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PUBLIC HEARING — 7:00 P.M. — [2022-2023 BUDGET](#)

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

April 4, 2022

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes
 - A. Administrative/Finance Committee-of-the-Whole, [February 23, 2022](#)
 - B. Administrative/Finance Committee-of-the-Whole, [March 1, 2022](#)
 - C. City Council, [March 21, 2022](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Recognition of the Woman's Club Art Program
 - B. Heart of Darien Award
 - C. Citizen Commendation – Brian and Kristina Payne
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 — [21-22-23](#)

13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract between the City of Darien and GO Painters Inc. for the [2022 Fire Hydrant Painting Phase 2](#), at a Unit Cost of \$96.00 for an Amount not to Exceed \$69,600.00
 - B. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Norwalk Tank Company for [Storm Sewer Concrete Structures, Iron Sewer Grates, Concrete Adjusting Rings](#) at the Proposed Unit Prices for Various Public Works Projects for a Period of May 1, 2022 through April 30, 2023
 - C. 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 and preparation of plans and bid documents for the [Neighborhood Sidewalks for the East Side of Clarendon Hills Road from 67th Street to Plainfield Road](#) at a Cost not to Exceed \$50,765
 - D. 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, Engineering and Bid Documents for [the Neighborhood Sidewalks for the South Side of 79th Street from Cass Avenue to Stratford Place](#) at a Cost not to Exceed \$27,005
17. New Business
 - A. Consideration of a Motion to Approve A Resolution Authorizing the [Purchase One \(1\) Kyocera CS 5004i Copier/Printer](#) from Alternative Business Suppliers, Inc. to Replace Current Equipment in Use by the Police Department Using Department of Justice (DOJ) Award Money in an Amount not to Exceed \$6,500
 - B. Consideration of a Motion to Approve a Resolution Accepting a Proposal from STANDARPARK for [Trench Drain Troughs, for the Bay Areas of the Municipal Services Building at 1041 S. Frontage Road](#), in an Amount not to Exceed \$17,540
 - C. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Fortis Concrete for the [Purchase and Installation of the Concrete Floor for the Trench Drains](#) in an Amount not to Exceed \$9,500
 - D. Consideration of a Motion to Approve [Option One for the Municipal Services Facility at 1041 South Frontage Road – Option #1 Maintain the Current Facility and Grounds with no Expansion](#)

- E. Consideration of a Motion to Approve [an Ordinance Approving the 2022-2023 Budget](#)
- 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

LEGAL NOTICE NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Darien has developed a preliminary budget for the fiscal year beginning May 1, 2022 and ending April 30, 2023, which is currently under review by the Mayor and the City Council. Illinois Compiled Statutes (65 ILCS 5/8-2-9.9) provides that prior to final approval of the budget, the City holds a public hearing for the purpose of receiving public comment on the proposed budget.

The public hearing on the budget will be held before the Corporate Authorities of the City of Darien on Monday, April 4, 2022 commencing at 7:00 P.M. in the Council Chambers of the Darien City Hall, 1702 Plainfield Road, Darien, IL 60561. The tentative budget is on file at City Hall and is available for public inspection.

**JOANNE E. RAGONA
CITY CLERK
PUBLISHED IN THE DUPAGE COUNTY CHRONICLE
March 23, 2022**

City of Darien
Minutes of the Administrative/Finance Committee of the Whole
Budget meeting
February 23, 2022

The Meeting was called to order by Chairwoman/Alderwoman Sullivan at 6:30 pm. Other council members in attendance included Mayor Marchese, Alderpersons Schauer, Belczak, Vaughan, Chlystek, Gustafson, Kenny, and Schauer.

Others present included City Treasurer Mike Coren, City Clerk Joanne Ragona, City Administrator Bryon Vana, Director of Municipal Services Dan Gombac and Superintendent of Public Works Kris Throm.

1 FYE 4-30-23 Budget Review

Alderwoman Sullivan began by providing an overview of the FYE 4-30-22 budget review process. Prior to reviewing the department expense budgets, Administrator Vana advised he would keep a list of the ongoing changes and modification from the budget meetings and distribute those after the budget review has been finished. Administrator Vana and Treasurer Coren reviewed revenue and explained the 3 year fund balances. The discussion included the council, administrative, community development, street division, and capital projects budgets. Administrator Vana stated that any necessary follow up to tonight's meeting will be reviewed at the March 1, 2022 budget meeting.

Adjournment - The meeting adjourned at 9:46pm

Mayor

City Clerk

City of Darien
Minutes of the Administrative/Finance Committee of the Whole
Budget meeting
March 1, 2022

The Meeting was called to order by Chairwoman/Alderswoman Sullivan at 6:30 pm. Other council members in attendance included Mayor Marchese, Alderspersons Schauer, Belczak, Vaughan, Gustafson, Kenny (arrived 8:11), and Schauer.

Absent: Alderman Chlystek

Others present included City Treasurer Mike Coren, City Clerk Joanne Ragona, City Administrator Bryon Vana, Director of Municipal Services Dan Gombac, and Superintendent of Public Works Kris Throm Police Chief Greg Thomas.

1 FYE 4-30-22 Budget Review

Alderswoman Sullivan began by providing a recap of the previous budget meeting. The meeting continued with discussions on the police department budget, open items from the previous meeting, capital project cost adjustments, and water/MFT/SSA budgets. The budget meeting concluded and Administrator Vana will distribute a revised budget based on any changes from the budget meetings.

Adjournment - The meeting adjourned at 8:45pm

Mayor

City Clerk

EXECUTIVE SESSION – 7:00 P.M. COLLECTIVE BARGAINING SECTION 2(C)(2) OF THE OPEN MEETINGS ACT – **CANCELLED**

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE MARCH 21, 2022 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:14 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

March 21, 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**

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

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

Present:	Thomas J. Belczak	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** – March 7, 2022 City Council Meeting

It was moved by Alderwoman Sullivan and seconded by Alderman Vaughan to approve the minutes of the City Council Meeting of March 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**

Alderwoman Sullivan received communication from Susan Kleyweg, President of Waterfall Glen Condominium Association, regarding the status of the Darien Heights development and stormwater management. Director Gombac stated no building permits have been issued.

8. **MAYORS REPORT**

There was no report.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

Administrator Vana provided the following update regarding the transition of waste disposal.

- LRS achieved a 70% sign up rate prior to enrollment deadline date.

- Waste Management agreed to stop picking up carts on delinquent accounts until the end of March.
- Residents need to call LRS if wrong cart size is delivered.
- Waste Management carts need to be left on driveway for pick up.

Administrator Vana addressed Council questions. He stated refunds for Waste Management stickers will be issued at City Hall through the end of April.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 21-22-22

It was moved by Alderman Schauer and seconded by Alderman Belczak to approve payment of Warrant Number 21-22-22 in the amount of \$445,297.52 from the enumerated funds, and \$291,930.39 from payroll funds for the period ending 03/10/22 for a total to be approved of \$737,227.91.

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 – FEBRUARY 2022

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

<u>General Fund:</u>	Revenue \$15,628,607; Expenditures \$11,062,258; Current Balance \$7,127,810
<u>Water Fund:</u>	Revenue \$6,714,566; Expenditures \$5,788,644; Current Balance \$4,528,884

<u>Motor Fuel Tax Fund:</u>	Revenue \$996,913; Expenditures \$1,592,278; Current Balance \$770,958
<u>Water Depreciation Fund:</u>	Revenue \$1,581; Expenditures \$180,838; Current Balance \$2,916,111
<u>Capital Improvement Fund:</u>	Revenue \$1,992,055; Expenditures \$1,600,443; Current Balance \$10,405,998

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced a Public Hearing for the proposed 2022-2023 Budget will be held on April 4, 2022 at 7:00 P.M. She stated the Economic Development Committee meeting is scheduled for April 7, 2022 at 7:00 P.M.

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

Police Committee – Chairman Kenny announced the Police Committee meeting is scheduled for April 18, 2022 at 6:00 P.M. in the Police Department Training Room.

Treasurer Coren stated he had a planning meeting with auditors. Fraud questionnaires will be sent to City officials.

Mayor Marchese...

...noted DuPage County has sent out Statement of Economic Interest requests.

...stated the Citizen Action Group met at the Indian Prairie Public Library on March 12, 2022. Muniweb representatives presented the community calendar. Spreadsheet was sent to organization representatives for data collection. Community calendar is scheduled to go live on April 18.

Alderswoman Sullivan announced the next meeting of the Citizen Action Group will be held on Saturday, April 9.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE CLASS “J” TEMPORARY LIQUOR LICENSE FOR THE DARIEN LIONS CLUB

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

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. CONSIDERATION OF A MOTION TO DIRECT THE PLANNING AND ZONING COMMISSION TO CONDUCT A PUBLIC HEARING ON PROPOSED REVISIONS TO THE COMPREHENSIVE PLAN

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

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

Results: Ayes 7, Nays 0, Absent 0
MOTION DULY CARRIED

C. DISCUSSION: PUBLIC WORKS FACILITY

Director Gombac initiated discussion regarding the current Public Works facility located on Frontage Road. He explained the goal is to receive Council direction regarding the three options under consideration:

1. Maintain the current facility and grounds with no expansion; prepare cost estimate for maintenance repairs of the building including the roof and office area upgrades.
2. Finalize a site plan for a new/significantly remodeled Public Works facility at the existing location. The draft site plan would not provide for future expansion nor house all of the seasonal equipment and other items to be stored. Additional storage of one of the two closed water plants on Manning Road could be considered. The preliminary cost is estimated at \$9-9.5 Million, which includes modifications for offsite storage at one of the retired water plants.
3. Begin to plan and identify property of approximately 5-6 acres, to be purchased for the construction of a new facility. The existing site could be sold with the proceeds used for the new facility. The preliminary cost for this option is estimated at \$15-17 Million.

A lengthy Council discussion ensued; Council shared their viewpoints regarding the three options. The majority of Aldermen preferred Option 1; this item will be placed on the next City Council agenda.

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

Alderman Gustafson encouraged residents to attend meeting on Wednesday, March 23 at Lakeview Junior High School regarding potential tax increases for Center Cass School District 66.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 9:19 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 3-21-22. Minutes of 3-21-22 CCM.

DRAFT

CITY OF DARIEN
**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
April 4, 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			\$154,455.75
Water Fund			\$22,364.66
Motor Fuel Tax Fund			\$1,089.86
Water Depreciation Fund			\$75,600.00
Special Service Area Tax Fund			
Stormwater Management Fund			
E-Citation Fund			
Capital Improvement Fund			1,925.00
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			
DUI Technology Fund			
		Subtotal:	<u>\$255,435.27</u>
General Fund Payroll	03/24/22	\$	236,358.41
Water Fund Payroll	03/24/22	\$	22,138.29
		Subtotal:	<u>\$ 258,496.70</u>
Total to be Approved by City Council:			<u>\$ 513,931.97</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 3/22/2022 Through 4/4/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	DELL POWER EDGE	AP040422	4325	Consulting/Professional	398.55
AIS	BACK UP SERVICE- APRIL 2022	AP040422	4325	Consulting/Professional	1,300.00
AIS	MONTHLY BLOCK HOURS- APRIL 2022	AP040422	4325	Consulting/Professional	5,130.26
AIS	CLOUD HOSTING- APRIL 2022	AP040422	4325	Consulting/Professional	20.00
ALPINE BANQUETS, INC.	MANUAL FOR ALPINE-2022 COY DINNER	AP032222	4239	Public Relations	8,565.00
CHRONICLE MEDIA LLC	2022-23 BUDGET	AP040422	4221	Legal Notices	50.00
CHRONICLE MEDIA LLC	LEGAL NOTICE-2022 ZONING MAP	AP040422	4221	Legal Notices	30.00
COMCAST BUSINESS	CABLE TV FOR CITY	AP040422	4267	Telephone	42.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR CITY HALL	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	32.32
GOVTEMPSUSA LLC	VANA (3-13-22)	AP040422	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (3-20-22)	AP040422	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	KONICA AGREEMENT- CH COPIER	AP040422	4225	Maintenance - Equipment	150.00
NICOR GAS	NICOR 82541110001 1702 PLAINFIELD RD, DARIEN	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	310.67
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES -FEB 2022	AP040422	4219	Liability Insurance	165.00
OFFICE DEPOT	AP040422	AP040422	4253	Supplies - Office	60.14
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP040422	4253	Supplies - Office	56.64
OFFICE DEPOT	FILE BOXES FOR CITY HALL	AP040422	4253	Supplies - Office	113.94
OFFICE DEPOT	PAPER & SUPPLIES FOR CITY HALL	AP040422	4253	Supplies - Office	62.55
				Total Administration	23,317.83

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 3/22/2022 Through 4/4/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALKAYE MEDIA GROUP	VIDEO SUPPORT- MARCH 2022	AP040422	4206	Cable Operations	225.00
DUPAGE MAYORS MANAGERS CONF. MUNICIPAL CLERKS OF DUPAGE CTY	2022-DMMC LUNCHEON RAGONA- MUNICIPAL CLERKS OF DUPAGE COUNTY RENEWAL-2022/23	AP040422	4213	Dues and Subscriptions	55.00
		AP040422	4213	Dues and Subscriptions	20.00
				Total City Council	300.00

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 3/22/2022 Through 4/4/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES -FEB 2022	AP040422	4219	Liability Insurance	935.00
				Total Community Development	935.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 3/22/2022 Through 4/4/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALTORFER INDUSTRIES INC	BRUSH KT POL	AP040422	4229	Maintenance - Vehicles	681.26
BANNERVILLE USA INC	POLE BANNERS FOR SUMMER 2022	AP040422	4225	Maintenance - Equipment	10,000.00
CINTAS #769	MATT RENTAL FOR CITY HALL	AP040422	4223	Maintenance - Building	25.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET -PUBLIC WORKS	AP040422	4219	Liability Insurance	145.14
COM ED	COM ED 0788310001 1041 S FRONTAGE RD	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR PUBLIC WORKS	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	41.86
FOX VALLEY FIRE & SAFETY	FIRE ALARM INSPECTION AT POLICE DEPT	AP040422	4223	Maintenance - Building	339.00
HL LANDSCAPE	TREE REPLACEMENTS	AP040422	4350	Forestry	54,210.00
HL LANDSCAPE	RESIDENTIAL REIMBURSEMENT	AP040422	4350	Forestry	10,650.00
IMPACT NETWORKING, LLC	KONICA AGREEMENT- HP FOR PW	AP040422	4225	Maintenance - Equipment	54.17
JX ENTERPRISES INC	STARTER FOR #101	AP040422	4229	Maintenance - Vehicles	459.53
LAWSON PRODUCTS INCORPORATED	MAINT EQUIPMENT	AP040422	4225	Maintenance - Equipment	14.48
LAWSON PRODUCTS INCORPORATED	MECHANIC SUPPLIES	AP040422	4225	Maintenance - Equipment	627.99
OFFICE DEPOT	MFT STAMPS	AP040422	4253	Supplies - Office	61.98
PIONEER RESEARCH	UNDERWATER GROUT	AP040422	4257	Supplies - Other	777.33
PM PRINTING INC.	WATER DEPT DOOR HANGERS	AP040422	4253	Supplies - Office	210.50
RAGS ELECTRIC	CLOCK TOWER TIMER	AP040422	4225	Maintenance - Equipment	120.00
RAGS ELECTRIC	STREET LIGHT REPAIR- CASS/PLAINFIELD RD	AP040422	4359	Street Light Oper & Maint.	6,534.25
RAGS ELECTRIC	STREET LIGHT REPAIR - NANTUCKET DR	AP040422	4359	Street Light Oper & Maint.	571.56
STEVE PANFIL	REIMBURSEMENT FOR DAMAGED MAILBOX	AP040422	4257	Supplies - Other	90.94

