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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**

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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

March 7, 2022

7:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [February 22, 2022](#)
7. Receiving of Communications
8. Mayor's Report
  - A. Hinsdale South Speech Team State Champions
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. Police Department
  - B. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [21-22-21](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

15. Old Business

16. Consent Agenda

- A. Consideration of a Motion to Approve an Ordinance [Abating Property Tax Heretofore Levied by Ordinance No. O-28-12](#) (In the Amount of \$304,025)
- B. Consideration of a Motion to Approve an Ordinance [Abating Property Tax Heretofore Levied by Ordinance No. O-11-18](#) (In the Amount of \$386,300)
- C. Consideration of a Motion to Approve a Resolution Approving the [2022 City of Darien Zoning Map](#)
- D. Consideration of a Motion to Approve a Motion [Authorizing the following Roadside Ditch Maintenance Projects:](#)

	Vian Construction	Proposed Project
BASE BID	<u>Cost</u>	<u>Cost</u>
1. Bentley Ave. – 72 <sup>rd</sup> St. to 73 <sup>rd</sup> St. to Tennessee Ave.	\$160,000	\$ 481,800
2. Andrus Rd. – Frontage Rd. to limit	\$ 31,270	\$ 153,713
3. Eleanor Pl. – 74 <sup>th</sup> St. to Route 83	\$145,900	\$ 452,542
Base Bid Total	\$337,170	\$1,088,055

And the following Alternate:

***Alternate-Pending Budget Discussions***

<i>A1.Crest Rd. – Holly Ave. – 67<sup>th</sup> St.</i>	\$147,500\$	\$ 592,753
<b>Total Base and Alternate Cost</b>	\$484,670	\$1,680,808

- E. Consideration of a Motion to Approve a Resolution Authorizing Mayor and City Clerk to Execute a Contract for the [2022 Roadside Ditch Maintenance](#) – Regrading Program between the City of Darien and Vian Construction Company, Inc. for the Layout and Replacement of Storm Sewer Pipes, and Structures and Grading in an Amount not to Exceed \$484,670.00
- F. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Contract with SKC Construction, Inc. in an Amount not to Exceed \$227,580.00 for the [2022 Crack Fill Program](#)
- G. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien](#)
- H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute an [Intergovernmental Agreement Between the City of Darien and the County of DuPage for Mowing](#) Along County Roads and Rights of Way
- I. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute an [Intergovernmental Agreement with the Village of Willowbrook Regarding the Purchase and Installation of a 4-way Traffic Signal](#) at the Intersection of 67th Street and Clarendon Hills Road
- J. Consideration of a Motion to Approve a Resolution for [Maintenance Under the Illinois Highway Code](#) (2022 – 2023 MFT General Maintenance)
- K. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the [Professional Design Services Related to the Surveying of 67th Street and Clarendon Hills Road for the 4-way Traffic Signal Project](#) in an Amount not to Exceed \$9,500

- L. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) for the [Professional Design Services Related to the Design, Engineering, Bid Documents and Construction Observation for the 67th Street and Clarendon Hills Road 4-way Traffic Signal Project](#) in an Amount not to Exceed \$20,500
- 17. New Business
  - A. Consideration of a Motion to Approve a Resolution Authorizing for the [Purchase of a 4-sided Modulated Aluminum Trench Box](#) from Lee Jensen Sales Co. for \$12,171.00
- 18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
- 19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE FEBRUARY 22, 2022 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:13 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**February 22, 2022**

**7:30 P.M.**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

Webelos Pack 36 Scouts led the Council and audience in the Pledge of Allegiance. Mayor Marchese congratulated scouts Henry Gorzkowski, David Barry and Andrew Guzman for taking 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place respectively at the Pinewood Derby; scouts showcased their trophies and were presented with City of Darien pins. Mayor Marchese thanked parents for their support.

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

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

Absent: None

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



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

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

There were none.

6. **APPROVAL OF MINUTES**

A. City Council Meeting – January 17, 2022

It was moved by Alderman Kenny and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of January 17, 2022.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

B. City Council Meeting – February 7, 2022

It was moved by Alderman Belczak and seconded by Alderman Vaughan to approve the minutes of the City Council Meeting of February 7, 2022.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny received communication from...

...Marsha Carpello, Gold Grove Drive, regarding a rear-yard drainage issue.

...Bonnie Kucera regarding new refuse program.

Alderman Chlystek received communication from Jerry Leganski, 8000 block of Farmingdale Drive, regarding a power outage; he noted outage was reported to ComEd.

Alderman Gustafson received communication from resident, 2400 block of Green Valley Road, regarding water accumulating on Nicor property behind their home.

8. **MAYORS REPORT**

**A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION  
RECOGNIZING LOU MALLERS AS THE 2022 CITIZEN OF THE YEAR IN  
THE CITY OF DARIEN (CITIZEN OF THE YEAR COFFEE AND CAKE  
RECEPTION WILL BE HELD AFTER THE CITY COUNCIL MEETING)**

Mayor Marchese read the resolution into record.

It was moved by Alderman Schauer and seconded by Alderman Vaughan to approve the motion as presented.

Roll Call:      Ayes:      Belczak, Chlystek, Gustafson, Kenny, Schauer,  
Sullivan, Vaughan, Marchese, Ragona, Coren,  
Murphey, Vana

Nays:      None

Absent:      None

Results: Ayes 12, Nays 0, Absent 0

**MOTION DULY CARRIED**

Mayor Marchese presented Lou Mallers with the Citizen of the Year Resolution and plaque. There was resounding applause and a standing ovation from City Council and audience.

Lou Mallers commented that he was humbled and appreciative of the kind words and letters; he especially thanked his wife, Carol, for her support. He stated, "just looking forward to doing what I can do."

Mayor Marchese announced the passing of a very special, sweet woman and good friend, Kathy Minardi. Kathy was a "Heart of Darien" award recipient and very passionate about Arbor Day. He shared her husband Mike's comment, "She really, really loved the

City of Darien.” Mayor Marchese provided visitation information and encouraged all to pay tribute.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT**

Alderman Gustafson inquired about the catalytic converters thefts reported in the last police report. Discussion ensued regarding prevention and the capture of individuals responsible for the theft. Chief Thomas responded to Council questions.

Treasurer Coren inquired about calling “911” from a landline versus a cell phone. Chief Thomas stated location is identifiable when calling from a landline and that technology has improved for cell phones. He reviewed “911” etiquette and stressed the importance of conveying location before reason when calling “911.”

**B. MUNICIPAL SERVICES**

Alderman Gustafson recognized Municipal Services for doing a great job in fixing a water main break at Green Valley Drive and Wakefield Road.

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 21-22-20**

It was moved by Alderman Belczak and seconded by Alderman Vaughan to approve payment of Warrant Number 21-22-20 in the amount of \$434,730.08 from the enumerated funds, and \$278,874.39 from payroll funds for the period ending 02/10/22 for a total to be approved of \$713,604.47.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. MONTHLY REPORT – JANUARY 2022**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of January 2022.

General Fund: Revenue \$14,085,375; Expenditures \$10,397,699; Current Balance \$6,249,137

Water Fund: Revenue \$5,544,506; Expenditures \$5,287,984; Current Balance \$3,859,485

Motor Fuel Tax Fund: Revenue \$921,744; Expenditures \$1,464,736; Current Balance \$823,332

Water Depreciation Fund: Revenue \$1,431; Expenditures \$180,838; Current Balance \$2,915,962

Capital Improvement Fund: Revenue \$1,987,317; Expenditures \$1,587,204; Current Balance \$10,414,499

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee**

- Liaison Sullivan announced that the Citizen of Year Committee is thrilled to honor Lou Mallers with a Cake & Coffee Reception in the Police Department Training Room following the City Council Meeting. She noted February 23 is the last day to make reservations at City Hall to attend the celebratory dinner/dance at Alpine Banquets on March 4 at 6:00 P.M.
- Chairwoman Sullivan stated Committee-of-the-Whole 2022-2023 Budget Workshop will begin on February 23 at 6:30 P.M.; second meeting is scheduled for March 1 at 6:30 P.M. She noted materials and proposed 2022-2023 Budget is available on the City's website.
- Liaison Sullivan stated the Economic Development Committee meeting is scheduled for March 3, 2022 at 7:00 P.M.

**Municipal Services Committee** – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for February 28, 2022 at 6:00 P.M.

**Police Committee** – Chairman Kenny stated the minutes of the October 18, 2021 meeting were approved and submitted to the Clerk's Office. He announced the Police Committee meeting is scheduled for March 21, 2022 at 6:00 P.M. in the Police Department Training Room.

Mayor Marchese announced the Citizen Action Group will be meeting at the Indian Prairie Public Library on March 12, 2022 from 10:00 A.M. – Noon.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

Mayor Marchese stated New Business Items A, B, and C have been moved to the Consent Agenda as Items A, B, and C.

It was moved by Alderwoman Sullivan and seconded by Alderman Kenny to approve by Omnibus Vote the following items on the Consent Agenda:

**A. CONSIDERATION OF A MOTION TO APPROVE TWO ELECTRONIC WASTE (E-WASTE) HOME COLLECTION EVENTS DURING 2022 AS PROVIDED IN THE CONTRCT BETWEEN THE CITY OF DARIEN AND LRS**

**B. ORDINANCE NO. O-04-22 AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN**

**C. RESOLUTION NO. R-15-22 A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86 AND THE CITY OF DARIEN AUTHORIZING SCHOOL RESOURCE OFFICER SERVICES 2022 – 2023**

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

There was no New Business.

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

Alderswoman Sullivan announced...

...for the first time in history Hinsdale South High School Speech Team won the IHSA State Speech Tournament in Peoria and took home many individual awards in 1<sup>st</sup>, 2<sup>nd</sup> & 4<sup>th</sup> place categories.

...Hinsdale South High School Booster Club is hosting Trivia Night on February 25, 2022. She noted the in-person event is sold-out, but the online auction can be found at [www.hinsdalesouthboosters.org](http://www.hinsdalesouthboosters.org). Monies raised will benefit the school community in grants and scholarships.

Alderman Gustafson encouraged residents to attend upcoming meetings regarding Center Cass 66 potential tax increase.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:04 P.M.

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Mayor

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City Clerk

## CITY OF DARIEN

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
March 7, 2022

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

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

General Fund					\$70,846.72
Water Fund					\$21,836.41
Motor Fuel Tax Fund					\$26,738.01
Water Depreciation Fund					\$24,000.00
Special Service Area Tax Fund					
Stormwater Management Fund					
E-Citation Fund					
Capital Improvement Fund					
State Drug Forfeiture Fund					
Federal Equitable Sharing Fund					\$3,687.84
DUI Technology Fund					
				<i>Subtotal:</i>	<u>\$147,108.98</u>
General Fund Payroll	02/24/22	\$	256,093.65		
Water Fund Payroll	02/24/22	\$	23,657.23		
		<i>Subtotal:</i>	<u>\$</u>	<u>279,750.88</u>	
<i>Total to be Approved by City Council:</i>				<u>\$</u>	<u>426,859.86</u>

*Approvals:*

\_\_\_\_\_  
Joseph A. Marchese, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	NEW SWITCH- PD BOOKING	AP030722	4325	Consulting/Professional	36.87
AIS	BLOCK PURCHASE- MARCH 2022	AP030722	4325	Consulting/Professional	5,130.26
AIS	BACK UP SERVICE- MARCH 2022	AP030722	4325	Consulting/Professional	1,300.00
AIS	CLOUD HOSTING- MARCH 2022	AP030722	4325	Consulting/Professional	20.00
AIS	PHONE PORTS PD TRAINING ROOM- (Over Block Hours)	AP030722	4325	Consulting/Professional	157.50
AIS	FYE 22 COMPUTER UPGRADES	AP030722	4325	Consulting/Professional	827.38
AIS	ABILA UPDATE, AND TABLET ISSUES- (Over Block Hours)-JANUARY	AP030722	4325	Consulting/Professional	1,443.75
AIS	NEW MONITOR- REGINA	AP030722	4325	Consulting/Professional	113.67
CAROL MALLERS	REIMBURSEMENT TO CAROLS MALLERS- 2022 DINNER DANCE BAKERY	AP030722	4239	Public Relations	148.62
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET AT POLICE DEPT	AP030722	4219	Liability Insurance	8.69
COMCAST BUSINESS	CABLE FOR CITY HALL	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	42.00
DUPAGE COUNTY CLERK'S OFFICE	STATUTORY FEE-NOTARY DIANE NOVERINI	AP030722	4213	Dues and Subscriptions	10.00
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICE- FEB 2022	AP030722	4345	Janitorial Service	1,566.50
GOVTEMPSUSA LLC	VANA -(2-13-22)	AP030722	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA -(2-20-22)	AP030722	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	CH KONICA SERVICE AGREEMENT	AP030722	4225	Maintenance - Equipment	150.00
LINDA BOROWIAK	REIMBURSEMENT-CO...	AP030722	4239	Public Relations	159.86



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
MECO CONSULTING GROUP LLC	COMMUNICATION SERVICES- FEB 2022	AP030722	4239	Public Relations	2,800.00
NICOR GAS	NICOR 82541110001 1702 PLAINFIELD RD	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	394.71
ODELSON,STERK,MURPHY,FRAZIER & OFFICE DEPOT	LEGAL FEES- JAN 2022	AP030722	4219	Liability Insurance	660.00
	OFFICE /JANITORIAL SUPPLIES FOR CITY HALL	AP030722	4253	Supplies - Office	63.58
PM PRINTING INC.	LETTERHEAD/ENVELO... REPORTS	AP030722	4235	Printing and Forms	1,043.73
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE (1-1-22 thru 3-31-22)	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	375.00
RYDIN	2022-2023 BUSINESS LICENSE DECALS	AP030722	4235	Printing and Forms	572.11
SPEER FINANCIAL	ANNUAL DISCLOSURE FILING	AP030722	4325	Consulting/Professional	960.00
				Total Administration	24,814.99

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JOANNE E. RAGONA	REIMBURSE JOANNE RAGONA FOR TRAINING	AP030722	4263	Training and Education	100.00
				Total City Council	100.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DON MORRIS ARCHITECTS P.C.	INSPECTIONS- FEB 2022	AP030722	4325	Consulting/Professional	4,800.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS -FEB 2022	AP030722	4328	Conslt/Prof Reimbursable	2,695.00
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL FEES- JAN 2022	AP030722	4219	Liability Insurance	2,145.00
				Total Community Development	9,640.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALLIED GARAGE DOOR INC.	REPAIR TO PW SALT SHED	AP030722	4223	Maintenance - Building	596.43
CINTAS #769	MATT RENTAL- PUBLIC WORKS	AP030722	4223	Maintenance - Building	12.50
CINTAS #769	MATT RENTAL- POLICE DEPT	AP030722	4223	Maintenance - Building	53.88
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PUBLIC WORKS	AP030722	4219	Liability Insurance	141.07
COM ED	COM ED 0788310001 1041 S FRONTAGE	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
FedEx	ROAD CONTRACT TO VENDOR	AP030722	4233	Postage/Mailings	52.21
FORCE AMERICA	TEMPERATURE SENSORS	AP030722	4225	Maintenance - Equipment	1,500.00
FORESTRY SUPPLIERS, INC.	CHAINSAW CHAPS FOR PW	AP030722	4259	Small Tools & Equipment	1,289.35
FORESTRY SUPPLIERS, INC.	CHAINSAW CHAPS FOR PW	AP030722	4259	Small Tools & Equipment	898.00
FOX VALLEY FIRE & SAFETY	SPRINKLER INSPECTION- CITY HALL	AP030722	4223	Maintenance - Building	189.00
I.R.M.A.	DEDUCTIBLE CLAIMS- DEC 2021	AP030722	4219	Liability Insurance	4,284.26
IMPACT NETWORKING, LLC	CH KONICA SERVICE AGREEMENT PW -HP SERVICE	AP030722	4225	Maintenance - Equipment	48.94
INTERSTATE BILLING SERVICE INC	EMERGENCY REPAIRS FOR 110	AP030722	4229	Maintenance - Vehicles	1,380.00
JC LANDSCAPING/TREE SERVICE	SNOW REMOVAL/SALTING -CH and PD 2-17-22	AP030722	4223	Maintenance - Building	560.00
JC LANDSCAPING/TREE SERVICE	SNOW REMOVAL/SALTING 2-11-22	AP030722	4223	Maintenance - Building	280.00
JSN CONTRACTORS SUPPLY	GLOVES	AP030722	4219	Liability Insurance	712.80

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JX ENTERPRISES INC	REPAIR PARTS FOR 105	AP030722	4229	Maintenance - Vehicles	148.61
KAMAN FLUID POWER LLC	REPAIR HOSES	AP030722	4229	Maintenance - Vehicles	52.92
LINDCO EQUIPMENT SALES, INC.	REPAIR PARTS FOR 101	AP030722	4229	Maintenance - Vehicles	262.25
MC CANN INDUSTRIES INC	ALTERNATOR FOR \$208	AP030722	4229	Maintenance - Vehicles	1,968.40
PIRTEK O'Hare	REPAIR PARTS	AP030722	4229	Maintenance - Vehicles	1,400.00
POMP'S TIRE SERVICE, INC.	TIRES FOR #401	AP030722	4229	Maintenance - Vehicles	600.40
PRO CHEM INC	NITRILE GLOVES	AP030722	4219	Liability Insurance	402.60
RAGS ELECTRIC	341 PLAINFIELD RD BORE , w/ TRAFFIC CONTROL	AP030722	4359	Street Light Oper & Maint.	6,000.00
RAGS ELECTRIC	STREET LIGHT REPAIR- PORTSMOUTH/SAWYER	AP030722	4359	Street Light Oper & Maint.	178.56
RED WING SHOES	BOOTS- KRIS THROM	AP030722	4219	Liability Insurance	250.00
STENSTROM PETROLEUM SERVICES	EMERG REPAIR- PW GAS PUMPS	AP030722	4223	Maintenance - Building	1,099.52
TRAFFIC CONTROL AND PROTECTION	SIGNS	AP030722	4257	Supplies - Other	436.15
TRAFFIC CONTROL AND PROTECTION	STREET SIGNS	AP030722	4257	Supplies - Other	192.21
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP030722	4223	Maintenance - Building	173.49
US GAS	GAS CYLINDER RENTAL	AP030722	4257	Supplies - Other	102.00
WASTE MANAGEMENT SERVICES	ROLL OFF DISPOSAL	AP030722	4373	Street Sweeping	1,800.44
WESTERN IRRIGATION	IRRIGATION FOR CLOCK TOWER	AP030722	4223	Maintenance - Building	200.00
				Total Public Works, Streets	27,322.08

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
GOLD SHIELD DETECTIVE AGENCY	BACKGROUND CHECK- CANDIDATE C MITCHELL	AP030722	4205	Boards and Commissions	765.16
I.R.M.A.	DEDUCTIBLE CLAIMS- DEC 2021	AP030722	4219	Liability Insurance	1,652.90
IL STATE POLICE	LATE FEE FOR PLATE REGISTRATION	AP030722	4229	Maintenance - Vehicles	20.00
IL STATE POLICE	REGISTRATION RENEWAL- D15	AP030722	4229	Maintenance - Vehicles	151.00
INSTITUTE FOR THE PREVENTION	SPIT RESTRAINT CLASS- RUNDELL & OBRIEN	AP030722	4263	Training and Education	290.00
NORTHEAST MULTIREGIONAL TRNG	DOLLINS- JOHN REID CLASS	AP030722	4263	Training and Education	125.00
NORTHEAST MULTIREGIONAL TRNG	DOLLINS- JOHN REID CLASS	AP030722-2	4263	Training and Education	400.00
ODELSON,STERK,MURPHY,FRAZIER & RAY O'HERRON CO. INC.	LEGAL FEES- JAN 2022	AP030722	4219	Liability Insurance	385.00
	BADGES (2)- KOSIENIAK AND RETIRED SGT GREENABERG	AP030722	4269	Uniforms	406.78
WILLOWBROOK FORD, INC.	REPAIR PARTS FOR D16	AP030722	4229	Maintenance - Vehicles	62.49
WILLOWBROOK FORD, INC.	REPAIRS FOR D34 (2015 FORD TAURUS)	AP030722	4229	Maintenance - Vehicles	4,711.32
				Total Police Department	8,969.65
				Total General Fund	70,846.72

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	HAULING- 2-15-22	AP030722	4231	Maintenance - Water System	984.00
ALEXANDER CHEMICAL CORPORATION	CHLORINE	AP030722	4255	Supplies - Operation	332.40
ALLIED GARAGE DOOR INC.	REPAIR TO PW SALT SHED	AP030722	4223	Maintenance - Building	596.42
CENTRAL SOD FARMS	SOD FOR RESTORATION	AP030722	4231	Maintenance - Water System	322.00
CINTAS #769	MATT RENTAL- PUBLIC WORKS	AP030722	4223	Maintenance - Building	12.50
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PUBLIC WORKS	AP030722	4219	Liability Insurance	141.06
COM ED	COM ED 3118112014 2103 75TH ST PUMP	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	964.68
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	24.23
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD RD, DARIEN	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,823.60
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT RD	AP030722-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	107.03
CONSTELLATION NEW ENERGY, INC.	0 LAKEVIEW & OAKLEY	AP030722-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	22.76
CONSTELLATION NEW ENERGY, INC.	67TH RIDGE	AP030722-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	94.34
CORE & MAIN	WATER MAIN CLAMPS	AP030722	4231	Maintenance - Water System	546.00
CORE & MAIN	WATER MAIN CLAMPS	AP030722	4231	Maintenance - Water System	148.00
CORE & MAIN	WATER MAIN CLAMPS	AP030722	4231	Maintenance - Water System	148.00
CORE & MAIN	WATER MAIN CLAMPS	AP030722	4231	Maintenance - Water System	184.42
CORE & MAIN	HYMAX COUPLING	AP030722	4231	Maintenance - Water System	928.00
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICE- FEB 2022	AP030722	4223	Maintenance - Building	490.00
HACH COMPANY	REAGENT SET (7)	AP030722	4241	Quality Control	627.93
HACH COMPANY	SPADNS FLUORIDE ACCUVAC (6 X 25)	AP030722	4241	Quality Control	332.64
K-FIVE HODKINS LL	HIGH PERF COLD PATCH	AP030722	4231	Maintenance - Water System	2,320.00
NICOR GAS	NICOR 12344110007 1897 MANNING	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	185.35
NICOR GAS	NICOR 2364411000 8600 LEMONT RD	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	433.22
NICOR GAS	NICOR 21710264942 1220 PLAINFIELD RD	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	175.38

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	NICOR 05002110004 1930 MANNING RD	AP030722	4271	Utilities (Elec,Gas,Wtr,Sewer)	425.59
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	AP030722	4219	Liability Insurance	108.00
RAGS ELECTRIC	PRIVATE STREET LIGHT REPAIR- LAKEVIEW /BAILEY	AP030722	4231	Maintenance - Water System	1,498.32
RED WING SHOES	BOOTS- KEITH SCHUSTER	AP030722	4219	Liability Insurance	301.74
RED WING SHOES	BOOTS - ERIK CARLSON	AP030722	4219	Liability Insurance	250.00
RED WING SHOES	BOOTS - ERIK CARLSON	AP030722	4269	Uniforms	51.74
SNAP ON INDUSTRIAL	B-BOX OPENER	AP030722	4231	Maintenance - Water System	128.30
UNDERGROUND PIPE & VALVE CO.	EMERGENCY REPAIR CLAMP	AP030722	4231	Maintenance - Water System	310.00
VULCAN CONSTRUCTION MATERIALS	STONE	AP030722	4231	Maintenance - Water System	3,026.15
WATER PRODUCTS - AURORA	EMERGENCY REPAIR CLAMP	AP030722	4231	Maintenance - Water System	542.61
XBE CHICAGO	YARD CLEAN UP	AP030722	4231	Maintenance - Water System	2,250.00
				Total Public Works, Water	21,836.41
				Total Water Fund	21,836.41



**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
COMPASS MINERALS AMERICA	ROAD SALT	AP030722	4249	Salt	26,738.01
				Total MFT Expenses	26,738.01
				Total Motor Fuel Tax	26,738.01

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
EJ EQUIPMENT, INC.	VACTOR TRUCK	AP030722	4390	Capital Improv-Infrastructure	12,000.00
EJ EQUIPMENT, INC.	VACTOR TRUCK	AP030722	4390	Capital Improv-Infrastructure	12,000.00
				Total Depreciation Expenses	24,000.00
				Total Water Depreciation Fund	24,000.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**FESA - Justice - 1**  
**Drug Forfeiture Expenditures**  
**From 2/22/2022 Through 3/7/2022**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CURRENT TECHNOLOGIES CORP	3 YEAR WARRANTY RENEWAL-(VIDEO SURVEILLANCE SERVERS)	AP030722	4213	Dues and Subscriptions	3,687.84
				Total Drug Forfeiture Expenditures	3,687.84
				Total FESA - Justice - 1	3,687.84
Report Total					147,108.98

## **AGENDA MEMO**

### **City Council**

**March 7, 2022**

#### **ISSUE STATEMENT**

1. An [ordinance](#) abating property tax heretofore levied by ordinance no. O-28-12 in the amount of \$304,025
2. An [ordinance](#) abating property tax heretofore levied by ordinance no. O-11-18 in the amount of \$386,300

#### **BACKGROUND HISTORY**

The proposed FYE 23 budget includes abating property taxes in the sums of \$304,025 and \$386,300 levied during the calendar year 2021, collectable in calendar 2022. These abatements pertain to the issuance of bonds to finance the water system public improvements. The bond principal and interest will be paid from the water revenues as discussed during the FYE 23 budget meeting.

#### **STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the abatement ordinances.

#### **ALTERNATE CONSIDERATION**

Not approving the ordinance would be an alternate consideration.

#### **DECISION MODE**

This will be on the March 7, 2022, City Council agenda for formal approval.

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

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. O-28-12**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS 7th DAY OF MARCH, 2022**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of March, 2022.**

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. O-28-12**

**WHEREAS**, heretofore the Mayor and City Council of the City of Darien adopted Ordinance No. O-28-12, "AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$2,810,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012, OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS, AND FURTHER PROVIDING FOR THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH SUCH ISSUANCE"; and

**WHEREAS**, said Ordinance authorized the issuance of refunding bonds to finance the construction of a water tower and related public improvements; and

**WHEREAS**, pursuant to said Ordinance the amount of \$304,025 was levied for the year 2021, collectable in 2022; and

**WHEREAS**, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2021 collectable in 2022 may be abated;

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

**Section 1:     Abatement.**     That the sum of \$304,025 heretofore levied for the year 2021, collectable in 2022, pursuant to Ordinance No. O-28-12 shall be, and hereby is, **ABATED**.

**Section 2:     Direction.**     The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

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

**Section 3:**     **Certified Copy.** The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the DuPage County Clerk.

**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 7th day of March, 2022.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7th day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. O-11-18**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS 7<sup>th</sup> DAY OF MARCH, 2022**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of March, 2022.**



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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. O-11-18**

**WHEREAS**, heretofore the Mayor and City Council of the City of Darien adopted Ordinance NO. O-11-18 “AN ORDINANCE OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2018, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS”; and

**WHEREAS**, said Ordinance authorized the issuance of bonds to finance the costs to construct, renovate, equip, rehabilitate and improve infrastructure within the City, including but not limited to infrastructure projects relating to the City’s water system, and to pay the costs of issuing the Bonds; and

**WHEREAS**, pursuant to said Ordinance the amount of \$386,300 was levied for the year 2021, collectable in 2022; and

**WHEREAS**, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2021 collectable in 2022 may be abated;

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

**Section 1:     Abatement.**     That the sum of \$386,300 heretofore levied for the year 2021, collectable in 2022, pursuant to Ordinance NO. O-11-18 shall be, and hereby is, **ABATED**.

**Section 2:     Direction.**     The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

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

**Section 3:**     **Certified Copy.** The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the DuPage County Clerk.

**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 7th day of March, 2022.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7th day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**CITY COUNCIL**  
**March 7, 2022**

**ISSUE STATEMENT**

A Resolution to approve the 2022 City of Darien Zoning Map for publication.

**RESOLUTION**

**DISCUSSION**

Every year the City updates the Zoning Map to show all the properties approved during the previous calendar year. [Attachment A](#) is a listing of the four (4) approvals in 2021, including one (1) Special Use and Variations case, one (1) Major Amendment/Preliminary PUD approval, one (1) Final PUD approval, and one (1) Minor PUD Amendment. In addition to these approvals, two (2) other updates/corrections are listed in the attachment.

Our practice has been to show on the attached Zoning Map the ordinance or resolution number corresponding to the map key number for each approval. State Statute requires that zoning maps be published every year. Approved maps are posted in City Hall and on the City website. Paper copies are made available for sale.

**MSC**

The Municipal Services Committee voted 3-0 on February 28, 2022 to recommend approval of the resolution to approve the 2022 City of Darien Zoning Map.

**DECISION MODE**

This item will be placed on the March 7, 2022 City Council agenda for formal consideration.

**ZONING MAP CHANGES - CALENDAR YEAR 2021**

NAME	TYPE OF APPROVAL	ADDRESS/LOCATION	ORDINANCE NO.	MAP KEY	NOTES
BUONA BEEF RESTAURANT	SPECIAL USE & VARIATIONS	7409/7417 CASS AVENUE	O-07-21	153	--
DARIEN HEIGHTS (SOKOL COURT)	MAJOR PUD AMENDMENT & PRELIMINARY PUD APPROVAL	2305 SOKOL COURT & 2345 S FRONTAGE ROAD	O-08-21	108	--
SOCIETY OF MOUNT CARMEL - SOCIETY OF THE LITTLE FLOWER - NATIONAL SHRINE TO ST. THERESE	MINOR PUD AMENDMENT	8511 BAILEY ROAD	O-12-21	13	--
DARIEN HEIGHTS (SOKOL COURT)	FINAL PUD APPROVAL	2305 SOKOL COURT & 2345 S FRONTAGE ROAD	O-13-21	108	--
<b>OTHER UPDATES/CORRECTIONS</b>					
ARNIKA, LP	REZONE: (R-2) TO (B-2)	1224 PLAINFIELD ROAD	0-10-11	26	ZONING MAP SHOULD DEPICT PIN NO. 0928402019 AND SHOW IT COLOR-CODED AS (B-2). CURRENTLY, THE MAP IDENTIFIES THE REZONE AND HAS A LABEL FOR (B-2), BUT THE COLOR SHADE SHOWS (R-2).
NICOR PARCEL/EASEMENT (WEST OF SAWMILL ROAD) RUNNING SOUTH FROM PLAINFIELD ROAD/MANNING ROAD INTERSECTION SHOULD BE DENOTED AS UNINCORPORATED DUPAGE COUNTY ON ZONING MAP (REFERENCE PIN NO. 0933107029).					--



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

**A RESOLUTION APPROVING THE  
2022 CITY OF DARIEN ZONING MAP**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map no later than March 31<sup>st</sup> of each year; and

**WHEREAS**, the zoning map attached hereto as “[Exhibit A](#)” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

**WHEREAS**, the Corporate Authorities find the zoning map, attached hereto as Exhibit “A,” correctly reflects zoning actions approved by the Corporate Authorities within the last calendar year.

