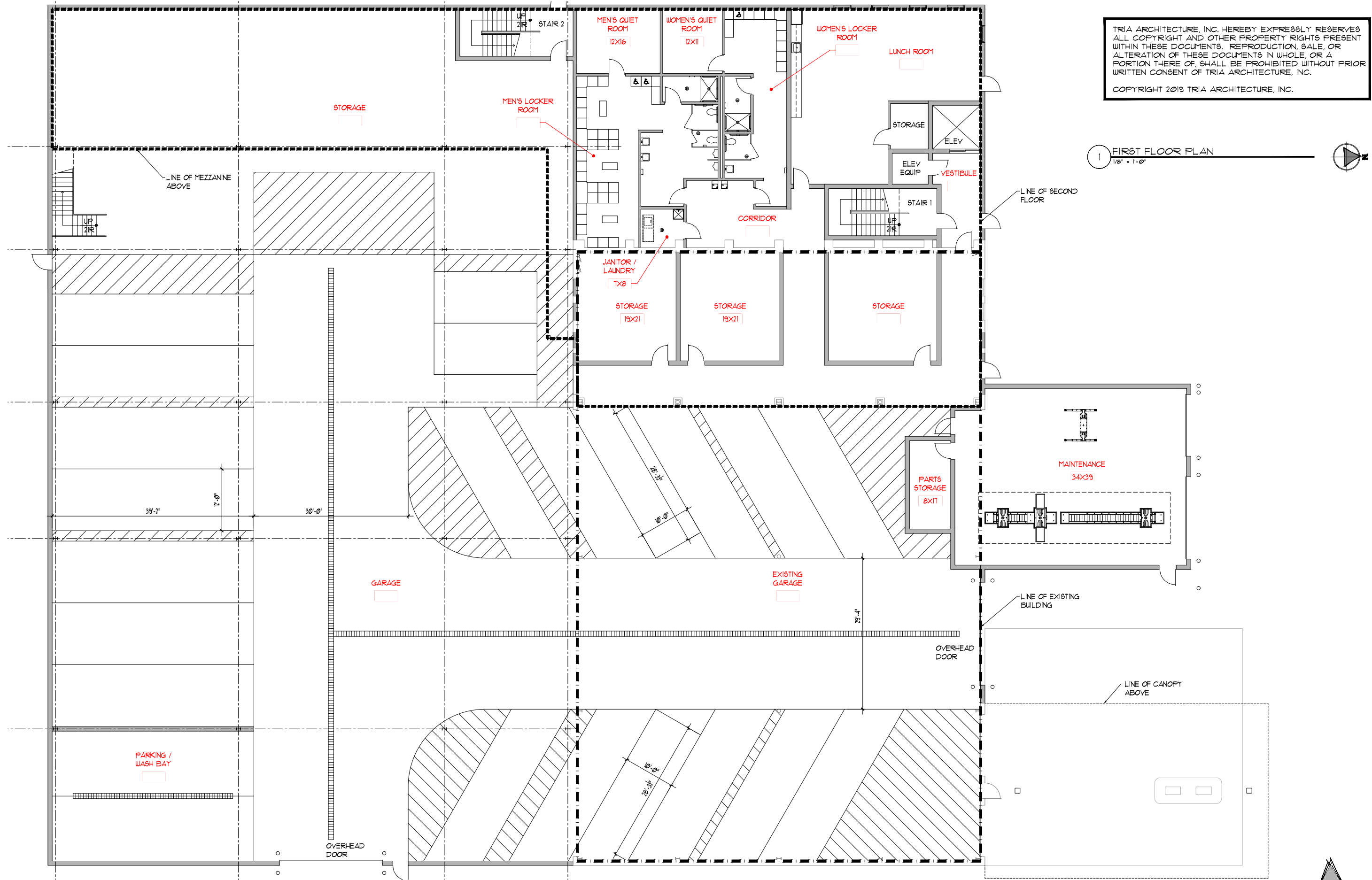
PLANT #2 (1220 PLAINFIELD ROAD)	= APPROX. 2,100 SF
PLANT #3 (1930 MANNING ROAD)	= APPROX. 1,700 SF
PLANT #4 (1831 MANNING ROAD)	= APPROX. 1,500 SF
PLANT #5 (2600 LEMONT ROAD)	= APPROX. 2,800 SF
TOTAL	= APPROX. 8,100 SF

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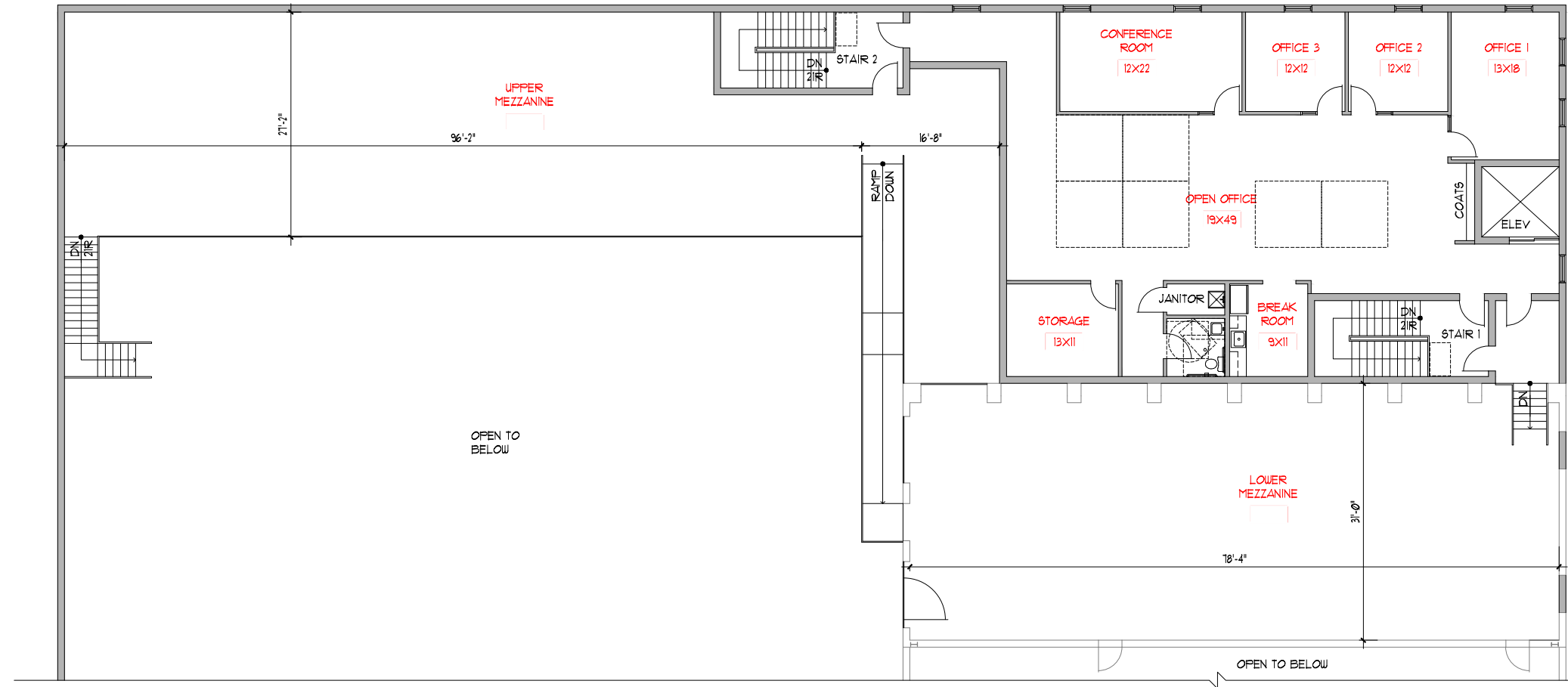
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1 FIRST FLOOR PLAN  
 1/8" = 1'-0"





1 SECOND FLOOR PLAN  
1/8" = 1'-0"

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**AGENDA MEMO**  
**Municipal Services Committee**  
**January 27, 2020**

**ISSUE STATEMENT**

Preliminary approval of a [resolution](#) for the 2020 Street Maintenance contract with Schroeder Asphalt Services Inc., as per the following schedule of pricing:

Base Bid -	\$1,248,878.45
Alternate 1-Patching	\$ 84,600.00
Alternate 2-Aggregate Shoulders	\$ 25,600.00
<u>Alternate 3-67<sup>th</sup> Street Realignment</u>	<u>\$ 69, 259.50</u>
Total Cost	\$1,428,334.95

**The proposed contract is subject to the FY20-21 Budget approval.**

**BACKGROUND/HISTORY**

This year's, 2020 Street Maintenance Program includes 4.64 miles to be resurfaced and typically averages approximately 5 miles per year. This year's program includes the following,

**Base Bid** - Includes the proposed schedule as listed below

**Alternate 1 - Patching** \$25,600.00 – Includes the removal and replacement of road base throughout the City due to failing base.

**Alternate 2 – Aggregate Shoulders**-Includes supplying and mechanical placement of aggregate material adjacent to the roads below that are not constructed with a curb and gutter and miscellaneous shouldering on adjacent roadways.

**Alternate 3 - 67<sup>th</sup> Street Realignment Project**-The proposed quantities are based on unit prices as it relates to the realignment of the 67<sup>th</sup> Street and Clarendon Hills Road project.

**2020 Road Program Schedule**

STREET	RATING	SUBDIVISION	LIMITS	ROAD LENGTH (linear ft.)	PREVIOUS RESURFACING
Janet Ave	65	Marion Hills South	Clarendon Hills Rd - 83rd	2800	2006
Sunrise Ave	66	Marion Hills South	Janet -Elm	980	2007
Elm St	63	Marion Hills South	Clarendon Hills Rd - 83rd	2600	2002
67th St	65	Clarefield	Cass - Clarendon Hills Rd	5280	2007
Ridge Rd	66	North of 67th	67th to N limit	600	2002
Hinsbrook Ave	66	Hinsbrook	Cass - Seminole	1435	2006
Timber Ln	65	Hinsbrook	Darien Ln - Richmond	1760	2007
Hickory Ln	67	Hinsbrook	Darien Ln -Seminole	1080	2007
Holly Av	65	Farmingdale Unit 5 - 9	Wilcox - Williams	2750	2006
Barclay Rd	66	Farmingdale Ridge	Manning Rd - Green Valley Rd	870	2005
Bedford Rd	66	Farmingdale Ridge	Barclay Rd - Surrey Dr	330	2005
Surrey Dr	66	Farmingdale Ridge	Bedford Rd - Green Valley Rd	700	2003
Marborough Ln	67	Farmingdale Ridge	Lyman Av - Wakefield Dr	825	2005
Drover Ct	65	Farmingdale Village	Drover Ln - Limit	330	2007
Harvest Place	65	Farmingdale Village	Beller Dr - Meadow Ln	1250	2006
Captons Ln	66	Hidden Lakes	N Frontage - N Frontage	900	2007
			<b>LINEAR FEET</b>	<b>24,490</b>	
			<b>MILES</b>	<b>4.64</b>	

2020 Street Maintenance Program

January 27, 2020

Page 2

Alternate 1			Class D Patches, 6" (Special)	1,800 SY	
Alternate 2			Aggregate Shoulders, Type B	800 ton	
Alternate 3			<b>67<sup>th</sup> Street Realignment Project</b>	<b>Lump Sum</b>	

Sealed bids were opened on Wednesday, January 22, 2020. A summary of the seven (7) bids received is attached and labeled as [Attachment A](#). The lowest responsive bid for the **Base Bid** was Brothers Asphalt Paving, Inc., in the amount of \$1,218,373.45 while Schroeder Asphalt Services, Inc., was in the amount of \$1,248,878.45, a difference of \$30,505.

With the **Base Bid** and **Alternates 1, 2 and 3**, Schroeder Asphalt Services, Inc., is the awarded responsive bidder, pending budget approval:

Brothers Asphalt \$1,439,709.70

**Schroeder Asphalt Paving \$1,428,337.95**

The proposed 2020 Road Program would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20-21 BUDGET	PROPOSED EXPENDITURE
25-35-4855	STREET RECONSTRUCTION/REHAB- 2020 City Road Maintenance Program	\$1,248,878.45	\$1,248,878.45
	Alternate 1 - Patching	\$84,600.00	\$ 84,600.00
	Alternate 2 – Aggregate Shoulders	\$25,600.00	\$ 25,600.00
	Alternate 3 -67 <sup>th</sup> Street Realignment Project-		\$ 69,259.50
	<b>TOTAL COSTS</b>		<b>\$1,428,337.95</b>

**STAFF RECOMMENDATION**

Pending funding for the program, Christopher B. Burke Engineering and staff recommend awarding the base bid and Alternates 1, 2 and 3 to Schroeder Asphalt Services, Inc., for the 2020 Road Maintenance contract in the amount of \$1,428,337.95. Schroeder Asphalt Services Inc., has completed very satisfactory work for the City in the past. Attached and labeled as [Attachment B](#) is a recommendation to award letter from Christopher B. Burke Engineering.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on a future City Council agenda for formal approval.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN  
2020 ROAD PROGRAM  
ENGINEER'S ESTIMATE OF PROBABLE COST