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 3/22/2022 Through 4/4/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP040422	4223	Maintenance - Building	96.92
WHOLESALE DIRECT, INC.	VEHICLE MAINT	AP040422	4229	Maintenance - Vehicles	233.97
WHOLESALE DIRECT, INC.	VEHICLE MAINT	AP040422	4229	Maintenance - Vehicles	67.18
WHOLESALE DIRECT, INC.	WIPER BLADES	AP040422	4229	Maintenance - Vehicles	<u>484.47</u>
				Total Public Works, Streets	86,525.58

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 3/22/2022 Through 4/4/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ASPEN AUTO BODY, INC.	WINDSHIELD REPAIR FOR D14	AP040422	4229	Maintenance - Vehicles	325.00
AUSTIN JUMP	SGT JUMP-REIMBURSEMENT FOR RANGE SUPPLIES	AP040422	4217	Investigation and Equipment	160.78
CHRISTINE CHARKEWYCZ	PROSECUTION FEES- FEB 2022	AP040422	4219	Liability Insurance	1,060.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET -POLICE DEPT	AP040422	4219	Liability Insurance	64.84
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR POLICE DEPT	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	153.28
EMERG TELEPHONE SYSTEM BOARD	DUJIS PRMS OPS & SYSTEM COSTS (12-1-20 thru 11-30-21)	AP040422	4325	Consulting/Professional	40,669.30
KING CAR WASH	CAR WASHES- FEB 2022	AP040422	4229	Maintenance - Vehicles	248.50
NORTHEAST MULTIREGIONAL TRNG	INTERVIEWS/INTERRO... - JAIRALA & REID	AP040422	4263	Training and Education	400.00
NOTARY PUBLIC ASSOCIATION OF I	NOTARY RENEWAL -STEPHEN HIGHLAND	AP040422	4205	Boards and Commissions	54.00
OELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES -FEB 2022	AP040422	4219	Liability Insurance	55.00
RAY O'HERRON CO. INC.	DLUGOPOLSKI- CAP COVER	AP040422	4269	Uniforms	10.50
THEODORE POLYGRAPH SERVICE	POLYGRAPH- PO CANDIDATE-KRAUS	AP040422	4205	Boards and Commissions	200.00
ULINE	BUTCHER PAPER FOR EVIDENCE ROOM	AP040422	4217	Investigation and Equipment	101.58
WILLOWBROOK FORD, INC.	CREDIT FOR RETURN ON INV 5152127	AP040422	4229	Maintenance - Vehicles	(125.44)
Total Police Department					43,377.34
Total General Fund					154,455.75

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 3/22/2022 Through 4/4/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADS ENVIRONMENTAL SERVICES	LEAK DETECTION	AP040422	4326	Leak Detection	12,019.80
ALEXANDER CHEMICAL CORPORATION	CHLORINE	AP040422	4241	Quality Control	332.40
ASSOCIATED TECHNICAL SERVICES	LEAK DETECTOR REPAIR	AP040422	4231	Maintenance - Water System	200.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET -PUBLIC WORKS	AP040422	4219	Liability Insurance	145.14
COM ED	COM ED 0788310001 1041 S FRONTAGE RD	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.04
CONSTELLATION NEW ENERGY, INC.	67TH RIDGE	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	94.33
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD RD	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,566.52
CONSTELLATION NEW ENERGY, INC.	0 LAKEVIEW & OAKLEY	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	22.76
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT RD	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	101.81
CORE & MAIN	WATER MAIN CLAMPS	AP040422	4231	Maintenance - Water System	822.00
CORE & MAIN	WATER MAIN CLAMPS	AP040422	4231	Maintenance - Water System	743.00
CORE & MAIN	WATER MAIN CLAMPS	AP040422	4231	Maintenance - Water System	290.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR PUBLIC WORKS	AP040422	4271	Utilities (Elec,Gas,Wtr,Sewer)	41.85
ERIK CARLSON	ERIK CARLSON-CLOTHING	AP040422	4269	Uniforms	407.33
HENDERSON PRODUCTS, INC.	PUMP	AP040422	4225	Maintenance - Equipment	833.85
LAWSON PRODUCTS INCORPORATED	BOLTS, HYDRANTS, VALVES	AP040422	4231	Maintenance - Water System	772.36
McMASTER-CARR	WATER SYSTEM MAINTENACE	AP040422	4231	Maintenance - Water System	320.45
TITAN IMAGE GROUP INC	SCHUSTER- CLOTHING	AP040422	4269	Uniforms	321.28
UNDERGROUND PIPE & VALVE CO.	BREAK FLANGE	AP040422	4231	Maintenance - Water System	590.00
USABLUEBOOK	STRAP WRENCHES	AP040422	4231	Maintenance - Water System	204.44
WILLOWBROOK FORD, INC.	WIPER BLADE	AP040422	4225	Maintenance - Equipment	41.07
WILLOWBROOK FORD, INC.	WHEEL COVER FOR #400	AP040422	4225	Maintenance - Equipment	107.79
WILLOWBROOK FORD, INC.	MIRROR ASY FOR #400	AP040422	4225	Maintenance - Equipment	1,066.27
WILLOWBROOK FORD, INC.	COVER	AP040422	4225	Maintenance - Equipment	42.17
ZIEBELL WATER SERVICE PRODUCTS	B-BOX LIDS	AP040422	4231	Maintenance - Water System	250.00

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 3/22/2022 Through 4/4/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Public Works, Water	22,364.66
				Total Water Fund	22,364.66

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 3/22/2022 Through 4/4/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3017243669- 2510 ABBEY DR	AP040422	4840	Street Lights	1,089.86
				Total MFT Expenses	1,089.86
				Total Motor Fuel Tax	1,089.86

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 3/22/2022 Through 4/4/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CORE & MAIN	WATER METERS 1 INCH	AP040422	4390	Capital Improv-Infrastructure	75,600.00
				Total Depreciation Expenses	75,600.00
				Total Water Depreciation Fund	75,600.00

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 3/22/2022 Through 4/4/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
HL LANDSCAPE	BAILEY RD ROW WALL /TREES	AP040422	4390	Capital Improv-Infrastructure	1,925.00
				Total Capital Fund Expenditures	1,925.00
				Total Capital Improvement Fund	1,925.00
Report Total					255,435.27

AGENDA MEMO
City Council
April 4, 2022

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute a contract between the City of Darien and GO Painters Inc. for the 2022 Fire Hydrant Painting Phase 2, at a unit cost of \$96.00 for an amount not to exceed \$69,600.

RESOLUTION

BACKGROUND

The FY22-23 Budget includes funding for the sandblasting, priming and painting of approximately 725 of the 1,500 fire hydrants the City owns and operates. This program is considered the final phase of a 2 year program.

The City partnered with the Village of Lisle and surrounding municipalities for the opportunity to secure optimal pricing for fire hydrant painting program. The City of Lisle entertained the multi-jurisdictional contract and the awarded vendor is GO Painters Inc. Attached and labeled as [Attachment A](#), are the bid results from the bid opening held on April 23, 2019. The contract called out for the sandblasting, priming and painting of 1,500 fire hydrants over a two year period. The unit cost for the proposed work is \$96.00 per fire hydrant and the Staff plans to complete approximately 725 fire hydrants this year. Due to the Covid 19 pandemic, the City postponed the program in 2020 and the vendor agreed to extend prices through 2022. See [Attachment B](#).

The proposed expenditure would be from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
12-51-4390	FIRE HYDRANT PAINTING	\$75,000	\$69,600	\$5,400

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolution authorizing the Mayor to execute a contract between the City of Darien and GO Painters Inc. for the 2022 Fire Hydrant Painting Phase 2, at a unit cost of \$96.00 for in an amount not to exceed \$69,600.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 4, 2022 City Council agenda for formal approval.



BID TABULATION

ITB 1287 - HYDRANT SANDBLASTING AND PAINTING PROGRAM

4/23/2019

				GO Painters Inc. Maywood IL						Muscat Painting & Decorating East Dundee IL					
Municipality	Quantities			Unit Price			Extended Price			Unit Price			Extended Price		
	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021	2019	2020	2021
Lisle	325	325	325												
Burr Ridge	60	300	300												
Darien	0	750	750												
Downers Grove	600	800	900												
Glen Ellyn	0	200	200												
Hinsdale	156	71	71												
Lombard	40	0	0												
Roselle	375	0	0												
Willowbrook	650	0	0												
Woodridge	275	275	275												
County of DuPage	350	250	200												
Total	2831	2971	3021												

From: [G.O Painters](#)
To: [Regina Kokkinis](#)
Cc: [Kris Throm](#); [Dennis Cable](#); [Dan Gombac](#)
Subject: Re: Fire hydrants painting program 2020
Date: Thursday, March 17, 2022 7:53:45 AM

Yes we will extend the price of 96.00 per hydrant.

On Mon, Mar 14, 2022, 2:30 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Hi Mr. Oceguela,

Just wanted to confirm the price extension of \$96 for City of Darien 2022 hydrant painting.

See the previous emails below.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

From: Dan Gombac <dgombac@darienil.gov>
Sent: Monday, December 14, 2020 11:11 AM
To: G.O Painters <gopainters@gmail.com>
Cc: Kris Throm <kthrom@darienil.gov>; Dennis Cable <dcable@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>
Subject: RE: Fire hydrants painting program 2020

Thank you

Daniel Gombac

Director of Municipal Services

630-353-8106

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Follow the link and subscribing is simple!

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

From: G.O Painters <gopainters@gmail.com>

Sent: Monday, December 14, 2020 9:11 AM

To: Dan Gombac <dgombac@darienil.gov>

Cc: Kris Throm <kthrom@darienil.gov>; Dennis Cable <dcable@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>

Subject: Re: Fire hydrants painting program 2020

Good morning

Yes we can extend the price, we'll see next year thanks Dan.

On Wed, Dec 9, 2020, 11:27 AM Dan Gombac <dgombac@darienil.gov> wrote:

Good morning Georgia,

Upon review of the hydrant painting contract are you willing to extend pricing to 2022. I am proposing to do 750 hydrants in 2021 and 750 in 2022.

While the contract expires this year, are you willing to extend prices for 2021 at 93.00 per hydrant and for 2022 at 96.00 per hydrant?

Sub Total Cost \$69,750

\$72,000

Total \$141,750

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

From: Dan Gombac

Sent: Tuesday, April 21, 2020 9:53 AM

To: 'G.O Painters' <gopainters@gmail.com>; Regina Kokkinis <rkokkinis@darienil.gov>

Cc: Kris Throm <kthrom@darienil.gov>; Dennis Cable <dcable@darienil.gov>

Subject: RE: Fire hydrants painting program 2020

Good morning Georgia,

Unfortunately, due to the current pandemic, our Capital Projects have been put on hold and therefore will be reconsidered for May 2021. Please let me know whether unit prices could be held and forward a confirmation with the unit pricing to be held.

Sincerely,

Regina,

Pls print and file to 21 Budget

Daniel Gombac

Director of Municipal Services

630-353-8106

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

From: G.O Painters <gopainters@gmail.com>

Sent: Tuesday, April 21, 2020 8:18 AM

To: Dan Gombac <dgombac@darienil.gov>; Kris Throm <kthrom@darienil.gov>

Subject: Re: Fire hydrants painting program 2020

also we will like to let you know that we are planning to keep the same of last year to all municipalities hoping that help on this times, let us know if there's something else we can do, thank you very much.

On Mon, Apr 20, 2020, 12:07 PM G.O Painters <gopainters@gmail.com> wrote:

Good morning

I hope everything is well, I'm starting to make my 2020 schedule for fire hydrants and i would like to ask if you still doing any this year, if so we may be able to start by the 1st of May at any town whoever like to start first,or we can work out a date after any flushing or repairs that you may have scheduled, we are not sure if the municipalities will let us work is only 2 guys per team,2 teams at the moment(1 crew blasting 1 crew painting) and they are not working together let me know and also if you have any questions, thank you very much and stay safe.

--

--

Best Regards.

GEORGE OCEGUERA

GO PAINTERS CEO.

PN: 773-799-6590

FAX: 708-582-7582



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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF DARIEN AND GO PAINTERS INC. FOR THE 2022 FIRE HYDRANT PAINTING PHASE 2, AT A UNIT COST OF \$96.00 FOR AN AMOUNT NOT TO EXCEED \$69,600

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract between the City of Darien and GO Painters Inc. for the 2022 Fire Hydrant Painting Phase 2 in an amount of \$69,600, 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 4th day of April 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



INVITATION FOR BIDS

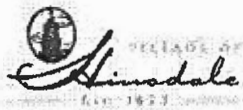
#1287

BID DOCUMENTS AND SPECIFICATIONS

HYDRANT SANDBLASTING AND PAINTING PROGRAM

FOR THE MUNICIPALITIES OF:

LISLE ,BURR RIDGE, DARIEN, DOWNERS GROVE, GLEN ELLYN,
HINSDALE, LOMBARD, ROSELLE, WILLOWBROOK, WOODRIDGE and
COUNTY OF DUPAGE



VILLAGE OF LISLE
925 Burlington Avenue
Lisle, IL 60532
(630) 271-4100



Village of Lisle Public Works Department
 925 Burlington Avenue
 Lisle, IL 60532

SCHEDULE OF PRICES

Project: Hydrant Sandblasting and Painting

Company Name: GO PAINTERS INC.
 Address: 500 N. 6Th AVENUE
 City, State, Zip Code: MAYWOOD IL.60153

Hydrant Sandblasting and Painting Per the specifications identified herein

Municipality	Quantities			Unit Price			Extended Price		
	2019	2020	2021	2019	2020	2021	2019	2020	2021
Lisle	325	325	325	Unit Price(s) Extended to all Participating Municipalities			Extended Price(s) based on Total Estimated Quantities		
Burr Ridge	60	300	300						
Darien	0	750	750						
Downers Grove	600	800	900						
Glen Ellyn	0	200	200						
Hinsdale	156	71	71						
Lombard	40	0	0						
Roselle	375	0	0						
Willowbrook	650	0	0						
Woodridge	275	275	275						
County of DuPage	350	250	200						
Total	2831	2971	3021	\$90.00	\$93.00	\$96.00	\$254,790.00	\$276,303.00	\$290,016.00

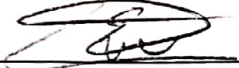
ANNUAL DISCOUNT IF ALLOWED TO STORE AT MUNICIPAL FACILITY

WILL THE CONTRACTOR UTILIZE SPACE AT A MUNICIPAL FACILITY TO STORE EQUIPMENT OVERNIGHT?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Discount extended to Municipalities	2 %	

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered

SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature:  _____ Company Name: GO PAINTERS INC. _____
Typed/Printed Name: JORGE E OCEGUERA _____ Date: 04/22/2019 _____
Title: PRESIDENT _____ Telephone Number: 773-799-6590 _____
E-mail: gopainters@gmail.com _____

1. INTENT

It is the intent of the Village of Lisle (LISLE), the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Roselle (ROSELLE), the Village of Willowbrook (WILLOWBROOK) and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities") to jointly bid hydrant painting, and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Lisle is conducting the bidding process on behalf of the Municipalities. Each City, County, and Village's municipal manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

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

2. PRE-BID CONFERENCE / QUESTIONS

2.1 There will be no pre-bid conference.

2.2 Any and all questions concerning this bid must be submitted in writing, no later than 5 business days before the bid deadline, to Joe Catalano at procurement@villageoflisle.org or to the Village of Lisle Village Hall address.

3. BID PRICE

The Municipalities of Lisle, Burr Ridge, Darien, Downers Grove, Glen Ellyn, Hinsdale, Lombard, Roselle, Willowbrook, Woodridge, and the County of DuPage request pricing for the base bid of year (1) one and firm/fixed pricing for years (2) two and (3) three for hydrant sandblasting and painting.