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

**SECTION 1:** That the City hereby approves the zoning map, attached 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, DUPAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,  
ILLINOIS, this 7<sup>th</sup> of March, 2022**

**ATTEST:**






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

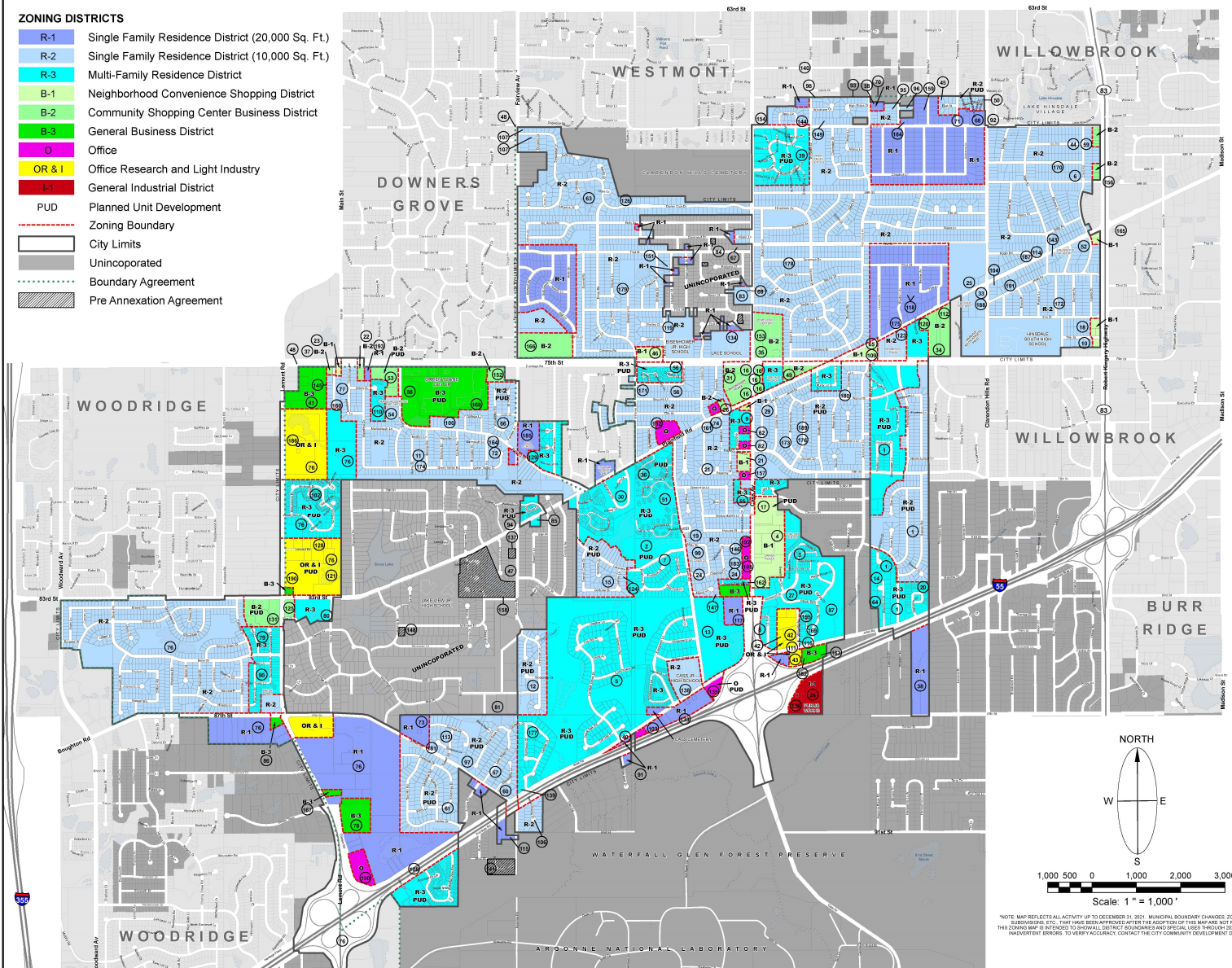
\_\_\_\_\_  
**JOANNE E. RAGONA, CITY CLERK**

**APPROVED AS TO FORM:**

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

### ZONING DISTRICTS

R-1	Single Family Residence District (20,000 Sq. Ft.)
R-2	Single Family Residence District (10,000 Sq. Ft.)
R-3	Multi-Family Residence District
B-1	Neighborhood Convenience Shopping District
B-2	Community Shopping Center Business District
B-3	General Business District
O	Office
OR & I	Office Research and Light Industry
I-1	General Industrial District
PUD	Planned Unit Development
	Zoning Boundary
	City Limits
	Unincorporated
	Boundary Agreement
	Pre Annexation Agreement

[illegible]

- [illegible]

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



**AGENDA MEMO****City Council****March 7, 2022****ISSUE STATEMENT**

Preliminary approval of a motion authorizing the following Roadside Ditch Maintenance Projects:

	<b>Vian Construction</b>	<b>Proposed Project</b>
<b>BASE BID</b>	<b><u>Cost</u></b>	<b><u>Cost</u></b>
1. Bentley Ave. – 72 <sup>rd</sup> St. to 73 <sup>rd</sup> St. to Tennessee Ave.	\$160,000	\$ 481,800
2. Andrus Rd. – Frontage Rd. to limit	\$ 31,270	\$ 153,713
3. Eleanor Pl. – 74 <sup>th</sup> St. to Route 83	\$145,900	\$ 452,542
Base Bid Total	\$337,170	\$1,088,055

And the following Alternate:

***Alternate-Pending Budget Discussions***

<i>A1.Crest Rd. – Holly Ave. – 67<sup>th</sup> St.</i>	\$147,500	\$ 592,753
<b>Total Base and Alternate Cost</b>	<b>\$484,670</b>	<b>\$1,680,808</b>

AND

Preliminary approval of a [resolution](#) authorizing the Mayor and City Clerk to execute a contract for the 2022 Roadside Ditch Maintenance – Regrading Program between the City of Darien and Vian Construction Company, Inc., for the layout and replacement of storm sewer pipes and structures and grading in an amount not to exceed \$484,670, (includes approximately a 11% contingency of the bid price of \$436,410.00).

**BACKGROUND**

	<b>Vian Construction</b>	<b>Proposed Project</b>
<b>BASE BID</b>	<b><u>Cost</u></b>	<b><u>Cost</u></b>
1. Bentley Ave. – 72 <sup>rd</sup> St. to 73 <sup>rd</sup> St. to Tennessee Ave.	\$160,000	\$ 481,800
2. Andrus Rd. – Frontage Rd. to limit	\$ 31,270	\$ 153,713
3. Eleanor Pl. – 74 <sup>th</sup> St. to Route 83	\$145,900	\$ 452,542
Base Bid Total	\$337,170	\$1,088,055

And the following Alternate:

***Alternate-Pending Budget Discussions***

<i>A1.Crest Rd. – Holly Ave. – 67<sup>th</sup> St.</i>	\$147,500	\$ 592,753
<b>Total Base and Alternate Costs</b>	<b>\$484,670</b>	<b>\$1,680,808</b>

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. Below is a narrative of the projects:

**Bentley Ave – 72<sup>nd</sup> St to 73<sup>rd</sup> St to Tennessee Ave** is related to the existing conditions on Bentley Avenue 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.

**Andrus Road - Frontage Road to limit** is related to the deficient storm water ditch conveyance 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 1200 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 to 74<sup>th</sup> Street to Route 83** is related to 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 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.

**Crest Rd – Holly Ave to 67<sup>th</sup> St** is related to the deficient storm water ditch conveyance on Crest Road. Existing conditions on Crest Road within the eastern and western right of way ditches do not allow for the conveyance of storm water to flow from Plainfield Road to Janet Avenue. Field conditions identify that many of the ditches hold water for an extended period of time due to deteriorated culvert pipes and ditch grades that do not allow for the conveyance of storm water. The ditches were constructed in 1950, and have had spot maintenance completed since they were built.

Staff received four (4) sealed bid on. January 27, 2022. See [Attachment A](#). The bid tabulation includes three (3) base bids and one (1) alternative. The lowest bid was Vian 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 2022 Neighborhood Drainage Program.

The proposed contract with Vian 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

The proposed expenditure would be spent from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 PROPOSED BUDGET	PROPOSED EXPENDITURE
25-35-4376	STORM WATER DITCH PROJECTS	\$1,831,200	\$1,680,808

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the proposed contract with Vian Construction Company, Inc., for the Base Bid Projects. All proposed projects are pending Budget approval. Staff also recommends the alternate should funding be available: Crest Road. References for Vian Construction have been verified.

**ALTERNATE CONSIDERATION**

As directed by the City Council

**DECISION MODE**

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

Preliminary Approval-Pending Budget

City of Darien bid opening  
City Hall conference room  
1/27/22 9:30 a.m.

**City of Darien**

**2022 Ditch Program Bid Results**

	<b>Suburban General Construction</b>	<b>Misfits Construction Company</b>	<b>Bisping Construction Company, Inc.</b>	<b>Vian Construction Company, Inc.</b>
<b>Base Bid</b>				
<i>Bentley Ave</i>	\$ 269,875.00	\$ 165,600.00	\$ 202,900.00	\$ 137,850.00
<i>Andrus Rd</i>	\$ 88,790.00	\$ 71,400.00	\$ 69,933.00	\$ 32,060.00
<i>Eleanor Pl</i>	\$ 238,400.00	\$ 144,600.00	\$ 166,558.00	\$ 128,500.00
<b>Total Base Bid</b>	\$ 597,065.00	\$ 381,600.00	\$ 439,391.00	\$ 298,410.00
<b>Alternates Bid</b>				
<i>Crest Rd</i>	\$ 314,100.00	\$ 196,300.00	\$ 234,730.00	\$ 138,000.00
<b>Total Alternates Bid</b>	\$ 314,100.00	\$ 196,300.00	\$ 234,730.00	\$ 138,000.00
<b>Total Bid</b>	\$ 911,165.00	\$ 577,900.00	\$ 674,121.00	\$ 436,410.00

math error  
as read  
\$674,131.00

math error  
as read  
\$435,510.00



JOB LOCATION	Bentley Avenue 73rd Street to Tennessee Ave						
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
12-INCH PIPE SDR26	500	LINEAL FT	\$ 32.15	\$ 16,075.00	-	\$ -	
16-INCH PIPE SDR26	0	LINEAL FT	\$ 61.20	\$ -	-	\$ -	
CMP							
12-INCH CULVERT METAL PIPE	1000	LINEAL FT	\$ 19.90	\$ 19,900.00	-	\$ -	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 26.20	\$ -	-	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 33.25	\$ -	-	\$ -	
24-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 43.20	\$ -	-	\$ -	
42-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 95.85	\$ -	-	\$ -	
12-INCH BAND CMP	0	EACH	\$ 42.00	\$ -	-	\$ -	
15-INCH BAND CMP	0	EACH	\$ 48.00	\$ -	-	\$ -	
18-INCH BAND CMP	0	EACH	\$ 59.00	\$ -	-	\$ -	
24-INCH BAND CMP	0	EACH	\$ 75.00	\$ -	-	\$ -	
42-INCH BAND CMP	0	EACH	\$ 168.00	\$ -	-	\$ -	
12-INCH FES	0	EACH	\$ 103.00	\$ -	-	\$ -	
15-INCH FES	0	EACH	\$ 142.00	\$ -	-	\$ -	
18-INCH FES	0	EACH	\$ 192.00	\$ -	-	\$ -	
HDPE							
4-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 2.01	\$ -	-	\$ -	
6-INCH HDPE PIPE WITH SOCK N12	600	LINEAL FT	\$ 5.08	\$ 3,048.00	-	\$ -	
12-INCH HDPE PIPE WITH SOCK N12	1000	LINEAL FT	\$ 9.49	\$ 9,490.00	-	\$ -	
12-INCH HDPE	1000	LINEAL FT	\$ 8.65	\$ 8,650.00	-	\$ -	
15-INCH HDPE	1200	LINEAL FT	\$ 12.03	\$ 14,436.00			
18-INCH HDPE	0	LINEAL FT	\$ 16.54	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 28.61	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 50.81	\$ -	-	\$ -	
12-INCH BAND HDPE	0	EACH	\$ 15.00	\$ -	-	\$ -	
15-INCH BAND HDPE	0	EACH	\$ 25.00	\$ -	-	\$ -	
24-INCH BAND HDPE	0	EACH	\$ 60.00	\$ -	-	\$ -	
12-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -	
15-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -	
GARDEN INLETS							
12x12 GARDEN INLETS 2 HOLES		EACH	\$ 32.00	\$ -		\$ -	
12x12 GARDEN INLETS 2 HOLES	0	EACH	\$ 50.00	\$ -		\$ -	
CONNECTORS 4-INCH	0	EACH	\$ 3.50	\$ -		\$ -	
CONNECTORS 6-INCH	0	EACH	\$ 7.50	\$ -		\$ -	
GARDEN INLET AVERAGE COST	75		\$ 93.00	\$ 6,975.00			
IRON STRUCTURES							
BEEHIVE GRATE EAST JORDAN 6527	30	EACH	\$ 183.37	\$ 5,501.10	-	\$ -	
EJ 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE	0	EACH	\$ 429.00	\$ -	-	\$ -	
CONCRETE STRUCTURES							
2 X 18 INLET	0	EACH	\$ 105.00	\$ -	-	\$ -	
2 X 24 INLET	30	EACH	\$ 105.00	\$ 3,150.00	-	\$ -	
2 X 30 INLET	10	EACH	\$ 125.00	\$ 1,250.00	-	\$ -	
2 X 36 INLET	0	EACH	\$ 150.00	\$ -	-	\$ -	
RINGS	100	EACH	\$ 23.00	\$ 2,300.00	-	\$ -	
CONCRETE FLATWORK							
CURB AND GUTTER	0	LINEAL FT	\$ 23.00	\$ -	-		
SIDEWALK		SQ FT	\$ 6.60	\$ -	-		
APRONS				\$ -			
APRONS	5,000	SQ FT	\$ 6.90	\$ 34,500.00	-	\$ -	
TOTAL LENGTH (FT)=	250				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (SY)=	5000				-	\$ -	
SEALER	5000	SQ FT	\$ 4.50	\$ 1,350.00			
ASPHALT							
BITUMINOUS APRON/STREET CROSSING-SURFACE	667	SQ YD	\$ 47.00	\$ 31,349.00	-	\$ -	
TOTAL LENGTH (FT)=	300				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (SY)=	667				-	\$ -	
TOP SOIL-MATERIAL	521	CUBIC YARD	\$ 16.00	\$ 8,336.00	-	\$ -	
TOTAL LENGTH (FT)=	2200				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	521				-	\$ -	
TOP SOIL-INSTALLED	521	CUBIC YARD	\$ 35.00	\$ 18,235.00	-	\$ -	
TOTAL LENGTH (FT)=	2200				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	521				-	\$ -	
SOD-INSTALLED	4889	SQUARE YARD	\$ 9.50	\$ 46,445.50	-	\$ -	
TOTAL LENGTH (FT)=	2200		\$ -		-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (SF)=	44000				-	\$ -	
STONE GRADE 8-CA-6	229.77	TON	\$ 15.50	\$ 3,561.44	-	\$ -	
TOTAL LENGTH (FT)=	1000				-	\$ -	
WIDTH (FT)=	2				-	\$ -	
AREA (SY)=	222				-	\$ -	
STONE GRADE CA-7	478.975	TON	\$ 20.65	\$ 9,890.83	-	\$ -	
TOTAL LENGTH (FT)=	2500				-	\$ -	
WIDTH (FT)=	3				-	\$ -	
AREA (SY)=	833				-	\$ -	
ANALYTICAL TESTING	1	LUMP SUM	\$ 20.00	\$ 20.00			
DUMP FEES	278	PER SITE	\$ 82.00	\$ 22,796.00	-	\$ -	
TOTAL LENGTH (FT)=	2500		\$ -		-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	2778				-	\$ -	
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 200.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0		\$ -		-	\$ -	
WIDTH (FT)=	0				-	\$ -	
AREA (CY)=	0				-	\$ -	
TRUCKING	278	PER LOAD	\$ 100.00	\$ 27,800.00	-	\$ -	
TREE REMOVAL	0.75	LUMP SUM	\$ 7,500.00	\$ 5,625.00	-	\$ -	
TRAFFIC CONTROL	0	LUMP SUM	\$ 20,000.00	\$ -			
SUB-TOTAL COST				\$ 284,608.87	-	\$ -	
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG	\$ 14,230.44	EACH	5% of Subtotal	\$ 14,230.44	-	\$ -	
SUB-TOTAL COST				\$ 298,839.31		\$ -	
						\$ -	
EXCAVATION-GRADING	80.00	PER HR	\$ 400.00	\$ 32,000.00	-	\$ -	
REMOVAL			BID RESULTS				
4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 25.00	\$ -	-	\$ -	
6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	100.00	LINEAL FOOT	\$ 25.00	\$ 2,500.00	-	\$ -	
12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	400.00	LINEAL FOOT	\$ 25.00	\$ 10,000.00	-	\$ -	
STRUCTURE REMOVAL	5.00	EACH	\$ 200.00	\$ 1,000.00	-	\$ -	
4-INCH CORRUGATED PIPE-INSTALLATION	350.00	LINEAL FOOT	\$ 20.00	\$ 7,000.00	-	\$ -	
6-INCH CORRUGATED PIPE-INSTALLATION	400.00	LINEAL FOOT	\$ 20.00	\$ 8,000.00	-	\$ -	
12-INCH PIPE-INSTALLATION	2,000.00	LINEAL FOOT	\$ 35.00	\$ 70,000.00	-	\$ -	
CONTRACT STRUCTURE INSTALL	50.00	EACH	\$ 400.00	\$ 20,000.00	-	\$ -	
INSTALL 12X12 INLET BOXES	50.00	EACH	\$ 70.00	\$ 3,500.00	-	\$ -	
FLARED END SECTIONS	-	EACH	\$ 10.00	\$ -	-	\$ -	
LAYOUT	12.00	HOURLY	\$ 500.00	\$ 6,000.00			
OUTSOURCE COST				\$ 160,000.00			
SUB TOTAL COST				\$ 458,839.31	-	\$ -	
CONTINGENCY	5%	LUMP SUM	5.00%	\$ 22,941.97	-	\$ -	
TOTAL COST				\$ 481,781.28		\$ -	
ESCALATOR	0%			\$ -			

JOB LOCATION	Andrus Rd - Frontage Rd to limit						
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
12-INCH PIPE SDR26	500	LINEAL FT	\$ 32.15	\$ 16,075.00	-	\$ -	
16-INCH PIPE SDR26	0	LINEAL FT	\$ 61.20	\$ -	-	\$ -	
CMP							
12-INCH CULVERT METAL PIPE	1000	LINEAL FT	\$ 19.90	\$ 19,900.00	-	\$ -	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 26.20	\$ -	-	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 33.25	\$ -	-	\$ -	
24-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 43.20	\$ -	-	\$ -	
42-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 95.85	\$ -	-	\$ -	
12-INCH BAND CMP	0	EACH	\$ 42.00	\$ -	-	\$ -	
15-INCH BAND CMP	0	EACH	\$ 48.00	\$ -	-	\$ -	
18-INCH BAND CMP	0	EACH	\$ 59.00	\$ -	-	\$ -	
24-INCH BAND CMP	0	EACH	\$ 75.00	\$ -	-	\$ -	
42-INCH BAND CMP	0	EACH	\$ 168.00	\$ -	-	\$ -	
12-INCH FES	0	EACH	\$ 103.00	\$ -	-	\$ -	
15-INCH FES	0	EACH	\$ 142.00	\$ -	-	\$ -	
18-INCH FES	0	EACH	\$ 192.00	\$ -	-	\$ -	
HDPE							
4-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 2.01	\$ -	-	\$ -	
6-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 5.08	\$ -	-	\$ -	
12-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 9.49	\$ -	-	\$ -	
12-INCH HDPE	0	LINEAL FT	\$ 8.65	\$ -	-	\$ -	
15-INCH HDPE	1000	LINEAL FT	\$ 12.03	\$ 12,030.00			
18-INCH HDPE	0	LINEAL FT	\$ 16.54	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 28.61	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 50.81	\$ -	-	\$ -	
12-INCH BAND HDPE	0	EACH	\$ 15.00	\$ -	-	\$ -	
15-INCH BAND HDPE	0	EACH	\$ 25.00	\$ -	-	\$ -	
24-INCH BAND HDPE	0	EACH	\$ 60.00	\$ -	-	\$ -	
12-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -	
15-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -	
GARDEN INLETS							
12x12 GARDEN INLETS 2 HOLES		EACH	\$ 32.00			\$	
12x12 GARDEN INLETS 2 HOLES	0	EACH	\$ 50.00			\$	
CONNECTORS 4-INCH	0	EACH	\$ 3.50			\$	
CONNECTORS 6-INCH	0	EACH	\$ 7.50			\$	
GARDEN INLET AVERAGE COST	5		\$ 93.00	\$ 465.00			
IRON STRUCTURES							
BEEHIVE GRATE EAST JORDAN 6527	5	EACH	\$ 183.37	\$ 916.85	-	\$ -	
EJ 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE	0	EACH	\$ 429.00	\$ -	-	\$ -	
CONCRETE STRUCTURES							
2 X 18 INLET	0	EACH	\$ 105.00	\$ -	-	\$ -	
2 X 24 INLET	0	EACH	\$ 105.00	\$ -	-	\$ -	
2 X 30 INLET	5	EACH	\$ 125.00	\$ 625.00	-	\$ -	
2 X 36 INLET	0	EACH	\$ 150.00	\$ -	-	\$ -	
RINGS	10	EACH	\$ 23.00	\$ 230.00	-	\$ -	
CONCRETE FLATWORK							
CURB AND GUTTER	0	LINEAL FT	\$ 23.00	\$ -	-		
SIDEWALK		SQ FT	\$ 6.60	\$ -	-		
APRONS				\$ -			
APRONS	0	SQ FT	\$ 6.90	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0				-	\$ -	
WIDTH (FT)=	0				-	\$ -	
AREA (SY)=	0				-	\$ -	
SEALER	0	SQ FT	\$ 4.50	\$ 225.00			
ASPHALT							
BITUMINOUS APRON/STREET CROSSING-SURFACE	56	SQ YD	\$ 47.00	\$ 2,632.00	-	\$ -	
TOTAL LENGTH (FT)=	50				-	\$ -	
WIDTH (FT)=	10				-	\$ -	
AREA (SY)=	56				-	\$ -	
TOP SOIL-MATERIAL	237	CUBIC YARD	\$ 16.00	\$ 3,792.00	-	\$ -	
TOTAL LENGTH (FT)=	1000				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	237				-	\$ -	
TOP SOIL-INSTALLED	237	CUBIC YARD	\$ 35.00	\$ 8,295.00	-	\$ -	
TOTAL LENGTH (FT)=	1000				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	237				-	\$ -	
SOD-INSTALLED	2222	SQUARE YARD	\$ 9.50	\$ 21,109.00	-	\$ -	
TOTAL LENGTH (FT)=	1000		\$ -		-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (SF)=	20000				-	\$ -	
STONE GRADE 8-CA-6	114.885	TON	\$ 15.50	\$ 1,780.72	-	\$ -	
TOTAL LENGTH (FT)=	500				-	\$ -	
WIDTH (FT)=	2				-	\$ -	
AREA (SY)=	111				-	\$ -	
STONE GRADE CA-7	127.65	TON	\$ 20.65	\$ 2,635.97	-	\$ -	
TOTAL LENGTH (FT)=	1000				-	\$ -	
WIDTH (FT)=	2				-	\$ -	
AREA (SY)=	222				-	\$ -	
ANALYTICAL TESTING	1	LUMP SUM	\$ 20.00	\$ 20.00			
DUMP FEES	111	PER SITE	\$ 82.00	\$ 9,102.00	-	\$ -	
TOTAL LENGTH (FT)=	1000		\$ -		-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	1111				-	\$ -	
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 200.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0		\$		-	\$ -	
WIDTH (FT)=	0				-	\$ -	
AREA (CY)=	0				-	\$ -	
TRUCKING	111	PER LOAD	\$ 100.00	\$ 11,100.00	-	\$ -	
TREE REMOVAL	0.50	LUMP SUM	\$ 7,500.00	\$ 3,750.00	-	\$ -	
TRAFFIC CONTROL	0	LUMP SUM	\$ 20,000.00	\$ -			
SUB-TOTAL COST				\$ 98,608.54	-	\$ -	
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG	\$ 9,860.85	EACH	10% of Subtotal	\$ 9,860.85	-	\$ -	
SUB-TOTAL COST				\$ 108,469.39		\$	
						\$ -	
EXCAVATION-GRADING	24.00	PER HR	\$ 400.00	\$ 9,600.00	-	\$ -	
REMOVAL							
4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 14.00	\$ -	-	\$ -	
6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	100.00	LINEAL FOOT	\$ 5.00	\$ 500.00	-	\$ -	
12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	400.00	LINEAL FOOT	\$ 5.00	\$ 2,000.00	-	\$ -	
STRUCTURE REMOVAL	2.00	EACH	\$ 10.00	\$ 20.00	-	\$ -	
4-INCH CORRUGATED PIPE-INSTALLATION	-	LINEAL FOOT	\$ 10.00	\$ -	-	\$ -	
6-INCH CORRUGATED PIPE-INSTALLATION	100.00	LINEAL FOOT	\$ 10.00	\$ 1,000.00	-	\$ -	
12-INCH PIPE-INSTALLATION	650.00	LINEAL FOOT	\$ 20.00	\$ 13,000.00	-	\$ -	
CONTRACT STRUCTURE INSTALL	5.00	EACH	\$ 200.00	\$ 1,000.00	-	\$ -	
INSTALL 12X12 INLET BOXES	5.00	EACH	\$ 30.00	\$ 150.00	-	\$ -	
FLARED END SECTIONS	-	EACH	\$ 100.00	\$ -	-	\$ -	
LAYOUT	8.00	HOURLY	\$ 500.00	\$ 4,000.00			
OUTSOURCE COST				\$ 31,270.00			
SUB TOTAL COST				\$ 139,739.39		\$ -	
CONTINGENCY	10%	LUMP SUM	10.00%	\$ 13,973.94	-	\$ -	
TOTAL COST				\$ 153,713.33		\$ -	
ESCALATOR	0%			\$ -			

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 PIPE SDR26	500	LINEAL FT	\$ 32.15	\$ 16,075.00	-	\$ -	
16-INCH PIPE SDR26	0	LINEAL FT	\$ 61.20	\$ -	-	\$ -	
CMP							
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 19.90	\$ -	-	\$ -	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 26.20	\$ -	-	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 33.25	\$ -	-	\$ -	
24-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 43.20	\$ -	-	\$ -	
42-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 95.85	\$ -	-	\$ -	
12-INCH BAND CMP	0	EACH	\$ 42.00	\$ -	-	\$ -	
15-INCH BAND CMP	0	EACH	\$ 48.00	\$ -	-	\$ -	
18-INCH BAND CMP	0	EACH	\$ 59.00	\$ -	-	\$ -	
24-INCH BAND CMP	0	EACH	\$ 75.00	\$ -	-	\$ -	
42-INCH BAND CMP	0	EACH	\$ 168.00	\$ -	-	\$ -	
12-INCH FES	0	EACH	\$ 103.00	\$ -	-	\$ -	
15-INCH FES	0	EACH	\$ 142.00	\$ -	-	\$ -	
18-INCH FES	0	EACH	\$ 192.00	\$ -	-	\$ -	
HDPE							
4-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 2.01	\$ -	-	\$ -	
6-INCH HDPE PIPE WITH SOCK N12	250	LINEAL FT	\$ 5.08	\$ 1,270.00	-	\$ -	
12-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 9.49	\$ -	-	\$ -	
12-INCH HDPE	1000	LINEAL FT	\$ 8.65	\$ 8,650.00	-	\$ -	
15-INCH HDPE	1000	LINEAL FT	\$ 12.03	\$ 12,030.00			
18-INCH HDPE	0	LINEAL FT	\$ 16.54	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 28.61	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 50.81	\$ -	-	\$ -	
12-INCH BAND HDPE	0	EACH	\$ 15.00	\$ -	-	\$ -	
15-INCH BAND HDPE	0	EACH	\$ 25.00	\$ -	-	\$ -	
24-INCH BAND HDPE	0	EACH	\$ 60.00	\$ -	-	\$ -	
12-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -	
15-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -	
GARDEN INLETS							
12x12 GARDEN INLETS 2 HOLES		EACH	\$ 32.00	\$ -		\$ -	
12x12 GARDEN INLETS 2 HOLES	0	EACH	\$ 50.00	\$ -		\$ -	
CONNECTORS 4-INCH	0	EACH	\$ 3.50	\$ -		\$ -	
CONNECTORS 6-INCH	0	EACH	\$ 7.50	\$ -		\$ -	
GARDEN INLET AVERAGE COST	10		\$ 93.00	\$ 930.00			
IRON STRUCTURES							
BEEHIVE GRATE EAST JORDAN 6527	20	EACH	\$ 183.37	\$ 3,667.40	-	\$ -	
EJ 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE	0	EACH	\$ 429.00	\$ -	-	\$ -	
CONCRETE STRUCTURES							
2 X 18 INLET	0	EACH	\$ 105.00	\$ -	-	\$ -	
2 X 24 INLET	20	EACH	\$ 105.00	\$ 2,100.00	-	\$ -	
2 X 30 INLET	5	EACH	\$ 125.00	\$ 625.00	-	\$ -	
2 X 36 INLET	0	EACH	\$ 150.00	\$ -	-	\$ -	
RINGS	25	EACH	\$ 23.00	\$ 575.00	-	\$ -	
CONCRETE FLATWORK							
CURB AND GUTTER	0	LINEAL FT	\$ 23.00	\$ -	-		
SIDEWALK		SQ FT	\$ 6.60	\$ -	-		
APRONS				\$ -			
APRONS	2,000	SQ FT	\$ 6.90	\$ 13,800.00	-	\$ -	
TOTAL LENGTH (FT)=	100				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (SY)=	2000				-	\$ -	
SEALER	2000	SQ FT	\$ 4.50	\$ 1,125.00			
ASPHALT							
BITUMINOUS APRON/STREET CROSSING-SURFACE	556	SQ YD	\$ 47.00	\$ 26,132.00	-	\$ -	
TOTAL LENGTH (FT)=	250				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (SY)=	556				-	\$ -	
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	\$ 35.00	\$ 33,180.00	-	\$ -	
TOTAL LENGTH (FT)=	4000				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	948				-	\$ -	
SOD-INSTALLED	8889	SQUARE YARD	\$ 9.50	\$ 84,445.50	-	\$ -	
TOTAL LENGTH (FT)=	4000		\$ -		-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (SF)=	80000				-	\$ -	
STONE GRADE 8-CA-6	229.77	TON	\$ 15.50	\$ 3,561.44	-	\$ -	
TOTAL LENGTH (FT)=	1000				-	\$ -	
WIDTH (FT)=	2				-	\$ -	
AREA (SY)=	222				-	\$ -	
STONE GRADE CA-7	478.975	TON	\$ 20.65	\$ 9,890.83	-	\$ -	
TOTAL LENGTH (FT)=	2500				-	\$ -	
WIDTH (FT)=	3				-	\$ -	
AREA (SY)=	833				-	\$ -	
ANALYTICAL TESTING	1	LUMP SUM	\$ 20.00	\$ 20.00			
DUMP FEES	278	PER SITE	\$ 82.00	\$ 22,796.00	-	\$ -	
TOTAL LENGTH (FT)=	2500		\$ -		-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	2778				-	\$ -	
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 200.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0		\$ -		-	\$ -	
WIDTH (FT)=	0				-	\$ -	
AREA (CY)=	0				-	\$ -	
TRUCKING	278	PER LOAD	\$ 100.00	\$ 27,800.00	-	\$ -	
TREE REMOVAL	0.50	LUMP SUM	\$ 7,500.00	\$ 3,750.00	-	\$ -	
TRAFFIC CONTROL	0	LUMP SUM	\$ 20,000.00	\$ -			
SUB-TOTAL COST				\$ 271,516.17	-	\$ -	
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG	\$ 13,575.81	EACH	10% of Subtotal	\$ 13,575.81	-	\$ -	
SUB-TOTAL COST				\$ 285,091.98		\$ -	
						\$ -	
EXCAVATION-GRADING	80.00	PER HR	\$ 400.00	\$ 32,000.00	-	\$ -	
REMOVAL							
4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 20.00	\$ -	-	\$ -	
6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	200.00	LINEAL FOOT	\$ 20.00	\$ 4,000.00	-	\$ -	
12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	700.00	LINEAL FOOT	\$ 20.00	\$ 14,000.00	-	\$ -	
STRUCTURE REMOVAL	10.00	EACH	\$ 100.00	\$ 1,000.00	-	\$ -	
4-INCH CORRUGATED PIPE-INSTALLATION	-	LINEAL FOOT	\$ 10.00	\$ -	-	\$ -	
6-INCH CORRUGATED PIPE-INSTALLATION	150.00	LINEAL FOOT	\$ 10.00	\$ 1,500.00	-	\$ -	
12-INCH PIPE-INSTALLATION	1,800.00	LINEAL FOOT	\$ 43.00	\$ 77,400.00	-	\$ -	
CONTRACT STRUCTURE INSTALL	20.00	EACH	\$ 400.00	\$ 8,000.00	-	\$ -	
INSTALL 12X12 INLET BOXES	10.00	EACH	\$ 100.00	\$ 1,000.00	-	\$ -	
FLARED END SECTIONS	2.00	EACH	\$ 500.00	\$ 1,000.00	-	\$ -	
LAYOUT	12.00	HOURLY	\$ 500.00	\$ 6,000.00			
OUTSOURCE COST				\$ 145,900.00			
SUB TOTAL COST				\$ 430,991.98		\$ -	
CONTINGENCY	5%	LUMP SUM	5.00%	\$ 21,549.60	-	\$ -	
TOTAL COST				\$ 452,541.58		\$ -	
ESCALATOR	0%			\$ -			