DATE: December 6, 2019  
CALCULATED BY: JEH  
CHECKED BY: WBL

				GRIND 2" & 5% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 5% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 5% PATCHING	
				WIDTH (FT)=	23	WIDTH (FT)=	19	WIDTH (FT)=	25	WIDTH (FT)=	24	WIDTH (FT)=	26
				LENGTH (FT)=	2,850	LENGTH (FT)=	980	LENGTH (FT)=	2,700	LENGTH (FT)=	5,280	LENGTH (FT)=	650
				AREA (SY)=	7,283	AREA (SY)=	2,069	AREA (SY)=	7,500	AREA (SY)=	14,080	AREA (SY)=	1,878
				CURB & GUTTER	NO	CURB & GUTTER	NO	CURB & GUTTER	NO	CURB & GUTTER	YES	CURB & GUTTER	YES
				SHOULDER	YES	SHOULDER	YES	SHOULDER	YES	SHOULDER	YES (PORTION)	SHOULDER	NO
BASE BID				JANET AVENUE		SUNRISE AVENUE		ELM STREET		67TH STREET (CASS AVE. TO CLARENDON HILLS RD.)		RIDGE ROAD	
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	0.70	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	15.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	0.01	7220	\$ 72.20	2050	\$ 20.50	7430	\$ 74.30	13940	\$ 139.40	1860	\$ 18.60
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	82.75	340	\$ 28,135.00	100	\$ 8,275.00	350	\$ 28,962.50	660	\$ 54,615.00	90	\$ 7,447.50
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	78.75	680	\$ 53,550.00	200	\$ 15,750.00	700	\$ 55,125.00	1310	\$ 103,162.50	180	\$ 14,175.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2.40	8020	\$ 19,248.00	2280	\$ 5,472.00	8250	\$ 19,800.00	15490	\$ 37,176.00	2070	\$ 4,968.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3.40	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
48101200	AGGREGATE SHOULDERS, TYPE B	TON	31.50	150	\$ 4,725.00	50	\$ 1,575.00	140	\$ 4,410.00	270	\$ 8,505.00	0	\$ -
70300100	SHORT TERM PAVEMENT MARKING	FOOT	0.25	0	\$ -	0	\$ -	100	\$ 25.00	100	\$ 25.00	0	\$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	0.25	0	\$ -	0	\$ -	40	\$ 10.00	40	\$ 10.00	0	\$ -
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4.75	0	\$ -	0	\$ -	80	\$ 380.00	80	\$ 380.00	0	\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	0.98	0	\$ -	0	\$ -	6225	\$ 6,100.50	1400	\$ 1,372.00	0	\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1.60	0	\$ -	0	\$ -	105	\$ 168.00	0	\$ -	0	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	2.40	75	\$ 180.00	0	\$ -	145	\$ 348.00	0	\$ -	0	\$ -
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.75	12	\$ 57.00	0	\$ -	90	\$ 427.50	40	\$ 190.00	0	\$ -
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	720.00	0	\$ -	6	\$ 4,320.00	2	\$ 1,440.00	3	\$ 2,160.00	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	36.00	370	\$ 13,320.00	50	\$ 1,800.00	380	\$ 13,680.00	290	\$ 10,440.00	100	\$ 3,600.00
				TOTAL = \$ 119,287.20		TOTAL = \$ 37,212.50		TOTAL = \$ 130,950.80		TOTAL = \$ 218,174.90		TOTAL = \$ 30,209.10	

\*INDICATES SPECIAL PROVISION

				GRIND 2" & 2% PATCHING		GRIND 2" & 3% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 5% PATCHING	
				WIDTH (FT)=	34	WIDTH (FT)=	24	WIDTH (FT)=	26	WIDTH (FT)=	26	WIDTH (FT)=	26
				LENGTH (FT)=	1,465	LENGTH (FT)=	1,760	LENGTH (FT)=	1,080	LENGTH (FT)=	3,300	LENGTH (FT)=	870
				AREA (SY)=	5,534	AREA (SY)=	4,693	AREA (SY)=	3,120	AREA (SY)=	9,533	AREA (SY)=	2,513
				CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES
				SHOULDER	NO	SHOULDER	NO	SHOULDER	NO	SHOULDER	NO	SHOULDER	NO
BASE BID				HINSBROOK AVENUE		TIMBER LANE		HICKORY LANE		HOLLY AVENUE		BARCLAY ROAD	
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	0.70	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	15.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	0.01	5480	\$ 54.80	4650	\$ 46.50	3090	\$ 30.90	9440	\$ 94.40	2490	\$ 24.90
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	82.75	260	\$ 21,515.00	220	\$ 18,205.00	150	\$ 12,412.50	450	\$ 37,237.50	120	\$ 9,930.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	78.75	520	\$ 40,950.00	440	\$ 34,650.00	290	\$ 22,837.50	890	\$ 70,087.50	240	\$ 18,900.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2.40	6090	\$ 14,616.00	5170	\$ 12,408.00	3440	\$ 8,256.00	10490	\$ 25,176.00	2770	\$ 6,648.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3.40	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
48101200	AGGREGATE SHOULDERS, TYPE B	TON	31.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
70300100	SHORT TERM PAVEMENT MARKING	FOOT	0.25	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	0.25	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4.75	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	0.98	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1.60	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	2.40	0	\$ -	0	\$ -	0	\$ -	0	\$ -	75	\$ 180.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.75	17	\$ 80.75	12	\$ 57.00	0	\$ -	13	\$ 61.75	13	\$ 61.75
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	720.00	0	\$ -	12	\$ 8,640.00	0	\$ -	0	\$ -	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	36.00	120	\$ 4,320.00	150	\$ 5,400.00	70	\$ 2,520.00	200	\$ 7,200.00	130	\$ 4,680.00
				TOTAL = \$ 81,536.55		TOTAL = \$ 79,406.50		TOTAL = \$ 46,056.90		TOTAL = \$ 139,857.15		TOTAL = \$ 40,424.65	

\*INDICATES SPECIAL PROVISION

FULL-DEPTH & 5% PATCHING		FULL-DEPTH & 5% PATCHING		FULL-DEPTH & 5% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 5% PATCHING	
WIDTH (FT)=	27	WIDTH (FT)=	25	WIDTH (FT)=	25	WIDTH (FT)=	24	WIDTH (FT)=	26
LENGTH (FT)=	330	LENGTH (FT)=	700	LENGTH (FT)=	995	LENGTH (FT)=	330	LENGTH (FT)=	1,250
AREA (SY) plus cul-de-sac=	1,615	AREA (SY)=	1,944	AREA (SY)=	2,764	AREA (SY) plus cul-de-sac=	1,525	AREA (SY)=	3,611
CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES
SHOULDER	NO	SHOULDER	NO	SHOULDER	NO	SHOULDER	NO	SHOULDER	NO

		BEDFORD LANE		SURREY DRIVE		MARLBOROUGH LANE		DROVER COURT		HARVEST LANE			
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST		
35800100	PREPARATION OF BASE	CU YD	\$ 1.75	1615	\$ 2,826.25	1944	\$ 3,402.78	2764	\$ 4,836.81	0	\$ -		
35800200	AGGREGATE BASE REPAIR	TON	\$ 20.00	94	\$ 1,880.00	113	\$ 2,260.00	160	\$ 3,200.00	0	\$ -		
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	\$ 0.95	1600	\$ 1,520.00	1930	\$ 1,833.50	2740	\$ 2,603.00	1510	\$ 1,434.50		
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 80.00	80	\$ 6,400.00	90	\$ 7,200.00	130	\$ 10,400.00	80	\$ 6,400.00		
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 80.00	250	\$ 20,000.00	300	\$ 24,000.00	430	\$ 34,400.00	0	\$ -		
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	\$ 80.00	150	\$ 12,000.00	180	\$ 14,400.00	260	\$ 20,800.00	150	\$ 12,000.00		
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	\$ 2.50	1780	\$ 4,450.00	2140	\$ 5,350.00	3050	\$ 7,625.00	1680	\$ 4,200.00		
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	\$ 3.00	1615	\$ 4,845.00	1944	\$ 5,833.33	2764	\$ 8,291.67	0	\$ -		
48101200	AGGREGATE SHOULDERS, TYPE B	TON	\$ 25.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
70300100	SHORT TERM PAVEMENT MARKING	FOOT	\$ 0.60	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	\$ 0.60	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	\$ 10.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$ 3.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$ 3.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	\$ 5.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	\$ 10.00	0	\$ -	0	\$ -	13	\$ 130.00	0	\$ -		
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	\$ 450.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -		
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	\$ 45.00	90	\$ 4,050.00	100	\$ 4,500.00	140	\$ 6,300.00	40	\$ 1,800.00		
				<b>TOTAL = \$</b>	<b>57,971.25</b>	<b>TOTAL = \$</b>	<b>68,779.61</b>	<b>TOTAL = \$</b>	<b>98,586.47</b>	<b>TOTAL = \$</b>	<b>25,834.50</b>	<b>TOTAL = \$</b>	<b>62,831.00</b>

\*INDICATES SPECIAL PROVISION

GRIND 2" & 2% PATCHING		TOTALS	
WIDTH (FT)=	26	LENGTH (FT)=	25,440
LENGTH (FT)=	900	AREA (SY)=	72,264
AREA (SY)=	2,600		
CURB & GUTTER	YES		
SHOULDER	NO		

		CAPTONS LANE		BASE BID			
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	0.70	0	\$ -	6323	\$ 4,426.10
35800200	AGGREGATE BASE REPAIR	TON	15.00	0	\$ -	367	\$ 5,505.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	0.01	2580	\$ 25.80	71590	\$ 715.90
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	82.75	130	\$ 10,757.50	3420	\$ 283,005.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75.00	0	\$ -	980	\$ 73,500.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	78.75	250	\$ 19,687.50	6780	\$ 533,925.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2.40	2860	\$ 6,864.00	79560	\$ 190,944.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3.40	0	\$ -	6323	\$ 21,498.20
48101200	AGGREGATE SHOULDERS, TYPE B	TON	31.50	0	\$ -	610	\$ 19,215.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	0.25	0	\$ -	200	\$ 50.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	0.25	0	\$ -	80	\$ 20.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4.75	0	\$ -	160	\$ 760.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	0.98	0	\$ -	7625	\$ 7,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1.60	0	\$ -	105	\$ 168.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	2.40	0	\$ -	295	\$ 708.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.75	14	\$ 66.50	237	\$ 1,125.75
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	720.00	0	\$ -	23	\$ 16,560.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	36.00	60	\$ 2,160.00	2480	\$ 89,280.00
				<b>TOTAL = \$</b>	<b>39,561.30</b>	<b>TOTAL = \$</b>	<b>1,248,878.45</b>

\*INDICATES SPECIAL PROVISION

ALTERNATE 1 - MISCELLANEOUS PATCHING				MISCELLANEOUS PATCHING	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
*NA	MISCELLANEOUS PATCHING, 6" (SPECIAL)	SQ YD	1800	\$ 47.00	\$ 84,600.00
*INDICATES SPECIAL PROVISION				TOTAL = \$	84,600.00

ALTERNATE 2 - MISCELLANEOUS AGGREGATE SHOULDERS				MISCELLANEOUS AGGREGATE SHOULDERS	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
48101200	AGGREGATE SHOULDERS, TYPE B	TON	800	\$ 32.00	\$ 25,600.00
*INDICATES SPECIAL PROVISION				TOTAL = \$	25,600.00

ALTERNATE 3 - 67TH STREET WIDENING				67TH STREET WIDENING	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
20200100	EARTH EXCAVATION	CU YD	255	\$26.50	\$6,757.50
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	250	\$28.50	\$7,125.00
20400800	FURNISHED EXCAVATION	CU YD	100	\$25.00	\$2,500.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	250	\$30.00	\$7,500.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	125	\$0.01	\$1.25
40600627	LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	TON	90	\$78.00	\$7,020.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	200	\$78.00	\$15,600.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	110	\$75.00	\$8,250.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	SQ YD	1,100	\$2.40	\$2,640.00
*44201723	CLASS D PATCHING, 6" (SPECIAL)	SQ YD	220	\$43.00	\$9,460.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	950	\$1.55	\$1,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	115	\$2.20	\$253.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	120	\$4.20	\$504.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	\$7.05	\$176.25
*INDICATES SPECIAL PROVISION				TOTAL = \$	69,259.50


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

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

January 22, 2020

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

Attention: Dan Gombac

 Subject: City of Darien – 2020 Road Program  
 (CBBEL Project No. 19-0543)

Dear Dan:

On Wednesday, January 22<sup>nd</sup>, 2020 at 10:00 a.m., bids were received at the City of Darien City Hall for the 2020 Road Program. There were seven (7) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in **bold** for the base and alternate bids.

COMPANY NAME	BASE BID AMOUNT	ALTERNATE 1 BID AMOUNT	ALTERNATE 2 BID AMOUNT	ALTERNATE 3 BID AMOUNT
ENGINEER'S ESTIMATE	\$ 1,364,687.75	\$ 81,000.00	\$ 20,000.00	\$ 113,600.00
A LAMP CONCRETE CONTRACTORS	\$ 1,393,348.80	\$ 118,800.00	\$ 48,000.00	\$ 97,833.25
M&J ASPHALT PAVING COMPANY, INC.	\$ 1,532,589.15	\$ 120,600.00	\$ 54,800.00	\$ 116,205.25
BROTHERS ASPHALT PAVING, INC.	\$ <b>1,218,373.45</b>	\$ 90,000.00	\$ 40,000.00	\$ 91,336.25
BUILDERS PAVING, LLC	\$ 1,476,287.40	\$ 106,200.00	\$ 43,200.00	\$ 137,620.00
SCHROEDER ASPHALT SERVICES, INC.	\$ 1,248,878.45	\$ <b>84,600.00</b>	\$ <b>25,600.00</b>	\$ <b>69,259.50</b>
LINDAHL BROTHERS, INC.	\$ 1,360,760.30	\$ 102,600.00	\$ 40,000.00	\$ 93,371.25
K-FIVE CONSTRUCTION CORP.	\$ 1,322,996.65	\$ 122,400.00	\$ 37,200.00	\$ 90,547.50

It is our understanding the City Staff has budgeted for the award of the base bid and all three alternates to Schroeder Asphalt Services, Inc. in the amount of \$1,428,337.95. Schroeder Asphalt Services, Inc. has done work for the City in the past and CBBEL believes their bid to be in order. Therefore, the City suggests accepting Schroeder Asphalt Services, Inc.'s bid.