Contractor must be able to complete the entire sum of hydrants for all Municipalities within each contract year. Failure may result in non-extension or termination of future contract years.

The Contractor shall identify the discount, which shall be extended to each municipality on percent basis, if equipment staging is allowed at municipal facility(ies).

4. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Lisle to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lisle will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

5. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimated quantities only. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether for more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

In the event awarded Contractor(s) is unavailable, the Municipalities reserve the right to use whatever Contractor is available to minimize and/or mitigate damages to their Municipality.

6. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Village of Lisle customer service counter located at 925 Burlington Ave. Lisle, IL 60532 until 11:00 a.m. local time on **TUESDAY, APRIL 23, 2019**, and then publicly opened and read aloud in the Village Hall Board Room for the following:

1287

HYDRANT SANDBLASTING AND PAINTING FOR THE MUNICIPALITIES OF:

**LISLE, BURR RIDGE, DARIEN, DOWNERS GROVE, GLEN ELLYN, HINSDALE, LOMBARD, ROSELLE,
WILLOWBROOK, WOODRIDGE AND COUNTY OF DUPAGE ("MUNICIPALITIES")**

Scope of work includes: sandblasting, priming and all prep work required to paint fire hydrants throughout the Municipalities.

Plans, specifications and bid forms is available for download at www.villageoflisle.org/bids.aspx or www.demandstar.com.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Lisle for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

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

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Municipalities.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the bidder.

The Municipalities reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Joe Catalano
Procurement Services Manager
April 2, 2019

financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made based on a Total Extended Price for all Municipalities (year one only) exclusive of any discounts. The Village reserves the right to award multiple years, to award the bid in part or in whole or not award, and/or reject any or all bids, whatever is deemed to be in the best interest of the Municipalities.

Each year, the individual Municipalities shall award their work to the Contractor independently of the other Municipalities after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. TERM

The term of the contract shall be for one (1) year from date of award for the Base Bid Municipalities identified herein, including Emergency Services. The Municipalities reserve the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

The Contractor shall begin hydrant sandblasting and painting services for the Municipalities in spring/summer of each year. The completion date each year shall be 60 (sixty) days from the NOTICE TO PROCEED from each Municipality. The completion date may be extended for a Municipality upon mutual written consent by the Municipality and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

8. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the Municipalities.

9. CONTACT WITH MUNICIPAL PERSONNEL

All bidders are prohibited from making any contact with the respective Municipalities' Presidents, Trustees, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

10. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Lisle is the only official source for proposal packages and supporting materials. Registration with the Village of Lisle is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Lisle cannot ensure that bidders who obtain bid packages from sources other than the Village of Lisle will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Village of Lisle's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Lisle will NOT rebid the project absent extraordinary circumstances.

11. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Lisle shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the bid documents, and as otherwise required by the Village of Lisle, including, but not limited to:

- 100% performance and payment bonds for the project(s) awarded by other Municipalities prior to beginning work (if applicable).
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

12. RESERVATION OF RIGHTS / BONDS

12.1 Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject, and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

12.2 Each Municipality reserves the right to, prior to commencing any work, require a Performance Bond and/or a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, the individual Municipality, from a surety company acceptable to the individual Municipality, each in the penal sum of the work authorized by the individual Municipality.

13. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- A. Bid pricing
- B. Emergency Response Rate and Minimum Call Out Time
- C. Compliance with Specifications
- D. Previous Municipality Experience
- E. Submittal Compliance
- F. References

14. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the Municipalities is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

15. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

16. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: procurement@villageoflisle.org in accordance with Section 2 of this document.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lisle to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Municipalities recognize that in some cases the information conveyed in this bid document may provide an insufficient basis for performing a complete analysis of the bid requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lisle will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

17. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village Procurement Services Manager within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Procurement Services Manager. The decision of the Procurement Services Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Procurement Services Manager.

18. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit

19. RESPONSIVE BID

19.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

19.2 Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

20. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

20.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements. Workers' Compensation Insurance shall include a waiver of subrogation against each Municipality.

20.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

20.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

20.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$ 1,000,000
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20.5 Contractor agrees that with respect to the above required insurance:

20.5.1 The CGL policy shall be endorsed for the general aggregate to apply on any basis;

20.5.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

20.5.3 The Contractor's insurance shall be primary in the event of a claim.

20.5.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies

20.5.5 A **Certificate of Insurance** that states **each Municipality** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

20.6 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, each municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.

21. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Lisle (LISLE), the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Roselle (ROSELLE), the Village of Willowbrook (WILLOWBROOK) and the Village

of Woodridge (WOODRIDGE) (collectively, "MUNICIPALITIES") which include their representatives, agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Lisle (LISLE), the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Roselle (ROSELLE), the Village of Willowbrook (WILLOWBROOK) and the Village of Woodridge (WOODRIDGE) (collectively, "MUNICIPALITIES"), its agents, servants, or employees or any other person indemnified hereafter.

22. CHANGE IN STATUS

The Contractor shall notify the Village of Lisle and each Municipality immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor Vendor ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

23. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change Orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the Municipality prior to execution.

23.1 Change Orders shall comply with 720 ILCS 5/33E-9.

23.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

23.3 The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

23.4 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Municipality. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.

23.5 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

23.6 A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

24. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices for each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Lisle
Director of Public Works
925 Burlington Avenue
Lisle, IL 60532

Village of Burr Ridge
Director of Public Works
7660 County Line Road
Burr Ridge, IL 60527

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

Village of Downers Grove
Director of Public Works
5101 Walnut Ave.
Downers Grove, IL 60515

County of DuPage
Director of Public Works
421 N. County Farm Rd
Wheaton, IL 60187

Village of Glen Ellyn
Director of Public Works
535 Duane Street
Glen Ellyn, IL 60137

Village of Hinsdale
Director of Public Works
19 E. Chicago Avenue
Hinsdale, IL 60521

Village of Lombard
Director of Public Works
255 E. Wilson Avenue
Lombard, IL 60148

Village of Roselle
Director of Public Works
31 S. Prospect Street
Roselle, IL 60172

Village of Willowbrook
Director of Public Works
835 Midway Drive
Willowbrook, IL 60527

Village of Woodridge
Director of Public Works
5 Plaza Drive
Woodridge, IL 60517

25. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Lisle Project Specifications; The Village of Lisle General Terms & Conditions, The Village of Lisle Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

26. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois for the Municipalities whose office is in DuPage County, in the Circuit Court of Will County, State of Illinois for the Municipalities whose office is in Will County and in the Circuit Court of Cook County, Illinois for Municipalities whose office is in Cook County.

27. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract, because of any failure on the part of the Village or any of the Municipalities, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

28. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village or any of the Municipalities.

29. TERMINATION

The Municipalities reserves the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

30. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

31. MUNICIPALITY CONTRACTOR'S LICENSE

The most responsive and responsible bidder, prior to commencing any work, must have a valid Contractor's License on-file with the respective Municipality's Development Department and be in "good standing" with bidder's respective State licensing agency, if applicable.

32. NON APPROPRIATION

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

33. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Lisle will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the right is reserved to reject such bid at the discretion of the Village of Lisle.

34. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

35. AUDIT/ACCESS TO RECORDS

- A. The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, any government agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- C. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

36. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that

the respective Villages Board of Trustees or City Council have accepted said bid.

37. COMPETENCY OF BIDDER

If requested in writing by a Municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

38. ADMINISTRATIVE PROCEEDINGS / LITIGATION

If applicable, bidder shall list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. List all unsatisfied liens against the Bidder. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

The Village may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work. The Village reserves the right to require of any Bidder such information as stated above and necessary to verify the Bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

39. REFERENCES

Bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

40. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to a Municipality, copies of any and all such documents when directed to do so by the Municipality. All such documents shall be delivered to the respective Municipality's Clerk's Office no later than five (5) working days after the date of the Municipality's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Municipality to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Municipality.

LABOR STATUTES, RECORDS AND RATES CONSTRUCTION CONTRACTS for

MUNICIPALITIES - STATE OF ILLINOIS

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

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

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

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract term(s). A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Village by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include, among other data, each worker's name, address, telephone number, last four digits of the worker's social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

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

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

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

<https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2>.

1. PROGRAM OVERVIEW

The Municipalities own, maintain, and operate their own water systems. The hydrants to be sandblasted and painted represent a variety of makes from manufacturers such as, Eddy, Mueller, Clow, Waterous and Traverse City.

The contractor shall provide all labor, equipment, and materials to sandblast and paint fire hydrants. If necessary, the Municipality will allow contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, to ensure access to the hydrant for the contractor and minimize or eliminate any potential damage to vehicles.

2. SCOPE OF WORK

The contractor shall be responsible for sandblasting and painting selected hydrants. The Municipality will make every effort to identify hydrants for painting that are nearby one another, however the Municipality may require a hydrant outside of the identified area be sandblasted and painted.

3. TECHNICAL SPECIFICATIONS

Hydrants shall be sandblasted and painted in accordance with these specifications.

3.1 Site Preparation and Protection

The contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Municipality 36 hours in advance.

3.2 Sandblasting

The contractor shall remove all paint from fire hydrants leaving the entire metal surface of the hydrant exposed via high pressure air blasts using eco-friendly crushed glass media, or approved equal by the Public Works Director. Any paint remaining on the hydrant shall be removed using a wire brush. The hydrant caps are to remain on during the blasting process. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Municipality immediately.

3.3 Painting

Paint- All material shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Municipality. The CONTRACTOR shall submit to the Municipality, immediately upon completion of the job, certification from the paint manufacturer indicating that the quantity of each coating purchase was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.

Prime coat- Immediately after surface preparation is complete; one coat of primer paint shall be applied to all exposed metal surfaces of the hydrant. All peaks in the surface profile shall be thoroughly coated. Choice of primer will be determined by each individual Municipality. The Municipality shall choose one of the following primers: Sherwin Williams Kem Bond HS white or gray, or Tnemec Series 37H Chem Prime HS Gray. The primer shall be applied per the manufacturer's specifications for complete coverage.

Top coat- After the primer coat has thoroughly dried; the CONTRACTOR shall apply a top coat to all surfaces to achieve a wet film thickness recommended by the manufacturer. Choice of top coat will be determined by each individual Municipality. The Municipality shall choose one of the following paints for the top coat: Sherwin Williams Industrial Urethane Alkyd Enamel, Sherwin Williams Steel-Master 9500, or Tnemec Series 82HS-02SF Versatone. Hydrant colors will be specified by each individual Municipality.

2nd Top coat - Apply a second top coat after the manufacturer's recommended drying time to provide complete coverage.

Primer and paint thickness shall be applied according to manufacturer's minimum spreading rate per coat plus 1.0 mils. Wet film thickness shall be measured in accordance with current ATSM D4415-95 "Standard Practice for Measurement of Wet Film Thickness by Notched Gages". Dry film thickness shall be measured in accordance with current SSPC PA2, "Dry Paint Thickness with Magnetic Gauges". If the specified thickness is not obtained, an additional coat(s) of paint shall be applied.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray hydrants on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat, top coat, or 2nd top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Municipality before use.

3.4 Site Clean-Up

The contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

3.5 Damage to Parkway

Damage to the parkway caused by the contractor shall be repaired by the contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

4. SCHEDULING OF WORK

The contractor shall schedule all work with the Public Works Director or his/her designee. The sandblasting and painting of most fire hydrants will be done during regular business hours, 7 am to 3 pm. All hydrants identified by the Municipality shall be sandblasted and painted within 60 (sixty) days of NOTICE TO PROCEED

5. WORKZONE SAFETY AND PROPERTY PROTECTION

The contractor shall be responsible for all work zone safety including proper traffic control when necessary. The contractor shall also be responsible for ensuring private property is not damaged while performing the work.

6. DAMAGE TO PRIVATE PROPERTY

The contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Municipality).

7. WARRANTY

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by each Municipality. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by a Municipality that the workmanship is not sufficient to the Municipality's standards, the Contractor shall return and repair to the satisfaction of the Municipality at no additional cost to the Municipality.

Each Municipality shall be the sole determiner of what constitutes satisfactory workmanship for their Municipality.

CONTRACTOR REFERENCES

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

Municipality: Village of Lombard
Address: 255 E. Wilson Avenue
City, State, Zip Code: Lombard, IL 60148
Contact Person/
Telephone Number: BRIAN M. JACK 630-620-5709
Dates of Service/Award
Amount: SUMMER 2016 & 2017. \$30,000.00 \$32,000.00

Municipality: Village of Roselle
Address: 31 S. Prospect Street
City, State, Zip Code: Roselle, IL 60172
Contact Person/Telephone
Number: Mike Schulz 630- 547-5517
Dates of Service/Award
Amount: SUMMER 207 & 2018 \$31,000.00 \$31,500.00

Agency: V ILLAGE OF DOWNERS GROVE IL.
Address: 5101 Walnut Avenue
City, State, Zip Code: Downers Grove IL. 60515
Contact Person/
Telephone Number: DAVID MOODY (630)434-5495
Dates of Service/Award
Amount: SUMMER 2016. 2017 & 2018 \$31,000.00 \$31,500.00 \$51,200.00

Agency: VILLAGE OF LISLE
Address: 925 BURLINGTON AVE.
City, State, Zip Code: LISLE IL. 60532
Contact Person/
Telephone Number: JOE CATALANO 630-271-4134
Dates of Service/Award
Amount: SUMMER 2017 & 2018. \$19,500.00 \$23,360.00

Agency: VILLAGE OF RIVER FOREST
Address: 400 Park Avenue
City, State, Zip Code: River Forest IL60305
Contact Person/
Telephone Number: Mark Janopolous.708-205-2085
Dates of Service/Award
Amount: SUMMER 2016 & 2017. \$18,000.00 \$20,000.00

DISQUALIFICATION OF CERTAIN BIDDERS

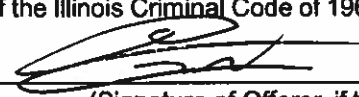
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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


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



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

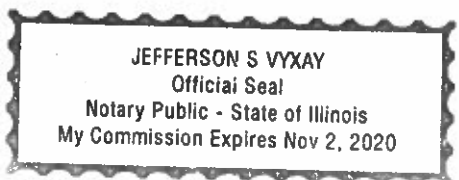
The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 23rd day of April, 2019



 Notary Public

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



ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Jorge Ocegvera, being first duly sworn,

deposes and says that he/she is OWNER
(Partner, Officer, Owner, Etc.)

of go Painters INC.
(Contractor)

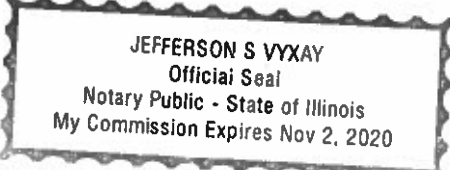
By submission of the bid, each bidder and, in the case of a joint bid, each party to the joint bid, certifies as to his or her own organization, that, in connection with the bid:

- a) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;
- b) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition. Also, each bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33E-11]; and

Each person signing the bid shall certify that he or she is the person in the bidder's organization responsible for the decision as to the prices being bid or

Jorge Ocegvera
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 23rd day of April, 2019



[Signature]
Notary Public

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

CONFLICT OF INTEREST

GO Painters Inc. Jorge Acguera, hereby certifies that

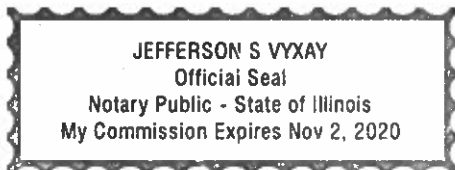
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

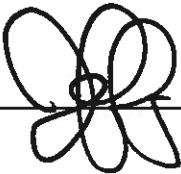
Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Lisle may disqualify the bid or the affected the Municipality may void any award and acceptance that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

Jorge Acguera

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

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 23rd day of April, 2019





Notary Public

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

TAX COMPLIANCE AFFIDAVIT

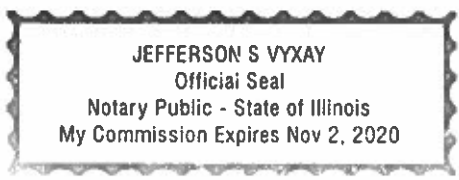
Jorge Ocegvera, being first duly sworn,
deposes and says that he is owner
(Partner, Officer, Owner, Etc.)
of Go Painters Inc.
(Contractor)

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

Jorge Ocegvera
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 23rd day of April, 2019



[Signature]
Notary Public

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

PARTICIPATION AFFIDAVIT

Jorge Oleguera, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he/she is Owner
(Partner, Officer, Owner, Etc.)