JOB LOCATION		Crest Rd - Holly Ave to 67th St						
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR	
12-INCH PIPE SDR26	0	LINEAL FT	\$ 32.15	\$ -	-	\$ -		
16-INCH PIPE SDR26	0	LINEAL FT	\$ 61.20	\$ -	-	\$ -		
CMP								
12-INCH CULVERT METAL PIPE	2000	LINEAL FT	\$ 19.90	\$ 39,800.00	-	\$ -		
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 26.20	\$ -	-	\$ -		
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 33.25	\$ -	-	\$ -		
24-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 43.20	\$ -	-	\$ -		
42-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 95.85	\$ -	-	\$ -		
12-INCH BAND CMP	0	EACH	\$ 42.00	\$ -	-	\$ -		
15-INCH BAND CMP	0	EACH	\$ 48.00	\$ -	-	\$ -		
18-INCH BAND CMP	0	EACH	\$ 59.00	\$ -	-	\$ -		
24-INCH BAND CMP	0	EACH	\$ 75.00	\$ -	-	\$ -		
42-INCH BAND CMP	0	EACH	\$ 168.00	\$ -	-	\$ -		
12-INCH FES	0	EACH	\$ 103.00	\$ -	-	\$ -		
15-INCH FES	0	EACH	\$ 142.00	\$ -	-	\$ -		
18-INCH FES	0	EACH	\$ 192.00	\$ -	-	\$ -		
HDPE								
4-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 2.01	\$ -	-	\$ -		
6-INCH HDPE PIPE WITH SOCK N12	600	LINEAL FT	\$ 5.08	\$ 3,048.00	-	\$ -		
12-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 9.49	\$ -	-	\$ -		
12-INCH HDPE	2000	LINEAL FT	\$ 8.65	\$ 17,300.00	-	\$ -		
15-INCH HDPE	1000	LINEAL FT	\$ 12.03	\$ 12,030.00				
18-INCH HDPE	0	LINEAL FT	\$ 16.54	\$ -	-	\$ -		
24-INCH HDPE	0	LINEAL FT	\$ 28.61	\$ -	-	\$ -		
24-INCH HDPE	0	LINEAL FT	\$ 50.81	\$ -	-	\$ -		
12-INCH BAND HDPE	0	EACH	\$ 15.00	\$ -	-	\$ -		
15-INCH BAND HDPE	0	EACH	\$ 25.00	\$ -	-	\$ -		
24-INCH BAND HDPE	0	EACH	\$ 60.00	\$ -	-	\$ -		
12-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -		
15-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -		
GARDEN INLETS								
12x12 GARDEN INLETS 2 HOLES	0	EACH	\$ 32.00	\$		\$		
12x12 GARDEN INLETS 2 HOLES	0	EACH	\$ 50.00	\$		\$		
CONNECTORS 4-INCH	0	EACH	\$ 3.50	\$		\$		
CONNECTORS 6-INCH	0	EACH	\$ 7.50	\$		\$		
GARDEN INLET AVERAGE COST	150		\$ 93.00	\$ 13,950.00				
IRON STRUCTURES								
BEEHIVE GRATE EAST JORDAN 6527	55	EACH	\$ 183.37	\$ 10,085.35	-	\$ -		
EJ 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE	0	EACH	\$ 429.00	\$ -	-	\$ -		
CONCRETE STRUCTURES								
2 X 18 INLET	0	EACH	\$ 105.00	\$ -	-	\$ -		
2 X 24 INLET	25	EACH	\$ 105.00	\$ 2,625.00	-	\$ -		
2 X 30 INLET	25	EACH	\$ 125.00	\$ 3,125.00	-	\$ -		
2 X 36 INLET	0	EACH	\$ 150.00	\$ -	-	\$ -		
RINGS	100	EACH	\$ 23.00	\$ 2,300.00	-	\$ -		
CONCRETE FLATWORK								
CURB AND GUTTER	0	LINEAL FT	\$ 23.00	\$ -	-			
SIDEWALK		SQ FT	\$ 6.60	\$ -	-			
APRONS				\$ -				
APRONS	10,000	SQ FT	\$ 6.90	\$ 69,000.00	-	\$ -		
TOTAL LENGTH (FT)=	500				-	\$ -		
WIDTH (FT)=	20				-	\$ -		
AREA (SY)=	10000				-	\$ -		
ASPHALT								
BITUMINOUS STREET CROSSING-SURFACE	83	SQ YD	\$ 47.00	\$ 3,901.00	-	\$ -		
TOTAL LENGTH (FT)=	150				-	\$ -		
WIDTH (FT)=	5				-	\$ -		
AREA (SY)=	83				-	\$ -		
TOP SOIL-MATERIAL	1043	CUBIC YARD	\$ 16.00	\$ 16,688.00	-	\$ -		
TOTAL LENGTH (FT)=	4400				-	\$ -		
WIDTH (FT)=	20				-	\$ -		
AREA (CY)=	1043				-	\$ -		
TOP SOIL-INSTALLED	1043	CUBIC YARD	\$ 35.00	\$ 36,505.00	-	\$ -		
TOTAL LENGTH (FT)=	4400				-	\$ -		
WIDTH (FT)=	20				-	\$ -		
AREA (CY)=	1043				-	\$ -		
SOD-INSTALLED	9778	SQUARE YARD	\$ 9.50	\$ 92,891.00	-	\$ -		
TOTAL LENGTH (FT)=	4400		\$ -		-	\$ -		
WIDTH (FT)=	20				-	\$ -		
AREA (SF)=	88000				-	\$ -		
STONE GRADE 8-CA-6	575.46	TON	\$ 15.50	\$ 8,919.63	-	\$ -		
TOTAL LENGTH (FT)=	2500				-	\$ -		
WIDTH (FT)=	2				-	\$ -		
AREA (SY)=	556				-	\$ -		
STONE GRADE CA-7	399.05	TON	\$ 20.65	\$ 8,240.38	-	\$ -		
TOTAL LENGTH (FT)=	2500				-	\$ -		
WIDTH (FT)=	2.5				-	\$ -		
AREA (SY)=	694				-	\$ -		
ANALYTICAL TESTING	1	LUMP SUM	\$ 20.00	\$ 20.00				
DUMP FEES	122	PER SITE	\$ 82.00	\$ 10,004.00	-	\$ -		
TOTAL LENGTH (FT)=	4400		\$ -		-	\$ -		
WIDTH (FT)=	5				-	\$ -		
AREA (CY)=	1222				-	\$ -		
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 200.00	\$ -	-	\$ -		
TOTAL LENGTH (FT)=	0		\$ -		-	\$ -		
WIDTH (FT)=	0				-	\$ -		
AREA (CY)=	0				-	\$ -		
TRUCKING	122	PER LOAD	\$ 100.00	\$ 12,200.00	-	\$ -		
TREE REMOVAL	-	LUMP SUM	\$ 7,500.00	\$ -	-	\$ -		
TRAFFIC CONTROL	0	LUMP SUM	\$ 20,000.00	\$ -				
SUB-TOTAL COST				\$ 362,632.36	-	\$ -		
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG	\$ 54,394.85	EACH	15% of Subtotal	\$ 54,394.85	-	\$ -		
SUB-TOTAL COST				\$ 417,027.21		\$ -		
						\$ -		
EXCAVATION-GRADING	40.00	PER HR	\$ 500.00	\$ 20,000.00	-	\$ -		
REMOVAL								
4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 5.00	\$ -	-	\$ -		
6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 5.00	\$ -	-	\$ -		
12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	2,000.00	LINEAL FOOT	\$ 5.00	\$ 10,000.00	-	\$ -		
STRUCTURE REMOVAL	15.00	EACH	\$ 200.00	\$ 3,000.00	-	\$ -		
4-INCH CORRUGATED PIPE-INSTALLATION	850.00	LINEAL FOOT	\$ 20.00	\$ 17,000.00	-	\$ -		
6-INCH CORRUGATED PIPE-INSTALLATION	550.00	LINEAL FOOT	\$ 20.00	\$ 11,000.00	-	\$ -		
12-INCH PIPE-INSTALLATION	2,000.00	LINEAL FOOT	\$ 30.00	\$ 60,000.00	-	\$ -		
CONTRACT STRUCTURE INSTALL	30.00	EACH	\$ 450.00	\$ 13,500.00	-	\$ -		
INSTALL 12X12 INLET BOXES	50.00	EACH	\$ 100.00	\$ 5,000.00	-	\$ -		
FLARED END SECTIONS	-	EACH	\$ 100.00	\$ -	-	\$ -		
LAYOUT	16.00	HOURLY	\$ 500.00	\$ 8,000.00				
OUTSOURCE COST				\$ 147,500.00				
SUB TOTAL COST				\$ 564,527.21		\$ -		
CONTINGENCY	5%	LUMP SUM	5.00%	\$ 28,226.36	-	\$ -		
TOTAL COST				\$ 592,753.57		\$ -		
ESCALATOR	0%			\$ -				

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A  
CONTRACT FOR THE 2022 ROADSIDE DITCH MAINTENANCE - REGRADING  
PROGRAM BETWEEN THE CITY OF DARIEN AND VIAN CONSTRUCTION  
COMPANY, INC. FOR THE LAYOUT AND REPLACEMENT  
OF STORM SEWER PIPES AND STRUCTURES AND GRADING  
IN AN AMOUNT NOT TO EXCEED \$484,670.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a contract for the 2022 Roadside Ditch Maintenance - Regrading Program between the City of Darien and Vian Construction Company, Inc. for the layout and replacement of storm sewer pipes, structures and grading in an amount not to exceed \$484,670.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## Contract

1. THIS AGREEMENT, made and concluded the 7th day of March, 2022 between the City of Darien acting by and through its Mayor known as the party of the first part, and Vian Construction Co., Inc. 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: The City of Darien

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

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

(Seal)

*(If a Corporation)*

Corporate Name Vian Construction Company, Inc.

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

## BIDDER INFORMATION SHEET

**CONTACT NAME:** Elisa Rendina-Schliep

**ADDRESS:** 1  
041 Martha Street

**CITY, STATE, ZIP:** Elk Grove Village, IL 60007

**PHONE NUMBERS:** (847) 364-5369

**OFFICE:** (847) 364-5369 **CELL:** (630) 361-3644

**FAX NUMBER:** (847) 364-5371

**E-MAIL ADDRESS:** elisa@vianconstruction.net "or" marty@vianconstruction.net

**ALTERNATE CONTACT NAME:** Marty Schliep-Field Superintendent  
Cell (630) 327-6114

**PROPOSAL**

**TO: CITY OF DARIEN**  
**PROJECT: 2022 ROADSIDE DITCH REGRADING**

**ACKNOWLEDGEMENTS:** The undersigned has received the Contract Documents entitled: “**2022 Roadside Ditch Regrading**” and the following addenda to these documents.

Addendum No. One (1) 1/26/22

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) Vian Construction Co., Inc. for the improvement of the above sections for the maintenance construction of the **2022 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 19, 2022** 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 it 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.

January 26, 2022

## **ADDENDUM 1**

**Sealed Bid for:**

**2022 Roadside Maintenance Ditching Specifications for the City of Darien**

**Bid Date: January 27, 2022**

**Bid Time: 9:30 AM**

The following page shall be replaced:

5

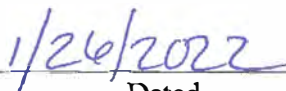
The revised and attached pages shall be replaced for the above.

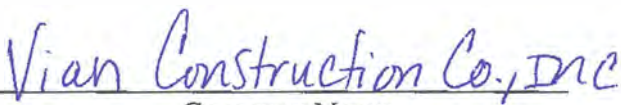
5A

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

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Dated

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

## Hourly Service Rate Sheet

DESCRIPTION	UNIT	COST
Lead Foreman	Hourly	170.00
Laborer	Hourly	165.00
Operator with Loader/Backhoe	Hourly	260.00
Operator with Grad All	Hourly	350.00
Placement of 6-12 inch stone (Rip-rap)	Square Yard	70.00

All Hourly Rates shall be guaranteed a four (4) minimum.

**Project 1 - Bentley Ave –72<sup>nd</sup> St to 73<sup>rd</sup> St to Tennessee Ave**

The existing conditions on Bentley Avenue, 73rd Street to 72<sup>nd</sup> St 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	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PIPE CULVERT REMOVAL	400	LINEAL FOOT	25.00	10,000.00
STRUCTURE REMOVAL	5	EACH	200.00	1,000.00
STORM SEWER PIPE INSTALLATION	2000	LINEAL FOOT	35.00	70,000.00
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	200	LINEAL FOOT	20.00	4,000.00
12 x 12 INLET BOXES	40	EACH	70.00	2,800.00
FLARED END SECTION-METAL	5	EACH	10.00	50.00
STORM SEWER STRUCTURE INSTALL	30	EACH	400.00	12,000.00
LAYOUT-JOB CONSULTATION	12	HOURLY	500.00	6,000.00
<b>DITCHING-GRADING COSTS</b>				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	80	HOURLY	400.00	32,000.00
<b>TOTAL COST</b>				<b>137,850.00</b>

**Project 1-Total Cost of Project Bentley Ave –72<sup>nd</sup> St to 73<sup>rd</sup> St to Tennessee Ave in words**

**One Hundred Thirty-Seven Thousand Eight Hundred Fifty Dollars and zero cents.**

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**Project 2 – Andrus Road - Frontage Road to limit**

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 1200 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	5.00	2,000.00
STRUCTURE REMOVAL	2	EACH	10.00	20.00
STORM SEWER PIPE INSTALLATION	650	LINEAL FOOT	20.00	13,000.00
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	100	LINEAL FOOT	10.00	1,000.00
12 x 12 INLET BOXES	4	EACH	10.00	40.00
FLARED END SECTION-METAL	2	EACH	700.00	1,400.00
STORM SEWER STRUCTURE INSTALL	5	EACH	200.00	1,000.00
LAYOUT-JOB CONSULTATION	8	HOURLY	500.00	4,000.00
<b>DITCHING-GRADING COSTS</b>				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	24	HOURLY	400.00	9,600.00
<b>TOTAL COST</b>				<b>32,060.00</b>

**Project 2 -Total Cost of Project Andrus Rd to Frontage Rd to limit in words:**

**Thirty Two Thousand Sixty Dollars and zero cents.**

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### Project 3 – Eleanor Place 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	20.00	14,000.00
STRUCTURE REMOVAL	10	EACH	100.00	1,000.00
STORM SEWER PIPE INSTALLATION	1500	LINEAL FOOT	43.00	64,500.00
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	100	LINEAL FOOT	10.00	1,000.00
12 x 12 INLET BOXES	10	EACH	100.00	1,000.00
FLARED END SECTION-METAL	2	EACH	500.00	1,000.00
STORM SEWER STRUCTURE INSTALL	20	EACH	400.00	8,000.00
LAYOUT-JOB CONSULTATION	12	HOURLY	500.00	6,000.00
<b>DITCHING-GRADING COSTS</b>				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS	80	HOURLY	400.00	32,000.00
<b>TOTAL COST</b>				<del>127,600.00</del>

**\$128,500.00**

math error

**Project 4 - Total Cost of Eleanor Pl to 74<sup>th</sup> St to Route 83 in words:**

**One Hundred Twenty-Seven Thousand Six Hundred Dollars and zero cents.**

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**Alternate 1 - Crest Rd – Holly Ave to 67<sup>th</sup> St**

The proposed **Project Crest Rd – Holly Ave to 67<sup>th</sup> St** is related to the deficient storm water ditch conveyance on Crest Road. Existing conditions on Crest Road within the eastern and western right of way ditches do not allow for the conveyance of storm water to flow from Plainfield Road to Janet Avenue. Field conditions identify that many of the ditches hold water for an extended period of time due to deteriorated culvert pipes and ditch grades that do not allow for the conveyance of storm water. The ditches were constructed in 1950, and have had spot maintenance completed since they were built.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
PIPE CULVERT REMOVAL	2000	LINEAL FOOT	5.00	10,000.00
STRUCTURE REMOVAL	5	EACH	200.00	1,000.00
PIPE CULVERT INSTALLATION	2000	LINEAL FOOT	30.00	60,000.00
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	200	LINEAL FOOT	20.00	4,000.00
12 x 12 INLET BOXES	15	EACH	100.00	1,500.00
FLARED END SECTION-METAL	0	EACH	100.00	0.00
STORM SEWER STRUCTURE INSTALL	30	EACH	450.00	13,500.00
LAYOUT-JOB CONSULTATION	16	HOURLY	500.00	8,000.00
<b>DITCHING-GRADING COSTS</b>				
OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-OR TRACK EQUIPMENT LEAD FOREMAN AND 2-LABORERS	80	HOURLY	500.00	32,000.00
<b>TOTAL COST</b>				<b>138,000.00</b>

**Alternate 1-Total Cost of Project Crest Rd – Holly Ave to 67<sup>th</sup> St in words:**

**One Hundred Thirty Eight Thousand Dollars and zero cents.**

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	<b>COST SUMMARY SCHEDULE</b>	<b>COST</b>
<b>Base Bid 1</b>	<b>Bentley Avenue 72<sup>nd</sup> Street to 73<sup>rd</sup> Street to Tennessee Avenue</b>	<b>137,850.00</b>
<b>Base Bid 2</b>	<b>Andrus Road Frontage Road to limit</b>	<b>32,060.00</b>
<b>Base Bid 3</b>	<b>Eleanor Place to 74<sup>th</sup> Place to Route 83</b>	<b>\$128,500.00</b> <del>127,600.00</del>
	<b>TOTAL BASE BID</b>	<del>297,510.00</del> <b>\$298,410.00</b>
<b>Alternate 1</b>	<b>Crest Avenue Holly Avenue to 67<sup>th</sup> Street</b>	<b>138,000.00</b>
	<b>TOTAL ALTERNATE BID</b>	<b>138,000.00</b>
	<b>TOTAL PROJECT COST BASE + ALTERNATE</b>	<b>\$ 436,410.00</b> <del>435,510.00</del>

math error

**AGENDA MEMO**  
**City Council**  
**March 7, 2022**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to execute a contract with SKC Construction, Inc. in an amount not to exceed \$227,580.00 for the 2022 Crack Fill Program.

**RESOLUTION****BACKGROUND/HISTORY**

The FY 22/23 Budget includes funds for the 2022 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 (alligatoring). 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.

In 2022, 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](#) is the bid results from the bid opening held by the Village of Woodridge on February 1, 2022. The list of roads scheduled for this year’s program are attached and labeled as [Attachment B](#).

The proposed Crack Sealing Program would be funded from the following FY22-23 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22-23 BUDGET	PROPOSED EXPENDITURE
25-35-4382	Crack Sealing Asphalt Pavement	\$227,580.00	\$227,580.00

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the proposed resolution.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 7, 2022 City Council agenda for formal consideration.



PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES  
PROJECT NO.: 2022-01 VILLAGE OF WOODRIDGE

DATE: TIME:		2/1/2022 11:00 A.M.			Denler, Inc. 20502 S. Cherry Hill Ave. Joliet, IL 60433		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118		National Industrial Maintenance, Inc. 4530 Baring Ave. East Chicago, IN 46312	
NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
A	Crack Sealing Asphalt Pavement	138,000	LB	\$ 1.62	\$ 223,560.00	\$ 1.59	\$ 219,420.00	\$ 1.89	\$ 260,820.00	
B	Crack and Joint Sealing PCC Pavement	0	LB	\$ 3.69	\$ -	\$ 1.59	\$ -	\$ 1.59	\$ -	
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	6,000	LB	\$ 1.31	\$ 7,860.00	\$ 1.36	\$ 8,160.00	\$ 1.59	\$ 9,540.00	
D	Seal Coat Bike Path	0	SY	\$ 0.90	\$ -	\$ 1.22	\$ -	\$ 1.36	\$ -	
E	Seal Coat Parking Lot	6,000	SY	\$ 1.19	\$ 7,140.00	\$ 1.22	\$ 7,320.00	\$ 1.32	\$ 7,920.00	
F	Parking Lot Paint Pavement Marking Line 4"	1,800	FT	\$ 0.30	\$ 540.00	\$ 0.50	\$ 900.00	\$ 0.50	\$ 900.00	
G	Parking Lot Paint Pavement Marking Letters & Symbols	300	SF	\$ 3.00	\$ 900.00	\$ 2.50	\$ 750.00	\$ 10.00	\$ 3,000.00	
H	Traffic Control and Protection DuPage County	0	LSUM	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 25,000.00	\$ -	
	TOTAL BID	AS READ: AS CORRECTED:				\$ 240,000.00	\$ 236,550.00		\$ 282,180.00	

CITY OF DARIEN 2022 PROGRAM - CRACK SEALING WITH AWARDED VENDOR

NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	138,000	LB	N/A	N/A	\$ 1.59	\$ 219,420.00	N/A	N/A
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	6,000	LB	N/A	N/A	\$ 1.36	\$ 8,160.00		
TOTAL		\$ -					\$ 227,580.00		

## 2022 CRACK FILL

ROAD	LIMIT	YEAR	LF	SY	
DALE RD	68TH-67TH	2019	860	1720	
69TH ST	CHR-CREST	2015	2300	4600	
HIGH RD	67TH-JANET	2012	2950	5900	
PEONY PL	BROOKBANK-HIGH	2017	660	1320	
CLARENDON HILLS RD	69-75TH	2019	5200	20000	
ELEANOR PL	JANET-PLAINFIELD	2019	700	1400	
CAPITAL DR	ELM-JANET	2015	980	1960	
COLUMBIA LN	CHARLESTON-CHESTNUT	2010	650	2167	
WESTERN AVE	NORTH OF 67TH	2017	600	1800	
IRONWOOD	BEECHNUT-SEMINOLE	2015	1075	3344	
JAMES PETER CT	CASS-LIMIT	2010	400	1170	
TIMBER LN	DARIENLN-RICHMOND	2021	1750	5500	EDGE
HICKORY LN	DARIENLN-SEMINOLE	2021	1080	3300	EDGE
SAWYER RD	CHIPPEWA-HONEYLOCUST	2016	1400	4356	
CHIPPEWA LN	SAWYER -FARMINDALE	2018	400	1244	
SAWYER RD	79TH-PORTSMOUTH	2014	2700	8400	
PORTSMOUTH DR	FRONTAGE-KNOTTINGHAM	2015	2100	6500	
WOODLAND DR	FRONTAGE-LIMIT	2017	700	2300	
FARMINGDALE DR	GLEN-PORTSMOUTH	2014	1840	5700	
HAYENGA LN	WALNUT-ANDERMANN	2012	980	3000	
ANDERMANN LN	HAYENGA-NANTUCKET	2012	660	2050	
SUMMIT RD	71ST-CLEMENS	2019	2240	7000	
COVENTRY	NORMAN-LIMIT	2014	640	1920	
CANTERBURY	NORMAN-LIMIT	2014	900	2000	
MANNING RD	75TH-PALINFIELD	2017	4500	16000	
WOODMERE	LEMONT-LIMIT	2015	5000	18000	
ROYAL SWAN LN	CARLISLE-LIMIT	2015	1200	3750	
BLACK SWAN CT	ROYAL SWAN-LIMIT	2015	400	800	
WILLOWCREEK LN	BAILEY-EVERGREEN	2017	990	3080	
WINTERBERRY LN	BAILEY-EVERGREEN	2017	780	2500	
EVERGREEN LN	BAILEY-FRONTAGE	2015	2600	8100	
KNOTTINGHAM LN	PLAINFIELD -PLAINFIELD	2014	1800	6000	
RIPPLE RIDGE CDS	HINSWOOD-LIMIT	2010	300	1244	
RIPPLE RIDGE	RIPPLE RIDGE-LIMIT	2010	2750	8600	
KEARNEY RD	N FRONTAGE RD-LIMIT	2016	600	1400	
CAPTONS LN	N FRONTAGE-LIMIT	2021	900	2860	EDGE
MARLBOROUGH LN	WALKFIELD-LYMAN	2021	1000	3317	EDGE
BARCLAY	GREEN VALLEY-MANNING	2021	900	2900	EDGE
BEDFORD	BARCLAY-SURREY	2021	400	1100	EDGE
SURREY DR	GREEN VALLEY-MANNING	2021	700	2300	EDGE

180,602 138,925 lb

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE A CONTRACT WITH SKC CONSTRUCTION, INC. IN AN AMOUNT  
NOT TO EXCEED \$227,580.00 FOR THE 2022 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 with SKC Construction, Inc. in an amount not to exceed \$227,580.00 for the 2022 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 7<sup>th</sup> day of March, 2022.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## OF PRICES

Village of Woodridge  
Five Plaza Drive  
Woodridge, IL 60517

**SUBMISSION INFORMATION:**

INVITATION # 2022-01  
BID OPENING DATE: February 1, 2022  
TIME: 11:00 A.M. Local Time  
LOCATION: Village Hall

COPIES: One (1) original & nine (9) copies

**INVITATION TO BID CONTRACTOR INFORMATION**

Company Name: SKC CONSTRUCTION, INC.  
Address: P. O. BOX 503  
WEST DUNDEE, IL 60118  
City, State, Zip Code: \_\_\_\_\_

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

**I. BASE BID ITEMS – Year 1 – 2022 Construction**

Item No.	Items	Unit	Quantity	Unit Price	Total
A	CRACK SEALING ASPHALT PAVEMENT	POUND	294800	1.59	468,732.00
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	17800	1.59	28,302.00
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	195100	1.36	265,336.00
D	SEAL COAT BIKE PATH	SQ YD	66378	1.22	80,981.16
E	SEAL COAT PARKING LOT	SQ YD	17500	1.22	21,350.00
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	6000	0.50	3,000.00
G	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	600	2.50	1,500.00
H	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	500.00	500.00
TOTAL BASE BID					\$ 869,701.16

**I. Year 2 (optional) - 2023 Construction**

The rates for services listed for the Year 2 (optional) - 2023 Construction will not increase more than 5 % over the "BASE BID ITEMS – Year 1 – 2022 Construction" contract period. At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2023 and concluding December 31, 2023.

**II. Year 3 (optional) - 2024 Construction**

The rates for services listed for the Year 3 (optional) - 2024 Construction will not increase more than 5 % over the "Year 2 (optional) – 2023 Construction contract period". At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2024 and concluding December 31, 2024.

III. 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>1</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
DuPage County	No			
City of Elmhurst	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Woodridge	No			

IV. 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>1.40</u>
2 Paint Pavement Marking – Line 4"	FT	\$ <u>0.55</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.



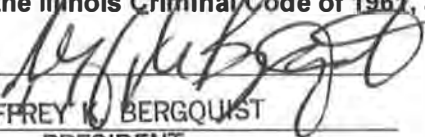
BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

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:



SKC CONSTRUCTION, INC.

Company Name:

Typed/Printed Name:

JEFFREY K. BERGQUIST  
PRESIDENT.

Date:

1-26-22

Title:

Telephone Number:

847-214-9800

E-mail

bergquist@skcconstruction.net

**APPENDIX A  
AGREEMENT ACCEPTANCE**

**RFB #2022-01  
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 City of Darien ("Owner") this 7th day of March 2022.

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: \_\_\_\_\_

Title: Mayor

# APPENDIX C - Quantity Breakdown per Municipality

Appendix C - Total Estimated Quantities for 2022				ESTIMATED QUANTITY BY MUNICIPALITY											
Item No.	Items	Unit	Total Quantity	Burr Ridge 2022	Darien QTY	Downers Grove 2022	DuPage County QTY	Elmhurst 2022	Lombard QTY	West Chicago 2022	Wheaton QTY	Woodridge 2022			
A	CRACK SEALING ASPHALT PAVEMENT	POUND	294800	45000	138000	0	0	22000	0	0	45000	44800			
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	17800	0	0	0	0	0	1800	16000	0	0			
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	195100	0	6000	40000	20000	0	65000	36000	10000	18100			
D	SEAL COAT BIKE PATH	SQ YD	66378	0	0	0	0	0	0	0	0	66378			
E	SEAL COAT PARKING LOT	SQ YD	17500	0	6000	0	0	5500	0	0	6000	0			
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	6000	0	1800	0	0	1800	0	0	2400	0			
G	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	600	0	300	0	0	100	0	0	200	0			
H	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	0	0	0	1	0	0	0	0	0			

## CITY OF DARIEN

## CONTRACT

This Contract is made this 7th day of March, 2022 by and between the City of Darien (hereinafter referred to as the "CITY") and **SKC Construction, Inc.** (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:

### **2022 CRACK SEALING AND SEAL COATING**

(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**  
**City Council**  
**March 7, 2022**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**ORDINANCE****BACKGROUND/HISTORY**

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

	ITEM	MODEL#	QUANTITY	EXPLANATION
1	scanner/copier	Model# Kip 700M - Black & White Serial # 11702165	1	replaced
2	ImagePROGRAF Color Printer	Model# Canon iPF760 Serial# AAGP0015	1	replaced

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends the above be declared surplus property and auctioned using GovDeals, Inc or disposed of.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 7, 2022 City Council Agenda for formal approval.