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

Sincerely,

Lee M. Fell, PE

Assistant Department Head – Civil Engineering Design





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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2020 STREET MAINTENANCE PROJECT BETWEEN THE CITY OF DARIEN AND SCHROEDER ASPHALT SERVICES, INC., THE FOLLOWING SCHEDULE OF PRICING: BASE BID - \$1,248,878.45; ALTERNATE 1 – PATCHING - \$84,600.00; ALTERNATE 2 – AGGREGATE SHOULDERS - \$25,600.00; ALTERNATE 3 – 67<sup>TH</sup> STREET WIDENING - \$69,259.50 FOR A TOTAL OF \$\$ 1,428,337.95**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2020 Street Maintenance Program, between the City of Darien and Schroeder Asphalt Services Inc., including the Base Bid in the amount of \$1,248,878.45 Alternate 1 – Patching - \$84,600.00; Alternate 2 – Aggregate Shoulders - \$25,600.00; Alternate 3 – 67<sup>th</sup> Street Widening - \$69,259.50 for a total of \$1,428,337.95, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 3<sup>rd</sup> day of February, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



County DuPage  
Local Public Agency City of Darien  
Section Number ----  
Route Various

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month and Year  
between the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien  
acting by and through its \_\_\_\_\_ Mayor and Council of Aldermen \_\_\_\_\_ known as the party of the first part, and  
\_\_\_\_\_ his/their executors, administrators, successors or assigns,  
known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for \_\_\_\_\_ 2020 Road Program \_\_\_\_\_, in \_\_\_\_\_ City of Darien \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ The \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien  
\_\_\_\_\_  
Clerk By \_\_\_\_\_  
Party of the First Part  
(Seal) \_\_\_\_\_  
(If a Corporation)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
President Party of the Second Part  
(If a Co-Partnership)

Attest: \_\_\_\_\_  
Secretary  
\_\_\_\_\_  
Partners doing Business under the firm name of  
\_\_\_\_\_  
Party of the Second Part  
(If an individual)  
\_\_\_\_\_  
Party of the Second Part

Route -----  
 County DuPage  
 Local Agency City of Darien  
 Section -----

We, \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois,

as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature & Title) \_\_\_\_\_  
Attest: \_\_\_\_\_  
(Signature & Title) \_\_\_\_\_

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety) \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020

Attest:

\_\_\_\_\_  
Clerk \_\_\_\_\_  
City of Darien  
(Awarding Authority)  
\_\_\_\_\_  
(Chairman/Mayor/President)

RETURN WITH BID

PROPOSAL

County DuPage
Local Public Agency City of Darien
Section Number ---
Route ---

1. Proposal of Schroeder Asphalt Services, Inc.
P.O. Box 831, Huntley, IL 60142
for the improvement of the above section by the construction of Hot-mix asphalt surface removal, polymerized leveling binder, binder course, surface course, roadway widening, pavement markings and patching, all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)

a total distance of 25,440 feet, of which a distance of 25,440 feet, ( 4.82 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 25 working days, unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City of Darien Clerks Office

The amount of the check is ( 5% of bid amount )

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section N/A  
 Route N/A

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**  
 (For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for BASE BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
35800100	PREPARATION OF BASE	SQ YD	6323	.70	4,426.10
35800200	AGGREGATE BASE REPAIR	TON	367	15.00	5,505.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	71590	.01	715.90
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	3420	82.75	283,005.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	980	75.00	73,500.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	6780	78.75	533,925.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	79560	2.40	190,944.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	6323	3.40	21,498.20
48101200	AGGREGATE SHOULDERS, TYPE B	TON	610	31.50	19,215.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	200	.25	50.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	80	.25	20.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	160	4.75	760.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	7625	.98	7,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	105	1.60	168.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	295	2.40	708.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	237	4.75	1,125.75
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	23	720.00	16,560.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	2480	36.00	89,280.00
<b>Bidder's Proposal for BASE BID</b>					<b>1,248,878.45</b>

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section N/A  
 Route N/A

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 1 BID - MISCELLANEOUS PATCHING					
Bidder's Proposal for ALTERNATE 1 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
*NA	MISCELLANEOUS PATCHING, 6" (SPECIAL)	SQ YD	1800	<i>47.00</i>	<i>84,600.00</i>
Bidder's Proposal for ALTERNATE 1 BID					<i>84,600.00</i>

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section N/A  
 Route N/A

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

**Bidder's Proposal for Making Entire Improvements**

**Bidder's Proposal for ALTERNATE 2 BID - MISCELLANEOUS AGGREGATE SHOULDERS**

**Bidder's Proposal for ALTERNATE 2 BID**

Item No.	Items	Unit	Quantity	Unit Price	Total Cost
48101200	AGGREGATE SHOULDERS, TYPE B	TON	800	<i>32.00</i>	<i>25,600.00</i>
<b>Bidder's Proposal for ALTERNATE 2 BID</b>					<i>25,600.00</i>



**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section N/A  
 Route N/A

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 3 BID - 67TH STREET WIDENING					
Bidder's Proposal for ALTERNATE 3 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
20200100	EARTH EXCAVATION	CU YD	255	26.50	6,757.50
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	250	28.50	7,125.00
20400800	FURNISHED EXCAVATION	CU YD	100	25.00	2,500.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	250	30.00	7,500.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	125	.01	1.25
40600627	LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	TON	90	78.00	7,020.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	200	78.00	15,600.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	110	75.00	8,250.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	SQ YD	1,100	2.40	2,640.00
*44201723	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	220	43.00	9,460.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	950	1.55	1,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	115	2.20	253.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	120	4.20	504.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	7.05	176.25
Bidder's Proposal for ALTERNATE 3 BID					69,259.50

RETURN WITH BID

SIGNATURES

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route ---

(If an individual)

Signature of Bidder \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_  
Signed By \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Schroeder Asphalt Services. Inc.  
Signed By *Ronald Schroeder*  
President  
Business Address P.O. Box 831  
Huntley, IL 60142



Insert Names of Officers

} President Ronald Schroeder  
Secretary Grace Foss  
Treasurer Ronald Schroeder

Attest:

*Grace A. Foss*  
Secretary

RETURN WITH BID

Affidavit of Illinois Business Office

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route Various

State of Illinois )  
 ) ss.  
County of McHenry )

I, Ronald Schroeder of Huntley, Illinois,  
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the President of Schroeder Asphalt Services, Inc.  
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Schroeder Asphalt Services, Inc., will maintain a  
(bidder)  
business office in the State of Illinois which will be located in McHenry County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

*Ronald Schroeder*  
(Signature)  
Ronald Schroeder  
(Print Name of Affiant)

This instrument was acknowledged before me on 22nd day of January, 2020.

(SEAL)



*Jennifer Griebel*  
(Signature of Notary Public)

2020 ROAD PROGRAM - BASE BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
1	Janet Avenue	Clarendon Hills Road – IL Rt. 83	2,850	23	7,283	2" MILLING	
2	Sunrise Avenue	Janet Avenue – Elm Street	980	19	2,069	2" MILLING	
3	Elm Street	Clarendon Hills Road – IL Rt. 83	2,700	25	7,500	2" MILLING	
4	67 <sup>th</sup> Street	Cass Avenue – Clarendon Hills Road	5,280	24	14,080	2" MILLING	✓
5	Ridge Road	67 <sup>th</sup> Street – Limit	650	26	1,878	2" MILLING	✓
6	Hinsbrook Avenue	Cass Avenue – Seminole Drive	1,465	34	5,534	2" MILLING	✓
7	Timber Lane	Darien Lane – Richmond Avenue	1,760	24	4,693	2" MILLING	✓
8	Hickory Lane	Darien Lane – Seminole Drive	1,080	26	3,120	2" MILLING	✓
9	Holly Avenue	Wilcox Avenue – Williams Street	3,300	26	9,533	2" MILLING	✓
10	Barclay Road	Manning Road – Green Valley Road	870	26	2,513	2" MILLING	✓
11	Bedford Lane	Barclay Road – Surrey Drive	330	27	1,650	FULL-DEPTH	✓
12	Surrey Drive	Bedford Lane – Green Valley Road	700	25	1,944	FULL-DEPTH	✓
13	Marlborough Lane	Lyman Avenue – Wakefield Drive	995	25	2,764	FULL-DEPTH	✓
14	Drover Court	Drover Lane – Limit	330	24	1,525	2" MILLING	✓
15	Harvest Place	Beller Drive – Meadow Lane	1,250	26	3,611	2" MILLING	✓
16	Captons Lane	N. Frontage Road – N Frontage Road	900	26	2,600	2" MILLING	✓
<b>TOTAL =</b>			<b>25,440</b>		<b>72,299</b>		
2020 ROAD PROGRAM - ALTERNATE 1 BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
	Miscellaneous Patching	Various Streets	N/A	N/A	1,800	MISCELLANEOUS PATCHING, 6" (SPECIAL)	N/A
<b>TOTAL =</b>			<b>0</b>		<b>1,800</b>		
2020 ROAD PROGRAM - ALTERNATE 2 BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	TONS	SCOPE	CURB AND GUTTER
	Miscellaneous Aggregate Shoulders	Various Streets	N/A	N/A	800	AGGREGATE SHOULDERS, TYPE B	N/A
<b>TOTAL =</b>			<b>0</b>		<b>800</b>		
2020 ROAD PROGRAM - ALTERNATE 3 BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
	67 <sup>th</sup> Street	Clarendon Hills Road intersection 300' E	400	24	1,100	WIDENING	YES
<b>TOTAL =</b>			<b>400</b>		<b>1,100</b>		

**Start Date**

No work shall begin before May 15, 2020 without City approval.

**Completion Date**

All work shall be completed within 25 working days from the start date including all punch list items.

**Rejection of Bids**

The City reserves the right to defer the award of the contract for a period not to exceed ninety (90) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**January 27, 2020**

**Issue Statement**

Petitioner seeks approval of a resolution accepting the public improvements for the National Shrine to St. Therese campus.

**RESOLUTION** - attached

**Background**

The Society of Mount Carmel/Society of the Little Flower received approval for substantial improvements in 2016 which included a final plat of subdivision and a major amendment to an approved PUD, including but not limited to: a new shrine chapel, reconstruction of parking lots and an additional parking lot, a new drive-way onto N. Frontage Road and new pedestrian connections and plaza.

With required public improvements including grading and erosion controls, storm sewer, miscellaneous improvements, and wetlands now complete, the owner has requested acceptance into the required one-year maintenance period with a reduction of security funds currently held through a Letter of Credit. The City Staff and Engineer, Christopher Burke Engineering, have verified that construction of the public improvements are complete and in compliance.

The Letter of Credit was established prior to construction in 2017 for \$375,720.00, which included \$279,314.00 for infrastructure improvements as required by the City, and \$95,956.00 for wetland restoration as required by DuPage County and the U.S. Army Corps Engineers. This maintenance acceptance would permit the reduction of the infrastructure security to 10% of the construction costs, or \$27,931.40. The wetland improvements have not yet been accepted by the County/USACE and the full security will continue to be held until such an authorization. At this time, the City recommends acceptance of the public improvements to begin the one-year mandatory maintenance period.

**Attachments**

**A – Aerial photo**

**B – LOC**

**C – Lynch letters 12.31.19; 4.18.17**

**Recommendation**

Staff recommends approval of the resolution as presented.

**Decision Mode**

If recommended by MSC on January 27, it will be scheduled for City Council vote February 3.



National Shrine Campus →

Map provided using the DuPage Maps  
Interactive Web Mapping Application  
URL: <http://gis.dupage.org/gis/giswebpage>

DuPage County  
Information Technology Department  
GIS Division  
421 McCourtys Farm Rd.  
Williston, IL 60187  
(630) 401-5000  
Email: [gis@dupage.org](mailto:gis@dupage.org)

Copyright 2013

**IRREVOCABLE LETTER OF CREDIT  
#1988**

Date: April 25, 2017

**Beneficiary:**

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

**Applicant:**

Society of the Little Flower  
1313 N. Frontage Road  
Daren, IL 60561

Gentlemen:

We hereby establish our irrevocable credit in favor of the Society of the Little Flower and the Society of Mt. Carmel (Owner) or the City of Darien (Municipality) in the amount of Three Hundred Seventy Five Thousand Seven Hundred and Twenty Dollars (\$375,720.00). We understand that this irrevocable credit is to be used under the conditions stated below for the following improvements in the development known as National Shrine Chapel to St. Therese, located at 8433 Bailey Road within the City of Darien, Illinois:

Erosion and sediment control  
Storm water facilities, and  
Natural Area Restoration.

The development is legally described as follows:

**That part of the Southeast 1/4 of Section 33, Township 38 North, Range 11, East of the Third Principal Meridian, lying North of the center line of Chicago and Joliet Road and Easterly of the center line of the road (called Madden Road) running Southeasterly and Northwesterly through said Southeast 1/4 (except from said tract the Easterly 50 feet conveyed to the County of DuPage by Warranty deed recorded as document 364276) and (also except that part of said Southeast 1/4 falling within the West 1/2 of said Southeast 1/4) in DuPage County, Illinois, and also (except that part of the following described property lying West of the Easterly 50 feet as conveyed to the County of DuPage by document 364276 and described as follows: Commencing at the South East corner of Section 33, thence North 1324.52 feet along the East line of Section 33 to a point in the existing North right of way line of U. S. Route 66 extended Eastward which is the point of beginning; thence continuing North along said Section line to the Northeast corner of the Southeast 1/4 of said Section 33; thence West along the North line of the Southeast 1/4 of Section 33, a distance of 228.62 feet; thence Southerly along a line which forms an angle of 92 degrees to the left of a prolongation of the last described line 1170.76 feet; thence 441.52 feet around a curve to the right having a radius of 389.99 feet and tangent to the last described line at the last described point; thence Southerly at right angles to the curve at the last described point 7 feet to the existing North right of way line of U.S. Route 66; thence Northeast along said right of way line 445.49 feet to the place of beginning, in DuPage County, Illinois**

No more than Ninety-five thousand, nine hundred and fifty-six dollars (\$95,956) shall be specifically dedicated to the Department of the Army (DA) Permit LRC-2015-884 for the Natural Area Restoration work with specific line items and corresponding amounts that address each requirement of the DA permit as indicated in the attached Owner's Engineer's Opinion of Probable Construction Cost which is attached hereto.