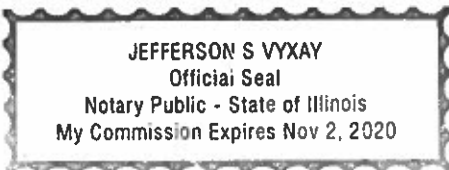
of go Painters inc.
(Contractor)

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

Jorge Oleguera
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 23rd day of April, 2019



[Signature]
Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

**APPENDIX A
AGREEMENT ACCEPTANCE**

HYDRANT SANDBLASTING AND PAINTING PROGRAM

ACCEPTANCE

The Contract/Proposal 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 4th day of April, **2022** .

This Acceptance, together with the Contract/Proposal 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/Proposal. 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/Proposal." 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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bid Bond

Bond No. BID

CONTRACTOR:
(Name, legal status and address)

GO Painters, Inc.
500 North 6th Avenue
Maywood, IL 60153

SURETY: Philadelphia Indemnity Insurance Company: Pennsylvania Corporation
(Name, legal status and principal place of business)

One Bala Plaza
Suite 100
Bala Cynwyd, PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Village of Lisle
925 Burlington Avenue
Lisle, IL 60532

BOND AMOUNT: 5% of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
#1287 - Hydrant Sandblasting and Painting Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

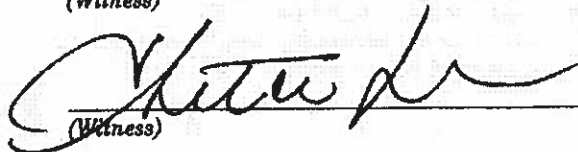
Signed and sealed this 23rd day of April, 2019

GO Painters, Inc.

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

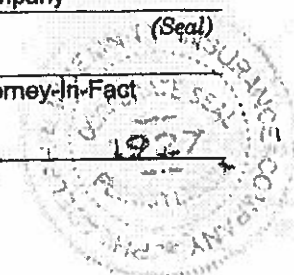
Philadelphia Indemnity Insurance Company

(Surety)

(Title)

John D. Welsbrot, Attorney-in-Fact

(Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JOHN D. WEISBROT, PATRICIA A. TINSMAN, MELISSA L. MCDADE OR STEVEN M. YARGA its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of April, 2019



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PHILADELPHIA INDEMNITY INSURANCE COMPANY

**Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus
(in thousands, except par value and share amounts)**

	As of December 31,	
	2017	2016
Admitted Assets		
Bonds (fair value \$6,911,411 and \$6,366,973)	\$ 6,708,174	\$ 6,256,540
Preferred stocks (fair value \$50,134 and \$61,596)	48,537	60,425
Common stocks (cost \$31,965 and \$73,723)	33,817	71,273
Mortgage loans	400,590	358,530
Real estate	3,294	3,518
Other invested assets (cost \$234,382 and \$210,393)	240,475	216,318
Receivables for securities	399	2,527
Cash, cash equivalents and short-term investments	140,468	44,778
Cash and invested assets	<u>7,575,754</u>	<u>7,013,909</u>
Premiums receivable, agents' balances and other receivables	831,770	781,505
Reinsurance receivable on paid losses	33,955	23,669
Accrued investment income	86,998	77,957
Receivable from affiliates	6,611	5,883
Federal income taxes receivable	4,869	-
Net deferred tax asset	113,125	177,984
Other assets	89	93
Total admitted assets	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

Liabilities and Capital and Surplus

Liabilities:		
Net unpaid losses and loss adjustment expenses	\$ 4,263,696	\$ 3,856,578
Net unearned premiums	1,533,201	1,449,732
Reinsurance payable on paid loss and loss adjustment expenses	23,933	13,357
Ceded reinsurance premiums payable	80,592	72,331
Commissions payable, contingent commissions and other similar charges	225,361	249,225
Federal income taxes payable	-	13,273
Accrued expenses and other liabilities	117,799	92,865
Payable to affiliates	10,761	12,467
Provision for reinsurance	1	642
Payable for purchased securities	81,458	49,033
Total liabilities	<u>\$ 6,336,802</u>	<u>\$ 5,809,503</u>

Capital:

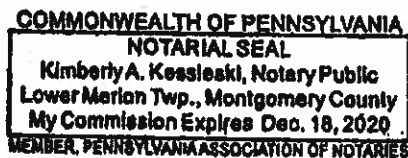
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
---	-------	-------

Surplus:

Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	<u>1,925,798</u>	<u>1,880,926</u>
Total surplus	<u>2,311,869</u>	<u>2,266,997</u>
Total capital and surplus	<u>2,316,369</u>	<u>2,271,497</u>
Total liabilities and capital and surplus	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:



Sworn to before me this 6th day of June 2018.


Karen Gilmer-Pauciello, EVP & CFO


Kimberly Kessleski, Notary

AGENDA MEMO
City Council
April 4, 2022

ISSUE STATEMENT

A resolution accepting a proposal from Norwalk Tank Company for storm sewer concrete structures, iron sewer grates, concrete adjusting rings as required for various Public Works projects for a period of May 1, 2022 through April 30, 2023.

RESOLUTION

BACKGROUND

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

Competitive quotes were requested for the storm sewer concrete material, and staff received two (2) competitive quotes. The lowest bidder was Norwalk Tank Company. See [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2022 through April 30, 2023.

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Norwalk Tank Company.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 4, 2022 City Council agenda for formal approval.



**STORM SEWER STRUCTURES SUMMARY QUOTE REQUEST
2022-2023**

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	Great Lakes Concrete		Norwalk Tank Company	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			15	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00
A. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 18-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	\$ 165.00	\$ 2,475.00	\$ 135.00	\$ 2,025.00
B. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	\$ 180.00	\$ 2,700.00	\$ 125.00	\$ 1,875.00
C. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 30-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	10 - 250	EACH	10	\$ 205.00	\$ 2,050.00	\$ 169.00	\$ 1,690.00
D. TYPE C-CATCH BASIN 30-INCH O.D. X 24-INCH I.D. 36-INCH HIGH WITH TWO HOLES-UP TO 3 HOLES MAY BE REQUIRED	5 - 100	EACH	5	\$ 240.00	\$ 1,200.00	\$ 169.00	\$ 845.00
E. 1-INCH CONCRETE RING	8 - 100	EACH	8	\$ 23.00	\$ 184.00	\$ 26.50	\$ 212.00
F. 2-INCH CONCRETE RING	5 - 100	EACH	5	\$ 24.00	\$ 120.00	\$ 26.50	\$ 132.50
G. 3-INCH CONCRETE RING	5 - 100	EACH	5	\$ 30.00	\$ 150.00	\$ 29.00	\$ 145.00
H. 4-INCH CONCRETE RING	5 - 100	EACH	5	\$ 35.00	\$ 175.00	\$ 31.00	\$ 155.00
I. 6-INCH CONCRETE RING	5 - 100	EACH	5	\$ 45.00	\$ 225.00	\$ 40.00	\$ 200.00
J. 8-INCH CONCRETE RING	5 - 100	EACH	5	\$ 55.00	\$ 275.00		\$ -
TOTAL COSTS A - J					\$ 9,554.00		\$ 7,279.50

QUOTE AWARDED ON TOTAL COST

amount w/no bid \$ **9,279.00**

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY FOR STORM SEWER CONCRETE STRUCTURES, IRON SEWER GRATES, CONCRETE ADJUSTING RINGS AT THE PROPOSED UNIT PRICES FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Norwalk Tank Company to provide storm sewer concrete structures, iron sewer grates, concrete adjusting rings at the proposed unit prices for various Public Works projects for a period of May 1, 2022 through April 30, 2023, attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



STORM SEWER CONCRETE STRUCTURES SUMMARY QUOTE REQUEST

Prices Good For 90 Days

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2022-2023		2023-2024		2024-2025	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			15	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00	\$ 1.00	\$ 15.00
A. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 18-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	\$135.00	\$2025.00				
B. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 24-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	15 - 250	EACH	15	\$125.00	\$1875.00				
C. TYPE A -INLETS 30-INCH O.D. X 24-INCH I.D. 30-INCH HIGH WITH TWO HOLES-HOLES ARE STRAIGHT THROUGH	10 - 250	EACH	10	\$169.00	\$1690.00				
D. TYPE C-CATCH BASIN 30-INCH O.D. X 24-INCH I.D. 36-INCH HIGH WITH TWO HOLES-UP TO 3 HOLES MAY BE REQUIRED	5 - 100	EACH	5	\$169.00	\$845.00				
E. 1-INCH CONCRETE RING	8 - 100	EACH	8	\$26.50	\$212.00				
F. 2-INCH CONCRETE RING	5 - 100	EACH	5	\$26.50	\$132.50				
G. 3-INCH CONCRETE RING	5 - 100	EACH	5	\$29.00	\$145.00				
H. 4-INCH CONCRETE RING	5 - 100	EACH	5	\$31.00	\$155.00				
I. 6-INCH CONCRETE RING	5 - 100	EACH	5	\$40.00	\$200.00				
J. 8-INCH CONCRETE RING	5 - 100	EACH	5	N/A					
TOTAL COSTS A - J					\$ 7274.50				
QUOTE AWARDED ON TOTAL COST									
Company Name: <i>NORWALK TANK COMPANY</i>									
Address: <i>2121 MAPLE RD., JOLIET, IL 60432</i>									
Submitted By: <i>MARK S. KUHAIDA</i>									
Date: <i>3/1/22</i>									
Telephone Number: <i>815-726-3351</i>									
Fax Number: <i>815-726-2945</i>									
E-mail Address: <i>nrwalkbid@att.net</i>									
Authorized Signature: <i>Mark S. Kuhida</i>									
Note: Product delivery must be available within four (4) days, excluding specialized concrete products.									

AGENDA MEMO
City Council
April 4, 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 and preparation of plans and bid documents for the Neighborhood Sidewalks for the east side of Clarendon Hills Road from 67th Street to Plainfield Road at a cost not to exceed \$50,765.

AND

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, engineering and bid documents for the Neighborhood Sidewalks for the south side of 79th Street from Cass Avenue to Stratford Place at a cost not to exceed \$27,005.

BACKGROUND

As part of Safe Routes to School initiative as well as providing links to parks and joining intersecting sidewalks the 2022-23 Budget includes funds for the installation of a new sidewalk at the following locations:

1. East side of Clarendon Hills Road from 67th Street to Plainfield Road

The proposed 5-foot sidewalk, 3500 lineal feet, would be designed within the limits of the right of way and inclusive of the scope of work would include a pedestrian signal and cross walk at 71st and Clarendon Hills Road. The crosswalk has been a talking point to promote a safe crosswalk to the Community Park for residents east of Clarendon Hills Rd.

The scope of engineering is summarized below and is further detailed within the Engineering Agreement, Clarendon Hills Road Sidewalks–67th St. to Plainfield Rd, labeled as [Attachment A](#):

<u>Description</u>	<u>Cost</u>
A. Task 1A – Project Topographic Survey	\$18,805
B. Task 1B – J.U.L.I.E. Utility Coordination	\$ 4,440
C. Task 2 – Preparation of Sidewalk Plan	\$18,000
D. Task 3 – Crosswalk-Rectangular Rapid Flashing Beacon Plans	\$ 6,000
E. Task 4 – Preparation of Engineer’s Opinion of Probable Construction Cost	\$ 1,240
F. Task 5 – Assistance During Bidding	\$ 2,280
G. Task 6 – Assistance During Construction-Limited	<u>NOT INCLUDED</u>
TOTAL	\$50,765

2. South side of 79th Street from Cass Avenue to Stratford Place

The proposed 5-foot sidewalk, 1500 lineal feet, would be designed within the limits of the right of way. The scope of engineering is summarized below and is further detailed within the Engineering Agreement, 79th Street from Cass Avenue to Stratford Place, labeled as [Attachment B](#):

<u>Description</u>	<u>Cost</u>
A. Task 1A - Project Topographic Survey	\$ 9,725
B. Task 1B - J.U.L.I.E. Utility Coordination	\$ 1,480
C. Task 2 - Preparation of Sidewalk Plan	\$12,280
D. Task 3 - Preparation of Engineer’s Opinion of Probable Construction Cost	\$ 1,240
E. Task 4 - Assistance During Bidding	\$ 2,280
F. Task 5 - Assistance During Construction-Limited	<u>NOT INCLUDED</u>
Total	\$27,005

The City Staff applied for a grant for the proposed sidewalks late 2021 and to date notice of awards have not been received. Further is unknown if the City will be awarded any grant funding. The engineering for the sidewalks would not be eligible for funding

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22-23 BUDGET	PROPOSED EXPENDITURE
25-35-4380	Clarendon Hills Road Sidewalk 67 th Street to Plainfield Road	\$450,000	\$ 50,765
25-35-4380	79 th Street Sidewalk Cass to Stratford	\$180,000	\$ 27,005

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of resolutions authorizing the Mayor to accept proposals from:

Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design services related to the surveying and preparation of plans and bid documents for the Neighborhood Sidewalks for the east side of Clarendon Hills Road from 67th Street to Plainfield Road at a cost not to exceed \$50,765.

AND

Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design services related to the surveying, engineering and bid documents for the Neighborhood Sidewalks for the south side of 79th Street from Cass Avenue to Stratford Place at a cost not to exceed \$27,005.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 4, 2022 City Council agenda for formal approval.

MEMO

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 21, 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 Sidewalks – 67th St. to Plainfield Rd.

Dear Dan:

As requested, we are providing this proposal to provide professional engineering services related to the surveying and preparation of plans and bid documents for construction of sidewalks on the east side of Clarendon Hills Road from 67th Street to Plainfield Road. Also included will be a flashing pedestrian sign at 71st Street. Below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

The City is planning to install sidewalks on the east side of Clarendon Hills Road from 67th Street to Plainfield Road, a length of approximately 3500 feet. CBBEL will prepare a survey of the east right of way from edge of pavement to the east right of way line. The survey will include topography, ground features, marked underground utilities, and all found property corners (e.g. approximate right of way). The survey will be the base for plan drawings for the new documents. We will also prepare bid documents, assist with bidding and attend the bid opening, and provide a summary of bids and recommendation to award contract. Services during construction will be provided if requested by City staff.

SCOPE OF SERVICES

Task 1A – Project Topographic Survey

CBBEL will perform topographic survey of Clarendon Hills Road (E'ly R-O-W w/25' overlap, from 350'± south 67th St. centerline to Plainfield Rd., 3,200'LF±), and 71st St./ Clarendon Hills Rd. Intersection (R-O-W to R-O-W w/25' overlap, 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 construction plans and specification/ bid documents for the installation of new sidewalks along the east side of Clarendon Hills Road from 67th Street to Plainfield Road. This will include a Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crossing at 71st Street. We anticipate the plan set to include the following sheets:

1. Cover Sheet

2. Notes and Details
3. Removal and Plan Sheets (4)
4. Pedestrian Signal Plan and Details

We will also prepare a bid booklet of specifications following the IDOT MFT format.

Task 3 – Rectangular Rapid Flashing Beacon Plans:

CBBEL will develop the rectangular rapid flashing beacon plans for the project. CBBEL will use the survey and perform a field reconnaissance to verify existing conditions.