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

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

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

---

**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN**

**THIS 7<sup>th</sup> DAY OF MARCH, 2022**

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**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this \_\_\_\_\_  
day of March, 2022.**



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

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

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

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

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

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

	ITEM	MODEL#	QUANTITY	EXPLANATION
1	scanner/copier	Model# Kip 700M - Black & White Serial # 11702165	1	Replaced
2	ImagePROGRAF Color Printer	Model# Canon iPF760 Serial# AAGP0015	1	Replaced

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

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

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 7<sup>th</sup> day of March, 2022.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this this 7<sup>th</sup> day of March, 2022.**

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

**AGENDA MEMO**  
**City Council**  
**March 7, 2022**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to execute a four year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

**RESOLUTION****BACKGROUND/HISTORY**

The Intergovernmental Agreement with the County of DuPage authorizes the City of Darien to perform the mowing of certain DuPage County rights of way and along certain DuPage County roads. The current agreement on file expired November 2021. The City of Darien is compensated by DuPage County for performing this mowing along specified DuPage County maintenance jurisdictions. The contract reimbursable amount will increase to \$47,219 from \$41,050. The Agreement provides for five (5) cycles of mowing and up to an additional eighteen (18) in the DuPage County maintenance jurisdictions. The reimbursable amount remains the same but the mowing frequencies have been increased from 15 to 18, with the per acre cost of \$50 per acre. (23 mowing frequencies x \$50 per acre x 41.06 acres = \$47,219). **Staff received an email, see [Attachment A](#), after the Municipal Services Meeting regarding an additional per acre reimbursement increase. The amount has been revised to \$51.50 from \$50.00 for a total \$48,635.37. The remainder of the Intergovernmental Agreement as presented remains the same.** The proposed agreement is a four-year agreement expiring November 30, 2025. The staff has reviewed the measurements and is in agreement. The City of Darien furnishes all equipment, materials, labor and transportation necessary to perform the required mowing. The locations where the mowing is required are as follows and is included within the attached Intergovernmental Agreement:

Route Number	Highway Name	Locations
15	Cass Avenue	67 <sup>th</sup> Street to North Frontage Road
31	Plainfield Road	Lakeview Drive/Sawmill Drive to Illinois Route 83
33	75 <sup>th</sup> Street	Median & R.O.W. Lemont Road to 1 lot west of Sheridan Dr

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends signing the Intergovernmental Agreement with DuPage County.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 7, 2022 City Council agenda for formal consideration.

**From:** [Dan Gombac](#)  
**To:** [Regina Kokkinis](#)  
**Subject:** Fwd: DuPage County Mowing Agreement  
**Date:** Monday, February 28, 2022 8:24:18 PM  
**Attachments:** [image001.png](#)  
[Mowing IGA 2022-25 City of Darien Final.pdf](#)

---

Pls see below

Begin forwarded message:

**From:** "McAvoy, Joan" <Joan.McAvoy2@dupageco.org>  
**Date:** February 28, 2022 at 3:09:27 PM CST  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** DuPage County Mowing Agreement

Good Afternoon Mr. Gombac:

Please find attached the Intergovernmental Agreement for Mowing DuPage County right of ways.

Based on input received we have revised the attached mowing agreement with the following terms:

1. increase the term to 4 years (April 2022 to Dec 2025) (*Agreement - General Conditions, #2, #14*)
2. increase the number of mowing cycles from 20 to 23 mowing cycles (Acreage will stay the same) (*Agreement - General Conditions, #2; Specifications, #11*)
3. increase the reimbursement per acre to \$51.50/acre (or contract pricing + 10%, whichever is less). (*Agreement - Specifications, #14*)
4. if using an outside contractor/vendor for mowing, it is requested that a copy of the executed contract with the contractor be provided to the County **in advance** of invoice processing for our records.  
If changing contractors during the term of this Agreement, a new executed contract will be sent to the County. (*Agreement – General Conditions, #7; Specifications #15*).

Please print **single-sided** and return **two** executed duplicate **originals** (signed by an authorized party and attested to) **to my attention as soon as possible but no later than Friday, March 18<sup>th</sup>**.

We will submit for approval to the County Board after receipt and I will send you a fully executed Agreement soon after approval.

Please scan the signature page and email to me as soon as the document is signed, before mailing the 2 Agreement copies to my attention.

*\*\* If you are using an outside contractor, please let me know.* I do not need the contractor's information at this time, just that you are or planning to outsource.

*\*\* We understand you may have to get approval through your board/council and may not be able to forward the signed copies to us before the above date. If you can send me an email agreeing to the terms we can still prepare for our first Agenda in April and get the Chairman's signature at a later date.*

Please contact me with any questions you may have.  
Thank you.

Best Regards,

*Joan McAvoy*, CPPB  
Transportation Coordinator  
DuPage County Division of Transportation  
421 N. County Farm Road, Wheaton, IL 60187  
[joan.mcavoy2@dupageco.org](mailto:joan.mcavoy2@dupageco.org)  
630-407-6896  
630-414-0478 Cell  
[www.dupageco.org](http://www.dupageco.org)

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

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

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

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

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

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

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

**SECTION 1:** That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for mowing of grass, weeds and other vegetation growing along the roads and right of ways, subject to the County of DuPage Intergovernmental Agreement paying for the equivalent of up to twenty-three (23) mowings.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

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

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

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

**WITNESSETH**

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

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

COUNTY MOWING:

Co Hwy	Hwy Name	From	To	Side of Street	AREA (ac)
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	South	11.26
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	North	12.70
33	75th Street	Lemont Road	1 Lot West of Sheridan Dr.	Median	6.31
	<b>75th Street Total</b>				<b>30.27</b>
15	Cass Avenue	67th Street	N Frontage Rd.	East	2.20
15	Cass Avenue	67th Street	N Frontage Rd.	West	2.14
	<b>Cass Avenue Total</b>				<b>4.34</b>
31	Plainfield Road	Sawmill Dr.	IL 83	South	3.05
31	Plainfield Road	Sawmill Dr.	IL 83	North	3.4
	<b>Plainfield Road Total</b>				<b>6.45</b>
<b>Grand Total</b>					<b>41.06</b>

and;

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

GENERAL CONDITIONS

1. The MUNICIPALITY shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to eighteen (18) additional mowing(s) as necessary per year for four (4) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the MUNICIPALITY of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the MUNICIPALITY, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.



## 6. Indemnification

- (a) The MUNICIPALITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the MUNICIPALITY's negligent or willful acts, errors or omissions or any of the MUNICIPALITY contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.
- (b) (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the MUNICIPALITY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the MUNICIPALITY would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The MUNICIPALITY's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.
- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the MUNICIPALITY, under the law."

7. Insurance

At all times during the period of this Agreement, the MUNICIPALITY and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to

diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."

- (g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- (h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.

- (i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."
- (j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be hiring a , just for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement are held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The

remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:

Daniel Gombac  
Director of Municipal Services  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561  
[dgombac@darienil.gov](mailto:dgombac@darienil.gov)

FOR THE COUNTY:

Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187  
[christopher.snyder@dupageco.org](mailto:christopher.snyder@dupageco.org)

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2025, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back-to-back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of



professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.

4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the MUNICIPALITY to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow-moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1  
Second Mowing - June 1  
Third Mowing - July 1  
Fourth Mowing - August 1  
Fifth Mowing - September 15

Eighteen(18)additional mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the MUNICIPALITY the lessor of \$2,114.59 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 41.06 acres.
13. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15<sup>th</sup> of each year for the term of this Agreement.**
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty-One Dollars and Fifty Cents per acre (\$51.50 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing, of any additions or deductions made in the mowing cycle acres.
15. The MUNICIPALITY, if contracting with an outside contractor/vendor, shall furnish a copy of the executed contract between the MUNICIPALITY and the contractor to the COUNTY in advance of invoice processing for our records. If during the term of this contract the MUNICIPALITY awards a new/different contractor, the MUNICIPALITY must notify the COUNTY and furnish the new executed contract. This will not affect the mowing acreage, pricing or schedule of this agreement.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

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

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

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

**COUNTY OF DU PAGE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at Wheaton, Illinois.

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

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

**CITY OF DARIEN**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at Darien, Illinois.

\_\_\_\_\_  
Joseph A. Marchese, Mayor  
City of Darien

ATTEST:

\_\_\_\_\_  
JoAnne Ragona, City Clerk  
City of Darien



**AGENDA MEMO**  
**City Council**  
**March 7, 2022**

**ISSUE STATEMENT**

A resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Village of Willowbrook regarding the purchase and installation of a 4-way traffic signal at the intersection of 67<sup>th</sup> Street and Clarendon Hills Road.

**RESOLUTION****BACKGROUND/HISTORY**

The Village of Willowbrook and the City of Darien staff have been in discussions regarding signalizing the intersection of 67<sup>th</sup> Street and Clarendon Hills Road. The intersection has been an ongoing topic with discussions between the municipalities for several years. The concerns are the ongoing vehicular accidents that have plagued this intersection. The Village of Willowbrook and the City have independently completed the following tasks within the last 5 years to improve the safety of the intersection. These improvements included the following:

Geometrical Roadway Configurations  
Sight Improvements-Tree trimming  
Pavement Markings  
Signage-Solar Speed Limit Indicators-Solar Flashing Signs

Recently a traffic study was commissioned with Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) to review the intersection for a warrant as it relates to signalizing the corner. Attached and labeled as [Attachment A](#) is a copy of the report. The report is segmented as follows:

Physical Characteristics of the Intersection

Updated Traffic Counts

Crash Data:

Table 1

CLARENDON HILLS ROAD WITH 67TH STREET – CRASH TYPE

Table 2

CLARENDON HILLS ROAD WITH 67TH STREET – CRASH SEVERITY

Table 3

ALTERNATIVE MEASURES TO BE CONSIDERED BEFORE INSTALLING A  
TRAFFIC SIGNAL

Summary of Alternative Options

The report indicates that the intersection does not warrant a 4-way stop or traffic signal. The City has reviewed the report recommendations and is implementing additional signage, Intersection Ahead-67<sup>th</sup> Street, for north and south bound Clarendon Hills Road. The Village and have City have also joined forces to remove additional trees for optimal sight distance. These tasks are scheduled to be completed by late March.

The Intergovernmental Agreement, attached and labeled as [Exhibit A](#), between the two municipalities outlines the following responsibilities as it relates to a 4-way traffic signal:

1. Project Costs-includes engineering, preparation of bid documents, construction costs, and engineering construction observation. "Project Costs" shall not include costs of utility relocations or sidewalk, curb, and gutter reconfiguration and will be solely the responsibility of Darien.
2. Darien will be the lead agency for the Construction Project
3. Darien through the services of KLOA will bid out for the project
4. Financial Darien will bill Willowbrook for reimbursement of 25% of the Project Costs up to \$200,000. By way of examples, assume the Project Costs are \$400,000.00. Willowbrook's share is \$100,000.00. Assume on the other hand that Project Costs are \$825,000.00. Willowbrook's obligation is capped at \$200,000.
5. Darien will be the sole responsible party for all maintenance and energy costs.

#### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee discussed the item and recommended approval 2-0, with one abstention. The IGA shall become null and void should the Project not be approved for the 2022/23 City Budget.

#### **ALTERNATE CONSIDERATION**

As directed by the City Council.

#### **DECISION MODE**

This item will be placed on the March 7, 2022 City Council agenda for formal consideration.

TO: Daniel Gombac  
City of Darien

FROM: Michael A. Werthmann, PE, PTOE  
Principal

DATE: February 23, 2022

SUBJECT: Addendum to July 17, 2019 Traffic Signal Warrant Study  
Clarendon Hills Road with 67<sup>th</sup> Street  
Darien, Illinois

Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) has prepared this memorandum as an addendum to the July 17, 2019 traffic signal warrant study performed at the intersection of Clarendon Hills Road with 67<sup>th</sup> Street in Darien, Illinois. The purpose of the addendum was to update the physical and operating conditions of the intersection since the traffic signal warrant study was completed, which included reviewing the intersection's physical characteristics, performing updated traffic counts, and evaluating the crashes that have occurred since 2018. A copy of the July 17, 2019 traffic signal warrant study is located in the Appendix.

### Physical Characteristics of the Intersection

The following summarizes the intersection improvements/modifications that have been implemented since the 2019 traffic signal warrant study was completed:

- The west leg of the intersection has been widened to provide one westbound lane and two eastbound lanes striped for an exclusive left-turn lane and a shared through/right-turn lane. All four approaches of the intersection currently have an exclusive left-turn lane and a shared through/right-turn lane.
- A radar speed feedback sign with a speed limit sign have been provided along both northbound and southbound Clarendon Hills Road prior to its intersection with 67<sup>th</sup> Street.

### Updated Traffic Counts

Updated traffic counts were performed at the intersection from 6:00 A.M. to 6:00 P.M. on Thursday, January 20, 2022. A review of the updated 2022 traffic volumes showed that the volumes at the intersection were generally lower than the 2019 traffic volumes obtained as part of the 2019 traffic signal warrant study. The lower intersection traffic volumes are primarily due to the on-going COVID pandemic and the fact that traffic volumes have not returned to pre-COVID conditions. Similar to the evaluation of the 2019 traffic volumes, the 2022 traffic volumes do not meet any of the minimum intersection traffic volumes required to meet Warrants 1 through 3 for the installation of a traffic signal. A copy of the 2022 updated traffic counts is included in the Appendix.

The following summarizes the results of the evaluation of Warrants 1 through 3 for the installation of a traffic signal based on the 2019 intersection traffic volumes as documented in the July 17, 2019 traffic signal warrant study:

- Warrant 1A: None of the hourly volumes satisfy the minimum volumes when eight hours are required.
- Warrant 1B: Only four hours satisfy the minimum volumes when eight hours are required.
- Combination of Warrants 1A/1B: Only four hours satisfy the minimum volumes when eight hours are required.
- Warrant 2: Only one hour satisfies the minimum volumes when four hours are required.
- Warrant 3: None of the hourly volumes satisfy the minimum volumes when one hour is required.

Therefore, the 2019 traffic volumes do not satisfy Warrant 1, Warrant 2, or Warrant 3 for the installation of a traffic signal. The 2019 traffic volumes are closest to satisfying Warrant 1B where four of eight hours are met.

## Crash Data

The original 2019 traffic signal warrant study examined the intersection crash data between 2014 and 2018. As part of this addendum, KLOA, Inc obtained the crash for 2019, 2020, and 2021 from the Darien Police Department. **Tables 1** and **2** show the intersection crash data between 2014 and 2021 and the following summarizes the crash experience:

- The intersection had a total of 59 crashes between 2014 and 2021, which averages to 7.4 crashes per year.
- Of the 59 crashes, 19 of the crashes resulted in injuries and one crash resulted in a fatality. It should be noted that the fatal crash was a head-on collision with a driver that was under the influence of alcohol.
- 53 of the 59 crashes were either angle or turning crashes, which are the type of crashes that can be corrected by a traffic signal or multi-way stop sign control.
- The number of crashes at the intersection has generally decreased over the past five years with 13 crashes in 2017 and 9 crashes in 2018 to 5 crashes in 2019, 5 crashes in 2020, and 8 crashes in 2021.

Table 1

CLARENDON HILLS ROAD WITH 67<sup>TH</sup> STREET – CRASH TYPE

Year	Crash Type						
	Angle	Object	Rear End	Sideswipe	Turning	Other	Total
2014	4	0	0	0	0	0	4
2015	8	0	1	0	1	0	10
2016	4	0	1	0	0	0	5
2017	9	2	1	0	0	1	13
2018	7	0	0	0	2	0	<u>9</u>
2019	2	0	0	0	2	1	5
2020	4	0	0	0	0	1	5
2021	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>8</u>
<b>Total</b>	<b>44</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>7</b>	<b>3</b>	<b>59</b>
<b>Average/Year</b>	<b>5.5</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.4</b>	<b>&lt;1.0</b>	<b>7.4</b>

Table 2

CLARENDON HILLS ROAD WITH 67<sup>TH</sup> STREET – CRASH SEVERITY

Year	Crash Severity			
	Property Damage Crash	Injury Crash	Fatality Crash	Total
2014	1	3	0	4
2015	7	3	0	10
2016	4	1	0	5
2017	8	4	1	13
2018	6	3	0	9
2019	4	1	0	5
2020	3	2	0	5
2021	<u>6</u>	<u>2</u>	<u>0</u>	<u>8</u>
<b>Total</b>	<b>39</b>	<b>19</b>	<b>1</b>	<b>59</b>
<b>Average/Year</b>	<b>4.9</b>	<b>2.4</b>	<b>&lt;1.0</b>	<b>7.4</b>

Based on the evaluation performed as part of the July 17, 2019 traffic signal warrant study and the updated crash data, the following evaluates each of the three criteria required to satisfy Warrant 7 for the for the installation of a traffic signal.

*Criteria A* requires that adequate trial of alternative measures at the intersection has failed to reduce the crash frequency. The MUTCD provides the following guidance as to alternatives to traffic signal control:

*Since vehicle delay and the frequency of some types of crashes are sometimes greater under traffic signal control than under stop sign control, consideration should be given to providing alternatives to traffic control signals even if one or more of the signal warrants have been satisfied.*

**Table 3** from the July 17, 2019 traffic signal warrant study lists 13 potential alternative measures to traffic signal control as outlined in the MUTCD and whether the alternatives have been implemented or considered at the intersection. It is important to note that the MUTCD indicates that the alternatives are not limited to those shown in Table 3.

Table 3 shows that many of the alternative measures have been implemented at the intersection including several recent improvements/modifications. In addition, the following lists two additional alternative measures that that the City of Darien has indicated will be installed this March:

- Trimming and/or removing the trees along the intersection's right-of-way and, if possible, along private properties adjacent to the intersection to improve the sight lines for the 67<sup>th</sup> Street traffic.
- Installing Cross Road (MUTCD W2 -1) warning signs with an advance street name plaque on Clarendon Hills Road both north and south of 67<sup>th</sup> Street to indicate the presence of the intersection and the possibility of turning or entering traffic.

If necessary, consideration should be given to (1) installing the Cross Road warning signs on both sides of the road both north and south of the intersection and (2) to installing warning beacons on the Cross Road warning signs to further emphasis the Cross Road warning signs.

Since most of the alternative measures have been implemented, the intersection most likely is on the threshold or satisfies the Criteria A of Warrant 7.

Table 3

## ALTERNATIVE MEASURES TO BE CONSIDERED BEFORE INSTALLING A TRAFFIC SIGNAL

Measure	Currently Installed	Comments
Installing signs along the major street to warn road users approaching the intersection	March 2023	<b>The City will be installing Cross Road warning signs with an advance street name plaque on both legs of Clarendon Hills Road.</b>
Relocating the stop line(s) and making other changes to improve the sight distance at the intersection	March 2023	<b>The City will be trimming/removing landscaping in order to improve the sight lines at the intersection</b>
Installing measures designed to reduce speeds on the approaches	Yes	<b>Radar speed feedback signs with a speed limit signs have been provided along Clarendon Hills Road since the July 17, 2019 study was completed.</b>
Installing a flashing beacon at the intersection to supplement STOP control	Yes	Flashing STOP signs located on 67 <sup>th</sup> Street
Installing flashing beacons on warning signs in advance of a STOP sign controlled intersection on major- and/or minor-street approaches	No	
Adding one or more lanes on a minor-street approach to reduce the number of vehicles per lane on the approach	Yes	Westbound approach provides separate left-turn lane
Revising the geometrics at the intersection to channelize vehicular movements and reduce the time required for a vehicle to complete a movement, which could also assist pedestrians	Yes	<b>A separate left-turn lane has been provided on the west leg of the intersection since the July 17, 2019 study was completed.</b>
Revising the geometrics at the intersection to add pedestrian median refuge islands and/or curb extensions	N.A.	Intersection has minimal pedestrian activity
Installing roadway lighting if a disproportionate number of crashes occur at night	Yes	Overhead streetlights are located in NW and SE corners of the intersection
Restricting one or more turning movements, perhaps on a time-of-day basis, if alternate routes are available	No	
If the warrant is satisfied, installing multi-way STOP sign control	No	As discussed later, traffic volumes do not warrant all-way STOP sign control
Installing a pedestrian hybrid beacon (see Chapter 4F) or In-Roadway Warning Lights (see Chapter 4N) if pedestrian safety is the major concern	N.A.	Intersection has minimal pedestrian activity
Installing a roundabout	No	Not feasible given right-of-way constraints
Employing other alternatives, depending on conditions at the intersection	No	

*Criteria B* is satisfied when five or more crashes have occurred within a 12-month period that can be corrected by a traffic signal. As Table 1 shows, the intersection has had five or more angle and turning crashes, which can often be prevented with the provision of a traffic signal, in 2015, 2017, 2018, and 2021. Further, the intersection was identified by IDOT as a Five Percent location in 2017. (It should be noted that IDOT has not updated the Five Percent locations for local roads since 2017.) As such, the intersection crash experience does satisfy Criteria B of Warrant 7 for the installation of a traffic signal.

*Criteria C* requires that the intersection meet minimum traffic or pedestrian volumes. The minimum volumes required are the same for the Combination of Warrant 1A and Warrant 1B. As discussed previously, the existing traffic volumes only meet the minimum volumes for the Combination of Warrant 1A and Warrant 1B for four hours when eight hours are required. Further, due to the very low pedestrian activity, the existing pedestrian volumes are not met. As such, the traffic volumes at the intersection do not satisfy Criteria C of Warrant 7 for the installation of a traffic signal.

While the existing intersection conditions satisfies Criteria B, the existing traffic volumes do not satisfy Criteria C and Criteria A is generally on the threshold or just satisfying the criteria. As such, the intersection does not satisfy all three criteria of Warrant 7 for the installation of a traffic signal.

## Summary of Alternative Options

The following lists the various alternative options to enhance the operation and safety of the intersection based on the July 17, 2019 traffic analyses and the updated data collection and analyses:

- Maintain the existing two-way stop sign control. It should be noted that the following lists two additional alternative measures that the City of Darien has indicated will be installed at the intersection this March:
  - Trimming and/or removing the trees along the intersection's right-of-way and, if possible, along the private properties adjacent to the intersection.
  - Installing Cross Road (MUTCD W2 -1) warning signs with an advance street name plaque on Clarendon Hills Road. If necessary, consideration should be given to (1) installing the warning signs on both sides of the road both north and south of the intersection and (2) to installing warning beacons on the warning signs to further emphasis the Cross Road warning signs.
- Install multi-way stop sign control at the intersection with the appropriate warning signs. It should be noted that the existing intersection only satisfies one of the MUTCD criteria for multi-way stop sign control.
- Install a traffic signal at the intersection with the appropriate warning signs. It should be noted that the intersection does not currently satisfy any of the MUTCD warrants for traffic signal control.



# Appendix

July 17, 2019 Traffic Signal Warrant Study  
January 2022 Traffic Counts

## July 17, 2019 Traffic Signal Warrant Study

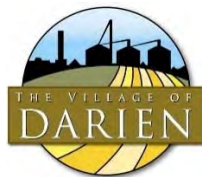
# Traffic Signal Warrant Study

## Clarendon Hills Road with 67<sup>th</sup> Street

Darien, Illinois



Prepared For:



**KLOA**  
Kenig, Lindgren, O'Hara, Aboona, Inc.

July 17, 2019

# 1. Introduction

This report summarizes the methodologies, results, and findings of a traffic signal warrant and operational evaluation conducted by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) for the intersection of Clarendon Hills Road with 67<sup>th</sup> Street in Darien, Illinois. The intersection is located in the northwest quadrant of the City of Darien on the border with the Village of Willowbrook. Currently, the intersection operates with the 67<sup>th</sup> Street approaches under stop sign control (two-way stop sign control).

The sections of this report present the following:

- A summary of the existing roadway conditions including vehicle traffic volumes at the study intersection
- A traffic signal warrant analysis for the study intersection assuming existing traffic conditions
- A multi-way stop sign control evaluation assuming the existing traffic volumes

The primary purpose of this study is to determine if the existing intersection traffic and pedestrian volumes and/or crash experience warrant the need for a traffic signal or multi-way stop sign control. In addition, the study also examined other intersection improvements, traffic control modifications, and/or safety measures to improve the operation of the intersection.

## 2. Existing Conditions

Existing transportation conditions in the vicinity of the intersection were documented based on field visits conducted by KLOA, Inc. in order to obtain a database for projecting future conditions. The following provides a description of the geographical location of the intersection, physical characteristics and operation of the intersection, the existing traffic volumes, and the intersection crash data.

### Study Intersection Location

The intersection of Clarendon Hills Road with 67<sup>th</sup> Street is located in the northeast quadrant of the City of Darien on the border with the Village of Willowbrook. The closest signalized intersections to the subject intersection are 63<sup>rd</sup> Street approximately 3,500 feet to the north, Plainfield Road approximately 3,500 feet to the south, IL 83 approximately 2,700 feet to the east, and Cass Avenue approximately one mile to the west. Land uses in the vicinity of the site are primarily residential and include multi-family housing to the north and east and single-family housing to the west and south. **Figure 1** shows an aerial of the study intersection and **Figure 2** shows the location of the intersection with respect to the area roadways.

### Existing Roadway System Characteristics

The intersection of Clarendon Hills Road with 67<sup>th</sup> Street is under the jurisdiction of the City of Darien. The characteristics of the existing roadways that form the subject intersection are described below.

*Clarendon Hills Road* is a north-south, major collector roadway that has one lane in each direction. At its unsignalized intersection with 67<sup>th</sup> Street, Clarendon Hills Road has an exclusive left-turn lane and a shared through/right-turn lane on both approaches. Clarendon Hills Road has a posted speed limit of 30 mph, carries an annual average daily traffic volume (AADT) of 8,450 vehicles (Illinois Department of Transportation [IDOT] 2016), and is under the jurisdiction of the City of Darien south of 67<sup>th</sup> Street and the Village of Willowbrook north of 67<sup>th</sup> Street.

*67<sup>th</sup> Street* is an east-west, minor collector that has one lane in each direction. At its unsignalized intersection with Clarendon Hills Road, 67<sup>th</sup> Street provides a shared left-turn/through/right-turn lane on the eastbound approach and an exclusive left-turn lane and a shared through/right-turn lane on the westbound approach. Both approaches are under stop sign control. 67<sup>th</sup> Street has a posted speed limit of 25 mph, carries an AADT of 2,400 vehicles (IDOT 2016), and is under the jurisdiction of the City of Darien west of Clarendon Hills Road and the Village of Willowbrook east of Clarendon Hills Road.

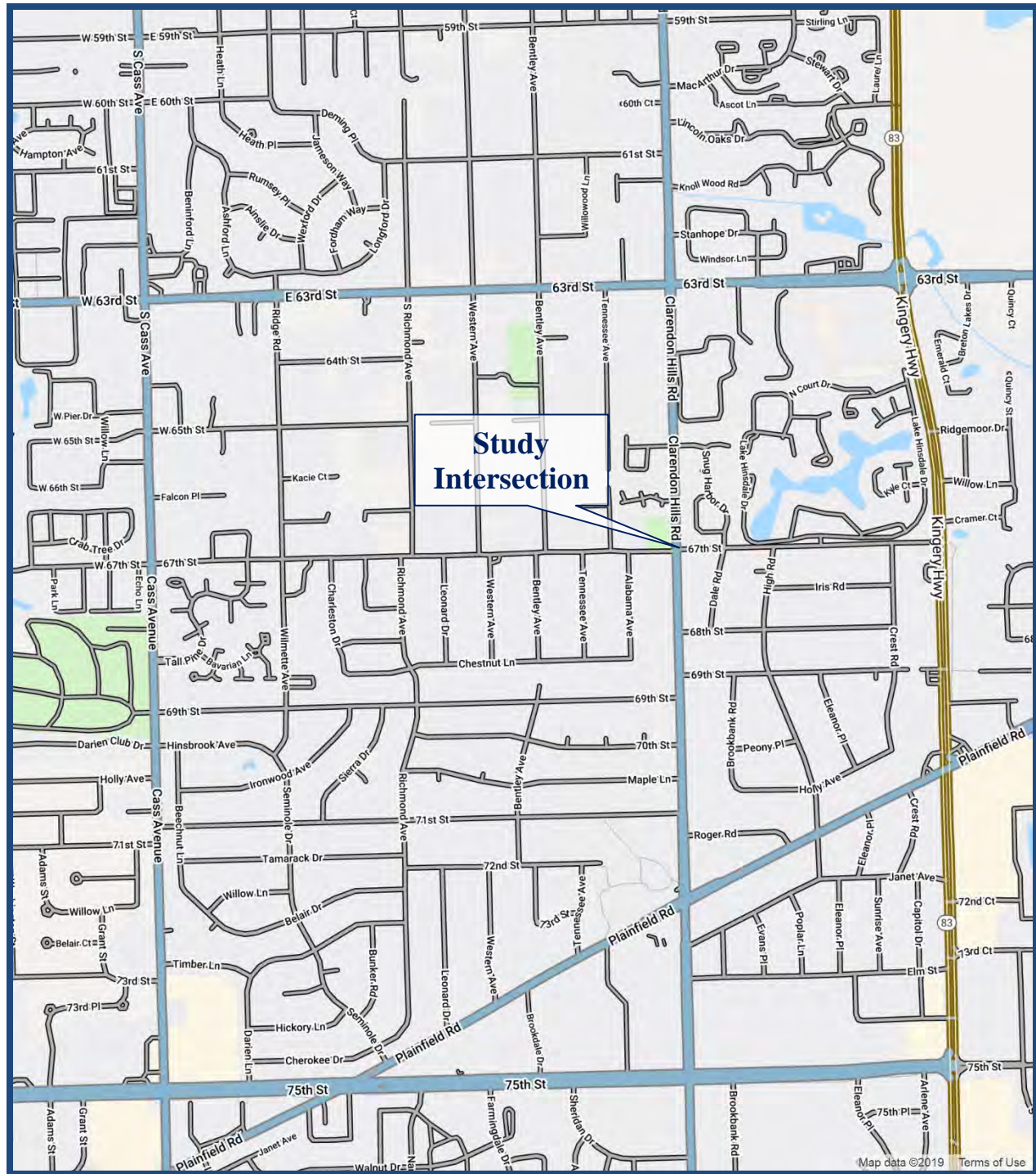




**Aerial View of Intersection**

**Figure 1**





### Figure 2

*Clarendon Hills Road and 67<sup>th</sup> Street  
Darien, Illinois*

## Intersection Enhancements and Safety /Measures

The following intersection enhancements and safety measures have been installed at the intersection in order to enhance its operation:

- Overhead street lights are located in the northwest and southeast corners of the intersection.
- Flashing stop signs are located on both approaches of 67<sup>th</sup> Street.
- Cross Traffic Does Not Stop warning signs are located below the stop signs on both approaches of 67<sup>th</sup> Street.
- A crosswalk is located on the east leg of 67<sup>th</sup> Street.

## Intersection Sight Distance

The sight distance from the 67<sup>th</sup> Street approaches is reduced due to the landscaping, utility poles, and fencing along Clarendon Hills Road in addition to the slight vertical curve along Clarendon Hills Road north of 67<sup>th</sup> Street. A *Policy on Geometric Design of Highways and Streets* (Green Book) published by the American Association of State Highway and Transportation Officials (AASHTO) indicates that, at a minimum, the location of a side road or access road must meet the minimum stopping sight distance requirements. According to the Green Book, the minimum stopping sight distance for a road with a 30 mph speed limit (35 mph design speed) is 250 feet.

Field inspection of the intersection shows that the sight distance for traffic along 67<sup>th</sup> Street when stopped at the stop bars is impaired, particularly for eastbound traffic looking north along Clarendon Hills Road. However, when traffic pulls up past the stop bar closer to the 67<sup>th</sup> Street edge of pavement, the 67<sup>th</sup> Street traffic has sufficient sight lines that meet and exceed the minimum stopping sight distance. It is important to note that it is common for traffic to have to pull up after stopping at the stop bar in order to improve sight lines. Pictures are included in the Appendix showing the sight lines for each 67<sup>th</sup> Street approach at both the stop bar and when pulling up past the stop bar.

## Crash Data

KLOA, Inc. obtained crash data<sup>1</sup> from IDOT and the City of Darien for the past five years (2014 to 2018) for the subject intersection. **Tables 1** and **2** provide summaries of the crash data. In addition, the City of Darien provided a comprehensive analysis of the crash history at the subject intersection, which is included in the Appendix.