If so directed and we have not been notified by the Municipality of a default by the Owner, we shall disburse the funds for labor and materials furnished by contractors in accordance with the sworn statement on order of the Owner, the submission of proper lien waivers from the contractors engaged in such work and the certificate by the municipal engineer, that such work has been properly completed; provided, however, that we shall withhold from each payment made under such sworn statement(s) or order(s) an amount equal to ten percent (10%) thereof until all improvements have been completed.

If we receive a resolution of the corporate authorities of the City of Darien indicating that the Owner has failed to satisfactorily complete or carry on the work of the installation and construction of the required improvements, and such resolution indicates that the Owner has been notified that the municipality finds that a breach of the Owner's obligations has occurred and have not been cured within a period of thirty (30) days, that in such case we shall make payments for materials and labor to such contractor(s) or subcontractor(s) retained by the Municipality who have completed the improvements in substantial accordance with the plans and specification of the Owner; such payments shall be made upon the certification of the municipal engineer that the work has been completed and the submission of proper waiver of liens from the contractor(s) or subcontractor(s). The amount of the payouts shall be in accordance with the retention provisions as previously set out.

Under the resolution requirements above, if the Owner fails to meet the mitigation performance requirements of the DA permit, that portion of the credit dedicated to the DA will be redeemed by the Municipality and used to remediate the wetland mitigation or fund a project(s) that involves the enhancement, restoration or creation of wetlands in the vicinity of the project site.

The irrevocable credit established by us shall be in force for a period of two (2) years, shall be self-renewing if required, and shall remain in effect without regard to any default in payments of sums owed us by the Owner and without regard to other claims which we may have against the Owner. Ninety (90) days prior to the one year anniversary of this irrevocable credit, we shall notify the Owner and the corporate authorities of the City of Darien, by registered letter return receipt requested, of the impending expiration date. This commitment shall not terminate without such notice.

It is recognized that the municipality is according the Owner the permission to proceed with the development project expressly upon the guarantee of the irrevocable nature of this commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by Agreements between this financial institution and the Owner.

The sum of this credit shall, however, be reduced in the amount of disbursements or approvals made from time to time in accordance with the terms under which this credit is extended as set out above.

This Letter of Credit shall be subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600, and any subsequent



revisions thereof approved by a Congress of the International Chamber of Commerce, and the provisions of the Illinois Uniform Commercial Code as amended from time to time.

Very truly yours,

**WEST SUBURBAN BANK**

A handwritten signature in black ink that reads "Robert A. Ferrigan, V.P." The signature is written in a cursive style.

Robert A. Ferrigan

Vice President



## AT Group, Inc.

Managing the Design & Construction Process

May 11, 2017

ADVANCE COPY VIA EMAIL - HARD COPY VIA USPS

Mr. Steve Manning  
City Planner  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

**In Reference to:**            **Society of the Little Flower  
National Shrine Chapel  
8433 Bailey Road**

Dear Mr. Manning:

As requested, the contact information for the bank that provided the Letter of Credit for the above referenced project is as follows:

West Suburban Bank  
Robert A. Ferrigan Jr.  
Vice President, Commercial Banking  
3000 East Main Street  
St. Charles, IL 60174  
Office (630) 652-1340  
Fax (630) 762-1397  
Cell (312) 615-2435

If there are any questions or should you need additional information, please let me know.

Yours truly,  
The AT Group, Inc.

A handwritten signature in black ink, appearing to read 'Jerome J. Aulisio', is written over the typed name.

Jerome J. Aulisio  
Principal

xc:    April Krzeckowski (SOLF)  
      Mary Lambert (SOLF)  
      Father Joseph Atcher (SOLF)  
      Father Robert Colaresi (SOLF)



IRREVOCABLE LETTER OF CREDIT  
AMENDMENT

LETTER OF CREDIT NO: 1988

DATE: January 3, 2019

AMOUNT: \$375,720.00

ACCOUNT PARTY: Society of the Little Flower  
1313 N. Frontage Road  
Darien, IL 60561

BENEFICIARY: City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Gentlemen:

We hereby amend the above referenced Irrevocable Letter of Credit in your favor to read as follows:

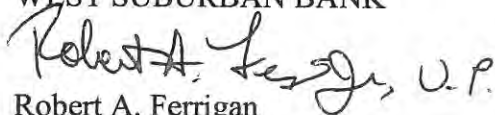
The Letter of Credit expiration date is extended to April 25, 2020

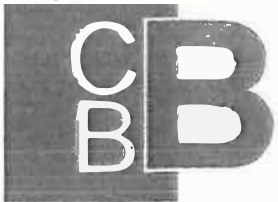
LC is hereby amended to read as follow: The irrevocable credit established by us shall be in force for a period of one year, shall be self-renewing if required, and shall remain in effect without regard to any default in payments of sums owed us by the Owner and without regard to other claims which we may have against the Owner. Ninety (90) days prior to the one year anniversary of this irrevocable credit, we shall notify the Owner and the corporate authorities of the City of Darien, by register letter, return receipt requested, of the impending expiration date. This commitment shall not terminate without such notice.

All other terms and conditions of Letter of Credit #1988 remain unchanged.

This amendment is considered a part of the above credit and must be attached thereto.

Sincerely,  
WEST SUBURBAN BANK

  
Robert A. Ferrigan  
Vice President



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

December 31, 2019

City of Darien  
1702 Plainfield Rd  
Darien, IL 60561

Attention: Joe Hennerfeind

Subject: 1313 N Frontage Rd  
National Shrine of St. Therese  
(CBBEL Project No. 950323H177)

Dear Joe:

As requested in your email dated December 27, 2019, we have reviewed the status of the project and the request for release of the letter of credit. Record Drawings were reviewed and approved in a letter dated March 13, 2019. As this project did not involve a subdivision, only the Stormwater Ordinance applied so the development security was based on stormwater infrastructure and related items only. This included a line item for wetlands restoration related work as required by Du Page County and the US Army Corps of Engineers (USACE) in the amount of \$95,956.00. The City has adopted the Du Page County Countywide Stormwater and Floodplain Ordinance by reference, and Section 15-54 provides the requirements for the development security. Section 15-54.B.3 provides that upon completion of the improvements and approval of Record Drawings, 10% of the security shall be held for a maintenance period of one year. We recommend that this maintenance period commence for the infrastructure portion of the security, and the full amount of the wetlands portion must be held until the applicant provides written verification from the USACE and Du Page County that it may be reduced or released (if reduced, the amount to be held must be specified). We therefore recommend that the City reduce the development security from the current amount of \$375,270.00 to an amount no less than \$123,888, which is summarized below:

\$27,931.40 (10% of original amount for infrastructure)  
\$95,956.00 (wetlands amount)  
\$123,887.40 (total to remain)

I have attached the original estimate, as well as USACE and Du Page County approvals for reference.



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

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

April 7, 2017

Revised April 18, 2017

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attention: Steve Manning

Subject: National Shrine of Saint Therese – Improvement Plans  
(CBBEL Project No. 950323H177)

Dear Steve:

We have completed our review of the aforementioned project. The following items have been reviewed:

1. Improvement Plans for National Shrine of St. Therese prepared by Engineering Enterprises, Inc. and dated June 30, 2016.
2. Stormwater Management Report & DuPage County Stormwater Permit Application for Society of the Little Flower National Shrine of St. Therese Chapel dated July 6, 2016.
3. Final Plat of Subdivision – St. Therese Chapel prepared by Engineering Enterprises, Inc. and dated February, 2016.
4. Engineer's Opinion of Probable Construction Cost for Public Improvements prepared by Engineering Enterprises, Inc. and dated April 17, 2017.

In our opinion, the plans and supporting documents are in general compliance with City Code and standard engineering methods. Outside agency approvals have now been issued by DuPage County, the U.S. Army Corps of Engineers, and IDOT. We have no objections to the City issuing approval, subject to the following:

1. A development security in the amount of \$375,270.00 must be posted with the City. This is 110% of the engineer's opinion of cost (copy attached). Please note this amount is based on separate security being posted with IDOT for work in their right of way.
2. The applicant is responsible to obtain an NPDES permit from IEPA.

If you have any questions, please feel free to contact me.

Sincerely,

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department



JOB NO:	P15009
PREPARED BY:	TAM
DATE:	April 17, 2017
PROJECT TITLE:	National Shrine of St. Therese Improvements

Engineer's Opinion of Probable Construction Cost					
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>SOIL EROSION AND SEDIMENT CONTROL</b>					
1	PERIMETER EROSION BARRIER	LF	6,070	\$ 2.50	\$ 15,175.00
2	STABILIZED CONSTRUCTION ENTRANCE	EACH	1	\$ 3,500.00	\$ 3,500.00
3	CONCRETE WASHOUT	EACH	1	\$ 500.00	\$ 500.00
4	INLET FILTER BASKETS	EACH	13	\$ 200.00	\$ 2,600.00
5	TEMPORARY DITCH CHECK	EACH	9	\$ 300.00	\$ 2,700.00
6	SEDIMENT TRAP	EACH	7	\$ 750.00	\$ 5,250.00
7	STRIP TOPSOIL, STOCKPILE & RESPREAD	SY	8,700	\$ 4.00	\$ 34,800.00
8	SEEDING	AC	1.80	\$ 3,000.00	\$ 5,400.00
9	EROSION CONTROL BLANKET	SY	8,700	\$ 1.50	\$ 13,050.00
10	ROCK CHECK DAM	EACH	8	\$ 2,500.00	\$ 20,000.00
11	BIOSWALE/RAIN GARDEN	SF	6,310	\$ 5.60	\$ 35,336.00
SUB-TOTAL					\$ 138,311.00
110% OF SUB-TOTAL					\$ 152,143.00
<b>STORMWATER FACILITIES</b>					
12	EARTH EXCAVATION	CY	2,500	\$ 15.00	\$ 37,500.00
14	12" FLARED END SECTION, WITH GRATE	EACH	5	\$ 1,000.00	\$ 5,000.00
15	18" FLARED END SECTION, WITH GRATE	EACH	4	\$ 1,300.00	\$ 5,200.00
16	STORM SEWER, 12" PVC	LF	40	\$ 55.00	\$ 2,200.00
17	STORM SEWER, 12" RCP	LF	135	\$ 50.00	\$ 6,750.00
18	STORM SEWER, 18" RCP	LF	559	\$ 65.00	\$ 36,335.00
19	INLET 2' DIA, TY A	EACH	3	\$ 1,500.00	\$ 4,500.00
20	CATCH BASIN 3' DIA.	EACH	5	\$ 2,000.00	\$ 10,000.00
21	CATCH BASIN 4' DIA., WITH 6.4" DIA. RESTRICTOR	EACH	1	\$ 2,500.00	\$ 2,500.00
22	RIPRAP, IDOT GRADATION RR3	SY	75	\$ 75.00	\$ 5,625.00
SUB-TOTAL					\$ 115,610.00
110% OF SUB-TOTAL					\$ 127,171.00
<b>NATURAL AREA RESTORATION</b>					
23	SEE ATTACHED ESTIMATE PREPARED BY ENCAP				\$ 87,232.70
SUB-TOTAL					\$ 87,232.70
110% OF SUB-TOTAL					\$ 95,956.00
<b>TOTAL</b>					<b>\$ 375,270.00</b>



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

**A RESOLUTION ACCEPTING  
PUBLIC IMPROVEMENTS SUBJECT TO MAINTENANCE**

**(SOCIETY OF MOUNT CARMEL – SOCIETY OF THE LITTLE FLOWER – NATIONAL  
SHRINE TO ST. THERESE – 1313 N. FRONTAGE ROAD)**

**WHEREAS**, the Society of Mount Carmel-Society of the Little Flower, owner and developer of the property known as the National Shrine to St. Therese Campus, has constructed and installed public improvements including grading and erosion controls, storm sewer, miscellaneous improvements, and wetlands on said property; and

**WHEREAS**, the Developer has previously filed with the City a Letter of Credit for \$375,720.00 to secure the installation of said public improvements; and

**WHEREAS**, the public improvements are complete and in good repair in accordance with the City of Darien standards and requirements; and

**WHEREAS**, in accordance with City’s Subdivision regulations, it is now appropriate for the City of Darien to accept said public improvements subject to the one-year maintenance period starting from the date of this Resolution as required by the Subdivision regulations.

**WHEREAS**, the Developer will continue to make the Letter of Credit available to secure any repairs to said public improvements during said one-year maintenance period, and

**WHEREAS**, the Letter of Credit maintains \$95,956.00 to secure the installation of wetlands and wetland buffer improvements and a three year monitoring program.

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

**SECTION 1: Acceptance.** The City of Darien hereby accepts the conveyance and dedication of the public improvements installed in the National Shrine to St. Therese Campus subject

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

to the one-year maintenance period starting with from the date of this Resolution as required by the City’s Subdivision regulations.

**SECTION 2: Condition.** The acceptance of the improvements specified in Section 1 of this Resolution are subject to the condition that the City of Darien authorizes the release of the Letter of Credit currently held in the amount of \$375,720.00 when the developer submits security for the one-year maintenance period in the amount of \$27,931.40 and \$95,956.00 to secure the installation of wetlands and wetland buffer improvements and a three year monitoring program.

**SECTION 3: Completion.** Upon the satisfactory completion of any necessary repairs to said public improvements during the one-year maintenance period, the City shall finally accept said public improvements and release said Letter of Credit.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,  
DU PAGE COUNTY, ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

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



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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**January 27, 2020**

**ISSUE STATEMENT**

Preliminary approval of a **motion** authorizing the following Roadside Ditch Maintenance Projects:

<b>BASE BID</b>	<b><u>Construction</u></b>	<b><u>Project Cost</u></b>
1. Bentley Ave – 73 <sup>rd</sup> St to Tennessee Ave	\$ 122,040.00	\$ 372,546.00
2. Andrus Rd – Frontage Road	\$ 49,505.00	\$ 112,121.00
3. Eleanor Pl – Elm St to Route 83	<u>\$ 117,184.00</u>	<u>\$ 384,000.00</u>
Base Bid Total	\$ 288,729.00	\$ 868,667.00

And the following Alternate:

**ALTERNATES-PENDING BUDGET DISCUSSIONS**

A1. Sawmill Creek 74th Street to Janet Avenue	\$ 159,791.00	\$ 550,000.00
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Preliminary approval of a **resolution** authorizing the Mayor and City Clerk to execute a contract with for the 2020 Roadside Ditch Maintenance Program between the City of Darien and Bisping Construction Company Inc. for the layout and replacement of storm sewer pipes and structures and grading in an amount of \$288,729.00 based on unit pricing.