Task 3.1 - Base Sheet Preparation: We will prepare base sheets at a scale of 1" = 20' for the rectangular flashing beacon plans using survey data to be collected by CBBEL.

Task 3.2 – Emergency Flashing Beacon Plans: We will prepare the rectangular rapid flashing beacon plans using the base sheet information from Task 2.1. The rectangular rapid flashing beacon plans will include the following:

- a. Rectangular rapid flashing beacon installation plans.
- b. Cable Plan
- c. Pavement Marking Plan
- d. Sign Details
- c. Schedule of Quantities.
- d. Specifications and applicable Special Provisions.

Task 4 – Preparation of Engineer’s Opinion of Probable Construction Cost

An engineer's opinion of probable construction cost will be prepared for the project based on the rectangular rapid flashing beacon plans

Task 5 – Assistance During Bidding

CBBEL will assist the City in advertising and distributing bid documents. We anticipate that bid packages will be made available on line and may also be advertised on the City website. We will be available to answer questions from potential contractors and will attend the bid opening. After the bid opening we will review the bids and prepare a summary of all proposals received, along with a recommendation to award the contract. After award by the City Council, we will assemble the bid documents for signature by the Contractor and City Officials, and then transmit the executed contracts to all parties as notice to proceed.

Task 6 – Assistance During Construction

It is our understanding that the City staff will be responsible for construction observation and oversight on a day to day basis. CBBEL will be available to assist and answer questions, when requested, during the course of the project. Services under this task will be billed hourly and are not part of the Total fee listed below.

FEE ESTIMATE

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

Task 1A	Project Topographic Survey	\$18,805
Task 1B	J.U.L.I.E. Utility Coordination	\$4,440
Task 2	Preparation of Sidewalk Plan	\$18,000
Task 3	Rectangular Rapid Flashing Beacon Plans	\$6,000

Task 4	Preparation of Engineer's Opinion of Probable Construction Cost	\$1,240
Task 5	Assistance During Bidding	\$2,280
Task 6	Assistance During Construction	Not included
	Total	\$50,765

It is anticipated that the plans and specifications will be complete and ready to advertise for bid within 90 to 120 days of execution of this proposal.

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>	Charges* (\$/Hr)
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.

MEMO

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

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

March 21, 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
79th Street Sidewalks – Cass Ave. to Stratford Pl.

Dear Dan:

As requested, we are providing this proposal to provide professional engineering services related to the surveying and preparation of plans and bid documents for construction of sidewalks on the south side of 79th Street from Cass Avenue to Stratford Place. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

The City is planning to install sidewalks on the south side of 79th Street from Cass Avenue to Stratford Place for an approximate length of 1500 feet. CBBEL will prepare a survey of the south right of way from edge of pavement to the south right of way line. The survey will include topography, ground features, marked underground utilities, and all found property corners (e.g. approximate right of way). The survey will be the base for plan drawings for the new sidewalk. We will also prepare bid documents, assist with bidding and attend the bid opening, and provide a summary of bids and recommendation to award contract. Services during construction will be provided if requested by City staff.

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

CBBEL will perform topographic survey of 79th Street Southerly Parkway (S'ly R-O-W w/25' overlap, from Cass Ave. to Stratford Lane., 1,800'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 construction plans and specification/ bid documents for the installation of new sidewalks along the south side of 79th Street from Cass Avenue to Stratford Place. We anticipate the plan set to include the following sheets:

1. Cover Sheet
2. Notes and Details
3. Removal and Plan Sheets (2)
4. Pedestrian Signal Plan and Details

We will also prepare a bid booklet of specifications following the IDOT MFT format.

Task 3 – Preparation of Engineer’s Opinion of Probable Construction Cost

An engineer's opinion of probable construction cost will be prepared for the project based on the rectangular rapid flashing beacon plans

Task 4 – Assistance During Bidding

CBBEL will assist the City in advertising and distributing bid documents. We anticipate that bid packages will be made available on line and may also be advertised on the City website. We will be available to answer questions from potential contractors and will attend the bid opening. After the bid opening we will review the bids and prepare a summary of all proposals received, along with a recommendation to award the contract. After award by the City Council, we will assemble the bid documents for signature by the Contractor and City Officials, and then transmit the executed contracts to all parties as notice to proceed.

Task 5 – Assistance During Construction

It is our understanding that the City staff will be responsible for construction observation and oversight on a day to day basis. CBBEL will be available to assist and answer questions, when requested, during the course of the project. Services under this task will be billed hourly and are not part of the Total fee listed below.

FEE ESTIMATE

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

Task 1A	Project Topographic Survey	\$9,725
Task 1B	J.U.L.I.E. Utility Coordination	\$1,480
Task 2	Preparation of Sidewalk Plan	\$12,280
Task 3	Preparation of Engineer’s Opinion of Probable Construction Cost	\$1,240
Task 4	Assistance During Bidding	\$2,280
Task 5	Assistance During Construction	Not included
	Total	\$27,005

It is anticipated that the plans and specifications will be complete and ready to advertise for bid within 90 to 120 days of execution of this proposal.

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: _____

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

<u>Personnel</u>	Charges* (\$/Hr)
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.



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 AND PREPARATION OF PLANS AND BID DOCUMENTS FOR THE NEIGHBORHOOD SIDEWALKS FOR THE EAST SIDE OF CLARENDON HILLS ROAD FROM 67TH STREET TO PLAINFIELD ROAD AT A COST NOT TO EXCEED \$50,765

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 and preparation of plans and bid documents for the Neighborhood Sidewalks for the east side of Clarendon Hills Road from 67th Street to Plainfield Road at a cost not to exceed \$50,765, 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 4th day of April, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

March 21, 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 Sidewalks – 67th St. to Plainfield Rd.

Dear Dan:

As requested, we are providing this proposal to provide professional engineering services related to the surveying and preparation of plans and bid documents for construction of sidewalks on the east side of Clarendon Hills Road from 67th Street to Plainfield Road. Also included will be a flashing pedestrian sign at 71st Street. Below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

The City is planning to install sidewalks on the east side of Clarendon Hills Road from 67th Street to Plainfield Road, a length of approximately 3500 feet. CBBEL will prepare a survey of the east right of way from edge of pavement to the east right of way line. The survey will include topography, ground features, marked underground utilities, and all found property corners (e.g. approximate right of way). The survey will be the base for plan drawings for the new documents. We will also prepare bid documents, assist with bidding and attend the bid opening, and provide a summary of bids and recommendation to award contract. Services during construction will be provided if requested by City staff.

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

CBBEL will perform topographic survey of Clarendon Hills Road (E'ly R-O-W w/25' overlap, from 350'± south 67th St. centerline to Plainfield Rd., 3,200'LF±), and 71ST St./ Clarendon Hills Rd. Intersection (R-O-W to R-O-W w/25' overlap, 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 construction plans and specification/ bid documents for the installation of new sidewalks along the east side of Clarendon Hills Road from 67th Street to Plainfield Road. This will include a Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crossing at 71st Street. We anticipate the plan set to include the following sheets:

1. Cover Sheet

2. Notes and Details
3. Removal and Plan Sheets (4)
4. Pedestrian Signal Plan and Details

We will also prepare a bid booklet of specifications following the IDOT MFT format.

Task 3 – Rectangular Rapid Flashing Beacon Plans:

CBBEL will develop the rectangular rapid flashing beacon plans for the project. CBBEL will use the survey and perform a field reconnaissance to verify existing conditions.

Task 3.1 - Base Sheet Preparation: We will prepare base sheets at a scale of 1" = 20' for the rectangular flashing beacon plans using survey data to be collected by CBBEL.

Task 3.2 – Emergency Flashing Beacon Plans: We will prepare the rectangular rapid flashing beacon plans using the base sheet information from Task 2.1. The rectangular rapid flashing beacon plans will include the following:

- a. Rectangular rapid flashing beacon installation plans.
- b. Cable Plan
- c. Pavement Marking Plan
- d. Sign Details
- c. Schedule of Quantities.
- d. Specifications and applicable Special Provisions.

Task 4 – Preparation of Engineer’s Opinion of Probable Construction Cost

An engineer's opinion of probable construction cost will be prepared for the project based on the rectangular rapid flashing beacon plans

Task 5 – Assistance During Bidding

CBBEL will assist the City in advertising and distributing bid documents. We anticipate that bid packages will be made available on line and may also be advertised on the City website. We will be available to answer questions from potential contractors and will attend the bid opening. After the bid opening we will review the bids and prepare a summary of all proposals received, along with a recommendation to award the contract. After award by the City Council, we will assemble the bid documents for signature by the Contractor and City Officials, and then transmit the executed contracts to all parties as notice to proceed.

Task 6 – Assistance During Construction

It is our understanding that the City staff will be responsible for construction observation and oversight on a day to day basis. CBBEL will be available to assist and answer questions, when requested, during the course of the project. Services under this task will be billed hourly and are not part of the Total fee listed below.

FEE ESTIMATE

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

Task 1A	Project Topographic Survey	\$18,805
Task 1B	J.U.L.I.E. Utility Coordination	\$4,440
Task 2	Preparation of Sidewalk Plan	\$18,000
Task 3	Rectangular Rapid Flashing Beacon Plans	\$6,000

Task 4	Preparation of Engineer's Opinion of Probable Construction Cost	\$1,240
Task 5	Assistance During Bidding	\$2,280
Task 6	Assistance During Construction	Not included
	Total	\$50,765

It is anticipated that the plans and specifications will be complete and ready to advertise for bid within 90 to 120 days of execution of this proposal.

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>	Charges* (\$/Hr)
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.

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, ENGINEERING AND BID DOCUMENTS FOR THE NEIGHBORHOOD SIDEWALKS FOR THE SOUTH SIDE OF 79TH STREET FROM CASS AVENUE TO STRATFORD PLACE AT A COST NOT TO EXCEED \$27,005

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 Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design services related to the surveying, engineering and bid documents for the Neighborhood Sidewalks for the south side of 79th Street from Cass Avenue to Stratford Place at a cost not to exceed \$27,005, 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 4th day of April, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

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

March 21, 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
79th Street Sidewalks – Cass Ave. to Stratford Pl.

Dear Dan:

As requested, we are providing this proposal to provide professional engineering services related to the surveying and preparation of plans and bid documents for construction of sidewalks on the south side of 79th Street from Cass Avenue to Stratford Place. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

The City is planning to install sidewalks on the south side of 79th Street from Cass Avenue to Stratford Place for an approximate length of 1500 feet. CBBEL will prepare a survey of the south right of way from edge of pavement to the south right of way line. The survey will include topography, ground features, marked underground utilities, and all found property corners (e.g. approximate right of way). The survey will be the base for plan drawings for the new sidewalk. We will also prepare bid documents, assist with bidding and attend the bid opening, and provide a summary of bids and recommendation to award contract. Services during construction will be provided if requested by City staff.

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

CBBEL will perform topographic survey of 79th Street Southerly Parkway (S'ly R-O-W w/25' overlap, from Cass Ave. to Stratford Lane., 1,800'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 construction plans and specification/ bid documents for the installation of new sidewalks along the south side of 79th Street from Cass Avenue to Stratford Place. We anticipate the plan set to include the following sheets:

1. Cover Sheet
2. Notes and Details
3. Removal and Plan Sheets (2)
4. Pedestrian Signal Plan and Details

We will also prepare a bid booklet of specifications following the IDOT MFT format.

Task 3 – Preparation of Engineer’s Opinion of Probable Construction Cost

An engineer's opinion of probable construction cost will be prepared for the project based on the rectangular rapid flashing beacon plans

Task 4 – Assistance During Bidding

CBBEL will assist the City in advertising and distributing bid documents. We anticipate that bid packages will be made available on line and may also be advertised on the City website. We will be available to answer questions from potential contractors and will attend the bid opening. After the bid opening we will review the bids and prepare a summary of all proposals received, along with a recommendation to award the contract. After award by the City Council, we will assemble the bid documents for signature by the Contractor and City Officials, and then transmit the executed contracts to all parties as notice to proceed.

Task 5 – Assistance During Construction

It is our understanding that the City staff will be responsible for construction observation and oversight on a day to day basis. CBBEL will be available to assist and answer questions, when requested, during the course of the project. Services under this task will be billed hourly and are not part of the Total fee listed below.

FEE ESTIMATE

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

Task 1A	Project Topographic Survey	\$9,725
Task 1B	J.U.L.I.E. Utility Coordination	\$1,480
Task 2	Preparation of Sidewalk Plan	\$12,280
Task 3	Preparation of Engineer’s Opinion of Probable Construction Cost	\$1,240
Task 4	Assistance During Bidding	\$2,280
Task 5	Assistance During Construction	Not included
	Total	\$27,005

It is anticipated that the plans and specifications will be complete and ready to advertise for bid within 90 to 120 days of execution of this proposal.

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: _____

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

<u>Personnel</u>	Charges* (\$/Hr)
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.

AGENDA MEMO
City Council
April 4, 2022

ISSUE STATEMENT

A resolution authorizing the purchase one (1) copier/printer from Alternative Business Suppliers, Inc. using Department of Justice (DOJ) award money in an amount not to exceed \$6,500.

RESOLUTION

BACKGROUND/HISTORY

The City of Darien purchased the current Police Department copier, Toshiba eStudio457 in 2013. The average lifespan of a copier is around 3-5 years. Due to the age of the copier, the monthly maintenance cost along with the number of service calls continues to increase and parts are difficult and costly to procure for the current copier. This is the primary printer/copier/scanner for the Darien Police Department.

When purchasing a new copier, the main features to consider are print speed, paper capacity, scanning abilities, memory and security. Staff solicited quotes from three companies. The costs are summarized below.

Supplier	Lease Monthly	LEASE COST (60 months)	Purchase Price	Total Cost for 1 copier	Cost of Copies exceeding monthly allotment	Copies allowed monthly	Brand of Copier/Specials
Ricoh	\$123.92	\$7,435.20	\$6,820	\$7,493 Fax added \$673 Hole punch included for no additional charge	0.0059 – includes parts/labor/toner	5,000	Ricoh IM6000. - \$900 CASH rebate
ABS	\$103.00	\$6,180	\$5,995	\$5,995 Includes Fax System, Stapler and Hole Punch	0.009 - includes – parts/labor/toner	220,000	Kyocera CS 5004i
Proven IT	\$212.35	\$12,741	\$6,223.22	\$6,223.22 Includes Fax System, Stapler and Hole Punch	0.0043	8,500	Toshiba eStudio5018a

The models priced all possess the same capabilities: scan color/black and white; three-hole punch, fax, staple finish and secure print.

The Darien Police Department is a proud participant in the United States Department of Justice Equitable Sharing Fund for State and Local Law Enforcement Agencies. For the last two years, the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area, which is one of the major hubs for illegal narcotics coming into the United

States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the *Guidelines of the Equitable Sharing Program*, the funds received cannot be used to replace or supplant the police department's regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the *Guidelines of the Equitable Sharing Program* and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$203,619.97 as of March 15, 2022.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This will be on the April 4, 2022 City Council agenda for formal consideration.