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<sup>1</sup> IDOT DISCLAIMER: The motor vehicle crash data referenced herein was provided by the Illinois Department of Transportation. Any conclusions drawn from analysis of the aforementioned data are the sole responsibility of the data recipient(s). Additionally, for coding years 2015 to present, the Bureau of Data Collection uses the exact latitude/longitude supplied by the investigating law enforcement agency to locate crashes. Therefore, location data may vary in previous years since data prior to 2015 was physically located by bureau personnel.



Table 1

CLARENDON HILLS ROAD WITH 67<sup>TH</sup> STREET – CRASH TYPE

Year	Crash Type						Total
	Angle	Object	Rear End	Sideswipe	Turning	Other	
2014	4	0	0	0	0	0	4
2015	8	0	1	0	1	0	10
2016	4	0	1	0	0	0	5
2017	9	2	1	0	0	1	13
2018	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>9</u>
<b>Total</b>	<b>32</b>	<b>2</b>	<b>3</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>41</b>
<b>Average/Year</b>	<b>6.4</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>&lt;1.0</b>	<b>8.2</b>

Table 2

CLARENDON HILLS ROAD WITH 67<sup>TH</sup> STREET – CRASH SEVERITY

Year	Crash Severity			Total
	Property Damage Crash	Injury Crash	Fatality Crash	
2014	1	3	0	4
2015	7	3	0	10
2016	4	1	0	5
2017	8	4	1	13
2018	<u>6</u>	<u>3</u>	<u>0</u>	<u>9</u>
<b>Total</b>	<b>26</b>	<b>14</b>	<b>1</b>	<b>41</b>
<b>Average/Year</b>	<b>5.2</b>	<b>2.8</b>	<b>&lt;1.0</b>	<b>8.2</b>

The following summarizes the crash experience over the past five years:

- The intersection had a total of 41 crashes between 2014 and 2018, which averages to just over eight crashes per year.
- Of the 41 crashes, 14 of the crashes resulted in injuries and one crash resulted in a fatality. It should be noted that the fatal crash was a head-on collision with a driver that was under the influence of alcohol.
- 35 of the 41 crashes were either angle or turning crashes, which are the type of crashes that can be corrected by a traffic signal or multi-way stop sign control.

## IDOT Five Percent Crash Locations

IDOT reviews statewide crash data every other year to identify approximately five percent of all roadway locations and intersections within the State of Illinois with the greatest potential for safety improvement (PSI). The process identifies those locations and intersections experiencing a higher severity of crashes when compared to similar locations statewide based on the latest available crash data for a five-year period. The most recent Five Percent reports produced by IDOT were in 2014, which is based on crash data from 2008 through 2012, and 2017, which is based on crash data for 2011 through 2015. The Clarendon Hills Road/67<sup>th</sup> Street intersection was classified as a Five Percent location in 2017, but was not classified as a Five Percent location in 2014.

## Existing Traffic Volumes

In order to determine the volume of traffic traversing the intersection of Clarendon Hills Road with 67<sup>th</sup> Street, KLOA, Inc. conducted a 13-hour traffic count (6:00 A.M. to 7:00 P.M.) on Thursday, May 17, 2019. The hourly results of the traffic count are summarized in **Table 3**, which shows the individual movements for each intersection approach. The raw traffic count data is included in the Appendix. Based on a review of the traffic data, it was determined that the morning peak hour of traffic occurred from 7:30 to 8:30 A.M. and the evening peak hour of traffic occurred from 5:00 to 6:00 P.M. **Figure 3** illustrates the peak hour hourly traffic volumes as well as the existing roadway characteristics. It should be noted that the intersection of IL 83 with Plainfield Road was under construction when the traffic counts were conducted. As such, the volume of traffic traversing the intersection was likely higher than normal.

## Existing Intersection Operation

Analysis of the existing operation of the intersection of Clarendon Hills Road with 67<sup>th</sup> Street was performed for the weekday morning and weekday evening peak hours. The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6<sup>th</sup> Edition and analyzed using Synchro/SimTraffic 10 software.

The ability of an intersection to accommodate traffic flow is expressed in terms of level of service, which is assigned a letter from A to F based on the average control delay experienced by vehicles passing through the intersection. The *Highway Capacity Manual* definitions for levels of service and the corresponding control delay for signalized intersections and unsignalized intersections are shown in the Appendix.

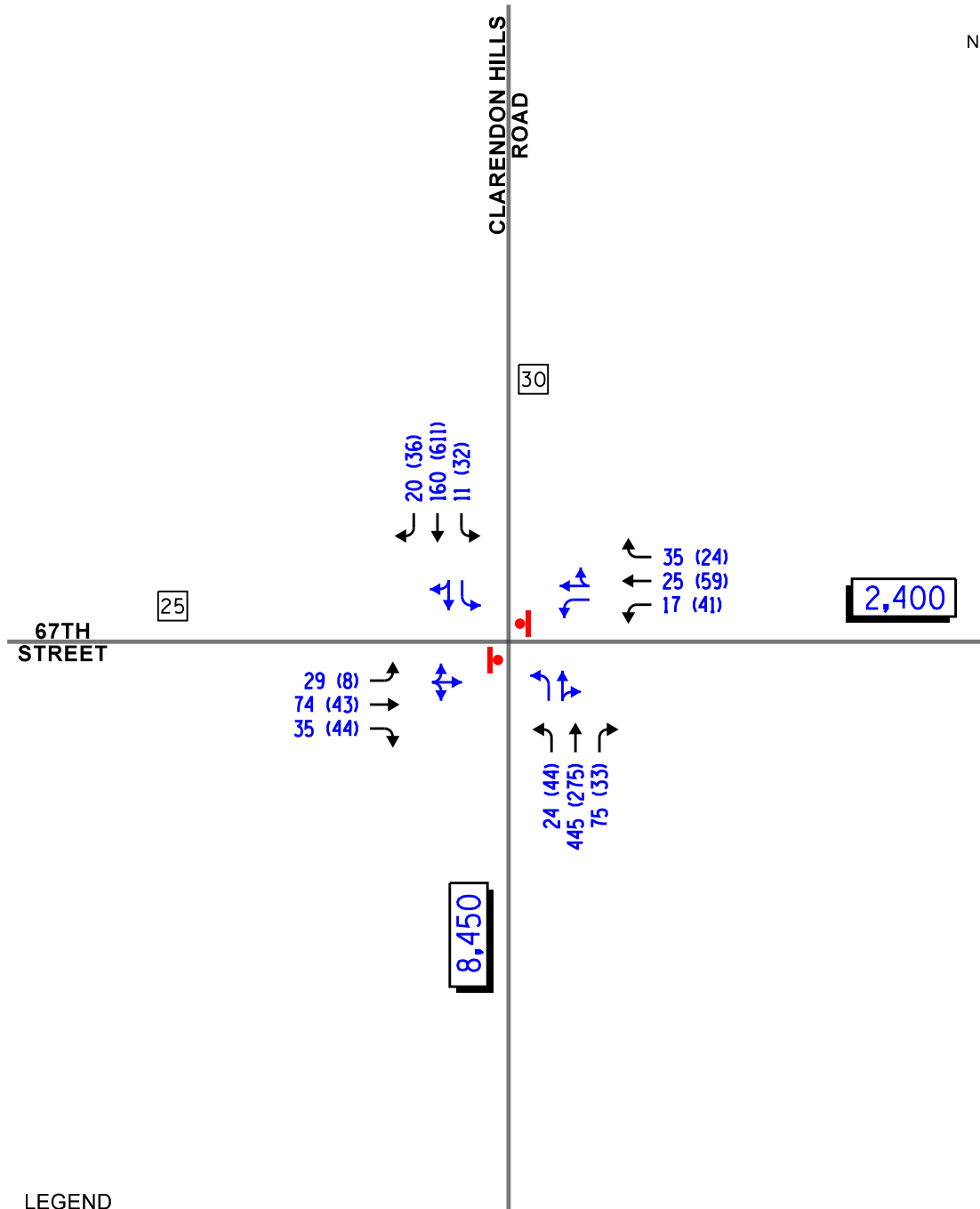
Summaries of the traffic analysis results showing the level of service and delay (measured in seconds) for the existing conditions are presented in **Table 4**. Summary sheets for the capacity analyses are included in the Appendix. From Table 4 it can be seen that all of the critical movements at the intersection are operating at Level of Service (LOS) D or better, except the westbound left-turn movement. During the evening peak hour, the left-turn movement is operating on the threshold between a LOS E and LOS F. This level of service is common for stop sign controlled movements or approaches along major collector and arterial roads such as Clarendon Hills Road. The 67<sup>th</sup> Street traffic is able to enter or cross Clarendon Hills Road. However, during the morning and evening peak periods, this movement experiences some additional delay. As such, the intersection has sufficient capacity to accommodate the existing traffic volumes.

Table 3  
CLARENDON HILLS ROAD WITH 67<sup>TH</sup> STREET  
TRAFFIC VOLUME SUMMARY - THURSDAY, MAY 17, 2019

Time	67 <sup>th</sup> Street Eastbound Approach			67 <sup>th</sup> Street Westbound Approach			Clarendon Hills Road Northbound Approach			Clarendon Hills Road Southbound Approach		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
6:00 AM	12	31	20	19	15	20	8	232	32	10	66	8
7:00 AM	16	61	33	18	24	28	21	370	74	7	172	16
8:00 AM	27	58	36	10	26	35	24	416	66	16	139	20
9:00 AM	8	38	29	18	26	33	17	221	30	23	146	14
10:00 AM	11	41	21	19	29	30	21	225	43	17	155	14
11:00 AM	15	39	18	17	29	23	21	196	40	20	195	18
12:00 PM	15	43	31	34	47	18	32	222	31	26	249	16
1:00 PM	5	29	23	26	35	27	22	200	21	20	178	15
2:00 PM	11	28	30	38	37	25	29	179	30	16	264	20
3:00 PM	15	43	41	54	44	27	38	271	38	28	466	34
4:00 PM	9	43	45	27	51	27	29	250	32	32	555	29
5:00 PM	8	43	44	41	59	24	44	275	33	32	611	36
6:00 PM	10	33	37	50	56	27	43	255	29	30	447	33
<b>Total</b>	162	530	408	371	478	344	349	3312	499	277	3643	273



NOT TO SCALE



#### LEGEND







-  - TRAVEL LANE
-  - STOP SIGN
-  - SPEED LIMIT
-  - AM PEAK HOUR (7:30-8:30 AM)
-  - PM PEAK HOUR (5:00-6:00 PM)
-  - AVERAGE DAILY TRAFFIC (ADT)

Table 4  
CAPACITY ANALYSIS - EXISTING CONDITIONS  
CLARENDON HILLS ROAD WITH 67<sup>TH</sup> STREET

Intersection	Weekday Morning Peak Hour 7:30-8:30 A.M.		Weekday Evening Peak Hour 5:00-6:00 P.M.	
	LOS	Delay	LOS	Delay
<b>Two-Way Stop Sign Control</b>				
• Northbound Left Turn	A	7.7	A	9.2
• Southbound Left Turn	A	8.7	A	8.0
• Eastbound Approach	C	21.9	D	31.8
• Westbound Left Turn	C	22.4	F	57.0
• Westbound Through/Right Turn	B	14.9	D	29.6

### 3. Traffic Signal Warrant Analysis

Typically, the installation of a traffic signal requires the satisfaction of one or more of the following nine warrants from the Federal Highway Administration's *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD), 2009. The satisfaction of one or more of the warrants does not in itself justify the installation of a traffic signal. A review of the intersection's physical characteristics and traffic conditions is also necessary to determine whether a traffic control signal installation is justified. It should be noted that due to the low volume of left-turn movements, the intersection was assumed to provide one lane on all approaches.

- Warrant 1 (A and B): Eight-Hour Vehicular Volume
- Warrant 2: Four-Hour Vehicular Volume
- Warrant 3: Peak Hour
- Warrant 4: Pedestrian Volume
- Warrant 5: School Crossing
- Warrant 6: Coordinated Signal System
- Warrant 7: Crash Experience
- Warrant 8: Roadway Network
- Warrant 9: Intersection Near a Railroad Grade Crossing

A description of each of the nine warrants is summarized below:

*Warrant 1 (Eight-Hour Vehicular Volume)* has three conditions: Condition A-Minimum Vehicular Volume, Condition B-Interruption of Continuous Traffic, or a combination of both Condition A and B. Condition A is intended for application where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. Condition B is intended for application where the traffic volume on a major street is so heavy the traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street. Warrant 1 Conditions A or B are satisfied when the traffic volumes for each of any eight hours of an average day are above a threshold value of minor street traffic, which varies depending on the major street traffic volume and the number of travel lanes on the major and minor streets. For this analysis, a minimum of 500 vehicles and 150 vehicles are needed for each hour on Clarendon Hills Road and 67<sup>th</sup> Street, respectively, for Warrant 1A. For Warrant 1B, a minimum of 750 vehicles and 75 vehicles are needed on Clarendon Hills Road and 67<sup>th</sup> Street, respectively. For the combination, both Condition A and Condition B need to be met 80 percent of the required volume for any eight hours of an average day.

*Warrant 2 (Four-Hour Vehicular Volume)* 2 is applied when the volume of intersecting traffic is the principal reason to consider installing a traffic signal. The warrant is satisfied when the traffic volumes for each of any four hours of an average day are above a threshold value of minor street traffic, which varies depending on the major street traffic volume and the number of travel lanes.

*Warrant 3 (Peak Hour)* is intended for application when traffic conditions are such that for a minimum of one hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street. As with Warrant 2, the threshold value of minor street traffic varies depending on the major street traffic volume and number of travel lanes. This signal warrant is primarily used in cases where a high volume of traffic is discharged over a short time.

*Warrant 4 (Pedestrian Volume)* is intended for application where the traffic volume on the major street is so heavy that pedestrians experience excessive delay in crossing the major street. The warrant is satisfied when the pedestrian volumes for each of any four hours of an average day are above a threshold value of major street traffic, which varies depending on the major street traffic volume and has a minimum value of 75 pedestrian crossings per hour. The warrant can also be satisfied when the pedestrian volumes for any one-hour period of an average day are above a threshold value of major street traffic, which also varies depending on the major street traffic volume and has a minimum value of 93 pedestrian crossings per hour. The volume thresholds can be reduced by 50 percent if the 15th-percentile crossing speed of pedestrians is less than 3.5 feet/second.

*Warrant 5 (School Crossing)* applies to locations where the fact that school children cross the major street is the principal reason to consider installing a traffic control signal. This warrant evaluates the number of adequate gaps in the traffic stream of the major street and has a threshold value of 20 student crossings during the highest hour. In addition, other remedial measures should be considered first, such as warning signs, flashers, school speed zones, and school crossing guards.

*Warrant 6 (Coordinated Signal System)* applies when the upstream traffic control signals do not provide the necessary degree of vehicle platooning, but the proposed signal in combination with the upstream signal will collectively provide a progressive operation.

*Warrant 7 (Crash Experience)* is applicable where the severity and frequency of traffic crashes are susceptible to correction by the presence of a traffic signal. The warrant is satisfied when five or more crashes have occurred within a 12-month period and specific traffic or pedestrian volume threshold values are exceeded for the major and minor streets.

*Warrant 8 (Roadway Network)* states that installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network. It is intended to be applied to the intersection of two major through routes in a city.

*Warrant 9 (Intersection Near a Railroad Grade Crossing)* is intended for use at a location where none of the conditions described in the other eight warrants are met, but the proximity of a grade crossing to an intersection controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal. There are two criteria for this warrant, one related to the distance between the grade crossing and the intersection, and the other related to the volume of traffic on the intersecting roadways.

## Traffic Signal Warrant Analysis

A traffic signal warrant analysis was performed for the Clarendon Hills Road with 67<sup>th</sup> Street intersection to determine if the existing traffic conditions warrant the installation of a traffic signal. Of the nine warrants that can be applied in establishing the justification for a traffic signal, only the following five warrants were considered for this analysis:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 7, Crash Experience

The other four warrants were not considered as the intersection is not a primary school crossing (Warrant 5) or part of a coordinated traffic signal system (Warrant 6), does not consist of two major through routes (Warrant 8), and is not located near a railroad crossing (Warrant 9).

### Evaluation of Warrants 1, 2, and 3 - Intersection Traffic Volumes

**Table 5** summarizes the hourly and peak hour traffic volumes traversing the intersection of Clarendon Hills Road and 67<sup>th</sup> Street (refer to Table 3) for the 13-hour traffic count performed on May 17, 2019. The table also highlights which hours of the day satisfy the minimum volume threshold for Warrant 1A, Warrant 1B, combination of Warrant 1A/1B, Warrant 2, and Warrant 3. The Warrants computer program was used to evaluate the existing traffic volumes to determine if they satisfy any of the three traffic volume warrants.

The following and Table 2 summarize the results of the evaluation of the existing traffic volumes:

- Warrant 1A: None of the hourly volumes satisfy the minimum volumes when eight hours are required.
- Warrant 1B: Only four hours satisfy the minimum volumes when eight hours are required.
- Combination of Warrants 1A/1B: Only four hours satisfy the minimum volumes when eight hours are required.
- Warrant 2: Only one hour satisfies the minimum volumes when four hours are required.
- Warrant 3: None of the hourly volumes satisfy the minimum volumes when one hour is required.

Therefore, the existing traffic volumes do not satisfy Warrant 1, Warrant 2, or Warrant 3. The existing traffic volumes are closest to satisfying Warrant 1B where four of eight hours are met.



Table 5

VOLUME WARRANT SUMMARY - CLARENDON HILLS ROAD AND 67<sup>TH</sup> STREET

Hour	Clarendon Hills Road (Major)	67 <sup>th</sup> Street Eastbound (Minor)	67 <sup>th</sup> Street Westbound (Minor)	Signal Warrants					
				Warrant 1				Warrant 2 (4-Hour)	Warrant 3 (1-Hour)
				Warrant 1A (8-Hour)	Warrant 1B (8-Hour)	Combination			
						1A 80%	1B 80%		
6:00 to 7:00 AM	356	63	54	No	No	No	No	No	No
7:00 to 8:00 AM	660	110	70	No	No	No	Yes	No	No
8:00 to 9:00 AM	681	121	71	No	No	Yes	Yes	No	No
9:00 to 10:00 AM	451	75	77	No	No	No	No	No	No
10:00 to 11:00 AM	475	73	78	No	No	No	No	No	No
11:00 AM to 12:00 PM	490	72	69	No	No	No	No	No	No
12:00 to 1:00 PM	576	89	99	No	No	No	No	No	No
1:00 to 2:00 PM	456	57	88	No	No	No	No	No	No
2:00 to 3:00 PM	538	69	100	No	No	No	No	No	No
3:00 to 4:00 PM	875	99	125	No	Yes	Yes	Yes	No	No
4:00 to 5:00 PM	927	97	105	No	Yes	No	Yes	No	No
5:00 to 6:00 PM	1031	95	124	No	Yes	Yes	Yes	Yes	No
6:00 to 7:00 PM	837	80	133	No	Yes	Yes	Yes	No	No
Total Hours Met:				0	4	4	6	1	0
Required Hours:				8	8	8	8	4	1
Warrant Satisfied:				No	No	No		No	No

## Evaluation of Warrant 4 - Intersection Pedestrian Volumes

The intersection had a total of 30 pedestrians during the 13-hour count. As such, given the low pedestrian activity, this intersection does not satisfy Warrant 4.

## Evaluation of Warrant 7 – Crash Experience

Per the MUTCD, the following indicates the requirements to meet Warrant 7 – Crash Experience:

*The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:*

- A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and*
- B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and*
- C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.*

The following evaluates each of the three criteria required to satisfy Warrant 7.

**Criteria A** requires that adequate trial of alternative measures at the intersection has failed to reduce the crash frequency. The MUTCD provides the following guidance as to alternatives to traffic signal control.

*Since vehicle delay and the frequency of some types of crashes are sometimes greater under traffic signal control than under stop sign control, consideration should be given to providing alternatives to traffic control signals even if one or more of the signal warrants have been satisfied.*

**Table 6** lists 13 potential alternative measures to traffic signal control as outlined in the MUTCD and whether the alternatives have been implemented or considered at the intersection. It is important to note that the MUTCD indicates that the alternatives are not limited to those shown in Table 6.

Table 6

## ALTERNATIVE MEASURES TO BE CONSIDERED BEFORE INSTALLING A TRAFFIC SIGNAL

Measure	Currently Installed	Comments
Installing signs along the major street to warn road users approaching the intersection	No	
Relocating the stop line(s) and making other changes to improve the sight distance at the intersection	No	
Installing measures designed to reduce speeds on the approaches	No	
Installing a flashing beacon at the intersection to supplement STOP control	Yes	Flashing STOP signs located on 67 <sup>th</sup> Street
Installing flashing beacons on warning signs in advance of a STOP sign controlled intersection on major- and/or minor-street approaches	No	
Adding one or more lanes on a minor-street approach to reduce the number of vehicles per lane on the approach	Yes	Westbound approach provides separate left-turn lane
Revising the geometrics at the intersection to channelize vehicular movements and reduce the time required for a vehicle to complete a movement, which could also assist pedestrians	No	
Revising the geometrics at the intersection to add pedestrian median refuge islands and/or curb extensions	N.A.	Intersection has minimal pedestrian activity
Installing roadway lighting if a disproportionate number of crashes occur at night	Yes	Overhead streetlights are located in NW and SE corners of the intersection
Restricting one or more turning movements, perhaps on a time-of-day basis, if alternate routes are available	No	
If the warrant is satisfied, installing multi-way STOP sign control	No	As discussed later, traffic volumes do not warrant all-way STOP sign control
Installing a pedestrian hybrid beacon (see Chapter 4F) or In-Roadway Warning Lights (see Chapter 4N) if pedestrian safety is the major concern	N.A.	Intersection has minimal pedestrian activity
Installing a roundabout	No	Not feasible given right-of-way constraints
Employing other alternatives, depending on conditions at the intersection	No	

Table 6 shows that only several of the alternative measures have been implemented at the intersection. The following lists other alternative measures that could be implemented to enhance the operation and safety of the intersection:

- Trim the trees along the intersection's right-of-way and, if possible, along private properties adjacent to the intersection to improve the sight lines for the 67<sup>th</sup> Street traffic.
- Relocate the stop bar on the eastbound approach of 67<sup>th</sup> Street several feet east in order to improve the sight lines for the eastbound 67<sup>th</sup> Street traffic.
- Install Cross Road (MUTCD W2 -1) warning signs with an advance street name plaque on Clarendon Hills Road both north and south of the 67<sup>th</sup> Street to indicate the presence of the intersection and the possibility of turning or entering traffic.
- Consideration should be given to (1) installing the warning signs on both sides of the road both north and south of the intersection and (2) to installing warning beacons on the warning signs to further emphasis the Cross Road warning signs.
- Install additional speed limit signs and/or radar speed feedback signs on Clarendon Hills Road both north and south of the intersection to further remind motorists of the posted speed limit through the intersection.
- Widen the eastbound approach of 67<sup>th</sup> Street to provide a westbound lane and an eastbound separate left-turn lane and a shared through/right-turn lane similar to the westbound approach of 67<sup>th</sup> Street. The addition of the left-turn lane will enhance the capacity of the 67<sup>th</sup> Street approach, reduce the number of vehicles per lane, and provide for a safer intersection by aligning the through lanes and left-turn lanes opposite one another.

Since only several of the alternative measures have been implemented, the intersection most likely is on the threshold between satisfying and not satisfying the criteria.

*Criteria B* is satisfied when five or more crashes have occurred within a 12-month period that can be corrected by a traffic signal. As Table 1 shows, the intersection has had five or more angle and turning crashes, which can often be prevented with the provision of a traffic signal, in 2015, 2017 and 2018. Further, the intersection was identified by IDOT as a Five Percent location in 2017. As such, the intersection crash experience does satisfy Criteria B of Warrant 7.

*Criteria C* requires that the intersection meet minimum traffic or pedestrian volumes. The minimum volumes required are the same for the Combination of Warrant 1A and Warrant 1B. As discussed previously and shown in Table 5, the existing traffic volumes only meet the minimum volumes for the Combination of Warrant 1A and Warrant 1B for four hours when eight hours are required. Further, due to the very low pedestrian activity, the existing pedestrian volumes are not met. As such, the traffic volumes at the intersection do not satisfy Criteria C of Warrant 7.

While the existing intersection conditions satisfies Criteria B, the existing traffic volumes do not satisfy Criteria C and Criteria A is generally on the threshold between satisfying and not satisfying the criteria. As such, the intersection does not satisfy all three criteria of Warrant 7.

## Traffic Signal Warrant Findings

The results of the traffic signal warrant study have shown that the intersection does not currently satisfy any of the traffic volume warrants (Warrants 1, 2, and 3), the pedestrian volume warrant (Warrant 4), or the crash experience warrant (Warrant 7). However, it is important to note that the intersection does satisfy Criteria B of Warrant 7 given the existing crash experience at the intersection. Further, satisfying one or more of the traffic signal warrants is only classified as a Guidance Statement in the MUTCD. The MUTCD defines a Guidance Statement as “*a statement of recommendation, but not mandatory, practice in typical situations, with deviations allowed if engineering judgment or engineering study indicates the deviation to be appropriate.*” As such, while the intersection currently does not satisfy any of the traffic signal warrants, the City can install a traffic signal if, in their judgment, they deem it appropriate.

If a traffic signal is installed at this intersection, consideration should be given to installing the following geometric improvements and/or safety measures:

- The widening of the eastbound approach of 67<sup>th</sup> Street to provide a separate left-turn lane so that the eastbound and westbound approaches mirror each other. In addition to increasing the capacity of the intersection, the widening of the approach will provide for a safer condition as the 67<sup>th</sup> Street through lanes and the left-turn lanes will be aligned opposite one another.
- The installation of Traffic Signal Ahead (MUTCD W3-3) warning signs on Clarendon Hills Road north and south of the intersection with or without flashing beacons.

Further, it should be noted that additional right-of-way may need to be acquired in order to accommodate the traffic signal equipment and/or the widening of the 67<sup>th</sup> Street eastbound approach.

## 4. Multi-Way Stop Sign Control Evaluation

This section evaluates if the intersection of Clarendon Hills Road and 67<sup>th</sup> Street meets the multi-way stop sign control criteria and also examines how the intersection will operate under multi-way stop sign control.

### MUTCD Multi-Way Stop Sign Control Criteria

The MUTCD indicates that multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Per the MUTCD, the following criteria should be considered in an engineering study for a multi-way STOP sign installation:

- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- C. *Minimum volumes:*
  - 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
  - 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
  - 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

*Other criteria that may be considered in an engineering study include:*

- A. The need to control left-turn conflicts;*
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

## MUTCD Criteria Evaluation

The following evaluates the criteria required to satisfy the installation of multi-way stop sign control.

*Criteria A:* Criteria A does not apply to this intersection.

*Criteria B:* As discussed in Chapter 3, the intersection has experienced more than five angled and and/or turning crashes in 2015, 2017, and 2018. Further, the intersection was identified by IDOT as a Five Percent location in 2017. As such, the crash experience at this intersection satisfies Criteria B.

*Criteria C:* The existing traffic volumes on 67<sup>th</sup> Street do not satisfy the minimum traffic volumes and, as such, the intersection does not satisfy Criteria C.

*Criteria D:* Even with a 30 percent reduction, the existing traffic volumes on 67<sup>th</sup> Street do not satisfy the minimum traffic volume and, as such, the intersection does not satisfy Criteria D.

*Other Criteria:* Criteria A, B and D of the other criteria to consider do not apply to this intersection. However, as indicated in Chapter 2, the sight distance along Clarendon Hills Road is impaired, particularly for eastbound traffic looking north along Clarendon Hills Road. However, when traffic pulls up past the stop bar closer to the 67<sup>th</sup> Street edge of pavement, the 67<sup>th</sup> Street traffic has sufficient sight lines that meet and exceed the minimum stopping sight distance.

*Traffic Volume:* The MUTCD states multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal. Based on IDOT data, Clarendon Hills Road has an average daily traffic volume of approximately 8,450 vehicles and 67<sup>th</sup> Street has an average daily traffic of 2,400 vehicles. Further, during the critical peak periods, the Clarendon Hills Road traffic is three to five times higher than the 67<sup>th</sup> Street traffic. As such, the traffic volumes along the two streets are not similar.

Therefore, the intersection only meets one of the various criteria required for multi-way stop sign control.



## Multi-Way Traffic Control Operational Evaluation

Analysis of the projected operation of the intersection of Clarendon Hills Road with 67<sup>th</sup> Street under multi-way stop sign control was performed for the weekday morning and weekday evening peak hours. The traffic analyses were performed using the methodologies outlined in the Transportation Research Board's *Highway Capacity Manual (HCM)*, 6<sup>th</sup> Edition and analyzed using Synchro/SimTraffic 10 software. Summaries of the traffic analysis results showing the level of service and delay (measured in seconds) for the existing conditions are presented in **Table 7**. Summary sheets for the capacity analyses are included in the Appendix.

Table 7  
CAPACITY ANALYSIS RESULTS  
EXISTING VOLUMES WITH MULTI-WAY STOP SIGN CONTROL  
CLARENDON HILLS ROAD WITH 67<sup>TH</sup> STREET

Intersection	Weekday Morning Peak Hour 7:30-8:30 A.M.		Weekday Evening Peak Hour 5:00-6:00 P.M.	
	LOS	Delay	LOS	Delay
<b>Multi-Way Stop Sign Control</b>				
• Intersection	C	21.0	F	58.6
• Northbound Left Turn	A	9.2	B	10.3
• Northbound Through/Right Turn	D	28.9	C	16.9
• Southbound Left Turn	A	9.5	A	9.6
• Southbound Through/Right Turn	B	11.6	F	99.7
• Eastbound Approach	B	12.2	B	12.7
• Westbound Left Turn	B	10.5	B	12.0
• Westbound Through/Right Turn	B	10.2	B	12.0
LOS = Level of Service Delay is measured in seconds.				

Assuming multi-way stop sign control, the overall intersection is projected to operate at LOS C during the weekday morning peak hour and LOS F during the evening peak hour. All of the movements are projected to operate at a good level of service, except the southbound through/right-turn movement. During the evening peak hour this movement is projected to operate at a LOS F with long delays and queues. This is due in part to the fact that the southbound through/right-turn movement has a total of 647 vehicles during the evening peak hour.



## Multi-Way Stop Sign Control Findings

The results of the evaluation have shown that the intersection currently satisfies only one of the criteria for the installation of multi-way stop sign control. Further, the traffic volumes are significantly higher along Clarendon Hills Road compared to 67<sup>th</sup> Street, which does not meet the general requirement that the traffic volumes on the two roads be similar at multi-way stop sign controlled intersections. In addition, the capacity analyses have shown that the intersection and the southbound through/right-turn movement are projected to operate at a LOS F during the evening peak hour. However, it is important to note that the intersection does satisfy Criteria B given the existing crash experience at the intersection. Further, the MUTCD indicates that the criteria should be considered and is only classified as a Guidance Statement. The MUTCD defines a Guidance Statement as “*a statement of recommendation, but not mandatory, practice in typical situations, with deviations allowed if engineering judgment or engineering study indicates the deviation to be appropriate.*” As such, while the intersection currently does not satisfy any of the criteria, the City has the authority to install a multi-way stop sign control at the intersection if, in their judgment, they deem it appropriate.