**BACKGROUND**

The proposed are the FY 2020-21 neighborhood drainage projects:

	<b><u>Construction</u></b>	<b><u>Project Cost</u></b>
1. Bentley Ave – 73 <sup>rd</sup> St to Tennessee Ave	\$ 122,040.00	\$ 372,546.00
2. Andrus Rd – Frontage Road	\$ 49,505.00	\$ 112,121.00
3. Eleanor Pl – Elm St to Route 83	<u>\$ 117,184.00</u>	<u>\$ 384,000.00</u>
Base Bid Total	\$ 288,729.00	\$ 868,667.00

**ALTERNATES-PENDING BUDGET DISCUSSIONS**

A1. Sawmill Creek – 74th St to Janet Ave	\$ 159,791.00	\$ 550,000.00
--	---------------	---------------

<b>Total Base and Alternate Costs</b>	<b>\$ 448,520.00</b>	<b>\$1,418,667.00</b>
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Below is a narrative of the projects:

**Bentley Avenue - 73<sup>rd</sup> Street to Tennessee Ave** within the right of way ditches does not allow the conveyance of storm water to flow downstream. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary, and approximately 1,200 lineal feet of ditch regrading. The project goal is to allow storm water to flow from the summits as determined to downstream basins or existing downstream ditches or creeks. The project goal is to allow storm water to flow at the optimal level.

**Andrus Road to Frontage Road** do not allow the conveyance of storm water to Frontage Road. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary or existing, and approximately 1,200 lineal feet of ditch line regrading. The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks. The project goal is to allow storm water to flow at the optimal level to the respective tributaries.

**Eleanor Place - Elm to 74th Street to Route 83** within the western and eastern right of way ditch do not allow the conveyance of storm water to flow to Holly Avenue, or 69th Street. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary or existing, and approximately 4,000 lineal feet of ditch line regrading. The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks. The project goal is to allow storm water to flow at the optimal level.

The following neighborhood drainage project is an Alternate and will not be reviewed for the FY 2020-21 Budget:

**Sawmill Creek – 74<sup>th</sup> Street to Janet Avenue**

Residents adjacent to these projects have requested that the City address standing water in the ditches fronting their residences. The scope of work under the proposed contract would include the removal and replacement of culverts, removal and installation of inlets as required, ditch regrading, and bank stabilization and preparation for landscape restoration. All materials and outsourcing for landscaping, bituminous surface, concrete, testing, trucking and tipping and transfer fees are under separate agenda memos.

Staff received three (3) sealed bids on January 23, 2020. See [Attachment A](#). The bid tabulation includes three (3) base bids and one (1) alternative. The lowest bidder was Bisping Construction Company, Inc. The final projects will be determined by the City Council upon Budget Hearings.

[Attachment B](#) summarizes the total cost for each project and includes materials, additional services and the proposed bid costs for the 2020 Neighborhood Drainage Program.

The proposed contract with Bisping Construction Company, Inc. includes the following:

- A. Field Layout
- B. Removal and Placement of Deteriorated Pipes
- C. Removal and Placement of Inlets, Catch Basins and Grates
- D. Ditch Regrading

References for Bisping Construction Company, Inc., have been verified with satisfactory feedback.

The proposed expenditure would be spent from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20/21 PROPOSED BUDGET	PROPOSED EXPENDITURE TO BISPING	TOTAL PROJECT COST
25-35-4376	DITCH PROJECTS <b>BASE BID 1, 2 &amp; 3</b>	\$868,667.00	\$ 288,729.00	\$868,667.00

**STAFF RECOMMENDATION**

Staff recommends approval of the proposed contract with Bisping Construction Company, Inc. for the Base Bid Projects – Bentley Avenue, Andrus Road and Eleanor Place. *All proposed projects are pending Budget approval.*

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on a future City Council agenda, pending Budget consideration, for formal approval.

Preliminary Approval - Budget Pending

City of Darien bid opening  
 City Hall conference room  
 1/23/20 9:30 a.m.

**City of Darien**  
**2020 Ditch Program Bid Results**

	<b>Scorpio Construction Corporation</b>	<b>Misfits Construction Company</b>	<b>Bisping Construction Company, Inc.</b>
<b>Base Bid</b>			
<i>Bentley Ave</i>	\$ 132,000.00	\$ 128,870.00	\$ 122,040.00
<i>Andrus Rd</i>	\$ 62,270.00	\$ 66,760.00	\$ 49,505.00
<i>Eleanor Pl</i>	\$ 153,800.00	\$ 136,700.00	\$ 117,184.00
<b>Total Base Bid</b>	<b>\$ 348,070.00</b>	<b>\$ 332,330.00</b>	<b>\$ 288,729.00</b>
<b>Alternates Bid</b>			
<i>Sawmill Creek</i>	\$ 224,550.00	\$ 238,000.00	\$ 159,791.00
<b>Total Alternates Bid</b>	<b>\$ 224,550.00</b>	<b>\$ 238,000.00</b>	<b>\$ 159,791.00</b>
<b>Total Bid</b>	<b>\$ 572,620.00</b>	<b>\$ 570,330.00</b>	<b>\$ 448,520.00</b>

\$ 572,800.00  
 as read - math errors

\$ 432,052.00  
 as read - math errors



JOB LOCATION		Bentley Avenue 73rd Street to Tennessee Ave			
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 8.75	\$ -	-
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.75	\$ -	-
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.00	\$ -	-
12-inch S&S 2241	500	LINEAL FT	\$ 10.75	\$ 5,375.00	-
15-inch S&S 2241	0	LINEAL FT	\$ 21.25	\$ -	-
12-INCH HDPE	1000	LINEAL FT	\$ 4.69	\$ 4,690.00	-
15-INCH HDPE	1200	LINEAL FT	\$ 6.46	\$ 7,752.00	-
18-INCH HDPE	0	LINEAL FT	\$ 8.90	\$ -	-
24-INCH HDPE	0	LINEAL FT	\$ 15.40	\$ -	-
36-INCH HDPE	0	LINEAL FT	\$ 35.00	\$ -	-
TEES 30 X 12	0		\$ 200.00	\$ -	-
36-INCH RCP	0	LINEAL FT	\$ 40.00	\$ -	-
12-INCH BAND	0	EACH	\$ 10.00	\$ -	-
15-INCH BAND	0	EACH	\$ 16.50	\$ -	-
18-INCH BAND	0	EACH	\$ 18.00	\$ -	-
4-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 1.08	\$ -	-
6-INCH HDPE PIPE WITH SOCK	300	LINEAL FT	\$ 2.65	\$ 795.00	-
12x12 GARDEN INLETS	30	EACH	\$ 85.00	\$ 2,550.00	-
BEEHIVE GRATE NEENAH R-4340-B	0	EACH	\$ 130.96	\$ -	-
2 X 18 INLET	0	EACH	\$ 71.75	\$ -	-
2 X 24 INLET	0	EACH	\$ 76.50	\$ -	-
2 X 30 INLET			\$ 76.50		-
2 X 36 INLET			\$ 86.40		-
2X36 CB OR INLET	25	EACH	\$ 86.40	\$ 2,160.00	-
4-FOOT MANHOLE WITH BOTTOM	5	EACH	\$ 3,500.00	\$ 17,500.00	-
12-18 INCH FLARED END SECTIONS WITH ANIMAL GRATES	10	EACH	\$ 125.00	\$ 1,250.00	-
CONCRETE DRIVEWAY	1,500	SQ FT	\$ 12.00	\$ 18,000.00	-
TOTAL LENGTH (FT)=	1,500	LUMP SUM		\$ 5,000.00	-
WIDTH (FT)=	0				-
AREA (SF)=	0				-
CONCRETE SEALER	1,500		\$ 7.00	\$ 10,500.00	-
BITUMINOUS DRIVEWAYS	233	SQ YD	\$ 57.00	\$ 13,281.00	-
TOTAL LENGTH (FT)=	175		\$ -		-
WIDTH (FT)=	12				-
AREA (SY)=	233				-
BITUMINOUS STREET CROSSING SURFACE	93	SQ YD	\$ 70.00	\$ 6,510.00	-
TOTAL LENGTH (FT)=	140		\$ -		-
WIDTH (FT)=	6				-
AREA (SY)=	93				-
PAVER BRICK	0	SQ FT	\$ 18.00	\$ -	-
TOTAL LENGTH (FT)=	0				-
WIDTH (FT)=	0				-
AREA (SF)=	0				-
TOP SOIL MATERIAL	521	CUBIC YARD	\$ 16.00	\$ 8,336.00	-
TOTAL LENGTH (FT)=	2300		\$ -		-
WIDTH (FT)=	20				-
AREA (CY)=	521				-
TOP SOIL INSTALLED	521	CUBIC YARD	\$ 15.00	\$ 7,815.00	-
TOTAL LENGTH (FT)=	2200		\$ -		-
WIDTH (FT)=	20				-
AREA (CY)=	521				-
SOD INSTALLED	4889	SQUARE YARD	\$ 5.00	\$ 24,445.00	-
TOTAL LENGTH (FT)=	2500		\$ -		-
WIDTH (FT)=	20				-
AREA (SF)=	44000				-
STONE GRADE 8	459.54	TON	\$ 14.55	\$ 6,686.31	-
TOTAL LENGTH (FT)=	1000		\$ -		-
WIDTH (FT)=	3				-
AREA (SY)=	333				-
STONE GRADE CA-7	689.31	TON	\$ 19.65	\$ 13,544.94	-
TOTAL LENGTH (FT)=	1500		\$ -		-
WIDTH (FT)=	2				-
AREA (SY)=	333				-
			\$ -		-
			\$ -		-
DUMP FEES	278	PER LOAD	\$ 54.00	\$ 15,012.00	-
TOTAL LENGTH (FT)=	2500		\$ -		-
WIDTH (FT)=	20				-
AREA (CY)=	2778				-
			\$ -		-
			\$ -		-
			\$ -		-
			\$ -		-
DUMP FEES-SOD CONTAMINATED SPOILS	13	PER LOAD	\$ 110.00	\$ 1,430.00	-
TOTAL LENGTH (FT)=	2000		\$ -		-
WIDTH (FT)=	15				-
AREA (CY)=	1667				-
TRUCKING	292	HOURLY	\$ 95.00	\$ 27,740.00	-
TRUCKING	0	LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TREE REMOVAL	1.00	LUMP SUM	\$ 7,500.00	\$ 7,500.00	-
TREE REMOVAL	0.00	LUMP SUM	\$ -	\$ -	-
TRAFFIC CONTROL	1	LUMP SUM	\$ 2,000.00	\$ 2,000.00	-
SIDEYARD EASEMENT WORK	0	LUMP SUM	\$ -	\$ -	-
SUB-TOTAL COST				\$ 209,872.25	-
MISC-BRICK/ ADJ RINGS/MORTAR/MASTIC	\$ 10,493.61	EACH	5% of Subtotal	\$ 10,493.61	-
SUB-TOTAL COST				\$ 220,365.86	-
CONTRACT EXCAVATION-DITCH AREA	40.00	HOURLY	\$ 466.00	\$ 18,640.00	-
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	350.00	LINEAL FOOT	\$ 16.00	\$ 5,600.00	-
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	2,000.00	LINEAL FOOT	\$ 33.00	\$ 66,000.00	-
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 33.00	\$ -	-
CONTRACT STRUCTURE REMOVAL	5.00	EACH	\$ 342.00	\$ 1,710.00	-
CONTRACT STRUCTURE REMOVAL		EACH	\$ 342.00	\$ -	-
CONTRACT STRUCTURE REMOVAL		EACH	\$ 342.00	\$ -	-
4-6-INCH CORRUGATED PIPE	200.00	LINEAL FOOT	\$ 16.00	\$ 3,200.00	-
4-6-INCH CORRUGATED PIPE		LINEAL FOOT	\$ 16.00	\$ -	-
4-6-INCH CORRUGATED PIPE		LINEAL FOOT	\$ 16.00	\$ -	-
CONTRACT STRUCTURE INSTALL	25.00	EACH	\$ 420.00	\$ 10,500.00	-
CONTRACT STRUCTURE INSTALL		EACH	\$ 420.00	\$ -	-
CONTRACT STRUCTURE INSTALL		EACH	\$ 420.00	\$ -	-
INSTALL 12X12 INLET BOXES	40.00	EACH	\$ 213.00	\$ 8,520.00	-
FLARED END SECTIONS	5.00	EACH	\$ 262.00	\$ 1,310.00	-
LAYOUT	12.00	HOURLY	\$ 236.00	\$ 2,832.00	-
OUTSOURCE COST				\$ 118,312.00	-
SUB TOTAL COST				\$ 338,677.86	-
CONTINGENCY	1	LUMP SUM	10%	\$ 33,867.79	-
TOTAL COST				\$ 372,545.65	-
TOTAL COST				\$ 372,545.65	-
DIFFERENCE					-
TOTAL ESTIMATE-BUDGET					372,545.65