A RESOLUTION AUTHORIZING THE PURCHASE OF (1) ONE KYOCERA CS 5004i COPIER/PRINTER FROM ALTERNATIVE BUSINESS SUPPLIERS, INC. TO REPLACE CURRENT EQUIPMENT IN USE BY THE POLICE DEPARTMENT USING DEPARTMENT OF JUSTICE (DOJ) AWARD MONEY IN AN AMOUNT NOT TO EXCEED \$6,500

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 City Administrator to purchase (1) one Kyocera CS 5004i copier/printer from Alternative Business Suppliers, Inc. using DOJ award money in an amount not to exceed \$6,500, 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 4th day of April, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

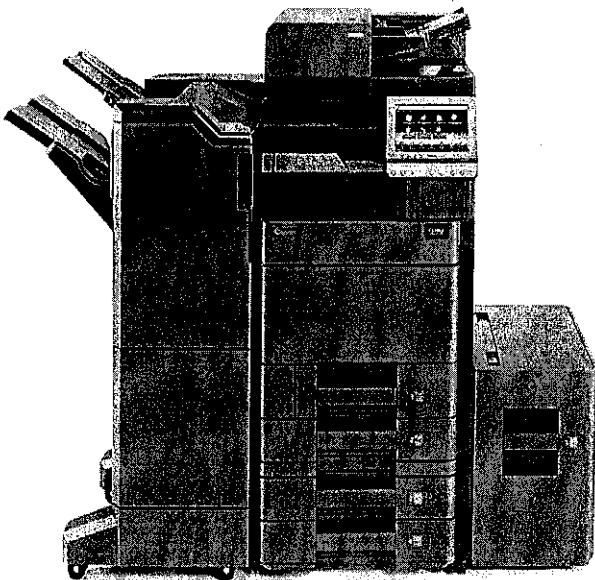


Alternative Business Suppliers, Inc.
 600 Joliet Rd. M
 Willowbrook IL 60527
 (630) 789-0333 Fax (630) 789-0658
 E-mail: dcullen@ecopiers.net
 Prepared by Dan Cullen

KYOCERA MITA CS 5004i DIGITAL COPIER-NEW UNIT
Government pricing \$5,173
Lease

36 Month Lease \$ 152.00 Per Month
60 Month Lease \$ 103.00 Per Month

Lease based on 0 payments down/FMV purchase option/add tax



Shown with additional trays and finisher

50 Copies Per Minute B/W

Includes:

Dual Scan Automatic Document Feeder -320 sheets
AUTOMATIC DUPLEXING (2-Sided Copying)
2-500 Sheet Paper Drawers
2-500 Sheet Paper Drawers (total of 4 Drawers)
1-100 Sheet Bypass
Letter/Legal/Ledger
Staple Finisher
STANDARD NETWORK PRINT SYSTEM
STANDARD NETWORK COLOR SCAN
Max Monthly Copy Volume 220,000
Kyocera Rated #1 By Office Products Analyst
Optional: (contact rep for costs)
Additional 3,000 sheet side cassette (increases 8.5 x 11 to
6,000 sheets)
Fax System \$520
Hole punch unit \$302
7 Bin Mail box

Full Service Maintenance

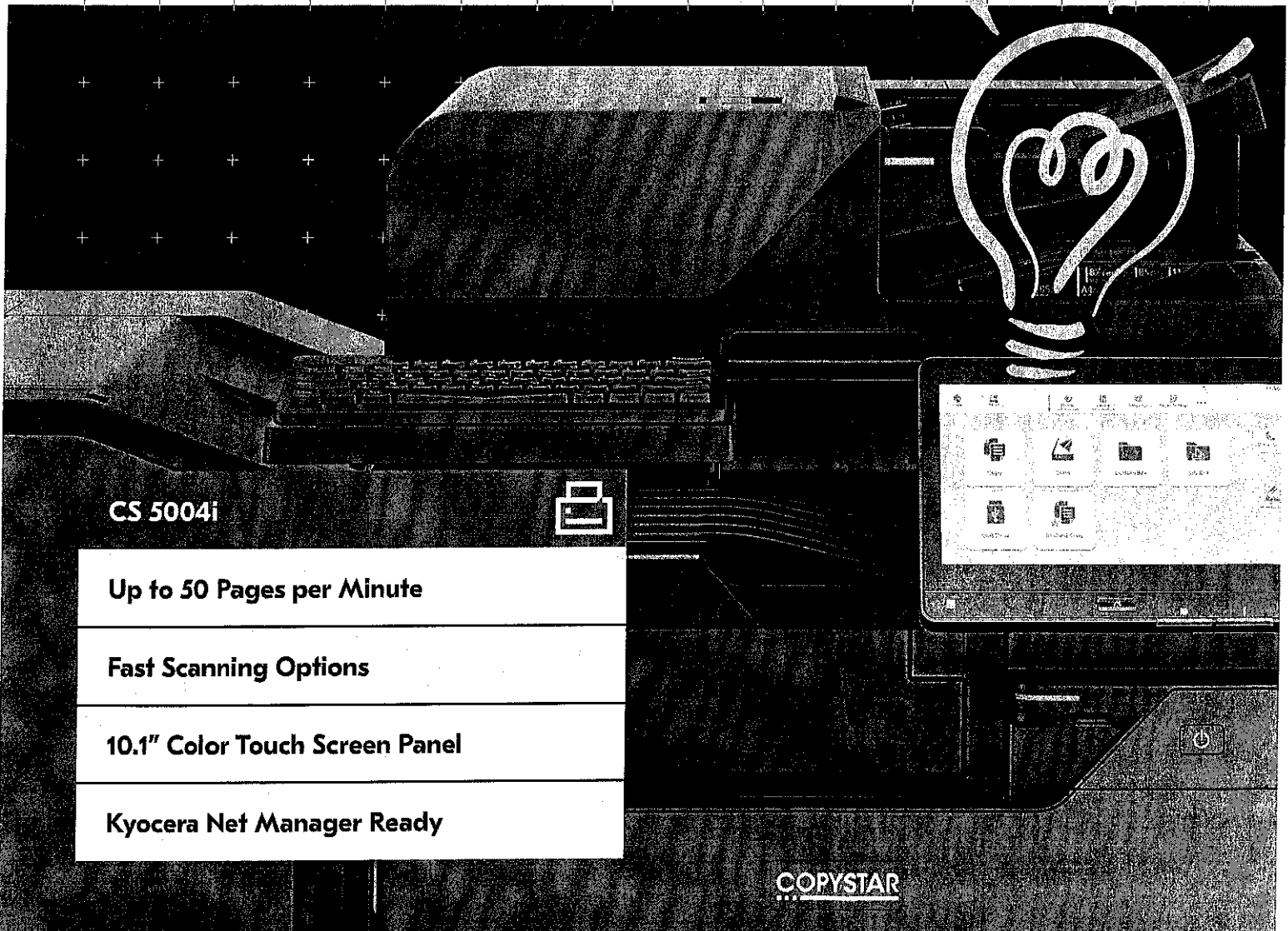
Includes all parts, all labor, drums, rollers, developers, toners and maintenance.
.009

Delivery

N/C Normal delivery, stairs are extra

Your Workplace Evolution

These monochrome additions to the Copystar Evolution Series are designed to keep your costs low and your efficiency at its highest. With the latest security compliance, rapid print and scan speeds, and a more engaging user experience, they will optimize your workflows and maximize productivity. Join the Evolution today and keep your business at the cutting edge!



CS 5004i

Up to 50 Pages per Minute

Fast Scanning Options

10.1" Color Touch Screen Panel

Kyocera Net Manager Ready

BASIC SPECIFICATIONS

Configuration: BW MFP - Print/Scan/Copy/Optional Fax
Speed: Letter: 50 ppm, Legal: 30 ppm, Ledger: 25 ppm (print only)
Warm Up Time: 17 seconds or less (power on)
First Page Out:
 Copy: 3.7 seconds
 Print: 4.3 seconds
Display: 10.1" Color Touch Screen Control Panel
Memory/Hard Disk Drive: 4GB RAM/32GB SSD/
 320GB HDD Standard, 1TB HDD (option)
Duplex: Standard Stackless Duplex supports Statement (5.5" x 8.5") to Ledger (12" x 18"), 16 lb. Bond - 142 lb. Index (60 - 256gsm)
Standard Output Tray: Statement - 12" x 18"/500-sheets; up to 12" x 48" Banner (single sheet)
Electrical Requirements: 120V, 60Hz, 12A;
 220-240V, 50/60Hz, 7.2A
Typical Electricity Consumption (TEC): 120V: .63 kWh/week; 220V: .60 kWh/week
Dimensions: 23.7" W x 26.1" D x 31.1" H
Weight: 182 lbs
Maximum Monthly Duty Cycle: 225,000 Pages per Month

PAPER SUPPLY

Paper Capacity: Standard 1,150-sheets; Maximum 7,150-sheets
Standard Paper Sources: Dual 500-sheet Trays, 150-sheet MPT, Auto Selection/Switching
Standard Paper Size:
 Tray 1 - 5.5" x 8.5" - 8.5" x 14" (statement to legal)
 Tray 2 - 5.5" x 8.5" - 12" x 18", Custom Size
 MPT: 5.5" x 8.5" - 12" x 18" (multiple); to 12" x 48" Banner (single)

Optional Paper Sources:

PF-7140 Dual 500-sheet Tray Option - 5.5" x 8.5" - 12" x 18"
 PF-7150 Dual 1,500-sheet Tray Option - 8.5" x 11"
 PF-7120 3,000-sheet Large Capacity Tray Option - 8.5" x 11"

Paper Weight:

Trays/MPT: 14 lb. Bond - 166 lb. Index (52 - 300gsm)
Input Materials: Standard/Optional Trays: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Custom; MPT: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Transparency (OHP), Coated, Index Tab, Label, Letterhead, Envelope, Custom

SECURITY SPECIFICATIONS

Local Authentication, Network Authentication, Encryption Communication (IPsec, HTTPS, TLS 1.3, LDAPS, SMTP/POP/FTP over TLS, SNMPv3), TPM chipset (Trusted Platform Module), S/MIME, SCEP (auto certificate issuance/renewal), OCSP/CRL (certificate validation), Secure Boot (firmware authenticity verification), Run Time Integrity Check, Data Security Kit 10 enhances IPsec communication (support for FIPS 140-2), HDD and Memory Overwrite (7x) Mode and HDD Data Encryption (256 bit), Common Criteria (ISO/IEC-15408/EAL2), IEEE 2600.2

PRINT SPECIFICATION

Standard Controller: ARM Cortex-A53/1.6GHz
PDLs/Emulations: PRESCRIBE, PCL6 (PCL-XL/PCL-5e), KPDL3 (P3), XPS, OPEN XPS, PDF; Optional (UG 34): IBM ProPrinter, Line Printer, LQ-850
Print Resolution: Up to 4800 x 1200 dpi
Fonts: KPDL3, PCL6, Bitmap
OS Compatibility: Windows: 8.1/10/Server 2012/Server 2012 R2/Server 2016/Server 2019; Mac OS X v10.0 or later; Chrome OS
Mobile Printing: Apple AirPrint®, Mopria®, KYOCERA Mobile Print, KYOCERA MyPanel
Interfaces: Standard: 1000 Base-T/100-Base-Tx/10BASE-T (IPv6, IPv4, IPsec), 802.3az ready, High-Speed USB 3.0,

4 USB 2.0 Host Interfaces, 2 Expansion Slots,
 IEEE 802.11b/g/n Wireless LAN (supports up to 98.5 feet);
 Optional: IEEE 802.11a/b/g/n/ac (IB-37 for 2.4/5GHz),
 10/100/1000BaseTX (IB-50 for Dual NIC); IEEE 802.11b/g/n
 (IB-51 for Wireless LAN Interface (supports up to 328.1 feet))
Network Print and Supported Protocols: HTTPS, FTPS, SNMP
 v1/v2c/v3, Raw Port (Port 9100) TCP/IP, IPv4, IPv6, DHCP LPR,
 DNS, WSD Scan/Print
Drivers: KX Driver, PCL Mini Driver, KPDL Mini Driver,
 Network Fax Driver, TWAIN Driver, WIA Driver, Status Monitor,
 Common Profile, Output to PDF, Security Watermark, Super
 Resolution, Color Optimizer, MAC Driver, Chrome Print Driver,
 Linux Driver, KX Driver with Distributed Printing,
 Windows Inbox Driver, SANE Driver
Utilities: KYOCERA Net Viewer, KYOCERA Net Device
 Manager, Quick Setup, KX PRESCRIBE Macro Generator,
 ID Register, Software Management Service, Upgrade Studio,
 Web Package Maker, Removal Tool, Wi-Fi Setup Tool,
 PDF Direct Print, Command Center RX;
 Kyocera Net Manager (option)

SCAN SPECIFICATION

Scan Type: Color and Black & White Scanner
Scan Resolution: 600/400/300/200 dpi, 200 x 100 dpi,
 200 x 400 dpi
File Formats: TIFF, JPEG, XPS, OpenXPS, PDF/A-2.0
 (MMR/JPG Compression/High Compression PDF); Option:
 Scan Extension Kit Text Searchable PDF; MS Office File
Connectivity/Supported Protocols: 10 BASE-T/100
 BASE-TX/1000 BASE-T (IPv6, IPv4, IPsec) TCP/IP,
 Hi-Speed USB 3.0
Scanning Functions: Scan-to-Folder (SMBv3), Scan-to-Email,
 Scan-to-FTPS over TLS, Scan-to-USB, PDF Digital Signatures,
 WSD Scan, DSM/SANE Scan, TWAIN Scan, Specified Color
 Removal, Border Erase, Preview
Original Size: Up to 11" x 17" (Glass)
Drivers: TWAIN/WIA/DSM-SANE Driver/WSD Scan

OPTIONAL DOCUMENT PROCESSORS₂

Acceptable Originals: 5.5" x 8.5" - 11" x 17"

DP-7150: Reverse Auto Document Processor/140-sheets
 Speed: Simplex: 80 ipm; Duplex: 48 ipm (BW/Color)
 Weight: Simplex: 13 lb. Bond - 90 lb. Index (35 - 160gsm)
 Duplex: 16 lb. - 32 lb. Bond (50 - 120gsm)

DP-7160 (with multi-feed detection):
 Dual Scan Document Processor/320-sheets
 Speed: Simplex: 137 ipm; Duplex: 274 ipm (BW/Color)
 Weight: Simplex: 13 lb. Bond - 120 lb. Index (35 - 220gsm)
 Duplex: 16 lb. - 120 lb. Index (50 - 220gsm)

DP-7170 (with multi-feed and staple detection):
 Dual Scan Document Processor/320-sheets
 Speed: Simplex: 137 ipm; Duplex: 274 ipm (BW/Color)
 Weight: Simplex: 13 lb. Bond - 120 lb. Index (35 - 220gsm)
 Duplex: 16 lb. - 120 lb. Index (50 - 220gsm)

COPY SPECIFICATIONS

Copy Resolution: 600 x 600 dpi
Image Mode: Text, Photo, Text/Photo, Graphic/Map
Continuous Copy: 1 - 9,999
Additional Features: Auto Magnification, Auto Paper Select,
 Combine Copy, Mirror Image, Rotate Copy, Border Erase,
 Split Copy, Margin Shift, Page Number, Form Overlay,
 Blank Page Skip, Specified Color Removal, Proof Copy,
 Preview, ID Card Copy
Job Management: 1,000 User Codes, Job Build, Shortcut Keys,
 Repeat Copy
Magnification/Zoom: Full Size, 4 Reduction, 4 Enlargement
 Preset Ratios, 25 - 400% in 1% Step Increments
Document Box: Custom/Job/USB Drive Box, Fax Box
 (w/option)

OPTIONAL FAX SPECIFICATIONS

Fax Type: Fax System 12 (option)
Type/Data Compression: G3 Fax/MMR, MR, MH, IBIG
Transmission Speed/Modem Speed: Less than
 3 seconds/33.6 Kbps
Fax Memory: Standard 170 MB
Driver: Network Fax Driver
Fax Functions: Network Fax, Duplex Transmission and
 Reception, Encrypted Transmission and Reception,
 Polling Transmission and Reception, Broadcast,
 Fax Server Integration, Fax Dedicated Paper Feed Tray,
 Fax Forwarding to email or file
 arding to email or file

SOLUTIONS AND SERVICES

Remote Management

Kyocera Fleet Services ready! A highly secure cloud-based
 monitoring solution that offers real-time visibility into your
 fleet. Optimize device uptime and be notified when to
 replenish supplies. Streamline billing with seamless 3rd party
 application integration, allowing you to focus solely on
 your business.