It should be noted that due to the volume of traffic on Clarendon Hills Road and the vertical curve along the road north of 67<sup>th</sup> Street, multi-way stop sign control may result in additional crashes along Clarendon Hills Road. If multi-way stop sign control is to be installed at the intersection, Stop Ahead (MUTCD W3-1) warning signs should be installed on Clarendon Hills Road north and south of the intersection with consideration given to a flashing beacon on the signs. In addition, consideration should be given to installing flashing stop signs on the Clarendon Hills Road approaches similar to those provided on the 67<sup>th</sup> Street approaches. Further, consideration should be given to widening the eastbound approach of 67<sup>th</sup> Street to provide a separate left-turn lane.

## 5. Summary of Alternative Options and Conceptual Level Opinion of Costs

The following lists the various alternative options to enhance the operation and safety of the intersection based on the traffic analyses:

- Maintain the existing two-way stop sign control and install one or more of the following intersection geometric improvements and/or safety measures:
  - Trim the trees along the intersection's right-of-way and, if possible, along the private properties adjacent to the intersection.
  - Relocate the stop bar on the eastbound approach of 67<sup>th</sup> Street.
  - Install Cross Road (MUTCD W2 -1) warning signs with an advance street name plaque on Clarendon Hills Road.
  - Install Cross Road warning signs on both sides of the road both north and south of the intersection.
  - Install warning beacons on the warning signs.
  - Install speed limits signs and/or radar speed feedback signs on Clarendon Hills Road both north and south of the intersection.
  - Widen the eastbound approach of 67<sup>th</sup> Street to provide a westbound lane and an eastbound separate left-turn lane and a shared through/right-turn lane.
- Install multi-way stop sign control at the intersection with the appropriate warning signs. It should be noted that the existing intersection only satisfies one of the MUTCD criteria for multi-way stop sign control. Consideration should be given to widening the eastbound approach of 67<sup>th</sup> Street to provide a separate left-turn lane.
- Install a traffic signal at the intersection with the appropriate warning signs. It should be noted that the intersection does not currently satisfy any of the MUTCD warrants for traffic signal control. Further, with the installation of a traffic signal, the eastbound approach of 67<sup>th</sup> Street should be widened to provide a separate left-turn lane similar to the cross section of the westbound approach of 67<sup>th</sup> Street.

**Table 8** lists the conceptual level opinion of costs for the various alternative options and indicates if the alternative options satisfy the MUTCD criteria and/or warrants. It should be noted that the conceptual level opinion of costs does not include the costs for surveying, preliminary or final design, or construction observation. If the City wishes to move forward with the widening of the eastbound approach of 67<sup>th</sup> Street and/or the installation of a traffic signal, a preliminary engineering design should be prepared and the right of way surveyed so that the scope of construction can be defined and concept level costs can be refined for project budgeting.

Table 8  
INTERSECTION ALTERNATIVE OPTIONS  
CONCEPTUAL COST ESTIMATES

Alternative Options	Meets MUTCD Criteria/Warrants	Cost Estimates
<b>Geometric and Safety Improvements</b>	<b>N.A.</b>	
• Improve sight lines (trim the trees)		Less than \$1,000
• Relocate stop bar		Less than \$1,000
• Install Cross Road (W2 -1) warning signs with or without warning beacons		Less than \$5,000
• Install speed limit signs and/or radar speed feedback signs		Less than \$10,000
• Widen eastbound approach of 67 <sup>th</sup> Street		\$375,000 to \$425,000
<b>Install Multi-Way Stop Sign Control</b>	<b>Satisfies One of the Criteria</b>	
• Install stop sign and warning signs		Less than \$500
• Widen eastbound approach of 67 <sup>th</sup> Street		\$375,000 to \$425,000
<b>Install Traffic Signal Control</b>	<b>NO</b>	
• Install traffic signal and warning signs		\$200,000 to \$250,000
• Widen eastbound approach of 67 <sup>th</sup> Street		\$375,000 to \$425,000

# Appendix

Intersection Photos  
City of Darien Police Department Crash  
Evaluation  
Traffic Count Summary Sheets  
Level of Service Table  
Two-Way Stop Control Capacity  
Analysis Summary Sheets  
Multi-Way Stop Control Capacity  
Analysis Summary Sheets

## Intersection Photos



**Westbound 67<sup>th</sup> Street Looking North at Stop Bar**



**Westbound 67<sup>th</sup> Street Looking North at Edge of Road**





**Westbound 67<sup>th</sup> Street Looking South at Stop Bar**



**Westbound 67<sup>th</sup> Street Looking South at Edge of Road**





**Eastbound 67<sup>th</sup> Street Looking North at Stop Bar**



**Eastbound 67<sup>th</sup> Street Looking North at Edge of Road**





**Eastbound 67<sup>th</sup> Street Looking South at Stop Bar**



**Eastbound 67<sup>th</sup> Street Looking South at Edge of Road**

# City of Darien Police Department Crash Evaluation

# Accident Data

## Clarendon Hills Road & 67<sup>th</sup> Street

2014 to 2018 (Complete Years)  
2019 (January through 03/13)

From January 2014 through March 2019 there have been a total of 29 crashes that have occurred. For this purpose I have discounted cases of head-on (1), rear-end (5) and fixed object (2) crashes as these have nothing to do with traffic control devices and we wouldn't want data from those accidents tainting the analysis. Traffic control devices may add to left turn accidents and rear-end accidents. The head-on accident was the result of an intoxicated driver and no traffic control devices will have prevented that accident. That leaves 21 accidents over 63 months.

The intersection currently has two through north south lanes on Clarendon Hills Road and a left turn lane for both north and southbound traffic. Westbound traffic on 67<sup>th</sup> Street has a through lane and a left turn lane. Eastbound traffic has a through lane no left turn lane.

Sight lines are good. Eastbound 67<sup>th</sup> Street looking north a driver has "limited" vision (200 feet). Once the driver has stopped at the stop line and pulls forward s/he can see for 400 feet before making a decision to enter the intersection. Traffic in all directions is 30 miles per hour.

There are flashing lights on the stop signs to draw attention to the stop sign. There are warning signs posted x feet prior to the intersection. There are warning signs that cross traffic does not have a stop.

Vegetation and other sight line blockers were not observed.





Crashes by Year

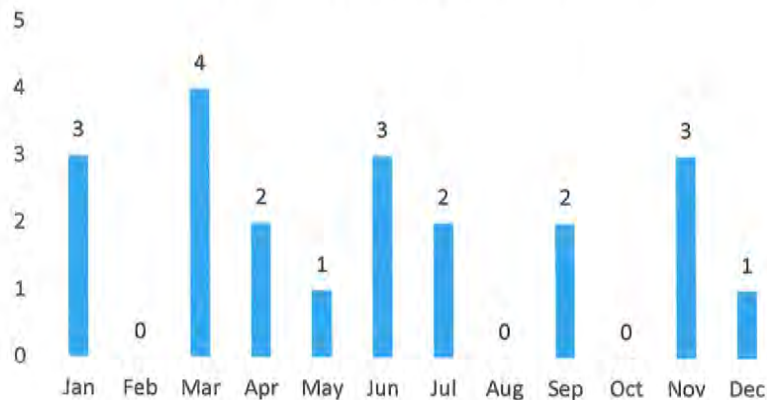


Crashes by year indicates a spike in 2017 and though dropped in 2018 was still higher than previous years. Not sure what would have happened in 2017 that created a sharp increase possibly a traffic reroute, etc. may cause this type of a spike.

It was determined that Route 83 was under construction for a part of 2017 and 2018. Without more examination it is hard to

state that there was an increased volume of traffic that accounted for an increase in the number of crashes. A check of other intersections along Clarendon Hills Road may reveal something.

Crashes by Month of the Year



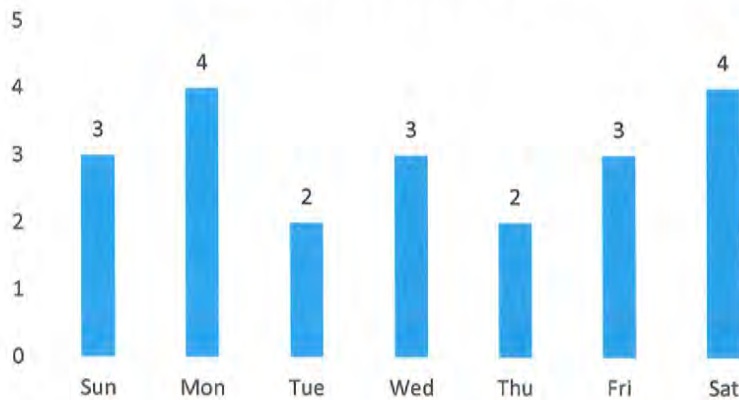
Crashes by the month doesn't indicate that there is a seasonality to the crashes. For example, winter months do not show a dramatic increase over summer months.

Crashes by Hour of the Day



There is an interesting spike at the late afternoon, early evening hours. Possibly due to increase traffic for rush hour, school dismissal, or other cause.

Crashes by Day of the Week



The day of week is also inconsequential, though Fridays are higher than the rest of the days.

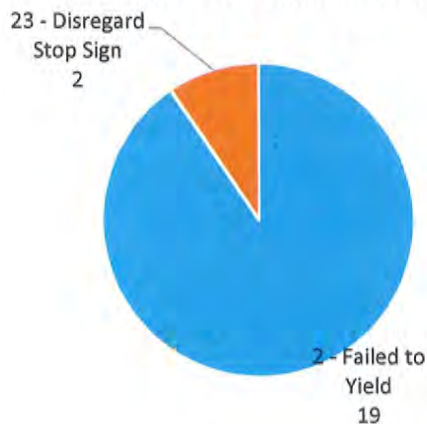
Crashes by Injury Type



Having a fatal is bad, but the cause of that accident had nothing to do with the roadway or car it was an intoxicated driver. Thus no change to the roadway or vehicle would have prevented the crash from occurring.

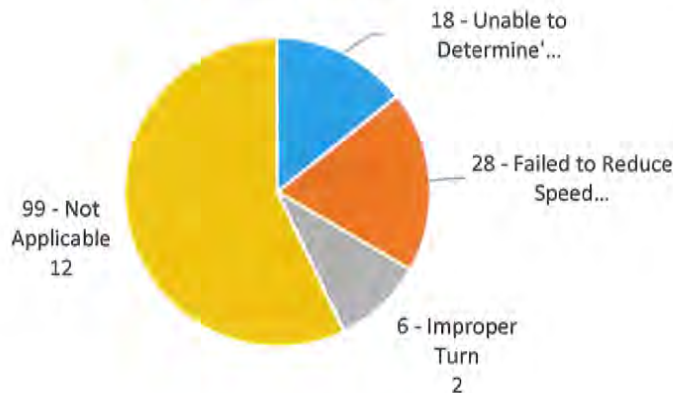
Most of the crashes did not result in an injury in fact only three had some type of visible injury.

Crashes by Primary Cause



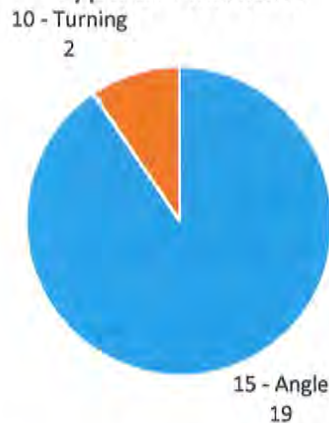
The primary cause appears to be failure to yield right-of-way. Followed distantly by disregarding stop sign. Both of these violations are in reality the same. For example, if the officer cannot prove (at-fault driver statement, witness statements or prima facie evidence) the driver failed to stop they will typically write the failed to yield.

### Secondary Cause



The most frequently occurring secondary cause is failure to reduce speed to avoid an accident (4). Improper turn is also identified.

### Type of Accident



The most frequent type of crash is the angle collision. This coincides with the primary cause data of Failure to Yield Right-Of-Way in that someone failed to stop for the stop sign (3 occurrences) or stopped and proceeded through the intersection when not safe to do so (14 occurrences). Next most frequent is the rear-end collision. Highly unlikely a traffic control device will solve this type of crash. In fact a

traffic control device may increase rear-end collisions as some drivers try to make the light and others stop on yellow.

Cass Ave	75th ST	191
75th ST	Plainfield Rd	125
Cass Ave	Plainfield Rd	109
Lemont Rd	87th ST	104
Lemont Rd	83rd ST	97
Plainfield Rd	Clarendon Hills Rd	64
Cass Ave	Frontage Rd	61
Lemont Rd	Cheese Rd	33
Lemont Rd	103rd ST	33

Above chart simply shows other accident locations during the same time frame to give some context to frequency of accidents.

# Traffic Count Summary Sheets

Study Name Clarendon Hills Rd with 67th St  
Start Date Thursday, May 16, 2019 6:00 AM  
End Date Thursday, May 16, 2019 7:00 PM  
Site Code

## Road Volumes

TMV	Movement				Eastbound To	Westbound	Westbound To	Northbound	Northbound To	Southbound	Southbound To	Grand Total									
	Interval	Eastbound	L	T									R	U	L	T	R	U	L	T	R
5/16/2019 6:00	0	3	4	3	10	0	0	4	3	7	0	3	32	7	42	0	1	14	1	16	75
5/16/2019 6:15	0	6	3	7	16	0	0	2	9	11	0	2	62	7	71	0	5	10	2	17	115
5/16/2019 6:30	0	0	13	3	16	0	5	4	4	13	0	2	64	9	75	0	0	22	2	24	128
5/16/2019 6:45	0	3	11	7	21	0	14	5	4	23	0	1	74	9	84	0	4	20	3	27	155
5/16/2019 7:00	0	4	15	4	23	0	4	3	5	12	0	3	74	13	90	0	2	30	1	33	158
5/16/2019 7:15	0	3	12	7	22	0	4	9	9	22	0	4	88	24	116	0	2	51	7	60	220
5/16/2019 7:30	0	4	15	8	27	0	4	7	5	16	0	4	96	21	121	0	1	54	3	58	222
5/16/2019 7:45	0	5	19	14	38	0	6	5	9	20	0	10	112	16	138	0	2	37	5	44	240
5/16/2019 8:00	0	7	18	3	28	0	3	9	12	24	0	3	124	23	150	0	3	39	3	45	247
5/16/2019 8:15	0	13	22	10	45	0	4	4	9	17	0	7	113	15	135	0	5	30	9	44	241
5/16/2019 8:30	0	3	8	8	19	0	3	5	7	15	0	8	103	11	122	0	4	41	3	48	204
5/16/2019 8:45	0	4	10	15	29	0	0	8	7	15	0	6	76	17	99	0	4	29	5	38	181
5/16/2019 9:00	0	1	14	4	19	0	7	5	13	25	0	3	47	12	62	0	10	36	4	50	156
5/16/2019 9:15	0	2	9	7	18	0	3	7	6	16	0	2	61	4	67	0	3	40	3	46	147
5/16/2019 9:30	0	3	8	9	20	0	2	6	5	13	0	7	50	8	65	0	5	35	3	43	141
5/16/2019 9:45	0	2	7	9	18	0	6	8	9	23	0	5	63	6	74	0	5	35	4	44	159
5/16/2019 10:00	0	0	12	2	14	0	3	11	12	26	0	3	58	10	71	0	5	32	3	40	151
5/16/2019 10:15	0	4	4	6	14	0	6	6	4	16	0	8	52	10	70	0	6	35	3	44	144
5/16/2019 10:30	0	5	11	9	25	0	7	5	10	22	0	3	55	14	72	0	4	49	3	56	175
5/16/2019 10:45	0	2	14	4	20	0	3	7	4	14	0	7	60	9	76	0	2	39	5	46	156
5/16/2019 11:00	0	6	8	1	15	0	4	6	6	16	0	4	44	9	57	0	5	50	4	59	147
5/16/2019 11:15	0	1	10	3	14	0	1	7	4	12	1	6	50	12	69	0	5	46	3	54	149
5/16/2019 11:30	0	4	10	7	21	0	4	7	9	20	0	4	46	12	62	0	5	48	5	58	161
5/16/2019 11:45	0	4	11	7	22	0	8	9	4	21	0	6	56	7	69	0	5	51	6	62	174
5/16/2019 12:00	0	6	16	11	33	0	5	13	10	28	0	6	60	7	73	0	8	74	4	86	220
5/16/2019 12:15	0	4	10	7	21	0	7	11	6	24	0	12	61	12	85	0	4	53	6	63	193
5/16/2019 12:30	0	3	11	11	25	0	13	9	1	23	0	8	49	6	63	0	8	58	2	68	179
5/16/2019 12:45	0	2	6	2	10	0	9	14	1	24	0	6	52	6	64	0	6	64	4	74	172
5/16/2019 13:00	0	2	5	7	14	0	5	10	6	21	0	9	39	4	52	0	7	45	1	53	140
5/16/2019 13:15	0	0	12	5	17	0	4	5	5	14	1	5	59	5	70	0	6	48	3	57	158
5/16/2019 13:30	0	1	6	3	10	0	7	7	4	18	0	2	40	8	50	0	2	29	6	37	115
5/16/2019 13:45	0	2	6	8	16	0	10	13	12	35	0	5	62	4	71	0	5	56	5	66	188
5/16/2019 14:00	0	3	6	4	13	0	19	11	3	33	0	8	42	10	60	0	3	62	4	69	175
5/16/2019 14:15	0	2	5	6	13	0	6	11	6	23	0	9	46	9	64	0	2	67	4	73	173
5/16/2019 14:30	0	4	10	9	23	0	7	10	11	28	0	7	40	7	54	0	6	59	9	74	179
5/16/2019 14:45	0	2	7	11	20	0	6	5	5	16	0	5	51	4	60	0	5	76	3	84	180
5/16/2019 15:00	0	4	8	14	26	0	14	10	7	31	0	5	57	6	68	0	5	99	7	111	236
5/16/2019 15:15	0	4	11	9	24	0	12	13	8	33	0	8	81	6	95	0	5	105	9	119	271
5/16/2019 15:30	0	1	12	11	24	0	17	15	5	37	0	18	81	12	111	0	7	114	8	129	301
5/16/2019 15:45	0	6	12	7	25	0	11	6	7	24	0	7	52	14	73	0	11	148	10	169	291
5/16/2019 16:00	0	2	9	9	20	0	2	13	6	21	0	8	63	10	81	0	6	123	7	136	258
5/16/2019 16:15	0	2	10	8	20	0	3	9	7	19	0	7	69	10	86	0	7	157	8	172	297
5/16/2019 16:30	0	2	10	15	27	0	7	13	5	25	0	6	59	6	71	0	12	134	8	154	277
5/16/2019 16:45	0	3	14	13	30	0	15	16	9	40	0	8	59	6	73	0	7	141	6	154	297
5/16/2019 17:00	0	0	10	10	20	0	6	8	7	21	0	10	67	10	87	0	13	179	10	202	330
5/16/2019 17:15	0	1	16	16	33	0	12	18	6	36	0	10	68	5	83	0	3	127	4	134	286
5/16/2019 17:30	0	2	9	9	20	0	14	11	5	30	0	14	70	12	96	0	6	140	10	156	302
5/16/2019 17:45	0	5	8	9	22	0	9	22	6	37	0	10	70	6	86	0	10	165	12	187	332
5/16/2019 18:00	0	0	11	6	17	0	11	17	8	36	0	16	70	5	91	0	5	125	11	141	285
5/16/2019 18:15	0	3	9	7	19	0	13	5	10	28	0	4	45	7	56	0	12	120	12	144	247
5/16/2019 18:30	0	3	5	13	21	0	16	14	2	32	0	14	73	5	92	0	9	99	4	112	257
5/16/2019 18:45	0	4	8	11	23	0	10	20	7	37	0	9	67	12	88	0	4	103	6	113	261
Grand Total	0	162	530	408	1100	0	371	478	344	1193	2	347	3312	499	4160	0	277	3643	273	4193	10646



## Level of Service Table

# LEVEL OF SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS

Level of Service	Average Total Delay (SEC/VEH)
A	0 - 10
B	> 10 - 15
C	> 15 - 25
D	> 25 - 35
E	> 35 - 50
F	> 50

Source: *Highway Capacity Manual*, 2010.

# Two-Way Stop Control Capacity Analysis Summary Sheets

# HCM 6th TWSC

## 3: Clarendon Hills Road & 67th Street

06/18/2019

Intersection												
Int Delay, s/veh	4.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕		↕	↕		↕	↕		↕	↕	
Traffic Vol, veh/h	29	74	35	17	25	35	24	445	75	11	160	20
Future Vol, veh/h	29	74	35	17	25	35	24	445	75	11	160	20
Conflicting Peds, #/hr	0	0	2	2	0	0	0	0	2	2	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	110	-	-	90	-	-	90	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	96	96	96	96	96	96	96	96	96	96	96	96
Heavy Vehicles, %	3	3	6	0	4	6	8	3	3	9	10	15
Mvmt Flow	30	77	36	18	26	36	25	464	78	11	167	21

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	784	794	180	813	765	505	188	0	0	544	0	0
Stage 1	200	200	-	555	555	-	-	-	-	-	-	-
Stage 2	584	594	-	258	210	-	-	-	-	-	-	-
Critical Hdwy	7.13	6.53	6.26	7.1	6.54	6.26	4.18	-	-	4.19	-	-
Critical Hdwy Stg 1	6.13	5.53	-	6.1	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.1	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.354	3.5	4.036	3.354	2.272	-	-	2.281	-	-
Pot Cap-1 Maneuver	310	320	853	299	331	559	1351	-	-	991	-	-
Stage 1	800	734	-	520	510	-	-	-	-	-	-	-
Stage 2	496	491	-	751	725	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	266	310	851	225	320	558	1351	-	-	989	-	-
Mov Cap-2 Maneuver	266	310	-	225	320	-	-	-	-	-	-	-
Stage 1	785	726	-	510	499	-	-	-	-	-	-	-
Stage 2	431	481	-	634	717	-	-	-	-	-	-	-








Approach	EB		WB		NB		SB	
HCM Control Delay, s	21.9		16.6		0.3		0.5	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1351	-	-	355 225 426	989	-	-
HCM Lane V/C Ratio	0.019	-	-	0.405 0.079 0.147	0.012	-	-
HCM Control Delay (s)	7.7	-	-	21.9 22.4 14.9	8.7	-	-
HCM Lane LOS	A	-	-	C C B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.9 0.3 0.5	0	-	-

# HCM 6th TWSC

## 3: Clarendon Hills Road & 67th Street

06/18/2019

Intersection												
Int Delay, s/veh	6.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	43	44	41	59	24	44	275	33	32	611	36
Future Vol, veh/h	8	43	44	41	59	24	44	275	33	32	611	36
Conflicting Peds, #/hr	0	0	2	2	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	110	-	-	90	-	-	90	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	0	0	11	2	0	0	2	1	0	0	1	0
Mvmt Flow	9	46	47	44	63	26	47	293	35	34	650	38
Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1186	1159	671	1191	1161	311	688	0	0	328	0	0
Stage 1	737	737	-	405	405	-	-	-	-	-	-	-
Stage 2	449	422	-	786	756	-	-	-	-	-	-	-
Critical Hdwy	7.1	6.5	6.31	7.12	6.5	6.2	4.12	-	-	4.1	-	-
Critical Hdwy Stg 1	6.1	5.5	-	6.12	5.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.1	5.5	-	6.12	5.5	-	-	-	-	-	-	-
Follow-up Hdwy	3.5	4	3.399	3.518	4	3.3	2.218	-	-	2.2	-	-
Pot Cap-1 Maneuver	167	197	441	164	197	734	906	-	-	1243	-	-
Stage 1	413	428	-	622	602	-	-	-	-	-	-	-
Stage 2	593	592	-	385	419	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	111	182	440	111	182	734	906	-	-	1243	-	-
Mov Cap-2 Maneuver	111	182	-	111	182	-	-	-	-	-	-	-
Stage 1	392	416	-	590	571	-	-	-	-	-	-	-
Stage 2	483	561	-	297	408	-	-	-	-	-	-	-
Approach	EB		WB		NB		SB					
HCM Control Delay, s	31.8		38.7		1.1		0.4					
HCM LOS	D		E									
Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1WBLn2	SBL	SBT	SBR					
Capacity (veh/h)	906	-	-	233	111	233	1243	-	-			
HCM Lane V/C Ratio	0.052	-	-	0.434	0.393	0.379	0.027	-	-			
HCM Control Delay (s)	9.2	-	-	31.8	57	29.6	8	-	-			
HCM Lane LOS	A	-	-	D	F	D	A	-	-			
HCM 95th %tile Q(veh)	0.2	-	-	2	1.6	1.7	0.1	-	-			








# Multi-Way Stop Control Capacity Analysis Summary Sheets

# HCM 6th AWSC

## 3: Clarendon Hills Road & 67th Street

06/24/2019

Intersection	
Intersection Delay, s/veh	21
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	29	74	35	17	25	35	24	445	75	11	160	20
Future Vol, veh/h	29	74	35	17	25	35	24	445	75	11	160	20
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles, %	3	3	6	0	4	6	8	3	3	9	10	15
Mvmt Flow	30	77	36	18	26	36	25	464	78	11	167	21
Number of Lanes	0	1	0	1	1	0	1	1	0	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	12.2	10.3	28	11.5
HCM LOS	B	B	D	B








Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	100%	0%	21%	100%	0%	100%	0%
Vol Thru, %	0%	86%	54%	0%	42%	0%	89%
Vol Right, %	0%	14%	25%	0%	58%	0%	11%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	24	520	138	17	60	11	180
LT Vol	24	0	29	17	0	11	0
Through Vol	0	445	74	0	25	0	160
RT Vol	0	75	35	0	35	0	20
Lane Flow Rate	25	542	144	18	62	11	188
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.043	0.826	0.267	0.037	0.114	0.021	0.316
Departure Headway (Hd)	6.18	5.487	6.694	7.423	6.567	6.636	6.066
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	580	661	535	481	544	539	593
Service Time	3.914	3.221	4.751	5.184	4.328	4.384	3.814
HCM Lane V/C Ratio	0.043	0.82	0.269	0.037	0.114	0.02	0.317
HCM Control Delay	9.2	28.9	12.2	10.5	10.2	9.5	11.6
HCM Lane LOS	A	D	B	B	B	A	B
HCM 95th-tile Q	0.1	8.8	1.1	0.1	0.4	0.1	1.3

# HCM 6th AWSC

## 3: Clarendon Hills Road & 67th Street

06/24/2019

Intersection	
Intersection Delay, s/veh	58.6
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	43	44	41	59	24	44	275	33	32	611	36
Future Vol, veh/h	8	43	44	41	59	24	44	275	33	32	611	36
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Heavy Vehicles, %	0	0	11	2	0	0	2	1	0	0	1	0
Mvmt Flow	9	46	47	44	63	26	47	293	35	34	650	38
Number of Lanes	0	1	0	1	1	0	1	1	0	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	12.7	12	16.1	95.5
HCM LOS	B	B	C	F

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	100%	0%	8%	100%	0%	100%	0%
Vol Thru, %	0%	89%	45%	0%	71%	0%	94%
Vol Right, %	0%	11%	46%	0%	29%	0%	6%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	44	308	95	41	83	32	647
LT Vol	44	0	8	41	0	32	0
Through Vol	0	275	43	0	59	0	611
RT Vol	0	33	44	0	24	0	36
Lane Flow Rate	47	328	101	44	88	34	688
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.088	0.56	0.206	0.096	0.179	0.061	1.129
Departure Headway (Hd)	6.97	6.366	7.708	8.375	7.617	6.434	5.904
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	517	570	469	430	474	558	619
Service Time	4.67	4.066	5.708	6.075	5.317	4.157	3.628
HCM Lane V/C Ratio	0.091	0.575	0.215	0.102	0.186	0.061	1.111
HCM Control Delay	10.3	16.9	12.7	12	12	9.6	99.7
HCM Lane LOS	B	C	B	B	B	A	F
HCM 95th-tile Q	0.3	3.4	0.8	0.3	0.6	0.2	21.7



## January 2022 Traffic Counts

# Clarendon Hills Rd with 67th St - TMC

Thu Jan 20, 2022

Full Length (6 AM-7 PM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road)

All Movements

ID: 917888, Location: 41.766771, -87.954905



Provided by: Kenig Lindgren O'Hara Aboona, Inc.  
9575 W. Higgins Rd., Suite 400,  
Rosemont, IL, 60018, US