JOB LOCATION		Andrus Rd - Frontage to Limit				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 8.75	\$ -	-	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.75	\$ -	-	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.00	\$ -	-	
12-inch S&S 2241	0	LINEAL FT	\$ 10.75	\$ -	-	
15-inch S&S 2241	0	LINEAL FT	\$ 21.25	\$ -	-	
12-INCH HDPE	500	LINEAL FT	\$ 4.69	\$ 2,345.00	-	
15-INCH HDPE	250	LINEAL FT	\$ 6.46	\$ 1,615.00	-	
18-INCH HDPE	0	LINEAL FT	\$ 8.90	\$ -	-	
24-INCH HDPE	0	LINEAL FT	\$ 15.40	\$ -	-	
36-INCH HDPE	0	LINEAL FT	\$ 35.00	\$ -	-	
TEES 30 X 12	0		\$ 200.00	\$ -	-	
36-INCH RCP	0	LINEAL FT	\$ 40.00	\$ -	-	
12-INCH BAND	0	EACH	\$ 10.00	\$ -	-	
15-INCH BAND	0	EACH	\$ 16.50	\$ -	-	
18-INCH BAND	0	EACH	\$ 18.00	\$ -	-	
4-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 1.08	\$ -	-	
6-INCH HDPE PIPE WITH SOCK	100	LINEAL FT	\$ 2.65	\$ 265.00	-	
12x12 GARDEN INLETS	4	EACH	\$ 85.00	\$ 340.00	-	
BEEHIVE GRATE NEENAH R-4340-B	0	EACH	\$ 130.96	\$ -	-	
2 X 18 INLET	0	EACH	\$ 71.75	\$ -	-	
2 X 24 INLET	0	EACH	\$ 76.50	\$ -	-	
2 X 30 INLET			\$ 76.50		-	
2 X 36 INLET			\$ 86.40		-	
2X36 CB OR INLET	2	EACH	\$ 86.40	\$ 172.80	-	
4-FOOT MANHOLE WITH BOTTOM	1	EACH	\$ 3,500.00	\$ 3,500.00	-	
12-18 INCH FLARED END SECTIONS WITH ANIMAL GRATES	2	EACH	\$ 125.00	\$ 250.00	-	
CONCRETE DRIVEWAY	0	SQ FT	\$ 12.00	\$ -	-	
TOTAL LENGTH (FT)=		LUMP SUM		\$ 5,000.00	-	
WIDTH (FT)=	0				-	
AREA (SF)=	0				-	
CONCRETE SEALER	0		\$ 7.00	\$ -	-	
BITUMINOUS DRIVEWAYS	0	SQ YD	\$ 57.00	\$ -	-	
TOTAL LENGTH (FT)=	0				-	
WIDTH (FT)=	12				-	
AREA (SF)=	0				-	
BITUMINOUS STREET CROSSING SURFACE	27	SQ YD	\$ 70.00	\$ 1,890.00	-	
TOTAL LENGTH (FT)=	40				-	
WIDTH (FT)=	6				-	
AREA (SF)=	27				-	
PAVER BRICK	0	SQ FT	\$ 18.00	\$ -	-	
TOTAL LENGTH (FT)=	0				-	
WIDTH (FT)=	0				-	
AREA (SF)=	0				-	
TOP SOIL MATERIAL	24	CUBIC YARD	\$ 16.00	\$ 384.00	-	
TOTAL LENGTH (FT)=	100				-	
WIDTH (FT)=	20				-	
AREA (CY)=	24				-	
TOP SOIL INSTALLED	237	CUBIC YARD	\$ 15.00	\$ 3,555.00	-	
TOTAL LENGTH (FT)=	1000				-	
WIDTH (FT)=	20				-	
AREA (CY)=	237				-	
SOD INSTALLED	2222	SQUARE YARD	\$ 5.00	\$ 11,110.00	-	
TOTAL LENGTH (FT)=	1000				-	
WIDTH (FT)=	20				-	
AREA (SF)=	20000				-	
STONE GRADE 8	114.54	TON	\$ 14.55	\$ 1,666.56	-	
TOTAL LENGTH (FT)=	250				-	
WIDTH (FT)=	3				-	
AREA (SF)=	83				-	
STONE GRADE CA-7	184.23	TON	\$ 19.65	\$ 3,620.12	-	
TOTAL LENGTH (FT)=	400				-	
WIDTH (FT)=	2				-	
AREA (SF)=	89				-	
					-	
					-	
DUMP FEES	56	PER LOAD	\$ 54.00	\$ 3,024.00	-	
TOTAL LENGTH (FT)=	500				-	
WIDTH (FT)=	20				-	
AREA (CY)=	556				-	
					-	
					-	
					-	
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 110.00	\$ -	-	
TOTAL LENGTH (FT)=	0				-	
WIDTH (FT)=	15				-	
AREA (CY)=	0				-	
TRUCKING	59	HOURLY	\$ 95.00	\$ 5,605.00	-	
TRUCKING	0	LOADS	\$ 95.00	\$ -	-	
TRUCKING		LOADS	\$ 95.00	\$ -	-	
TRUCKING		LOADS	\$ 95.00	\$ -	-	
TRUCKING		LOADS	\$ 95.00	\$ -	-	
TRUCKING		LOADS	\$ 95.00	\$ -	-	
TRUCKING		LOADS	\$ 95.00	\$ -	-	
TRUCKING		LOADS	\$ 95.00	\$ -	-	
TRUCKING		LOADS	\$ 95.00	\$ -	-	
TREE REMOVAL	0.50	LUMP SUM	\$ 7,500.00	\$ 3,750.00	-	
TREE REMOVAL	0.00	LUMP SUM	\$ -	\$ -	-	
TRAFFIC CONTROL	0.50	LUMP SUM	\$ 2,000.00	\$ 1,000.00	-	
SIDEYARD EASEMENT WORK	0	LUMP SUM	\$ -	\$ -	-	
SUB-TOTAL COST				\$ 49,092.48	-	
MISC BRICK/ ADJ RINGS/MORTAR/MASTIC	\$ 2,454.62	EACH	5% of Subtotal	\$ 2,454.62	-	
SUB-TOTAL COST				\$ 51,547.10	-	
CONTRACT EXCAVATION-DITCH AREA	24.00	HOURLY	\$ 580.00	\$ 13,920.00	-	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 580.00	\$ -	-	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 580.00	\$ -	-	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 580.00	\$ -	-	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	400.00	LINEAL FOOT	\$ 16.00	\$ 6,400.00	-	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	650.00	LINEAL FOOT	\$ 33.00	\$ 21,450.00	-	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 33.00	\$ -	-	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS 36-INCH NON CONTRACT		LINEAL FOOT	\$ 110.00	\$ -	-	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS 36-INCH NON CONTRACT		LINEAL FOOT	\$ 110.00	\$ -	-	
CONTRACT STRUCTURE REMOVAL	2.00	EACH	\$ 285.00	\$ 570.00	-	
CONTRACT STRUCTURE REMOVAL		EACH	\$ 285.00	\$ -	-	
CONTRACT STRUCTURE REMOVAL		EACH	\$ 285.00	\$ -	-	
4-6-INCH CORRUGATED PIPE	100.00	LINEAL FOOT	\$ 20.00	\$ 2,000.00	-	
4-6-INCH CORRUGATED PIPE		LINEAL FOOT	\$ 20.00	\$ -	-	
4-6-INCH CORRUGATED PIPE		LINEAL FOOT	\$ 20.00	\$ -	-	
CONTRACT STRUCTURE INSTALL	5.00	EACH	\$ 550.00	\$ 2,750.00	-	
CONTRACT STRUCTURE INSTALL		EACH	\$ 550.00	\$ -	-	
CONTRACT STRUCTURE INSTALL		EACH	\$ 550.00	\$ -	-	
INSTALL 12X12 INLET BOXES	4.00	EACH	\$ 164.00	\$ 656.00	-	
FLARED END SECTIONS	2.00	EACH	\$ 328.00	\$ 656.00	-	
LAYOUT	8.00	HOURLY	\$ 236.00	\$ 1,888.00	-	
OUTSOURCE COST				\$ 50,290.00	-	
SUB-TOTAL COST				\$ 101,837.10	-	
CONTINGENCY	1	LUMP SUM	10%	\$ 10,183.71	-	
TOTAL COST				\$ 112,020.81	-	
TOTAL COST				\$ 112,020.81	-	
DIFFERENCE					-	
TOTAL ESTIMATE-BUDGET					112,020.81	

JOB LOCATION		Eleanor Place-Elm to 74th Street to Route 83					
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 8.75	\$ -	-	\$ -	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.75	\$ -	-	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.00	\$ -	-	\$ -	
12.inch Sdr26 2241	500	LINEAL FT	\$ 10.75	\$ 5,375.00		\$ -	
15.inch Sdr26 2241	0	LINEAL FT	\$ 21.25	\$ -	-	\$ -	
12-INCH HDPE	1000	LINEAL FT	\$ 4.69	\$ 4,690.00		\$ -	
15-INCH HDPE	500	LINEAL FT	\$ 6.46	\$ 3,230.00		\$ -	
18-INCH HDPE	0	LINEAL FT	\$ 8.90	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 15.40	\$ -	-	\$ -	
36-INCH HDPE	0	LINEAL FT	\$ 35.00	\$ -	-	\$ -	
TEES 30 X 12	0		\$ 200.00	\$ -	-	\$ -	
36-INCH RCP	0	LINEAL FT	\$ 40.00	\$ -	-	\$ -	
12-INCH BAND	0	EACH	\$ 10.00	\$ -	-	\$ -	
15-INCH BAND	0	EACH	\$ 16.50	\$ -	-	\$ -	
18-INCH BAND	0	EACH	\$ 18.00	\$ -	-	\$ -	
4-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 1.08	\$ -	-	\$ -	
6-INCH HDPE PIPE WITH SOCK	100	LINEAL FT	\$ 2.65	\$ 265.00		\$ -	
12x12 GARDEN INLETS	10	EACH	\$ 85.00	\$ 850.00		\$ -	
BEEHIVE GRATE NEENAH R-430-B	0	EACH	\$ 130.96	\$ -	-	\$ -	
2 X 18 INLET	0	EACH	\$ 71.75	\$ -	-	\$ -	
2 X 24 INLET	0	EACH	\$ 76.50	\$ -	-	\$ -	
2 X 30 INLET			\$ 76.50	\$ -	-	\$ -	
2 X 36 INLET			\$ 86.40	\$ -	-	\$ -	
2X36 CB OR INLET	20	EACH	\$ 86.40	\$ 1,728.00		\$ -	
4-FOOT MANHOLE WITH BOTTOM	2	EACH	\$ 3,500.00	\$ 7,000.00		\$ -	
12-18 INCH FLARED END SECTIONS WITH ANIMAL GRATES	5	EACH	\$ 125.00	\$ 625.00		\$ -	
CONCRETE DRIVEWAY	100	SQ FT	\$ 12.00	\$ 1,200.00		\$ -	
TOTAL LENGTH (FT)=		LUMP SUM		\$ 5,000.00		\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SF)=	0					\$ -	
CONCRETE SEALER	100		\$ 7.00	\$ 700.00		\$ -	
BITUMINOUS DRIVEWAYS	267	SQ YD	\$ 57.00	\$ 15,219.00		\$ -	
TOTAL LENGTH (FT)=	200					\$ -	
WIDTH (FT)=	12					\$ -	
AREA (SY)=	267					\$ -	
BITUMINOUS STREET CROSSING SURFACE	33	SQ YD	\$ 70.00	\$ 2,310.00		\$ -	
TOTAL LENGTH (FT)=	50					\$ -	
WIDTH (FT)=	6					\$ -	
AREA (SY)=	33					\$ -	
PAVER BRICK	0	SQ FT	\$ 18.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SF)=	0					\$ -	
TOP SOIL MATERIAL	948	CUBIC YARD	\$ 16.00	\$ 15,168.00		\$ -	
TOTAL LENGTH (FT)=	4000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (CY)=	948					\$ -	
TOP SOIL-INSTALLED	948	CUBIC YARD	\$ 15.00	\$ 14,220.00		\$ -	
TOTAL LENGTH (FT)=	4000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (CY)=	948					\$ -	
SOD-INSTALLED	8889	SQUARE YARD	\$ 5.00	\$ 44,445.00		\$ -	
TOTAL LENGTH (FT)=	4000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (SF)=	80000					\$ -	
STONE GRADE 8	459.54	TON	\$ 14.55	\$ 6,686.31		\$ -	
TOTAL LENGTH (FT)=	1000					\$ -	
WIDTH (FT)=	3					\$ -	
AREA (SY)=	333					\$ -	
STONE GRADE CA-7	919.08	TON	\$ 19.65	\$ 18,059.92		\$ -	
TOTAL LENGTH (FT)=	2000					\$ -	
WIDTH (FT)=	2					\$ -	
AREA (SY)=	444					\$ -	
						\$ -	
						\$ -	
DUMP FEES	444	PER LOAD	\$ 54.00	\$ 23,976.00		\$ -	
TOTAL LENGTH (FT)=	4000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (CY)=	4444					\$ -	
						\$ -	
						\$ -	
						\$ -	
DUMP FEES-SOD CONTAMINATED SPOILS	13	PER LOAD	\$ 110.00	\$ 1,430.00		\$ -	
TOTAL LENGTH (FT)=	2000					\$ -	
WIDTH (FT)=	15					\$ -	
AREA (CY)=	1667					\$ -	
TRUCKING	468	HOURLY	\$ 95.00	\$ 44,460.00		\$ -	
TRUCKING	0	LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TREE REMOVAL	0.50	LUMP SUM	\$ 7,500.00	\$ 3,750.00		\$ -	
TREE REMOVAL	0.00	LUMP SUM	\$ -	\$ -	-	\$ -	
TRAFFIC CONTROL	1	LUMP SUM	\$ 2,000.00	\$ 2,000.00		\$ -	
SIDEYARD EASEMENT WORK	0	LUMP SUM	\$ -	\$ -	-	\$ -	
SUB-TOTAL COST				\$ 222,387.23		\$ -	
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC	\$ 11,119.36	EACH	5% of Subtotal	\$ 11,119.36		\$ -	
SUB-TOTAL COST				\$ 233,506.59		\$ -	
CONTRACT EXCAVATION-DITCH AREA	80.00	HOURLY	\$ 466.00	\$ 37,280.00		\$ -	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-	\$ -	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-	\$ -	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	700.00	LINEAL FOOT	\$ 16.00	\$ 11,200.00		\$ -	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	1,500.00	LINEAL FOOT	\$ 33.00	\$ 49,500.00		\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 33.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS 36-INCH NON CONTRACT		LINEAL FOOT	\$ 110.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS 36-INCH NON CONTRACT		LINEAL FOOT	\$ 110.00	\$ -	-	\$ -	
CONTRACT STRUCTURE REMOVAL	10.00	EACH	\$ 197.00	\$ 1,970.00		\$ -	
CONTRACT STRUCTURE REMOVAL	-	EACH	\$ 197.00	\$ -	-	\$ -	
CONTRACT STRUCTURE REMOVAL	-	EACH	\$ 197.00	\$ -	-	\$ -	
4-6-INCH CORRUGATED PIPE	100.00	LINEAL FOOT	\$ 20.00	\$ 2,000.00		\$ -	
4-6-INCH CORRUGATED PIPE	-	LINEAL FOOT	\$ 20.00	\$ -	-	\$ -	
4-6-INCH CORRUGATED PIPE	-	LINEAL FOOT	\$ 20.00	\$ -	-	\$ -	
CONTRACT STRUCTURE INSTALL	20.00	EACH	\$ 426.00	\$ 8,520.00		\$ -	
CONTRACT STRUCTURE INSTALL	-	EACH	\$ 426.00	\$ -	-	\$ -	
CONTRACT STRUCTURE INSTALL	-	EACH	\$ 426.00	\$ -	-	\$ -	
INSTALL 12X12 INLET BOXES	10.00	EACH	\$ 197.00	\$ 1,970.00		\$ -	
FLARED END SECTIONS	2.00	EACH	\$ 231.00	\$ 462.00		\$ -	
LAYOUT	12.00	HOURLY	\$ 236.00	\$ 2,832.00		\$ -	
OUTSOURCE COST				\$ 115,734.00		\$ -	
SUB-TOTAL COST				\$ 349,240.59		\$ -	
CONTINGENCY	1	LUMP SUM	10%	\$ 34,924.06		\$ -	
TOTAL COST				\$ 384,164.65		\$ -	
TOTAL COST				\$ 384,164.65		\$ -	
DIFFERENCE						\$ -	
<b>TOTAL ESTIMATE-BUDGET</b>						<b>384,164.65</b>	