Printing Software

Cost Control & Security
 Cloud & Mobile
 Printer Management

Content Services

Scan & Connect
 Intelligent Process Automation
 Enterprise Content Management

IT Solutions

Technology Solutions
 Including solutions for Cloud and Data Centers
 Network Infrastructure
 Cybersecurity Solutions
 Collaboration Solutions

Consulting Services

Including IT Health Check
 CIO as a Service
 Healthcare Compliance
 Backup and Recovery Planning

Professional Services

Including Design and Architecture
 Project Implementation
 Project Management

Managed Services

Including Help Desk Services
 Retainer Services and On-site Support

Output & Finishing Options³

OPTIONAL 250 SHEET INNER SHIFT TRAY JS-7110

Stack Capacity: 250-sheets
Paper Size: 8.5" x 11" – 11" x 17"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)

OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100_a

Stack/Staple Capacity: 500-sheets/50-sheets
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Front: 1 Staple, Edge: 1 Staple, Face: 2 Staples
Optional Punch: PH-7100 2/3 Hole Punch Unit, supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index
Dimensions: 19.4" W x 21" D x 6.9" H

OPTIONAL 1,000 SHEET FINISHER DF-7120_a

Stack/Staple Capacity: Main Tray: 1,000-sheets/50-sheets (up to 24 lb. Bond [90gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind
Optional Punch: PH-7A 2/3 Hole Punch Unit, supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index
Dimensions: 21.6" W x 24.4" D x 41.3" H

OPTIONAL 4,000 SHEET FINISHER DF-7140_a

Stack/Staple Capacity: Main Tray (A): 4,000-sheets; Sub Tray (B): 200-sheets/65-sheets (24 lb. Bond [90gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind
Optional Punch: PH-7A 2/3 Hole Punch Unit, supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index
Dimensions: 29" W x 26" D x 42" H

Optional Booklet Folder/Trifold Unit BF-730; (DF-7140)

Booklet Folder: supports 8.5" x 11", 8.5" x 14", 11" x 17"
Fold Booklet (staple): 16 lb. – 24 lb. Bond (60 – 90gsm) 20-sheets; 25 lb. – 28 lb. Bond (91 – 105gsm) 13-sheets; Higher than 28 lb. Bond (Higher than 105 gsm) 1-sheet
Fold Booklet (no staple): 16 lb. – 24 lb. Bond (60 – 90gsm) 5-sheets; 25 lb. Bond – 72 lb. Index (91 – 120gsm) 3-sheets; 32 lb. Bond – 110 lb. Cover (121 – 256gsm) 1-sheet
Trifold: supports 8.5" x 11" only: 16 lb. – 24 lb. Bond (60 – 90gsm) 5-sheets; 25 lb. Bond – 72 lb. Index (91 – 120gsm) 3-sheets

Optional Multi-Bin Mailbox MT-730(B); (DF-7140)

7 Trays; supports: 16 lb. Bond – 90 lb. Index (60 – 163gsm);
 Stack Capacity per bin: 100-sheets: 5.5" x 8.5", 8.5" x 11"; 50-sheets: 8.5" x 14", 11" x 17"

OPTIONAL 4,000 SHEET FINISHER DF-7150_a

Stack/Staple Capacity: Main Tray (A): 4,000-sheets; Sub Tray (B): 200-sheets/100-sheets (up to 20lb. Bond [80gsm])
Paper Size: 5.5" x 8.5" – 12" x 18"
Paper Weight: 14 lb. Bond – 166 lb. Index (52 – 300gsm)
Edge Staple Position: 3 Positions: Top Left, Bottom Left, Center Bind
Optional Punch: PH-7A 2/3 Hole Punch Unit, Supports 5.5" x 8.5" – 12" x 18"; 14 lb. Bond – 166 lb. Index
Dimensions: 29" W x 26" D x 42" H

Optional Booklet Folder/Trifold Unit BF-9100; (DF-7150)

Booklet Folder: supports 8.5" x 11", 8.5" x 14", 11" x 17"
Fold Booklet (staple): 14 lb. – 24 lb. Bond (52 – 90gsm) 20-sheets; 25 lb. – 28 lb. Bond (91 – 105gsm) 13-sheets; Higher than 28 lb. Bond (Higher than 105 gsm) 1-sheet
Fold Booklet (no staple): 14 lb. – 24 lb. Bond (52 – 90gsm) 5-sheets; 24 lb. Bond – 28 lb. Index (91 – 105gsm) 3-sheets; 28 lb. Bond – 140 lb. Index (106 – 256gsm) 1-sheet
Trifold: supports 8.5" x 11" only: 14 lb. – 24 lb. Bond (52 – 90gsm) 5-sheets; 25 lb. Bond – 28 lb. Index (91 – 105gsm) 3-sheets

ADDITIONAL OPTIONS

AK-7110 Bridge Unit Attachment Kit, JS-7100 Job Separator, HD-16 Large Capacity HDD (1TB), Banner Guide 10, Internet Fax Kit (A), Card Authentication Kit (B), Data Security Kit 10, Dual NIC (1B-50), Extended Range Wireless LAN NIC (1B-51), Thin Print option (UG-33), Printer Emulation option (UG-34), DT-730(B) Document Tray, Scan Extension Kit (A) for Text Searchable PDF; MS Office File, Keyboard Holder 10, Numeric Keypad (NK-7130), Cabinet Stand

- ¹ Requires PF-7140
- ² Only 1 Document Processor can be installed
- ³ Only 1 Output Option can be installed
- ⁴ Requires Bridge Unit Attachment Kit (AK-7110)

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Phone (708)275-0105

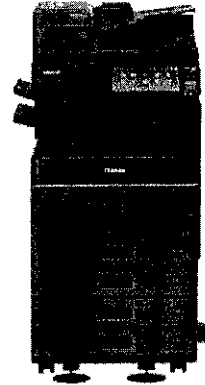
provenIT.com

Tuesday, December 21, 2021

Rosemary Gonzalez
Darien-Woodridge Fire Department
7550 Lyman Ave
Darien, IL 60561

Equipment Proposed

<u>QTY</u>	<u>Model</u>	<u>Description</u>
1	e-STUDIO5018A	e-STUDIO5018A
1	e-STUDIO5018A	DSDf Doc Feeder
1	e-STUDIO5018A	Fax Unit/Second Line Fax Unit
1	e-STUDIO5018A	Inner Finisher
1	e-STUDIO5018A	Large Capacity Feeder



Option A	Lease Term (Sales Taxes not included)
Lease Payment	
\$196.50	60 months

Option B	
Purchase Price	Monthly Maintenance
\$5,497.02	\$76.50

Maintenance and Supplies

Maintenance agreement will be provided for 0.009 per image for 8,500 images per month and includes parts, labor, image drums, and consumable supplies (excluding paper and staples).

Thank you for the opportunity to submit a proposal. Please contact us if you have any questions or need any additional information at (708) 275-0105

Sincerely,

Tracy Finn
Proven IT

\$6,223.22 purchase price w/ hole punch, fax and staple functions

Rosemary Gonzalez

From: Rosemary Gonzalez
Sent: Tuesday, March 1, 2022 11:00 AM
To: 'Tracy Finn'
Subject: RE: Darien PD Copier Quote

Thank you Tracy

From: Tracy Finn <tfinn@provenit.com>
Sent: Tuesday, March 1, 2022 10:03 AM
To: Rosemary Gonzalez <rgonzalez@darienil.gov>
Cc: Chris Van Eck <cvaneck@provenit.com>
Subject: RE: Darien PD Copier Quote

Good morning Rosemary,

The pricing is as follows:

Toshiba eStudio 5018a (*includes Hole punch, Fax, Staple*) - \$6,223.22 Purchase price

Toshiba eStudio 5018a (*Includes Fax & Staple*) - \$5,497.02 Purchase price

Maintenance Agreement for either option would be \$76.50/month which includes 8,500 B/W pages per month. All toner, maintenance, supplies, and labor costs are included.

Please let me know if you have any further questions.

Tracy

Tracy Finn
Account Manager
Proven IT

(708) 407-2359

(708) 275-0105

18450 Crossing Dr, Tinley Park, IL 60487

www.provenit.com

From: Rosemary Gonzalez <rgonzalez@darienil.gov>
Sent: Monday, February 28, 2022 11:13 AM
To: Tracy Finn <tfinn@provenit.com>
Cc: Chris Van Eck <cvaneck@provenit.com>
Subject: RE: Darien PD Copier Quote

Message received from External Source. Exercise caution when opening attachments, clicking links, or exchanging information.

Tracy,

What's **NEXT?**

Let's work together.

We're proud of what we stand for:
great work ethic, integrity, and quality end-results.
We approach growth the same way we approach
each and every client.



Phone:
708.275.0105

Email:
tfinn@provenit.com

Web:
www.provenit.com

**Schedule your Technology
Assessment Today!**

TOSHIBA

e-STUDIO™ 5018A series

- > Black & White Multifunction Printer
- > Up to 50 PPM
- > Medium/Large Workgroup
- > Copy, Print, Scan, Fax
- > Secure MFP
- > Customizable UI

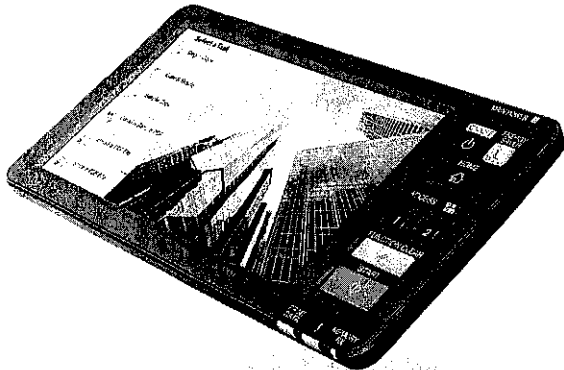


CONNECT, INTEGRATE, SIMPLIFY, AND MORE.

Technology for every workplace; delivering advanced functionality, ease of use, and peace of mind. Every business is unique. That's why Toshiba offers the latest customizable solutions that can be tailored to meet your needs. Toshiba solutions help you simplify complex tasks while managing diverse information—efficiently and safely to maximize your productivity.

Toshiba's latest series delivers on our commitment to collaborate with clients to provide tailored, cost-effective solutions that meet your print, document management and content needs while helping you to meet your green objectives.

- > Speeds of 35, 45 and 50 PPM
- > High-volume and high toner yields
- > Advanced e-BRIDGE Next technology
- > Fast dual-core processor



Simple, smart and stylish.

A larger 10.1" tablet-style touch screen with an embedded web browser is easy to use, and customizable to meet your needs, enhancing the sleek and modern look of the complete series.

Produce more with less effort.

The Toshiba e-STUDIO5018A Series is designed to put a fast, efficient, secure MFP in the hands of workgroups looking to improve productivity.

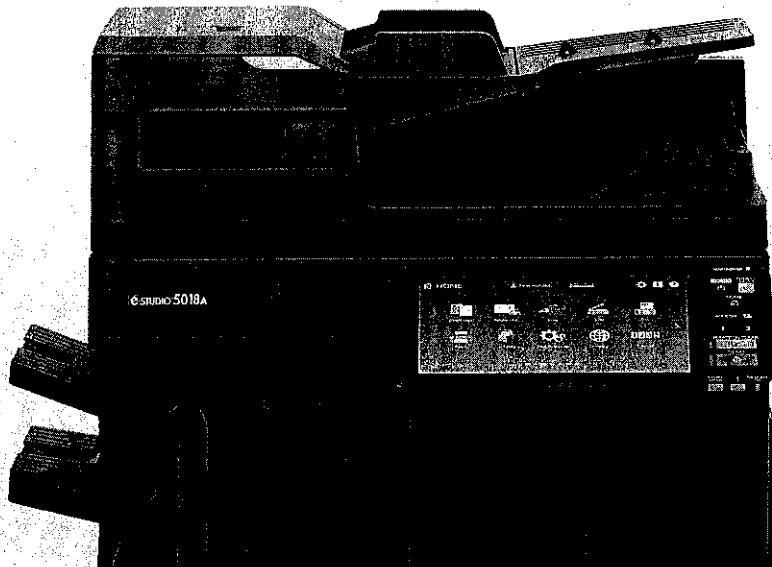
- > Impressive resolution providing 2,400 dpi (Equivalence) x 600 dpi (with smoothing)
- > A time-saving, high-speed, high-capacity 300-sheet Dual-Scan Document Feeder
- > A high toner yield minimizes end-user intervention and enables long uninterrupted runs

Elevate streamlines complicated multi-step processes into automated, one-touch functions.

We know you have work to do and at Toshiba we've introduced a new concept designed to make your job easier and more productive by personalizing the MFP user interface around your specific business processes.

Elevate enables customized and automated workflow presenting the user with convenient one-touch functions addressing only the tasks they use most. This results in simple operation and improved efficiency leading to an overall cost savings. Let Toshiba Elevate your productivity.

- > Customize and automate workflows specifically around your business processes
- > Boost productivity by reducing manual and paper intensive processes in the office
- > Personalize the user interface by department to deliver the utmost efficiency
- > Cost savings and greater efficiency through improved workflow and productivity
- > Clear away clutter and confusion on home screen by presenting only the tasks used most



A COMPACT DESIGN THAT LEAVES NOTHING OUT.

Workgroups can now get a lot more done using fewer resources and less space. The compact design of the e-STUDIO5018A Series is packed with useful functions, lots of options and elegant style.

Advanced e-BRIDGE Next Technology enables the MFP to drive Toshiba's internally developed solutions or those from a third party with ease.

Auto Skew Correction ensures your scanned documents, using any of the document feeder options are reproduced accurately.

First Copy Out Time clocks in at blazing fast speeds of up to 3.6 seconds.

Embedded Optical Character Recognition (OCR) simplifies the creation of searchable PDFs or editable document formats such as Microsoft® Word™.

Job Reservation will queue up multiple copy or print jobs so users can send jobs whenever.

Saddle/Fold Capabilities offer saddle-stitch finishing and the ability to fold without stapling.

Notifications Feature takes the hassle out of checking for depleted supplies or maintenance needs.

Service Module Design significantly reduces the cost and time spent servicing the MFP.

Print Around eliminates printing bottlenecks by allowing other print jobs to go around one job that's held-up due to requiring a specific paper size or type.

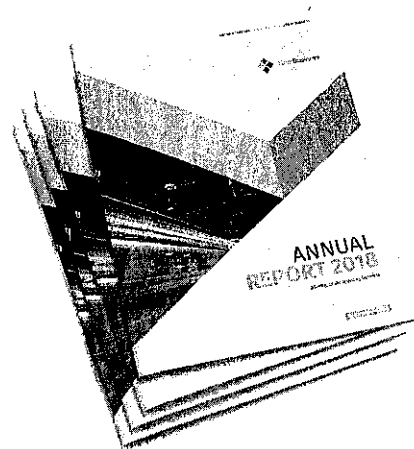
Paper Volume Indicators on the front panel make it easy to see the paper sizes, types and levels in each cassette.

Print-from USB lets you print PDF and JPG files straight from your USB drive and the MFP will scale document to fit the available paper size if necessary.

e-BRIDGE Plus for USB Storage is great for capturing a file quickly when you're on the go.

Scan Preview allows you to review your scanned documents digitally, even rotate and change pages prior to sending to file or email.

Fax Preview saves valuable resources by letting you view received faxes prior to printing them.



TOSHIBA TECHNOLOGY AT WORK FOR YOU.