Leg Direction	67th St Eastbound						67th St Westbound						Clarendon Hills Rd Northbound						Clarendon Hills Rd Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2022-01-20																									
6:00AM	1	4	1	0	6	0	1	0	2	0	3	0	1	26	2	0	29	0	3	11	0	0	14	0	52
6:15AM	4	4	2	0	10	0	1	3	0	0	4	1	0	25	3	0	28	1	0	12	0	0	12	0	54
6:30AM	0	5	1	0	6	0	1	1	0	0	2	0	3	28	2	0	33	0	2	10	0	0	12	0	53
6:45AM	3	12	5	0	20	0	2	2	2	0	6	0	3	33	1	0	37	0	0	18	2	0	20	0	83
Hourly Total	8	25	9	0	42	0	5	6	4	0	15	1	7	112	8	0	127	1	5	51	2	0	58	0	242
7:00AM	1	8	5	0	14	0	6	3	3	0	12	0	5	36	4	0	45	0	2	28	1	0	31	0	102
7:15AM	2	3	11	0	16	0	2	4	2	0	8	0	3	38	9	0	50	0	5	33	5	0	43	0	117
7:30AM	2	13	16	0	31	0	4	3	1	0	8	0	3	50	12	0	65	0	3	33	4	0	40	0	144
7:45AM	5	9	10	0	24	0	3	6	8	0	17	0	8	63	12	0	83	0	4	34	0	0	38	0	162
Hourly Total	10	33	42	0	85	0	15	16	14	0	45	0	19	187	37	0	243	0	14	128	10	0	152	0	525
8:00AM	2	11	4	0	17	0	3	4	2	0	9	0	4	49	3	0	56	0	1	29	3	0	33	0	115
8:15AM	4	12	10	0	26	0	2	8	1	0	11	0	3	34	6	0	43	0	0	31	2	0	33	0	113
8:30AM	3	13	5	0	21	0	3	4	8	0	15	0	2	41	4	0	47	0	5	23	2	0	30	0	113
8:45AM	2	8	3	0	13	0	2	6	5	0	13	0	5	41	2	0	48	0	1	36	3	0	40	0	114
Hourly Total	11	44	22	0	77	0	10	22	16	0	48	0	14	165	15	0	194	0	7	119	10	0	136	0	455
9:00AM	3	6	3	0	12	0	2	1	4	0	7	0	0	37	6	0	43	0	1	32	2	0	35	0	97
9:15AM	1	5	1	0	7	0	0	3	1	0	4	0	3	26	14	0	43	0	5	21	1	0	27	0	81
9:30AM	0	5	3	0	8	0	2	6	4	0	12	0	2	34	3	0	39	0	2	24	1	0	27	2	86
9:45AM	1	5	11	0	17	0	7	3	3	0	13	0	3	34	7	0	44	0	2	28	2	0	32	0	106
Hourly Total	5	21	18	0	44	0	11	13	12	0	36	0	8	131	30	0	169	0	10	105	6	0	121	2	370
10:00AM	4	8	0	0	12	0	5	7	5	0	17	0	4	32	5	0	41	0	5	28	1	0	34	0	104
10:15AM	2	5	2	0	9	0	3	5	3	0	11	0	4	29	3	0	36	0	5	21	5	0	31	0	87
10:30AM	2	9	2	0	13	0	4	5	5	0	14	0	5	30	6	0	41	0	5	33	3	0	41	0	109
10:45AM	1	10	6	0	17	0	5	5	3	0	13	0	4	35	6	0	45	0	5	44	5	0	54	0	129
Hourly Total	9	32	10	0	51	0	17	22	16	0	55	0	17	126	20	0	163	0	20	126	14	0	160	0	429
11:00AM	1	11	3	0	15	0	1	8	4	0	13	0	3	32	3	0	38	0	5	25	4	0	34	0	100
11:15AM	1	11	4	0	16	0	4	10	8	0	22	0	4	27	2	0	33	0	5	31	1	0	37	0	108
11:30AM	0	9	5	0	14	0	2	10	3	0	15	0	6	43	1	0	50	0	6	34	0	0	40	0	119
11:45AM	2	8	9	0	19	0	2	13	4	0	19	0	4	51	2	0	57	0	3	37	4	0	44	0	139
Hourly Total	4	39	21	0	64	0	9	41	19	0	69	0	17	153	8	0	178	0	19	127	9	0	155	0	466
12:00PM	2	9	0	0	11	0	3	10	10	0	23	0	1	45	4	0	50	0	2	33	3	0	38	0	122
12:15PM	1	16	5	0	22	0	3	6	4	0	13	0	7	38	7	0	52	0	4	27	5	0	36	0	123
12:30PM	1	8	5	0	14	0	3	6	4	0	13	0	5	52	4	0	61	0	4	32	3	0	39	0	127
12:45PM	5	9	6	0	20	0	3	8	8	0	19	0	9	51	6	0	66	0	6	42	2	0	50	0	155
Hourly Total	9	42	16	0	67	0	12	30	26	0	68	0	22	186	21	0	229	0	16	134	13	0	163	0	527
1:00PM	1	5	4	0	10	0	4	9	4	0	17	0	4	48	4	0	56	0	6	42	3	0	51	0	134
1:15PM	2	9	2	0	13	0	3	5	4	0	12	0	6	39	5	0	50	0	3	35	1	0	39	0	114
1:30PM	0	10	6	0	16	0	4	13	7	0	24	0	5	36	9	1	51	0	4	40	2	0	46	0	137
1:45PM	1	7	6	0	14	0	5	6	6	0	17	0	7	42	5	0	54	0	5	40	1	0	46	0	131
Hourly Total	4	31	18	0	53	0	16	33	21	0	70	0	22	165	23	1	211	0	18	157	7	0	182	0	516
2:00PM	4	7	6	0	17	0	4	4	3	0	11	0	2	43	5	0	50	0	3	52	3	0	58	0	136
2:15PM	2	4	8	0	14	0	2	6	7	0	15	0	7	48	9	0	64	0	7	53	2	0	62	0	155
2:30PM	5	4	5	0	14	0	4	11	5	0	20	1	7	47	8	0	62	1	2	58	4	0	64	0	160
2:45PM	2	4	16	0	22	0	4	9	6	0	19	0	5	47	10	0	62	0	6	72	6	0	84	0	187
Hourly Total	13	19	35	0	67	0	14	30	21	0	65	1	21	185	32	0	238	1	18	235	15	0	268	0	638
3:00PM	2	9	19	0	30	0	6	5	5	0	16	0	16	68	9	0	93	1	12	75	3	0	90	0	229
3:15PM	1	8	16	0	25	0	6	9	6	0	21	0	8	51	8	0	67	0	6	75	7	0	88	0	201
3:30PM	0	7	8	0	15	1	6	11	12	0	29	1	11	53	10	0	74	0	9	84	9	0	102	0	220
3:45PM	1	10	3	0	14	0	5	11	7	0	23	1	9	69	3	0	81	0	5	100	7	0	112	1	230
Hourly Total	4	34	46	0	84	1	23	36	30	0	89	2	44	241	30	0	315	1	32	334	26	0	392	1	880
4:00PM	3	7	7	0	17	0	7	16	6	0	29	1	8	68	5	0	81	1	4	87	12	0	103	0	230
4:15PM	2	9	5	0	16	0	3	10	5	0	18	0	10	43	4	0	57	0	6	87	5	0	98	0	189
4:30PM	3	3	9	0	15	0	5	14	5	0	24	0	17	58	8	0	83	0	8	84	4	0	96	1	218
4:45PM	3	11	5	0	19	0	3	18	7	0	28	0	5	65	2	0	72	0	12	94	6	0	112	0	231

Leg Direction	67th St Eastbound						67th St Westbound						Clarendon Hills Rd Northbound						Clarendon Hills Rd Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
Hourly Total	11	30	26	0	67	0	18	58	23	0	99	1	40	234	19	0	293	1	30	352	27	0	409	1	868
5:00PM	3	9	10	0	22	0	4	13	6	0	23	0	14	64	7	0	85	0	7	106	6	0	119	0	249
5:15PM	2	4	7	0	13	0	9	6	3	0	18	0	16	66	4	0	86	0	4	100	9	0	113	0	230
5:30PM	1	8	13	0	22	0	5	9	6	0	20	0	12	58	12	0	82	0	4	73	6	0	83	0	207
5:45PM	4	8	16	0	28	0	2	8	5	0	15	0	13	46	3	0	62	0	9	83	8	0	100	0	205
Hourly Total	10	29	46	0	85	0	20	36	20	0	76	0	55	234	26	0	315	0	24	362	29	0	415	0	891
6:00PM	2	7	8	0	17	0	4	6	3	0	13	0	8	49	7	0	64	0	2	58	5	0	65	0	159
6:15PM	0	6	7	0	13	0	5	13	8	0	26	0	11	41	4	0	56	0	6	57	6	0	69	0	164
6:30PM	0	5	3	0	8	0	4	9	4	0	17	0	5	47	3	0	55	0	6	72	3	0	81	0	161
6:45PM	3	9	4	0	16	0	4	8	2	0	14	0	7	33	7	0	47	0	4	45	3	0	52	0	129
Hourly Total	5	27	22	0	54	0	17	36	17	0	70	0	31	170	21	0	222	0	18	232	17	0	267	0	613
<b>Total</b>	103	406	331	0	840	1	187	379	239	0	805	5	317	2289	290	1	2897	4	231	2462	185	0	2878	4	7420
<b>% Approach</b>	12.3%	48.3%	39.4%	0%	-	-	23.2%	47.1%	29.7%	0%	-	-	10.9%	79.0%	10.0%	0%	-	-	8.0%	85.5%	6.4%	0%	-	-	-
<b>% Total</b>	1.4%	5.5%	4.5%	0%	11.3%	-	2.5%	5.1%	3.2%	0%	10.8%	-	4.3%	30.8%	3.9%	0%	39.0%	-	3.1%	33.2%	2.5%	0%	38.8%	-	-
<b>Lights</b>	99	394	318	0	811	-	183	372	230	0	785	-	313	2246	282	1	2842	-	222	2436	175	0	2833	-	7271
<b>% Lights</b>	96.1%	97.0%	96.1%	0%	96.5%	-	97.9%	98.2%	96.2%	0%	97.5%	-	98.7%	98.1%	97.2%	100%	98.1%	-	96.1%	98.9%	94.6%	0%	98.4%	-	98.0%
<b>Single-Unit Trucks</b>	1	5	2	0	8	-	2	4	6	0	12	-	1	20	2	0	23	-	6	10	1	0	17	-	60
<b>% Single-Unit Trucks</b>	1.0%	1.2%	0.6%	0%	1.0%	-	1.1%	1.1%	2.5%	0%	1.5%	-	0.3%	0.9%	0.7%	0%	0.8%	-	2.6%	0.4%	0.5%	0%	0.6%	-	0.8%
<b>Articulated Trucks</b>	0	0	0	0	0	-	0	0	0	0	0	-	0	2	1	0	3	-	0	0	0	0	0	-	3
<b>% Articulated Trucks</b>	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0.1%	0.3%	0%	0.1%	-	0%	0%	0%	0%	0%	-	0%
<b>Buses</b>	3	7	11	0	21	-	2	3	3	0	8	-	3	21	5	0	29	-	3	16	9	0	28	-	86
<b>% Buses</b>	2.9%	1.7%	3.3%	0%	2.5%	-	1.1%	0.8%	1.3%	0%	1.0%	-	0.9%	0.9%	1.7%	0%	1.0%	-	1.3%	0.6%	4.9%	0%	1.0%	-	1.2%
<b>Bicycles on Road</b>	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
<b>% Bicycles on Road</b>	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
<b>Pedestrians</b>	-	-	-	-	-	1	-	-	-	-	-	5	-	-	-	-	-	4	-	-	-	-	-	4	
<b>% Pedestrians</b>	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	100%	-	-	-	-	-	-	100%

\*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

# Clarendon Hills Rd with 67th St - TMC

Thu Jan 20, 2022

Full Length (6 AM-7 PM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road)

All Movements

ID: 917888, Location: 41.766771, -87.954905



Provided by: Kenig Lindgren O'Hara Aboona, Inc.

9575 W. Higgins Rd., Suite 400,  
Rosemont, IL, 60018, US

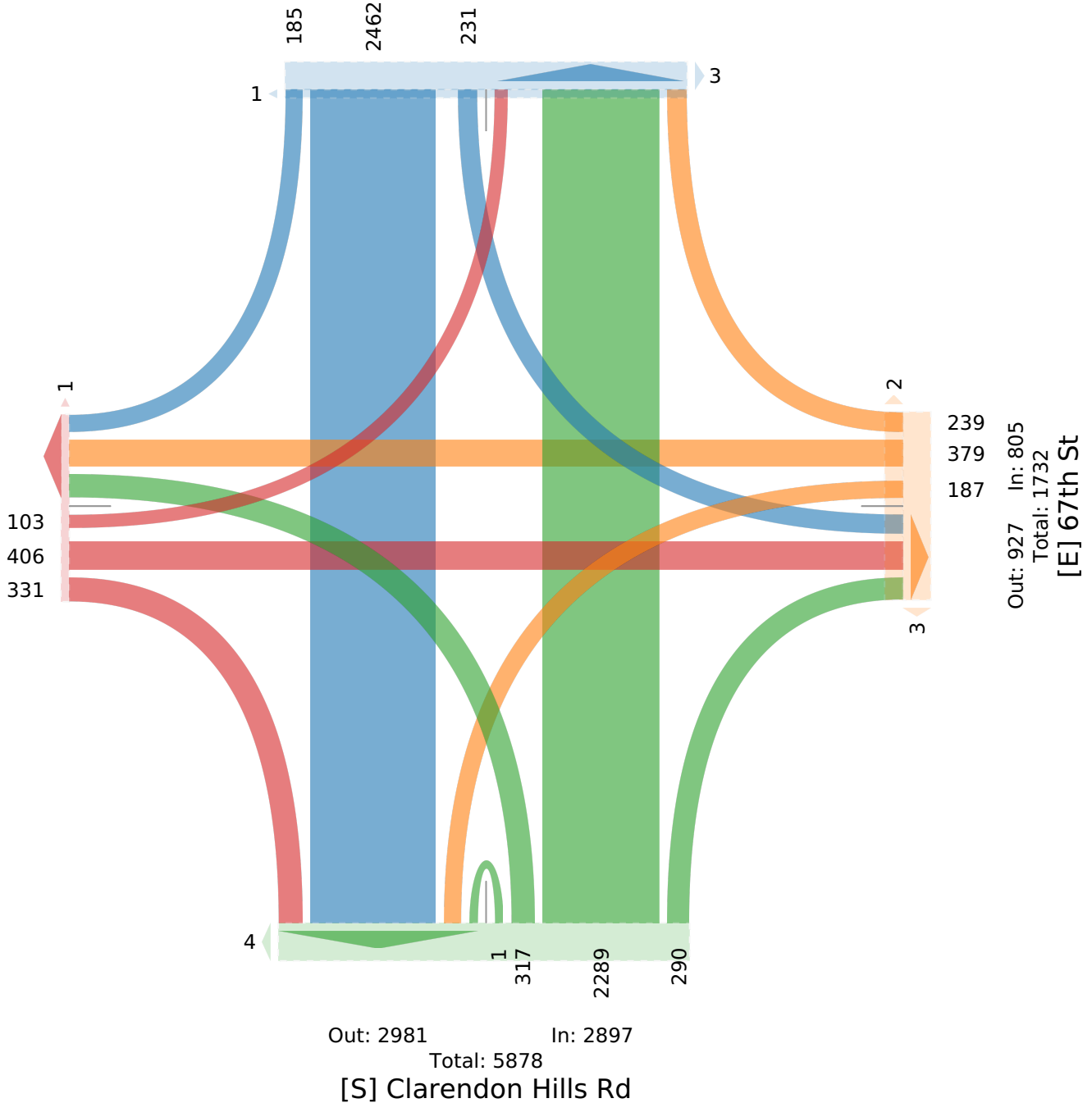
## [N] Clarendon Hills Rd

Total: 5509

In: 2878

Out: 2631

[W] 67th St  
Total: 1721  
In: 840 Out: 881



# Clarendon Hills Rd with 67th St - TMC

Thu Jan 20, 2022

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road)

All Movements

ID: 917888, Location: 41.766771, -87.954905



Provided by: Kenig Lindgren O'Hara Aboona, Inc.

9575 W. Higgins Rd., Suite 400,  
Rosemont, IL, 60018, US

Leg Direction	67th St Eastbound							67th St Westbound							Clarendon Hills Rd Northbound							Clarendon Hills Rd Southbound							
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*	Int	
2022-01-20 7:15AM	2	3	11	0	16	0		2	4	2	0	8	0		3	38	9	0	50	0		5	33	5	0	43	0	117	
7:30AM	2	13	16	0	31	0		4	3	1	0	8	0		3	50	12	0	65	0		3	33	4	0	40	0	144	
7:45AM	5	9	10	0	24	0		3	6	8	0	17	0		8	63	12	0	83	0		4	34	0	0	38	0	162	
8:00AM	2	11	4	0	17	0		3	4	2	0	9	0		4	49	3	0	56	0		1	29	3	0	33	0	115	
Total	11	36	41	0	88	0		12	17	13	0	42	0		18	200	36	0	254	0		13	129	12	0	154	0	538	
% Approach	12.5%	40.9%	46.6%	0%	-	-		28.6%	40.5%	31.0%	0%	-	-		7.1%	78.7%	14.2%	0%	-	-		8.4%	83.8%	7.8%	0%	-	-	-	
% Total	2.0%	6.7%	7.6%	0%	16.4%	-		2.2%	3.2%	2.4%	0%	7.8%	-		3.3%	37.2%	6.7%	0%	47.2%	-		2.4%	24.0%	2.2%	0%	28.6%	-	-	
PHF	0.550	0.692	0.641	-	0.710	-		0.750	0.708	0.406	-	0.618	-		0.563	0.794	0.750	-	0.765	-		0.650	0.949	0.600	-	0.895	-	0.830	
Lights	10	34	40	0	84	-		12	16	13	0	41	-		18	192	34	0	244	-		12	127	10	0	149	-	518	
% Lights	90.9%	94.4%	97.6%	0%	95.5%	-		100%	94.1%	100%	0%	97.6%	-		100%	96.0%	94.4%	0%	96.1%	-		92.3%	98.4%	83.3%	0%	96.8%	-	96.3%	
Single-Unit Trucks	0	1	0	0	1	-		0	0	0	0	0	-		0	1	0	0	1	-		0	0	1	0	1	-	3	
% Single-Unit Trucks	0%	2.8%	0%	0%	1.1%	-		0%	0%	0%	0%	0%	-		0%	0.5%	0%	0%	0.4%	-		0%	0%	8.3%	0%	0.6%	-	0.6%	
Articulated Trucks	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-	0	
% Articulated Trucks	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-	0%	
Buses	1	1	1	0	3	-		0	1	0	0	1	-		0	7	2	0	9	-		1	2	1	0	4	-	17	
% Buses	9.1%	2.8%	2.4%	0%	3.4%	-		0%	5.9%	0%	0%	2.4%	-		0%	3.5%	5.6%	0%	3.5%	-		7.7%	1.6%	8.3%	0%	2.6%	-	3.2%	
Bicycles on Road	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-	0	
% Bicycles on Road	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-	0%	
Pedestrians	-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0		
% Pedestrians	-	-	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-	-		

\* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

# Clarendon Hills Rd with 67th St - TMC

Thu Jan 20, 2022

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians,  
Bicycles on Road)

All Movements

ID: 917888, Location: 41.766771, -87.954905



Provided by: Kenig Lindgren O'Hara Aboona,  
Inc.

9575 W. Higgins Rd., Suite 400,  
Rosemont, IL, 60018, US

## [N] Clarendon Hills Rd

Total: 378

In: 154

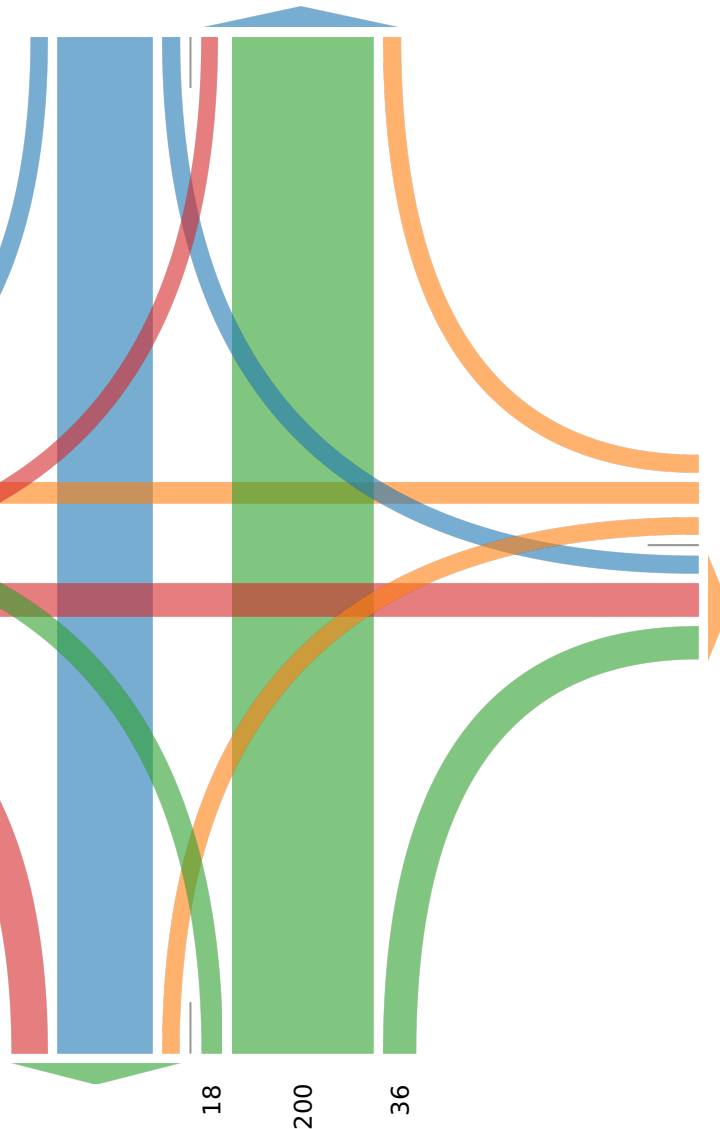
Out: 224

12 129 13

[W] 67th St  
Total: 135  
In: 88 Out: 47

11  
36  
41

13 In: 42  
17  
12 Out: 85  
Total: 127  
[E] 67th St



Out: 182 In: 254  
Total: 436  
[S] Clarendon Hills Rd

# Clarendon Hills Rd with 67th St - TMC

Thu Jan 20, 2022

Midday Peak (12:45 PM - 1:45 PM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road)

All Movements

ID: 917888, Location: 41.766771, -87.954905



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9575 W. Higgins Rd., Suite 400,  
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Leg Direction	67th St Eastbound						67th St Westbound						Clarendon Hills Rd Northbound						Clarendon Hills Rd Southbound						
Time	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	L	T	R	U	App	Ped*	Int
2022-01-20 12:45PM	5	9	6	0	20	0	3	8	8	0	19	0	9	51	6	0	66	0	6	42	2	0	50	0	155
1:00PM	1	5	4	0	10	0	4	9	4	0	17	0	4	48	4	0	56	0	6	42	3	0	51	0	134
1:15PM	2	9	2	0	13	0	3	5	4	0	12	0	6	39	5	0	50	0	3	35	1	0	39	0	114
1:30PM	0	10	6	0	16	0	4	13	7	0	24	0	5	36	9	1	51	0	4	40	2	0	46	0	137
<b>Total</b>	8	33	18	0	59	0	14	35	23	0	72	0	24	174	24	1	223	0	19	159	8	0	186	0	540
<b>% Approach</b>	13.6%	55.9%	30.5%	0%	-	-	19.4%	48.6%	31.9%	0%	-	-	10.8%	78.0%	10.8%	0.4%	-	-	10.2%	85.5%	4.3%	0%	-	-	-
<b>% Total</b>	1.5%	6.1%	3.3%	0%	10.9%	-	2.6%	6.5%	4.3%	0%	13.3%	-	4.4%	32.2%	4.4%	0.2%	41.3%	-	3.5%	29.4%	1.5%	0%	34.4%	-	-
<b>PHF</b>	0.400	0.825	0.750	-	0.738	-	0.875	0.673	0.719	-	0.750	-	0.667	0.853	0.667	0.250	0.845	-	0.792	0.946	0.667	-	0.912	-	0.871
<b>Lights</b>	8	32	18	0	58	-	14	35	23	0	72	-	24	172	24	1	221	-	16	158	8	0	182	-	533
<b>% Lights</b>	100%	97.0%	100%	0%	98.3%	-	100%	100%	100%	0%	100%	-	100%	98.9%	100%	100%	99.1%	-	84.2%	99.4%	100%	0%	97.8%	-	98.7%
<b>Single-Unit Trucks</b>	0	1	0	0	1	-	0	0	0	0	0	-	0	2	0	0	2	-	3	0	0	0	3	-	6
<b>% Single-Unit Trucks</b>	0%	3.0%	0%	0%	1.7%	-	0%	0%	0%	0%	0%	-	0%	1.1%	0%	0%	0.9%	-	15.8%	0%	0%	0%	1.6%	-	1.1%
<b>Articulated Trucks</b>	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
<b>% Articulated Trucks</b>	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
<b>Buses</b>	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	1	0	0	1	-	1
<b>% Buses</b>	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0.6%	0%	0%	0.5%	-	0.2%
<b>Bicycles on Road</b>	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0
<b>% Bicycles on Road</b>	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%	0%	0%	0%	0%	-	0%
<b>Pedestrians</b>	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-
<b>% Pedestrians</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

\* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

# Clarendon Hills Rd with 67th St - TMC

Thu Jan 20, 2022

Midday Peak (12:45 PM - 1:45 PM)

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road)

All Movements

ID: 917888, Location: 41.766771, -87.954905



Provided by: Kenig Lindgren O'Hara Aboona, Inc.

9575 W. Higgins Rd., Suite 400,  
Rosemont, IL, 60018, US

## [N] Clarendon Hills Rd

Total: 391

In: 186

Out: 205

8

159

19

## [W] 67th St

Total: 126

In: 59 Out: 67

8  
33  
18

23  
35  
14

Out: 76 In: 72

Total: 148

## [E] 67th St

Out: 192

In: 223

Total: 415

## [S] Clarendon Hills Rd

1

24

174

24



# Clarendon Hills Rd with 67th St - TMC

Thu Jan 20, 2022

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road)

All Movements

ID: 917888, Location: 41.766771, -87.954905



Provided by: Kenig Lindgren O'Hara Aboona, Inc.

9575 W. Higgins Rd., Suite 400,  
Rosemont, IL, 60018, US

Leg Direction	67th St Eastbound							67th St Westbound							Clarendon Hills Rd Northbound							Clarendon Hills Rd Southbound							
Time	L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*		L	T	R	U	App	Ped*	Int	
2022-01-20 4:30PM	3	3	9	0	15	0		5	14	5	0	24	0		17	58	8	0	83	0		8	84	4	0	96	1	218	
4:45PM	3	11	5	0	19	0		3	18	7	0	28	0		5	65	2	0	72	0		12	94	6	0	112	0	231	
5:00PM	3	9	10	0	22	0		4	13	6	0	23	0		14	64	7	0	85	0		7	106	6	0	119	0	249	
5:15PM	2	4	7	0	13	0		9	6	3	0	18	0		16	66	4	0	86	0		4	100	9	0	113	0	230	
Total	11	27	31	0	69	0		21	51	21	0	93	0		52	253	21	0	326	0		31	384	25	0	440	1	928	
% Approach	15.9%	39.1%	44.9%	0%	-	-		22.6%	54.8%	22.6%	0%	-	-		16.0%	77.6%	6.4%	0%	-	-		7.0%	87.3%	5.7%	0%	-	-	-	
% Total	1.2%	2.9%	3.3%	0%	7.4%	-		2.3%	5.5%	2.3%	0%	10.0%	-		5.6%	27.3%	2.3%	0%	35.1%	-		3.3%	41.4%	2.7%	0%	47.4%	-	-	
PHF	0.917	0.614	0.775	-	0.784	-		0.583	0.708	0.750	-	0.830	-		0.765	0.958	0.656	-	0.948	-		0.646	0.906	0.694	-	0.924	-	0.932	
Lights	11	27	30	0	68	-		20	50	21	0	91	-		52	253	21	0	326	-		31	383	25	0	439	-	924	
% Lights	100%	100%	96.8%	0%	98.6%	-		95.2%	98.0%	100%	0%	97.8%	-		100%	100%	100%	0%	100%	-		100%	99.7%	100%	0%	99.8%	-	99.6%	
Single-Unit Trucks	0	0	1	0	1	-		1	0	0	0	1	-		0	0	0	0	0	-		0	1	0	0	1	-	3	
% Single-Unit Trucks	0%	0%	3.2%	0%	1.4%	-		4.8%	0%	0%	0%	1.1%	-		0%	0%	0%	0%	0%	-		0%	0.3%	0%	0%	0.2%	-	0.3%	
Articulated Trucks	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-	0	
% Articulated Trucks	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-	0%	
Buses	0	0	0	0	0	-		0	1	0	0	1	-		0	0	0	0	0	-		0	0	0	0	0	-	1	
% Buses	0%	0%	0%	0%	0%	-		0%	2.0%	0%	0%	1.1%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-	0.1%	
Bicycles on Road	0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-		0	0	0	0	0	-	0	
% Bicycles on Road	0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-		0%	0%	0%	0%	0%	-	0%	
Pedestrians	-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	0		-	-	-	-	-	1		
% Pedestrians	-	-	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-	-		-	-	-	-	-	100%		

\* Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

# Clarendon Hills Rd with 67th St - TMC

Thu Jan 20, 2022

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Single-Unit Trucks, Articulated Trucks, Buses, Pedestrians, Bicycles on Road)

All Movements

ID: 917888, Location: 41.766771, -87.954905



Provided by: Kenig Lindgren O'Hara Aboona, Inc.

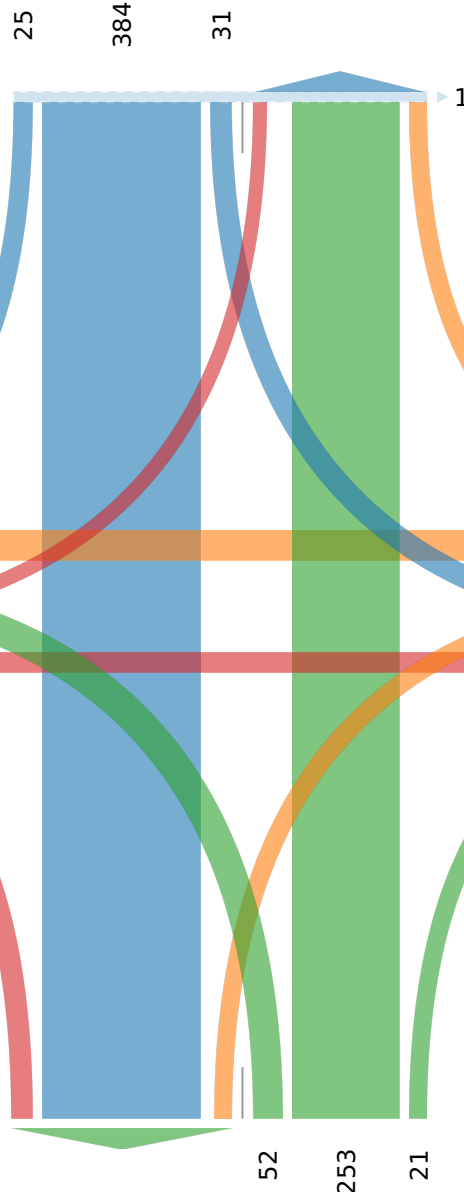
9575 W. Higgins Rd., Suite 400,  
Rosemont, IL, 60018, US

## [N] Clarendon Hills Rd

Total: 725

In: 440

Out: 285



## [W] 67th St

Total: 197

In: 69 Out: 128

11  
27  
31

21  
51  
21

Out: 79 In: 93

Total: 172

## [E] 67th St

Out: 436

In: 326

Total: 762

## [S] Clarendon Hills Rd

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN  
INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WILLOWBROOK  
REGARDING THE PURCHASE AND INSTALLATION OF A 4-WAY TRAFFIC SIGNAL AT  
THE INTERSECTION OF 67<sup>TH</sup> STREET AND CLARENDON HILLS ROAD**

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

**WHEREAS**, an Intergovernmental Agreement has been prepared between the City of Darien and the Village of Willowbrook of said purchase and installation of a 4-way traffic signal at the intersection of 67<sup>th</sup> Street and Clarendon Hills Road, a copy of which is attached hereto as "[Exhibit A](#)", and is incorporated herein; and

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

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

**SECTION 1:** That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement regarding the purchase and installation of a 4-way traffic signal at the intersection of 67<sup>th</sup> Street and Clarendon Hills Road.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

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

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

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF WILLOWBROOK AND  
THE CITY OF DARIEN FOR INTERSECTION IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) made and entered into this 7<sup>th</sup> day of March, 2022, by and between the Village of Willowbrook, DuPage County, Illinois (“Willowbrook”) and the City of Darien, DuPage County, Illinois (“Darien”).

**RECITALS**

- A. Willowbrook and Darien are municipalities located in DuPage County, Illinois.
- B. The intersection of 67<sup>th</sup> Street and Clarendon Hills Road (“Intersection”) borders both Willowbrook and Darien.
- C. Willowbrook and Darien have studied traffic conditions and patterns at this intersection and have determined that it is reasonable and in the public interest for the parties to jointly provide for the installation and maintenance of traffic signalization at this intersection.
- D. The parties are authorized by the Illinois Intergovernmental Cooperation Act to enter into this Agreement.

Accordingly, it is hereby agreed by and between Willowbrook and Darien as follows:

**SECTION 1: Incorporation of Recitals.** The Recitals set forth hereinabove are incorporated as if set forth fully herein.

**SECTION 2: “Project” and “Project Costs” Defined.** For purposes of this Agreement, the “Project” consists of engineering, obtaining other agency approvals, and construction of full traffic signalization improvements at the Intersection. “Project Costs” shall include engineering, preparation of bid documents, construction costs, and engineering construction observation. “Project Costs” shall not include costs of utility relocations or sidewalk, curb, and gutter reconfiguration which will be solely the responsibility of Darien. In addition, project costs shall

not include costs for installing a roundabout or a similar traffic-calming improvement at the Intersection.

**SECTION 3: Construction of the Project.** Darien shall be the lead agency for construction of the Project. Darien will be responsible for necessary engineering, using the KLOA firm. The engineering specifications shall be reviewed and approved by both Willowbrook and Darien.

**SECTION 4: Pre-Construction.**

A. Darien shall be responsible for obtaining other agency approvals and utility company approvals to allow the Project to move forward.

B. Darien will bid out the construction phase of the Project. The estimated construction costs shall be subject to the prior reasonable approval of both Darien and Willowbrook.