JOB LOCATION		Sawmill Creek 75th to Plainfield Rd East Leg					
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 8.75	\$ -	-	\$ -	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.75	\$ -	-	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.00	\$ -	-	\$ -	
12-inch Sdr26 2241	0	LINEAL FT	\$ 10.80	\$ -	-	\$ -	
16-inch Sdr26 2241	0	LINEAL FT	\$ 21.25	\$ -	-	\$ -	
12-INCH HDPE	200	LINEAL FT	\$ 4.69	\$ 938.00	-	\$ -	
15-INCH HDPE	2500	LINEAL FT	\$ 6.46	\$ 16,150.00	-	\$ -	
18-INCH HDPE	0	LINEAL FT	\$ 8.90	\$ -	-	\$ -	
12-INCH BAND	0	EACH	\$ 10.00	\$ 7.00	-	\$ -	
15-INCH BAND	0	EACH	\$ 16.50	\$ -	-	\$ -	
18-INCH BAND	0	EACH	\$ 18.00	\$ -	-	\$ -	
4-INCH HDPE PIPE WITH SOCK	100	LINEAL FT	\$ 1.08	\$ 108.00	-	\$ -	
6-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 2.65	\$ -	-	\$ -	
12x12 GARDEN INLETS	4	EACH	\$ 85.00	\$ 340.00	-	\$ -	
BEEHIVE GRATE NEENAH R-4340-B	25	EACH	\$ 130.96	\$ 3,274.00	-	\$ -	
2 X 24 INLET	0	EACH	\$ 76.50	\$ -	-	\$ -	
2 X 30 INLET			\$ 76.50		-	\$ -	
2 X 36 INLET			\$ 86.40		-	\$ -	
2X36 CB OR INLET	0	EACH	\$ 86.40	\$ -	-	\$ -	
4-FOOT MANHOLE WITH BOTTOM	25	EACH	\$ 1,650.00	\$ 41,250.00	-	\$ -	
12-18 INCH FLARED END SECTIONSWITH ANIMAL GRATES	0	EACH	\$ 100.00	\$ -	-	\$ -	
CONCRETE CURB AND GUTTER	200	EACH	\$ -	\$ -	-	\$ -	
CONCRETE DRIVEWAY	3,000	SQ FT	\$ 30.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	200					\$ -	
WIDTH (FT)=	15					\$ -	
AREA (SF)=	3000		\$ 30.00			\$ -	
CONCRETE SEALER	0		\$ -	\$ -	-	\$ -	
BITUMINOUS DRIVEWAYS	100	SQ YD	\$ -	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	15					\$ -	
WIDTH (FT)=	60					\$ -	
AREA (SY)=	100		\$ 59.00			\$ -	
BITUMINOUS STREET CROSSING-SURFACE	1,000	SQ YD	\$ 70.00	\$ 70,000.00	-	\$ -	
TOTAL LENGTH (FT)=	300					\$ -	
WIDTH (FT)=	30					\$ -	
AREA (SY)=	1000					\$ -	
PAVER BRICK	0	SQ FT	\$ -	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0		\$ -			\$ -	
AREA (SF)=	0		\$ -			\$ -	
TOP SOIL-MATERIAL	1778	CUBIC YARD	\$ 15.00	\$ 26,670.00	-	\$ -	
TOTAL LENGTH (FT)=	3000		\$ -			\$ -	
WIDTH (FT)=	50					\$ -	
AREA (CY)=	1778		\$ -			\$ -	
TOP SOIL-INSTALLED	694	CUBIC YARD	\$ 15.00	\$ 10,410.00	-	\$ -	
TOTAL LENGTH (FT)=	3000					\$ -	
WIDTH (FT)=	50					\$ -	
AREA (CY)=	694		\$ -			\$ -	
SOD-INSTALLED	16667	SQUARE YARD	\$ 5.00	\$ 83,335.00	-	\$ -	
TOTAL LENGTH (FT)=	3000					\$ -	
WIDTH (FT)=	50					\$ -	
AREA (SF)=	150000		\$ -			\$ -	
STONE GRADE 8	2300.46	TON	\$ -	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	3000					\$ -	
WIDTH (FT)=	5					\$ -	
AREA (SY)=	1667					\$ -	
STONE GRADE CA-7	2070	TON	\$ 19.65	\$ 40,675.50	-	\$ -	
TOTAL LENGTH (FT)=	3000					\$ -	
WIDTH (FT)=	3					\$ -	
AREA (SY)=	1000		\$ -			\$ -	
DUMP FEES	333	PER LOAD	\$ 54.00	\$ 17,982.00	-	\$ -	
TOTAL LENGTH (FT)=	3000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (CY)=	3333		\$ -			\$ -	
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 110.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (CY)=	0		\$ -			\$ -	
TRUCKING	526	HOURLY	\$ 92.00	\$ 48,392.00	-	\$ -	
TOTAL LENGTH (FT)=			\$ -			\$ -	
WIDTH (FT)=			\$ -			\$ -	
AREA (CY)=			\$ -			\$ -	
TREE REMOVAL	1	LUMP SUM	\$ 20,000.00	\$ 20,000.00	-	\$ -	
SIDEYARD EASEMENT WORK	1	LUMP SUM	\$ 5,000.00	\$ 5,000.00	-	\$ -	
SUB-TOTAL COST				\$ 384,531.50		\$ -	
MISC-BRICK/ ADJ RINGS MORTAR MASTIC	\$ 19,226.58	EACH	10% of Subtotal	\$ 19,226.58	-	\$ -	
SUB-TOTAL COST				\$ 403,758.08		\$ -	
CONTRACT EXCAVATION-DITCH AREA	100.00	HOURLY	\$ 466.00	\$ 46,600.00		\$ -	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	2,000.00	LINEAL FOOT	\$ 16.00	\$ 32,000.00		\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	2,000.00	LINEAL FOOT	\$ 33.00	\$ 66,000.00		\$ -	
CONTRACT STRUCTURE REMOVAL	5.00	EACH	\$ 342.00	\$ 1,710.00		\$ -	
4-6-INCH CORRUGATED PIPE	200.00	LINEAL FOOT	\$ 16.00	\$ 3,200.00		\$ -	
CONTRACT STRUCTURE INSTALL	30.00	EACH	\$ 420.00	\$ 12,600.00		\$ -	
INSTALL 12X12 INLET BOXES	15.00	EACH	\$ 215.00	\$ 3,225.00		\$ -	
FLARED END SECTIONS	-	EACH	\$ 300.00	\$ -		\$ -	
LAYOUT	16.00	HOURLY	\$ 236.00	\$ 3,776.00		\$ -	
OUTSOURCE COST				\$ 169,111.00		\$ -	
SUB TOTAL COST				\$ 572,869.08		\$ -	
CONTINGENCY	1	LUMP SUM	5%	\$ 28,643.45		\$ -	
TOTAL COST				\$ 601,512.53		\$ -	
DIFFERENCE						\$ 550,000.00	
<b>TOTAL ESTIMATE-BUDGET</b>						<b>\$ 550,000.00</b>	
4 Phases 1st Phase Cost					2,200,000.00	\$ -	

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR THE 2020 ROADSIDE DITCH MAINTENANCE PROGRAM BETWEEN THE CITY OF DARIEN AND BISPING CONSTRUCTION COMPANY INC. FOR THE LAYOUT AND REPLACEMENT OF STORM SEWER PIPES AND STRUCTURES AND GRADING IN AN AMOUNT OF \$288,729.00 BASED ON UNIT PRICING.**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2020 Roadside Ditch Maintenance Program between the City of Darien and Bisping Construction Company Inc. for the layout and replacement of storm sewer pipes and structures and grading in an amount of \$288,729.00 based on unit pricing, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

**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 February 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



### Contract

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_ between the \_\_\_\_\_ of \_\_\_\_\_ acting by and through its \_\_\_\_\_ known as the party of the first part, and \_\_\_\_\_ his/their executors, administrators, successors or assigns, know as the party of the second part.

2. Witnesseth: That for and inconsideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part as his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions and Proposal hereto attached are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:  
  
\_\_\_\_\_  
City Clerk

The \_\_\_\_\_ of \_\_\_\_\_  
By \_\_\_\_\_  
Mayor

(Seal)

*(If a Corporation)*

Corporate Name Bisping Construction Co., Inc.  
By [Signature]  
President Party of the Second Part

*(If a Co-Partnership)*

Attest:  
[Signature]  
Secretary

\_\_\_\_\_  
\_\_\_\_\_  
Partners doing Business under the firm name of

\_\_\_\_\_  
Party of the Second Part  
*(If an individual)*  
\_\_\_\_\_  
Party of the Second Part

**BIDDER INFORMATION SHEET**

**CONTACT NAME:** Jeff Bisping

**ADDRESS:** PO Box 654 / 110 Ford Drive

**CITY, STATE, ZIP:** New Lenox, IL 60451

**PHONE NUMBERS:** \_\_\_\_\_

**OFFICE:** 815-485-9568 **CELL:** \_\_\_\_\_

**FAX NUMBER:** 815-485-9640

**E-MAIL ADDRESS:** jeff@bispingconstruction.com

**ALTERNATE CONTACT NAME:** Katie Smith

**PROPOSAL**

**TO: CITY OF DARIEN**  
**PROJECT: 2020 ROADSIDE DITCH REGRADING**

**ACKNOWLEDGEMENTS:** The undersigned has received the Contract Documents entitled: “**2020 Roadside Ditch Regrading**” and the following addenda to these documents.

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

All provisions of the Contract Documents and the addenda have been included in the Proposal submitted by the undersigned. The undersigned has carefully examined all of the Contract Documents and the project site and submits the following Proposal:

1. Proposal of (Vendor’s Name) Bisping Construction Co., Inc. for the improvement of the above sections for the maintenance construction of the **2020 Various Roadside Ditch Project**.
2. The specifications referred to herein are those prepared by the Department of Transportation and designated as “Standard Specifications for Road and Bridge Construction” and the Supplemental Specifications: there to, adopted and in effect on the date of invitation for bids.
3. The undersigned agrees to accept, as part of the contract, the applicable instructions contained in this proposal.
4. The undersigned agrees to complete the Work by **August 14, 2020** unless additional time is granted in accordance with the specifications.
5. Each pay item shall have a unit price and a total price.

The unit price shall govern if no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity.

If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

A bid will be declared unacceptable if neither a unit price nor a total price is shown.

The undersigned firm certifies that is has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an omission of guilt such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of the State laws prohibiting bid-rigging or bid-rotating.

## Hourly Service Rate Sheet

DESCRIPTION	UNIT	COST
Lead Foreman	Hourly	120.00
Laborer	Hourly	110.00
Operator with Loader/Backhoe	Hourly	215.00
Operator with Grad All	Hourly	250.00
Placement of 6-12 inch stone (Rip-rap)	Square Yard	62.00

All Hourly Rates shall be guaranteed a four (4) minimum.

**Project 1 - Bentley Avenue 73<sup>rd</sup> Street to Tennessee Ave**

The existing conditions on Bentley Avenue, 73rd Street to Tennessee Ave within the right of way ditches does not allow the conveyance of storm water to flow downstream. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary, and approximately 1,200 lineal feet of ditch regrading. The project goal is to allow storm water to flow from the summits as determined to downstream basins or existing downstream ditches or creeks.

DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE	TOTAL COST
PIPE CULVERT REMOVAL	350	LINEAL FOOT	16	5600
STRUCTURE REMOVAL	5	EACH	342	1710
STORM SEWER PIPE INSTALLATION	2000	LINEAL FOOT	33	66,000
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	200	LINEAL FOOT	16	3200
12 x 12 INLET BOXES	40	EACH	213	8520
FLARED END SECTION-METAL	5	EACH	262	1310
STORM SEWER STRUCTURE INSTALL	25	EACH	420	10,500
LAYOUT-JOB CONSULTATION	12	HOURLY	236	2832
<b>DITCHING-GRADING COSTS</b>				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	48	HOURLY	466	22,368 <sup>00</sup>
<b>TOTAL COST</b>				<del>99,672</del>

**\$122,040.00**

**Base Bid 1-Total Cost of Project Bentley Avenue 73<sup>rd</sup> Street to Tennessee Ave in words**

Twelve thousand six hundred seventy two and 00/100

**Project 2 – Andrus Road to Frontage Road**

The existing conditions on Andrus Road do not allow the conveyance of storm water to Frontage Road. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary or existing, and approximately 1,200 lineal feet of ditch line regrading. The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PIPE CULVERT REMOVAL	400	LINEAL FOOT	16	6400
STRUCTURE REMOVAL	2	EACH	285	570
STORM SEWER PIPE INSTALLATION	650	LINEAL FOOT	33	21450
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	100	LINEAL FOOT	20	2,000
12 x 12 INLET BOXES	4	EACH	164	656
FLARED END SECTION-METAL	2	EACH	328	656
STORM SEWER STRUCTURE INSTALL	5	EACH	393	1965
LAYOUT-JOB CONSULTATION	8	HOURLY	236	1888 <sup>00</sup>
<b>DITCHING-GRADING COSTS</b>				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	24	HOURLY	580	<del>19,120<sup>00</sup></del>
<b>TOTAL COST</b>				<del>55,405<sup>00</sup></del>

**Project 2 -Total Cost of Project Andrus Road to Frontage Road in words:**

**\$49,505.00**

*Fifty five thousand four hundred five and 00/100*

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**Project 3 - Eleanor Place-Elm to 74<sup>th</sup> Street to Route 83**

The existing conditions on Eleanor Place within the western and eastern right of way ditch do not allow the conveyance of storm water to flow to Holly Avenue, or 69<sup>th</sup> Street. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary or existing, and approximately 4,000 lineal feet of ditch line regrading. The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PIPE CULVERT REMOVAL	700	LINEAL FOOT	16	11,200
STRUCTURE REMOVAL	10	EACH	342	3,420
STORM SEWER PIPE INSTALLATION	1500	LINEAL FOOT	33	49,500
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	100	LINEAL FOOT	20	2,000 <sup>-</sup>
12 x 12 INLET BOXES	10	EACH	197	1,970 <sup>00</sup>
FLARED END SECTION-METAL	2	EACH	231	462 <sup>00</sup>
STORM SEWER STRUCTURE INSTALL	20	EACH	426	8,520 <sup>00</sup>
LAYOUT-JOB CONSULTATION	12	HOURLY	236	2,832 <sup>00</sup>
<b>DITCHING-GRADING COSTS</b>				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	80	HOURLY	466	37,280 <sup>00</sup>
<b>TOTAL COST</b>				<b>117,184<sup>00</sup></b>

**Project 3 - Eleanor Place-Elm to 74<sup>th</sup> Street to Route 83 in words:**

*one hundred fifteen thousand one hundred eighty four and 00/100*

**ALTERNATE 1-Sawmill Creek 74<sup>th</sup> Street to Janet Avenue**

The proposed **Project Sawmill Creek - 74<sup>th</sup> Street to Janet Ave** is related to the deficient storm water ditch conveyance within the Sawmill Creek tributary. The existing conditions within the creek bed do not allow for the conveyance of storm water to flow from the respective summits towards inlets. The proposed project would include the removal and replacement of a deteriorated 15-inch metal underdrain, installation of inlets as required, and approximately 3,000 lineal feet of ditch regrading. The project goal is to allow storm water to flow at the optimal level. The access to the creek bed shall be at intersecting roadways and side yard easements where available. The depth of the underdrain shall range from 3-7 feet to bottom of pipe.

PLEASE NOTE: PENDING FUNDING AVAILABLE THE SCOPE OF WORK MAY BE REDUCED TO A TOTAL OF 1,000 LINEAL FEET.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PIPE CULVERT REMOVAL	2000	LINEAL FOOT	116	370000
STRUCTURE REMOVAL	5	EACH	342	1710
PIPE CULVERT INSTALLATION	2000	LINEAL FOOT	33	66,000
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	200	LINEAL FOOT	110	32000
12 x 12 INLET BOXES	15	EACH	215	3225
FLARED END SECTION-METAL	0	EACH	100	0
STORM SEWER STRUCTURE INSTALL	30	EACH	420	12,600
LAYOUT-JOB CONSULTATION	16	HOURLY	236	3776
<b>DITCHING-GRADING COSTS</b>				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-OR TRACK EQUIPMENT LEAD FOREMAN AND 2-LABORERS	80	HOURLY	466	37280
<b>TOTAL COST</b>				<b>5159,791</b>

**ALTERNATE 1-Total Cost of Project Sawmill Creek 74<sup>th</sup> Street to Janet Avenue in words:**

One hundred fifty nine thousand seven hundred ninety one  
and 00/100

	<b>COST SUMMARY SCHEDULE</b>	<b>COST</b>
<b>Base Bid 1</b>	<b>Project 1 - Bentley Avenue 73<sup>rd</sup> St to Tennessee Ave</b>	<b>\$122,040.00</b> <del>99,672.00</del>
<b>Base Bid 2</b>	<b>Project 2 – Andrus Rd to Frontage Rd</b>	<b>\$49,505.00</b> <del>55,405.00</del>
<b>Base Bid 3</b>	<b>Project 3– Eleanor Pl 74<sup>th</sup> St to Route 83</b>	117,184.00
	<b>Total Base Bid</b>	<b>\$288,729.00</b> <del>272,261</del>
<b>Alternate 1</b>	<b>Alternate 1 – Sawmill Creek 74<sup>th</sup> Street to Janet Ave</b>	\$159,791.00
	<b>Total Alternate Bid</b>	159,791
	<b>TOTAL PROJECT COST BASE + ALTERNATE</b>	<b>\$448,520.00</b> <del>543,052.00</del>

**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE MEETING  
December 23, 2019**

**PRESENT:** Alderman Thomas Belczak -Chairman, Alderman Eric Gustafson, Alderman Joseph Kenny, Dan Gombac – Director, Joe Hennerfeind – Senior Planner

**ABSENT:** None

**OTHER:** Mayor Joseph Marchese

**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. **PZC 2019-04 - 7532 South Cass Avenue - Petitioner 7532 CASS AVE LLC (John Manos), as owner of property at 7532 South Cass Avenue, seeks approval to permit the redevelopment of a vacant lot (former Phillips 66 service station) into a retail center with one multi-tenant building and one drive through facility, located within the B-2 Community Shopping Center Business District.**

Mr. Joe Hennerfeind, Senior Planner reported that the subject property is located on the west side of Cass Avenue, north of Plainfield Road. He reported that currently, the property is vacant, but in the past has operated as a Phillips 66 service station.

Mr. Hennerfeind reported that the petitioner proposes a plan to construct a single building of 3,506 square feet for a two-tenant space, with Dunkin' Donuts occupying most of the building, and a drive-through service lane that wraps the building. He reported that the parcel measures 24,974 square feet in area and given the size of the parcel, which does not meet current minimum size requirements for a B-2 property, several variations are required and that the small size of the property has limited redevelopment without needing such variations, and has economically hindered previous interest and investment.

Mr. Hennerfeind reported that the area is considered a gateway property to the core of the City and that the petitioner has been working with staff to optimize site design despite the size constraints including a revision of existing curb-cuts to be reduced, with no access on Plainfield Road other than the shared Brookhaven Plaza entrance, and one remaining entrance on Cass Avenue. He further reported that the petition includes special use requests for both restaurant spaces, and the accompanying drive-through for Dunkin Donuts and that the petitioner will control ownership of both the subject property and the Plaza with a Cross-Access Agreement which will secure proper easement rights to both properties for any traffic or pedestrians in perpetuity. '

Mr. Hennerfeind reported that there are two elevation options, one consisting of primary EIFS (Dryvit) that would match the construction of the existing Plaza, and one constructed in higher quality materials of brick and stone, with additional lighting and awnings. He reported that Code does not require the higher quality materials, but the petitioner has presented both as there may be the opportunity to partner with the City economically to improve the presence of the building and monument signage to the corner.

Mr. Hennerfeind reported that parking, vehicle stacking, and landscaping meets the minimum requirements. He reported that the PZC at their meeting raised questions on curb cuts and traffic and requested that the petitioner and staff work with the county to limit access on Cass Avenue to a right-in/right-out configuration to address potential traffic issues on the busy intersection.

Mr. Hennerfeind also reported that the PZC also raised concern regarding the location of the dumpster enclosure and requested to be further analyzed for maximum screening without affecting traffic or sightlines. He reported that staff indicated that a masonry enclosure would be required as a condition of permit approval and potential façade improvements under discussion with the Council, and the opportunity for marquee signage benefitting the City at the corner of the intersection.

Mr. Hennerfeind reported that there was a resident at the PZC meeting who expressed concerns on increased traffic at the busy intersection, and potential impacts on turning movements for local side-streets.

Chairperson Belczak questioned the refuse container location.

Mr. Gombac reported that the PZC recommended relocation to gain more parking. He reported that staff requested the developer to provide a brick enclosure.

Mr. Hennerfeind reported that the dumpster location will be on the side that faces the rear of Brookhaven and that the landscaping is lost due to additional parking. He reported that the enclosure will be visible from Cass but there will be 12 parking spaces covering the area.

Mr. Gombac stated that the area is unique for landscaping.

Alderman Gustafson questioned if any of the variations cause any safety issues.

Mr. Gombac reported that he did not foresee any safety issues.

Alderman Kenny stated that the dumpster appeared to be far away from the building.

Mr. Gombac reported that it is approximately 50 feet away.

Alderman Kenny questioned if there are any issues with the scavenger companies and the brick enclosure. He suggested looking into wood or plastic versus brick.

Mr. Manos stated that he is used to replacing the fences and that there will be bollards to protect the area.

Mr. John Manos, petitioner stated that he was pleased to where this has landed. He stated that he appreciates the comments regarding the refuse container.

Alderman Kenny questioned if there a precedent being set for other businesses.

Mr. Hennerfeind reported that because this is a redevelopment it's difficult to whittle away the variances and that this proposal is a smart solution even if it means variations.

Alderman Gustafson questioned if there were any issues with variances across the street.

Mr. Gombac reported that there are no issues that he is aware of.

**Alderman Kenny made a motion and it was seconded by Alderman Gustafson approval to permit the redevelopment of a vacant lot (former Phillips 66 service station) into a retail center with one multi-tenant building and one drive through facility, located within the B-2 Community Shopping Center Business District.**

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

- 1. Presentation regarding marquee sign at Plainfield Road and Cass Avenue in conjunction with proposed development of Dunkin' Donuts.**

Mr. Dan Gombac, Director reported that this is the second part of the proposal and that staff is working with Mr. Manos a sign company to provide marquee signage.

Mr. Gombac reported that Bill from Chicago Billboards is in the audience. He reported that Chicago Billboards provides the signage at no cost in return for advertising. He further reported that the proposed signage will be 3 faces of a triangle and will allow the City to display information to residents such as public hearings, leaf pick-up, etc. basically anything that the City now places in *Direct Connect*.

Mr. Gombac reported that a billboard agreement is being drafted and that Mr. Manos will dedicate the easement to the City of Darien.

Mr. Bill Przbylski, Chicago Billboards stated that size and layout have not yet been discussed. He explained that have worked with many municipalities with similar signage.

Alderman Kenny questioned if the any of their signs have been on busy intersections.

Mr. Roger Hursh, Chicago Billboards reported that they prefer that the marquee is situated near a stop light but that this is a good location and that there are also a couple other locations in Darien ideal for similar signage. He reported that they have similar marquees in Bolingbrook, Joliet, Oak Lawn, Chicago Ridge and other locations which have high traffic areas. Mr. Hursh stated that there have not been any safety issues or accident incidents due to the signage.

Mr. Gombac reported that the Illinois Department of Transportation has regulations for signage. He reported that there will be a public hearing and variations for the size and sign movement.

Alderman Kenny questioned the proximity of the signage to Dunkin Donuts.

Mr. Gombac reported that the goal is to put the sign in the corner. He stated that staff will work with the company to have optimal signage.

Mr. Hennerfeind reported that it is tight fit and will require some setback variations with the corner's right at the property line. He stated that they will need to work on the design a bit.

Mayor Joseph Marchese was in the audience. He questioned if additional signage would share the same advertising.

Mr. Przbylski stated that all the advertising will have no adult theme and that the advertising will be similar.

Mayor Marchese stated that he shared the information with the Executive Director of the Darien Park District.

Alderman Gustafson questioned how the signage is managed.

Mr. Przbylski reported that they follow IDOT regulations.

Chairperson Belczak opened the meeting to anyone in the audience wishing to present public comment.

There was a gentleman and his daughter in the audience observing the meeting. There was some discussion on the tax revenue of the presented proposal.

**b. Resolution – Accepting a proposal from Underground Pipe & Valve Co., for the Clow Eddy fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal from Underground Pipe & Valve Co., for the Clow Eddy fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.

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 of a Resolution accepting a proposal from Underground Pipe & Valve Co., for the Clow Eddy fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.**

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

- c. **Resolution – Accepting a proposal from Underground Pipe & Valve Co., for the Clow Eddy F2500 fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal from Underground Pipe & Valve Co., for the Clow Eddy F2500 fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.

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 of a Resolution accepting a proposal from Underground Pipe & Valve Co., for the Clow Eddy F2500 fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.**

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

- d. **Resolution – Accepting a proposal from Underground Pipe & Valve Co., for the Clow Medallion fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.**

Mr. Dan Gombac, Director reported that this is a resolution accepting a proposal from Underground Pipe & Valve Co., for the Clow Medallion fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.

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 of a Resolution accepting a proposal from Underground Pipe & Valve Co., for the Clow Medallion fire hydrant repair parts as required for a period of May 1, 2020 through April 30, 2021.**



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

- e. **Minutes – November 25, 2019 Municipal Services Committee**  
**Alderman Kenny made a motion and it was seconded by Alderman**

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 of the November 25, 2019 Municipal Services Committee Meeting Minutes.**

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

### **DIRECTOR'S REPORT**

Mr. Dan Gombac, Director reported that the 67<sup>th</sup> Street construction is suspended. He reported that the project is on budget and will resume in March.

### **NEXT SCHEDULED MEETING**

Chairperson Belczak announced that the next meeting is scheduled for Monday, January 27, 2020.

### **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 7:36 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**