C. Darien reserves the right to decline to do the Project upon Darien's review of all bids.

**SECTION 5: Project Construction.**

A. The construction contract(s) will be let and administered by Darien.

B. Darien will require the successful bidder to include Willowbrook as an additional insured on the construction contract(s) to the same extent Darien is included as an additional insured.

C. Darien will be responsible for any and all temporary traffic control measures necessary to be implemented during the construction of the Project.

**SECTION 6: Payment/Reimbursement/Maximum Willowbrook Share.**

A. Darien will, from time to time, bill Willowbrook for reimbursement of 25% of the Project Costs. Willowbrook will reimburse Darien within thirty (30) days of an invoice from Darien.

B. Willowbrook's maximum share of Project Costs is capped at \$200,000.00. By way of examples, assume the Project Costs are \$400,000.00. Willowbrook's share is \$100,000.00. Assume on the other hand that Project Costs are \$825,000.00. Willowbrook's obligation is capped at \$200,000.00.

**SECTION 7: Post-Construction.** Following completion of construction, Darien will be solely responsible for all costs associated with maintaining the Project signalization.

**SECTION 8: Notices.** Any notices required or contemplated by this Agreement shall be by e-mail as follows:

If to Willowbrook: \_\_\_\_\_  
\_\_\_\_\_

With Copy to: \_\_\_\_\_  
\_\_\_\_\_

If to Darien: Daniel Gombac, [dgombac@darienil.gov](mailto:dgombac@darienil.gov)

With a copy to: Bryon Vana, [bvana@darienil.gov](mailto:bvana@darienil.gov)

Village of Willowbrook

City of Darien

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**March 7, 2022**

**ISSUE STATEMENT**

Consideration for the authorization to execute an Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2022/23 General Maintenance items in the amount of \$857,247.37 for a period from May 1, 2022 through April 30, 2023.

**RESOLUTION**   **BACKUP**

**BACKGROUND/HISTORY**

The City of Darien utilizes Motor Fuel Tax Funds (MFT) for expenditures related to various street maintenance functions. The funding provides for expenditures for such items as salaries, the purchase of rock salt, cold and hot bituminous surface mixes, and storm sewer related items, various aggregate materials and road striping. Because MFT funds are utilized, the City Council is required to adopt a resolution authorizing the expenditure of the proposed funding related to the general maintenance items. Attached as, [Attachment A](#) is the Bureau of Local Road Forms Municipal Estimate of Maintenance Costs and Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 14222 and BLR 09150).

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the Resolution.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 7, 2022 City Council agenda, New Business for formal approval.



March 8, 2023

Mr. Anthony Quigley, P.E.  
Deputy Directors of Highways,  
Region One Engineer  
Division of Highways/Region One/District One  
201 West Center Ct.  
Schaumburg, IL 60196-1096

RE: Section Number 23-00000-00-RF

Dear Mr. Quigley:

In accordance with the Bureau of Local Roads and Streets Administrative Policy Manual, the following is an estimate of the allotted MFT monies to spend by the City during the Fiscal Year ending April 30, 2023:

Estimated Total Expenditures for:

FICA	\$ 8,581
IMRF	\$18,131
MEDICARE	\$ 2,007

<b>TOTAL</b>	<b>\$28,719</b>
--------------	-----------------

If you have any questions regarding this matter, please contact Dan Gombac, Director of Municipal Services at [dgombac@darienil.gov](mailto:dgombac@darienil.gov) or via telephone at (630)353-8106.

Sincerely,  
CITY OF DARIEN

Daniel Gombac  
Director of Municipal Services

cc: Bryon Vana, City Administrator  
Julie Saenz, City Accountant  
Marilyn Solomon, P.E. IDOT





## Local Public Agency General Maintenance

## Estimate of Maintenance Costs

 Submittal Type **Original**

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

City of Darien

DuPage

23-00000-00-GM

05/01/22

04/30/23

## Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1)Aggregate Stone	IIA		Stone CA-6 CA-7	Tons	2,000	\$17.50	\$35,000.00	
(Should Maint)			Labor-5 Gen Util Wkrs City Staff	Av Hr	15	\$42.00	\$630.00	\$35,630.00
2)Snow & Ice Control	I		Road Salt-Joint Purchase	Tons	3,000	\$85.50	\$256,500.00	
	III		Bio Melt 55 NIGP Code	Gallons	4,500	\$2.10	\$9,450.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	1,442	\$37.53	\$54,118.26	\$320,068.26
3)Storm Sewer Maint	I		Storm Sewer Material -environmentaly friendly-	LS	1	\$18,500.00	\$18,500.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	1,535	\$33.26	\$51,054.10	\$69,554.10
4)Pavement Marking	IIB		Striping-Paint-Thermal Contract NWMC	LS	1	\$20,000.00	\$20,000.00	
	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	86	\$36.01	\$3,096.86	\$23,096.86
5)Street Sign Maint	IIA		Sign	LS	1	\$10,000.00	\$10,000.00	
	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	85	\$36.01	\$3,060.85	\$13,060.85
6)Mowing (Public ROW)	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	1,265	\$28.15	\$35,609.75	\$35,609.75
7)Catch Basin Cleaning Jetting	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	275	\$37.07	\$10,194.25	
			Equipment Rental	LS	1	\$5,000.00	\$5,000.00	\$15,194.25
8)Tree Trimming	IIA		Tree Trimming-City Staff safety or an emergency	Av Hr	720	\$25.00	\$18,000.00	
	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	385	\$49.18	\$18,934.30	\$36,934.30
9)Concrete Gen Maint Inspection	IIA		Labor-1 Gen Util Wkr City Staff	Av Hr	480	\$35.00	\$16,800.00	\$16,800.00
10)Energy power distribution	I		Power Cost-contract Com Ed/Constellation	LS	1	\$35,000.00	\$35,000.00	\$35,000.00
11)Crack Seal	IIB		Crack Seal-route & fill	LB	138,000	\$1.59	\$219,420.00	\$227,580.00
			fiber asphalt	LB	6,000	\$1.36	\$8,160.00	
<b>Total Operation Cost</b>								<b>\$828,528.37</b>

# Estimate of Maintenance Costs

Submittal Type 

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Darien	DuPage	23-00000-00-GM	05/01/22	04/30/23

## Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$193,498.37			\$193,498.37
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$635,030.00			\$635,030.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
<b>Maintenance Total</b>	\$828,528.37			\$828,528.37

## Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>				
<b>Total Estimated Maintenance</b>	\$828,528.37			\$828,528.37

Remarks

## SUBMITTED

Local Public Agency Official	Date
<div></div>	<div></div>

Title
<div></div>

County Engineer/Superintendent of Highways	Date
<div></div>	<div></div>

## APPROVED

Regional Engineer Department of Transportation	Date
<div></div>	<div></div>



# Request for Expenditure/Authorization of Motor Fuel Tax Funds



Local Public Agency

City of Darien

Type

City

County

DuPage

Section Number

23-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security	\$28,719.00	n/a
Maintenance	\$828,528.37	
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
<b>TOTAL</b>	<b>\$857,247.37</b>	

Comments

Local Public Agency Official

Date

Title

City Clerk

**Approved**

Regional Engineer

Department of Transportation

Date

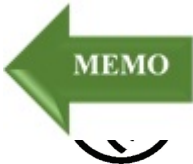
Department of Transportation Use

Entered By

Date

## Itemization of Right-of-Way Request

[illegible]



Resolution for Maintenance  
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	23-00000-00-GM

BE IT RESOLVED, by the Council of the City of Darien Illinois that there is hereby appropriated the sum of Eight Hunderd Fifty Dollars (\$857,247.37) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/22 to 04/30/22.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Darien shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, JoAnne E. Ragona City Clerk in and for said City of Darien in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council of Darien at a meeting held on 03/07/22. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of March, 2022.

(SEAL)

Clerk Signature

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APPROVED

Regional Engineer  
Department of Transportation

Date

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**AGENDA MEMO**  
**City Council**  
**March 7, 2022**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design services related to the surveying of 67<sup>th</sup> Street and Clarendon Hills Road for the 4-way traffic signal project in an amount not to exceed \$9,500.

AND

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) for the professional design services related to the design, engineering, bid documents and construction observation for the 67<sup>th</sup> Street and Clarendon Hills Road 4-way traffic signal project in an amount not to exceed \$20,500.

**BACKGROUND**

The following services are required for the purchase and installation of a 4-way traffic signal at the intersection of 67<sup>th</sup> Street and Clarendon Hills Road. The project is a joint project between the Village of Willowbrook and the City of Darien. An Intergovernmental Agreement for the Project is on file and covered under a separate agenda item.

The professional services to be provided by CBBEL, attached and labeled as [Attachment A](#), Task 1, are for the surveying and includes the following services:

Limits of the right of way  
Alignment and configuration of the curb and gutter  
Alignment of the sidewalk  
Roadway limits and center lines

The City will forward the files of the survey upon completion to KLOA, Attached and labeled as [Attachment B](#), Task 2. The survey will be utilized by KLOA and include the following scope of services based on Illinois Department of Standards:

**1. Traffic Signal Design**

- a. Preliminary, pre-final, and final traffic signal plans
- b. Cable plan
- c. Phase designation diagrams
- d. Emergency vehicle preemption sequence
- e. Loop detector detail and general notes
- f. Technical specifications employing current special provisions

**2. Traffic Signal Bidding and Construction Observation Services**

- a. Develop project schedule.
- b. Prepare specifications for bidding

- c. Assist the City with competitive bidding process.
- d. Review and analyze responsive bids to determine the low bidder and provide results to the City.
- e. Secure approval from and coordinate Traffic Signal project with utility companies, including identifying, coordinating, and resolving potential utility conflicts.
- f. Review all applicable project permits for construction.
- g. Administer, monitor, observe, review materials and inspect construction activities on-site and report to the City on a part-time basis. This portion of work includes four (4) on-site visits. Additional on-site visits will be performed as requested at the hourly rates as additional services.
- h. Review project payout requests and forward to the City for processing.
- i. Oversee and advise the City on change orders.
- j. Review as-built drawings at completion of process.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22-23 BUDGET	PROPOSED EXPENDITURE
25-35-4390	2022 67th Street & Clarendon Hills Road 4-Way Traffic Signalization Project	\$450,000	\$ 29,500

#### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to accept a proposal from:

Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design services related to the surveying of 67<sup>th</sup> Street and Clarendon Hills Road for the 4-way traffic signal project in an amount not to exceed \$9,500.

AND

Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) for the professional design services related to the design, engineering, bid documents and construction observation for the 67th Street and Clarendon Hills Road 4-way traffic signal project in an amount not to exceed \$20,500.

#### **ALTERNATE CONSIDERATION**

As directed by the City Council.

#### **DECISION MODE**

This item will be placed on the March 7, 2022 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

February 23, 2022

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

Attention: Daniel Gombac, Director of Municipal Services

Subject: Proposal for Professional Engineering Services  
Clarendon Hills Road and 67<sup>th</sup> Street

Dear Dan:

As requested, we are providing this proposal to provide professional engineering services related to the surveying and sidewalk ramp ADA compliance for the intersection of Clarendon Hills Road and 67<sup>th</sup> Street. Included below you will find our Understanding of the Assignment and Scope and Fee.

### **UNDERSTANDING OF THE ASSIGNMENT**

The City is planning to install traffic signals and bring sidewalk ramps into compliance with current standards at the intersection of Clarendon Hills Road and 67<sup>th</sup> Street. CBBEL will prepare the survey, which will be used by others to prepare traffic signal plans, and we will prepare plans for the sidewalk improvements. The sidewalk improvements will be bid under a larger City contact and therefore, bid documents are no included in this proposal.

### **SCOPE OF SERVICES**

#### **Task 1A – Project Topographic Survey**

CBBEL will perform topographic survey of Clarendon Hills Road (R-O-W to R-O-W w/25' overlap, from 67th St. centerline to 350'± north & south, 700'LF±), and 67<sup>th</sup> Street (R-O-W to R-O-W w/25' overlap, from Clarendon Hills Rd. centerline to 150'± east & west, 200'LF±) The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: We will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art G.P.S. equipment will be used to establish benchmarks and assign a vertical datum on the horizontal



control points. This will be based on GPS observed NGS control monuments (NAVD '88 Datum).

3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. 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.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
7. CBBEL will field-locate all aboveground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure we will identify size, type, rim, and invert elevations.
8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

**\*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.**

#### **Task 1B – J.U.L.I.E. Utility Coordination**

CBBEL will coordinate with J.U.L.I.E. 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 J.U.L.I.E. 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. J.U.L.I.E. 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 2 – Preparation of Sidewalk Plan**

CBBEL will prepare a plan with proposed alignment and grades for the sidewalk ramp replacement in the northeast, southeast, and southwest quadrants of the intersection. There is no existing sidewalk in the northwest quadrant. The plan will specify the limits of the removal and replacement of existing sidewalk, proposed grades, and standard IDOT details for sidewalk ramps and curb and gutter.

## FEE ESTIMATE

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

Task 1	Project Topographic Survey	\$ 6,430
Task 2	JULIE Utility Coordination	\$1,110
Task 3	Preparation of Sidewalk Plan	\$ 2,000
	NOT TO EXCEED	\$9,540

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

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

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

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

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

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY 2022**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

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, 2022.

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

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January 26, 2022

Mr. Daniel Gombac  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Re: Traffic Engineering Proposal  
Clarendon Hills Road with 67<sup>th</sup> Street  
Darien and Willowbrook, Illinois

Dear Mr. Gombac:

As requested, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) is pleased to submit this proposal for traffic engineering services in connection with the preparation of traffic signal design plans for the proposed traffic signal at the intersection of Clarendon Hills Road with 67<sup>th</sup> Street in Darien and Willowbrook, Illinois. While the intersection is under the jurisdiction of the City of Darien, the south and west legs of the intersection are under the jurisdiction of the City of Darien and the north and east legs of the intersection are under the jurisdiction of the Village of Willowbrook. All four approaches of the intersection have a separate left-turn lane and a shared through/right-turn lane.

We have developed a scope of services based on our extensive experience in traffic engineering and our understanding of City of Darien and Illinois Department of Transportation (IDOT) requirements. As such, we have broken down the proposal into two sections:

- Section I Traffic Signal Design
- Section II Traffic Signal Bidding and Construction Observation Services

## Scope of Services

### Section I - Traffic Signal Design

1. Base maps (at a scale of 1 inch = 20 feet) will be prepared for the traffic signal plans at the intersection using the existing topographic survey/geometric plans to be provided by the City of Darien and/or Christopher B. Burke Engineering, Ltd. (CBBEL).
2. Traffic signal installation plans will be prepared for the intersection using the base map information from Task 1. The installation plans will be developed based on City of Darien, Village of Willowbrook, and IDOT standards current at the time said plans will be prepared. The plans will include the following:
  - a. Preliminary, pre-final, and final traffic signal plans
  - b. Cable plan
  - c. Phase designation diagrams
  - d. Emergency vehicle preemption sequence
  - e. Loop detector detail and general notes
  - f. Technical specifications employing current special provisions to the extent that they apply will be assembled
  - g. An engineer's opinion of probable construction cost will be prepared based on the final plans

3. Discussions with representatives from the City of Darien and the Village of Willowbrook will be held to clarify specific design elements that need to be incorporated into the plans.

## **Section II – Traffic Signal Bidding and Construction Observation Services**

After the traffic signal plans are approved by the City of Darien and Village of Willowbrook, KLOA, Inc. will perform the following tasks to assist the City through the bidding and construction phases for the installation of the traffic signal only:

1. Develop project schedule.
2. Prepare specifications for bidding using the City's Front End Documents (to be provided by the City) for the installation of the traffic signal.
3. Assist the City with competitive bidding process. Includes attendance at one bid opening meeting.
4. Review and analyze responsive bids to determine the low bidder and provide results to the City. The City will use these results to determine which bidder/contractor to select to perform the work and will then award the contract.
5. Secure approval from and coordinate Traffic Signal project with utility companies, including identifying, coordinating, and resolving potential utility conflicts.
6. Review all IDOT and applicable project permits for construction.
7. Administer, monitor, observe, and inspect construction activities on-site on a part-time basis sufficient to verify that the project is constructed in reasonable conformity with the plans and specifications in the construction contract, to observe the contractors' work to determine the progress and quality of work performed, spot-check materials for conformance with project specifications, and to identify and report significant discrepancies to the City and direct the contractor to correct such observed discrepancies.

This portion of work includes four (4) on-site visits. Additional on-site visits will be performed as requested at the hourly rates as additional services. This does not include specific materials testing such as concrete cores/cylinders, asphalt density testing, soil compaction, or any such testing. If specific testing is required, it will be performed by others as additional services.

8. Review project invoices and contractor submittals to verify project is being constructed as designed.
9. Oversee and advise the City on change orders.
10. Coordinate contractors and on-site construction activities to minimize disruptions. Provide written status updates/reports to the City upon request and keep the City informed of all significant activities and decisions related to the project.
11. Review as-built drawings at completion of process.

## **Time of Performance**

We estimate the time to complete the Signal Design Plans to be within four to six weeks from receipt of authorization to proceed and survey information.

## **Cost of Services**

The cost of services rendered by KLOA, Inc. on this project will be based on our hourly rates currently in effect, plus reimbursement at cost for direct expenses such as travel, reproduction, etc. Based on our experience in similar studies, the costs for our professional staff time and services and direct expenses will be as follows:

Section I – Traffic Signal Plans	\$13,000
Section II – Traffic Signal Bidding and Construction Observation Services	<u>\$ 7,500</u>
Total	\$20,500

## **Potential Services to be Provided by Others**

In order to complete the Traffic Signal Plans, topographical surveys of the intersection will be required. Furthermore, upgrade of ADA ramps and provision of new ramps/loading areas may also be necessary. These tasks are not included as part of this proposal and will need to be provided by the City or its consultant.

## **Method of Payment**

Invoices for services rendered will be submitted every two weeks and will reflect the charges incurred on the project during the previous period. Invoices will show staff time and expenses separately. Invoices are due and payable within 30 days of the invoice date. Payments due KLOA, Inc. are not contingent upon project approval or project financing and are the responsibility of the City of Darien. To the maximum extent provided by law, the City of Darien agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for the City of Darien's damages up to the sum of the total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

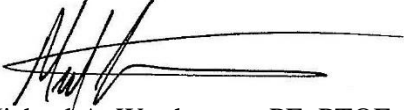


Mr. Daniel Gombac  
January 26, 2022  
Page 4

We are pleased to have this opportunity again to offer our professional services to the City of Darien and will initiate our services on this project upon receipt of a signed copy of this letter of agreement.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.



Michael A. Werthmann, PE, PTOE  
As its Principal  
and Contracting Officer

ACCEPTED AND APPROVED THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name)

Authorized to Execute Agreements for:

\_\_\_\_\_

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM  
CHRISTOPHER B. BURKE ENGINEERING, LTD. (CBBEL) FOR THE  
PROFESSIONAL DESIGN SERVICES RELATED TO THE SURVEYING OF 67TH  
STREET AND CLARENDON HILLS ROAD FOR THE 4-WAY TRAFFIC SIGNAL  
PROJECT IN AN AMOUNT NOT TO EXCEED \$9,500**

**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. (CBBEL) for the professional design services related to the surveying of 67th Street and Clarendon Hills Road for the 4-way traffic signal project in an amount not to exceed \$9,500, 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 March, 2022.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

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

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

February 23, 2022

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

Attention: Daniel Gombac, Director of Municipal Services

Subject: Proposal for Professional Engineering Services  
Clarendon Hills Road and 67<sup>th</sup> Street

Dear Dan:

As requested, we are providing this proposal to provide professional engineering services related to the surveying and sidewalk ramp ADA compliance for the intersection of Clarendon Hills Road and 67<sup>th</sup> Street. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

The City is planning to install traffic signals and bring sidewalk ramps into compliance with current standards at the intersection of Clarendon Hills Road and 67<sup>th</sup> Street. CBBEL will prepare the survey, which will be used by others to prepare traffic signal plans, and we will prepare plans for the sidewalk improvements. The sidewalk improvements will be bid under a larger City contact and therefore, bid documents are no included in this proposal.

**SCOPE OF SERVICES****Task 1A – Project Topographic Survey**

CBBEL will perform topographic survey of Clarendon Hills Road (R-O-W to R-O-W w/25' overlap, from 67th St. centerline to 350'± north & south, 700'LF±), and 67<sup>th</sup> Street (R-O-W to R-O-W w/25' overlap, from Clarendon Hills Rd. centerline to 150'± east & west, 200'LF±) The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: We will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art G.P.S. equipment will be used to establish benchmarks and assign a vertical datum on the horizontal

control points. This will be based on GPS observed NGS control monuments (NAVD '88 Datum).

3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. 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.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
7. CBBEL will field-locate all aboveground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure we will identify size, type, rim, and invert elevations.
8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

**\*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.**

#### **Task 1B – J.U.L.I.E. Utility Coordination**

CBBEL will coordinate with J.U.L.I.E. 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 J.U.L.I.E. 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. J.U.L.I.E. 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 2 – Preparation of Sidewalk Plan**

CBBEL will prepare a plan with proposed alignment and grades for the sidewalk ramp replacement in the northeast, southeast, and southwest quadrants of the intersection. There is no existing sidewalk in the northwest quadrant. The plan will specify the limits of the removal and replacement of existing sidewalk, proposed grades, and standard IDOT details for sidewalk ramps and curb and gutter.

## FEE ESTIMATE

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

Task 1	Project Topographic Survey	\$ 6,430
Task 2	JULIE Utility Coordination	\$1,110
Task 3	Preparation of Sidewalk Plan	\$ 2,000
	NOT TO EXCEED	\$9,540

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

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

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

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

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

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

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY 2022**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

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, 2022.

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

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM KENIG, LINDGREN, O'HARA, ABOONA, INC. (KLOA) FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE DESIGN, ENGINEERING, BID DOCUMENTS AND CONSTRUCTION OBSERVATION FOR THE 67TH STREET AND CLARENDON HILLS ROAD 4-WAY TRAFFIC SIGNAL PROJECT IN AN AMOUNT NOT TO EXCEED \$20,500**

**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 Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) for the professional design services related to the design, engineering, bid documents and construction observation for the 67th Street and Clarendon Hills Road 4-way traffic signal project in an amount not to exceed \$20,500, 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 March, 2022.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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

January 26, 2022

Mr. Daniel Gombac  
City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Re: Traffic Engineering Proposal  
Clarendon Hills Road with 67<sup>th</sup> Street  
Darien and Willowbrook, Illinois

Dear Mr. Gombac:

As requested, Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) is pleased to submit this proposal for traffic engineering services in connection with the preparation of traffic signal design plans for the proposed traffic signal at the intersection of Clarendon Hills Road with 67<sup>th</sup> Street in Darien and Willowbrook, Illinois. While the intersection is under the jurisdiction of the City of Darien, the south and west legs of the intersection are under the jurisdiction of the City of Darien and the north and east legs of the intersection are under the jurisdiction of the Village of Willowbrook. All four approaches of the intersection have a separate left-turn lane and a shared through/right-turn lane.

We have developed a scope of services based on our extensive experience in traffic engineering and our understanding of City of Darien and Illinois Department of Transportation (IDOT) requirements. As such, we have broken down the proposal into two sections:

- Section I Traffic Signal Design
- Section II Traffic Signal Bidding and Construction Observation Services

## Scope of Services

### Section I - Traffic Signal Design

1. Base maps (at a scale of 1 inch = 20 feet) will be prepared for the traffic signal plans at the intersection using the existing topographic survey/geometric plans to be provided by the City of Darien and/or Christopher B. Burke Engineering, Ltd. (CBBEL).
2. Traffic signal installation plans will be prepared for the intersection using the base map information from Task 1. The installation plans will be developed based on City of Darien, Village of Willowbrook, and IDOT standards current at the time said plans will be prepared. The plans will include the following:
  - a. Preliminary, pre-final, and final traffic signal plans
  - b. Cable plan
  - c. Phase designation diagrams
  - d. Emergency vehicle preemption sequence
  - e. Loop detector detail and general notes
  - f. Technical specifications employing current special provisions to the extent that they apply will be assembled
  - g. An engineer's opinion of probable construction cost will be prepared based on the final plans

3. Discussions with representatives from the City of Darien and the Village of Willowbrook will be held to clarify specific design elements that need to be incorporated into the plans.

## **Section II – Traffic Signal Bidding and Construction Observation Services**

After the traffic signal plans are approved by the City of Darien and Village of Willowbrook, KLOA, Inc. will perform the following tasks to assist the City through the bidding and construction phases for the installation of the traffic signal only:

1. Develop project schedule.
2. Prepare specifications for bidding using the City's Front End Documents (to be provided by the City) for the installation of the traffic signal.
3. Assist the City with competitive bidding process. Includes attendance at one bid opening meeting.
4. Review and analyze responsive bids to determine the low bidder and provide results to the City. The City will use these results to determine which bidder/contractor to select to perform the work and will then award the contract.
5. Secure approval from and coordinate Traffic Signal project with utility companies, including identifying, coordinating, and resolving potential utility conflicts.
6. Review all IDOT and applicable project permits for construction.
7. Administer, monitor, observe, and inspect construction activities on-site on a part-time basis sufficient to verify that the project is constructed in reasonable conformity with the plans and specifications in the construction contract, to observe the contractors' work to determine the progress and quality of work performed, spot-check materials for conformance with project specifications, and to identify and report significant discrepancies to the City and direct the contractor to correct such observed discrepancies.

This portion of work includes four (4) on-site visits. Additional on-site visits will be performed as requested at the hourly rates as additional services. This does not include specific materials testing such as concrete cores/cylinders, asphalt density testing, soil compaction, or any such testing. If specific testing is required, it will be performed by others as additional services.

8. Review project invoices and contractor submittals to verify project is being constructed as designed.
9. Oversee and advise the City on change orders.
10. Coordinate contractors and on-site construction activities to minimize disruptions. Provide written status updates/reports to the City upon request and keep the City informed of all significant activities and decisions related to the project.
11. Review as-built drawings at completion of process.

## **Time of Performance**

We estimate the time to complete the Signal Design Plans to be within four to six weeks from receipt of authorization to proceed and survey information.

## **Cost of Services**

The cost of services rendered by KLOA, Inc. on this project will be based on our hourly rates currently in effect, plus reimbursement at cost for direct expenses such as travel, reproduction, etc. Based on our experience in similar studies, the costs for our professional staff time and services and direct expenses will be as follows:

Section I – Traffic Signal Plans	\$13,000
Section II – Traffic Signal Bidding and Construction Observation Services	<u>\$ 7,500</u>
Total	\$20,500

## **Potential Services to be Provided by Others**

In order to complete the Traffic Signal Plans, topographical surveys of the intersection will be required. Furthermore, upgrade of ADA ramps and provision of new ramps/loading areas may also be necessary. These tasks are not included as part of this proposal and will need to be provided by the City or its consultant.

## **Method of Payment**

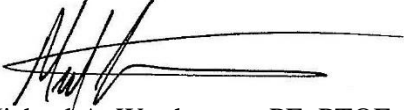
Invoices for services rendered will be submitted every two weeks and will reflect the charges incurred on the project during the previous period. Invoices will show staff time and expenses separately. Invoices are due and payable within 30 days of the invoice date. Payments due KLOA, Inc. are not contingent upon project approval or project financing and are the responsibility of the City of Darien. To the maximum extent provided by law, the City of Darien agrees to limit Kenig, Lindgren, O'Hara, Aboona, Inc.'s liability for the City of Darien's damages up to the sum of the total fee on this project. This limitation should apply regardless of the cause of action or legal theory pled or asserted.

Mr. Daniel Gombac  
January 26, 2022  
Page 4

We are pleased to have this opportunity again to offer our professional services to the City of Darien and will initiate our services on this project upon receipt of a signed copy of this letter of agreement.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.



Michael A. Werthmann, PE, PTOE  
As its Principal  
and Contracting Officer

ACCEPTED AND APPROVED THIS

\_\_\_\_ DAY OF \_\_\_\_\_, 2022

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name)

Authorized to Execute Agreements for:

\_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**March 7, 2022**

**ISSUE STATEMENT**

A resolution authorizing for the purchase of a 4-sided Modulated Aluminum Trench Box from Lee Jensen Sales Co. for \$12,171.00.

**RESOLUTION**

**BACKGROUND/HISTORY**

The proposed Aluminum Trench Box would be replacing a “Build-a-Box” trench box system purchased in 2015. Trench boxes are required to be utilized during underground utility excavations and the current trench shield has exceeded its useful life.

The new trench box provides staff with the proper safety equipment on excavations in excess of 5 feet in depth. The technological enhancements of the trench box will allow staff to spend less time adjusting the box in and out of an excavation. The four walls and pipe cutout will make working inside the box even safer than previous equipment. The adjustable spreader bars also provide staff the ability to adjust the size of the box according to the size of the excavated dig and allow further adjustments with competing utilities in a trench area. Upon City Council approval and delivery of the equipment the existing trench box will be declared as Surplus Equipment under a forthcoming agenda.

Below please find a summary of the competitive quotes for the purchase of one new Aluminum Trench Box w/Adjustable Spreader bars (52”-88”)

VENDOR	PRICE QUOTED
Lee Jensen Sales Co.	\$12,171.00
Pro-Tech Equipment, Inc.	\$13,779.75
Wisconsin Shoring & Supply Co., Inc.	\$14,230.00

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21/22 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4219	Liability Insurance	\$14,000.00	\$12,171.00	\$1,829.00

**STAFF RECOMMENDATION**

The Municipal Services Committee has not reviewed this item. Due to timing Staff is requesting consideration from the City Council for the purchase of the equipment as pricing for steel and availability continues to be uncertain.

Staff recommends approval of this resolution for the purchase of a 4-sided Modulated Aluminum Trench Box from Lee Jensen Sales Co. for \$12,171.00.

Aluminum Trench Box with Adjustable Spreaders

March 7, 2022

Page2

**ALTERNATE DECISION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 7, 2022 City Council, New Business agenda for formal consideration.



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

**A RESOLUTION AUTHORIZING FOR THE PURCHASE OF A 4-SIDED  
MODULATED ALUMINUM TRENCH BOX FROM  
LEE JENSEN SALES CO. FOR \$12,171.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to authorize the purchase of a 4-sided Modulated Aluminum Trench Box from Lee Jensen Sales Co. for \$12,171.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

NAYS \_\_\_\_\_

ABSENT \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 7<sup>th</sup> day of March, 2022.

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

ATTEST:

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

APPROVED AS TO FORM:

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





Crystal Lake, IL 60014

Fax: (815) 459-6458

# SALES QUOTATION

**CUSTOMER FAX:**

<b>Request date:</b>	2/16/2022	<b>Quote date:</b>	2/17/2022	<b>Ship Date:</b>	
<b>Requested by:</b>	DENNIS	<b>Quoted by:</b>	Lisa Martini	<b>Ordered by:</b>	
<b>Term:</b>	NET 30	<b>Valid for:</b>	30 Days	<b>F.O.B.:</b>	Crystal Lake, IL

[illegible]

**COMMENTS:**

<b>Totals:</b>	<b>1,489</b>
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<b>SUBTOTAL:</b>	<b>\$11,871.00</b>
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**FREIGHT:** \$300.00

<b>Total:</b>	<b>\$12,171.00</b>
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## **CITY OF DARIEN**

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

#### **I. PURPOSE OF RULES.**

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

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

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

#### **III. RULES GOVERNING PUBLIC COMMENT.**

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

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

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

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

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

itself and shall not turn to address the audience.

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

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

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

#### **IV. PUBLIC HEARING REQUIREMENTS.**

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

**Approved by a Motion on November 17, 2014**