At Toshiba, we work hard to make your work easier, and more productive. In fact, we haven't even mentioned all of our impressive features, like PCL 6, PS3, XPS support and Universal Drivers that offer connectivity to Windows®, Macintosh® and more. Then there are driver plug-ins such as e-BRIDGE Job Point that splits large jobs over multiple machines, e-BRIDGE Job Replicator for the creation of multi-part forms and documents, e-BRIDGE Job Separator for batch printing with any app, and e-BRIDGE Job Build to print different documents together as a single job.

Security for Your Business

We're constantly looking for new ways to make your work, and ours, safer, and more secure.

- > A 320GB Self-Encrypting Drive (SED) with Automatic Drive Invalidation (ADI) & Data Overwrite capability provides top level security
- > Available FIPS 140-2 Validated SED exceeds government requirements
- > IPsec is available to securely encrypt data sent to and from the MFP
- > HCD-PP Certified ensures that the MFP has met rigorous security assurance requirements to safeguard your digital document

Toshiba's new e-BRIDGE Plus apps, including e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online let users scan to and print from Microsoft's cloud-based services directly at the front panel of the e-STUDIO MFP or their mobile device. This includes Word™, Excel® and PowerPoint® (docx, xlsx, pptx) documents stored in OneDrive® accounts or SharePoint® locations. When combined with our embedded OCR feature, documents can be scanned into popular Office™ formats as well.*

With Google Cloud Print™ support, you can securely print over the web from anywhere, anytime—including your phone—to an e-STUDIO5018A Series MFP, e-BRIDGE Plus for Google Drive™, e-BRIDGE Plus for OneDrive®, e-BRIDGE Plus for DropBox®, and e-BRIDGE Plus for box™ address all of the popular cloud-based mobility apps.*

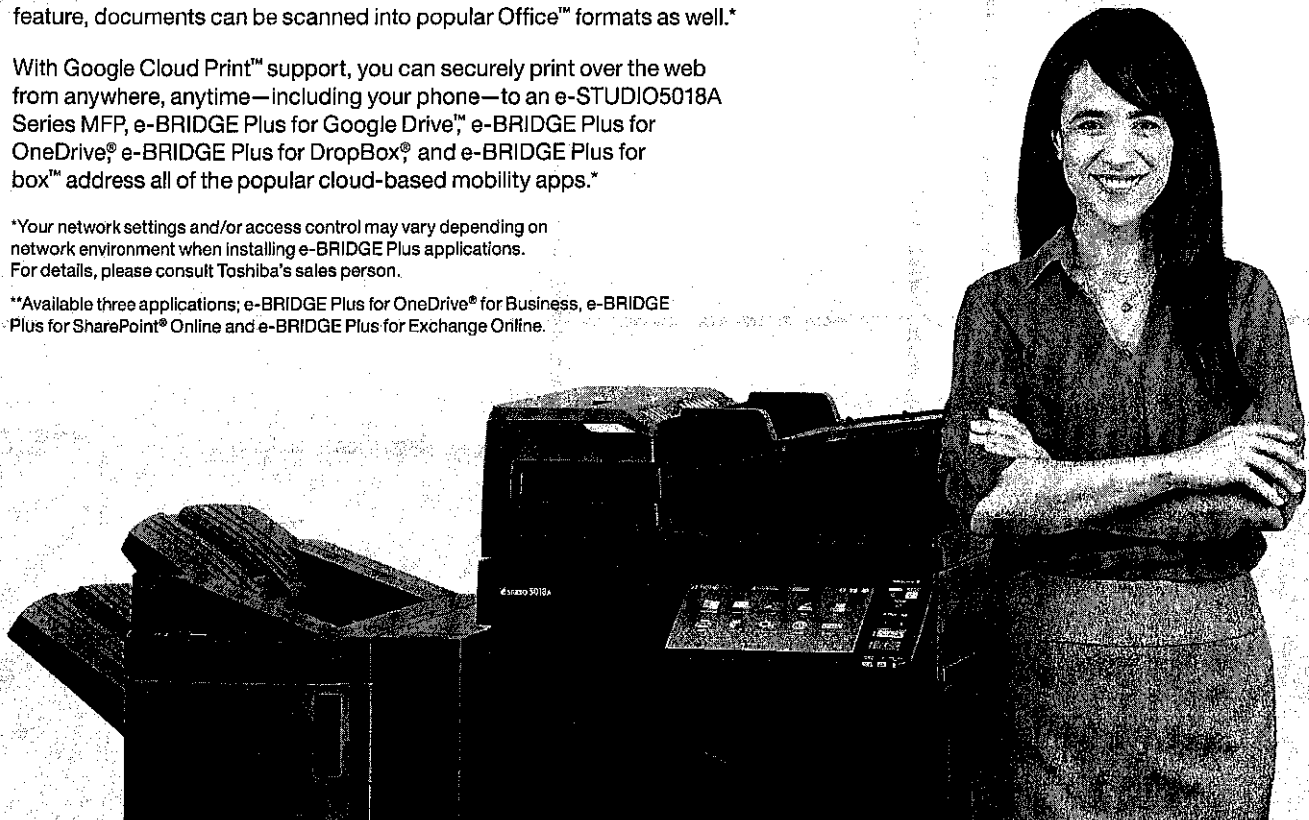
*Your network settings and/or access control may vary depending on network environment when installing e-BRIDGE Plus applications. For details, please consult Toshiba's sales person.

**Available three applications; e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online.

Responsibility for the Planet

Innovation that is truly innovative makes certain that our environment is part of the equation, which is why we're always looking for ways to be even more environmentally responsible.

- > ENERGY STAR® V2.0 certified
- > RoHS compliance, the use of recycled plastics, and Super Sleep (0.6W) Mode work to help the environment
- > EPEAT Gold Registered for greener electronics, designed to help purchasers choose products that reduce environmental impact
- > The new e-STUDIO models' Typical [weekly] Electrical Consumption or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost
- > e-BRIDGE Plus for Green Information provides users with a graphical display at the MFP of their environmental contribution to promote more effective use



THE FEATURES YOU EXPECT, AND MORE.

1 Document Feeder Options

- MR4000B Dual-Scan Document Feeder (DSDF)
- MR3031B Reversing Automatic Document Feeder (RADF)
- KA5005PC Platen Cover

2 Accessory Tray & Keyboard Options

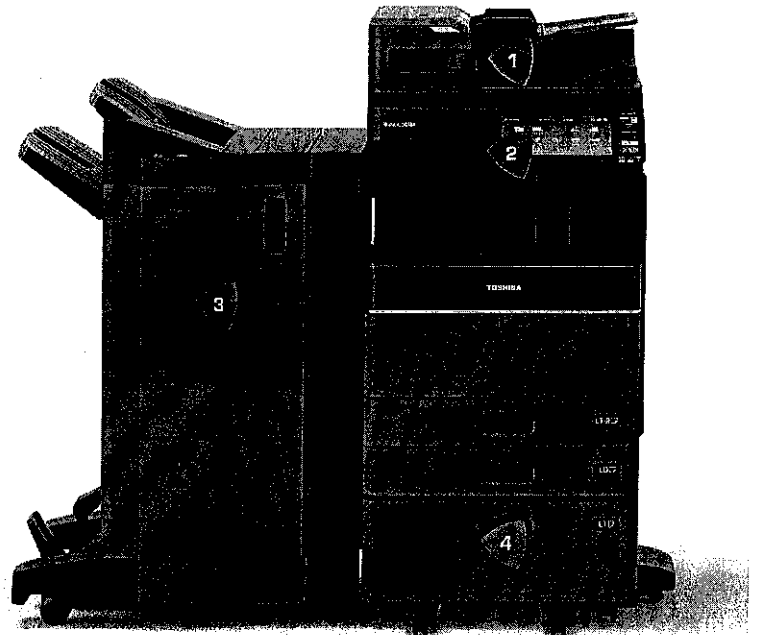
- GR1330 Accessory Tray
- GR9000 Bluetooth Keyboard
- GR1340 10-Key Numeric Keypad

3 Finishing Options

- MJ1042B 50-Sheet Inner Finisher
- MJ1109B 50-Sheet Console Finisher
- MJ1110B 50-Sheet Saddle-Stitch Finisher
- MJ5015 Job Separator

4 Additional Paper Options

- KD1058B Paper Feed Pedestal
- KD1059B 2,000-Sheet Large Capacity Feeder
- MY1048B Additional Drawer Module for PFP
- MY1049B Envelope Cassette



Additional Option Highlights

- > Embedded OCR Enabler
- > Multi-Station Print Enabler
- > Wireless LAN/Bluetooth
- > IPsec Security Enabler
- > Single & Dual-Line Facsimile
- > Hidden Card Reader Pocket

The e-STUDIO5018A Series includes all the features you would expect from a top-quality MFP, along with a few new ones.

In Control with the Greatest of Ease

A larger tiltable, touch swipe 10.1" color panel works like a tablet or smartphone interface so you can find whatever you need by just swiping your finger.

Advanced e-BRIDGE Next Technology

Built on Linux®, this latest generation e-BRIDGE Next architecture features an Embedded Web Browser, a dual-core processor, up to 4GB RAM, and a 320GB SED enabling the MFP to easily drive Toshiba's internally developed solutions or even third-party applications.

Double the Scan Speed

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

Special Envelope Cassette

Keep your envelopes firmly in place for accurate printing from start to finish with an envelope cassette that holds up to 60 sheets at a time.

Add What You Need, All at Once

1,200 sheet paper capacity comes standard, but if you need more, just add two optional 550-sheet cassettes or a tandem LCF for 2,000 LT only for a total capacity of 3,200.

High Volume, High Toner Yield

The monthly copy volume reaches up to 150,000 and an equally impressive toner yield tops out at 43,900 at 5% coverage.

Multi-Station Print Enabler

Toshiba's internally developed Multi-Station Print Enabler, now with support of up to 50 e-STUDIO devices, allows users to send print jobs from their desktop and retrieve them by simply swiping their card and authenticating at any convenient MFP.

e-STUDIO™ 3518A/4518A/5018A

Main Specifications

Copy System	Indirect Electrostatic Photographic Method/OPC/Laser Printing/ Heat Roller Fusing
Display	10.1" Color WSVGA Touch Screen Tilting Display
Copy Speed	35/45/50 PPM (LT)
First Copy Out	3.6/3.6/3.6 Seconds
Warm-Up Time	Approx. 20 Seconds
Copy Resolution	2,400 x 600 dpi with Smoothing
Stack Feed Bypass	3.9" x 5.8" to LD, Envelope
Multiple Copying	Up to 999 Copies
Paper Capacity	Standard 1,200 Sheets/Max. 3,200 Sheets
Original Feed	Optional 300-Sheet DSDf or 100-Sheet RADf
Scan Speed & Weights	DSDf Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color), Simplex: 9.3-110 lb Bond, Duplex: 9.3-110 lb Bond RADf Scan: Up to 73 IPM (Monochrome or Color): Simplex: 9.3-41.8 lb Bond, Duplex: 13.3-41.8 lb Bond LD
Max. Original Size	Drawer 1: 550 Sheets-ST-R to LD
Paper Feed Sizes	Drawer 2: 550 Sheets-ST-R to LD Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 11" x 17" Opt. 550-Sheet Paper Feed Pedestal-ST-R to 11" x 17" Opt. 550-Sheet Drawer for PFP-ST-R to 11" x 17" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-LT Only Standard: 550 Sheets x 2-16 lb Bond-140 lb Index Stack Feed Bypass: 100 Sheets-14 lb Bond-140 lb Index Opt. 550-Sheet Paper Feed Pedestal-16 lb Bond-140 lb Index Opt. 550-Sheet Drawer for PFP-16 lb Bond-140 lb Index Opt. Envelope Cassette for PFP-16 lb Bond-140 lb Index Opt. 2,000-Sheet Tandem LCF (Pedestal Type), 17-28 lb Bond Standard Automatic Duplex Unit (16 lb Bond-140 lb Index)
Paper Weights	
Duplex	
Reproduction Ratio	25% to 400%
Max Duty Cycle	Max. 125K/150K/150K Month
Weight	Approx. 125.2 lb
Approx. Dimensions	23" (W) x 23" (D) x 31" (H)
Toner Yield	43.9K @ 5%
Power Source	120 Volts, 50/60 Hz, 12 Amps
Power Consumption	Maximum 1.5kW (120V)
CPU	Intel Atom™ 1.33GHz (Dual-Core)
Memory	4GB
Hard Disk Drive	320GB Self-Encrypting Drive FIPS 140-2 Validated (Opt.)

e-BRIDGE Next Print Specifications

PDL	PCL5e, PCL6c, PCL6 (PCLXL), PS3, PDF, XPS, JPEG
Print Speed	35/45/50 Pages Per Minute (LT)
Print Resolution	600 x 600 dpi (1 bit) or 2,400 (Equivalence) x 600 dpi (with Smoothing) (ALL PDL), 1,200 x 1,200 dpi (2 bit) or 3,600 x 1,200 dpi (with Smoothing) PS3 Only
Operating Systems	Windows Server® 2008 R2, R2 SP1, 2008/SP2, Windows® 7, 8.1, 10, Windows Server® 2012/R2, Windows Server® 2016, Macintosh® (macOS® 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13), Unix®, Linux®
Network Protocols	TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh® Environments
Printing Protocols	SMB, LPR/LPD, IPP (Ver:2.0) w/Authentication, AppleTalk® PAP or EtherTalk, Port 9100 (Bi-Directional), NetWare P-SERVER LPD w/ iPrint, WS Print, FTP
Print Drivers	Windows Server® 2008 SP2 (32-bit, 64-bit) Windows Server® 2008 R2 SP1 (64-bit), Windows Server® 2016, Windows® 7 SP1 (32-bit, 64-bit), Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows® 10 (32-bit, 64-bit), macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13
Interface	RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed), Optional 802.11b/g/n, Wireless LAN, Optional Bluetooth
Wireless Device	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
Device Management	TopAccess, EFM 6.30 (e-BRIDGE Fleet Management Software)
Account Control	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
Accessibility Features	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout and Audible Beep Message Alerts



Security Features

User Authentication, On-Board Data Scramble Function, Scep, Disable e-Filing, Disable Copy, Disk Overwrite, IP Address Filtering (10 Sets), MAC Address Filtering (10 Sets), Network Service Control, Network Port Control, SMB Packet Signing, SSL/TLS (HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS, SYSLOG), IPsec (IKEv1, IKEv2), Security Mode Change, CC Certified (ISO/IEC15408), IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, NFC Authentication

Environmental Stds. Certification

ENERGY STAR® (V2.0), EPEAT Gold, Californian Proposition 65 WHQL (Windows® 7, 8, 8.1, 10, 2008 R2, 2012, 2012 R2), Novell®, Citrix®, SAP, AirPrint® and Mopria®

Scan Specifications

Scan Speed	DSDf Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) RADf Scan: Up to 73 IPM (Monochrome or Color)
Scan Modes	Standard: Full Color, Auto Color, Monochrome, Grayscale
Scan Resolution	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
File Formats	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.) Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, Slim PDF, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.)
Image Compression	Color/Grayscale: JPEG (High, Middle, Low)

Facsimile Specifications

Compatibility	Super G3
Data Compression	MH/MR/MMR/JBIG
Transmission Speed	Approx. 3 Seconds Per Page
Fax Modem Speed	Up to 33.6 Kbps
Memory Transmission	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations /Job
Scan Speed	0.7 Seconds Per Page, Maximum 73 IPM

e-Filing Specifications

Operation Method	Color Touch Screen Control Panel or Client PC
Number of Boxes	1 Public Box, 200 Private User Boxes
Capacity of Boxes	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

Accessories (Options)

Platen & Document Feeder Options			
DSDf	MR4000B	Accessory Tray	GR1330
RADf	MR3031B	Panel 10-Key Option	GR1340
Platen Cover	KA5005PC	Card Reader Holder	GR1320
Additional Paper Options		FIPS HDD Option	GE1230
Paper Feed Pedestal	KD1058B	USB Hub	GR1310
Drawer Module	MY1048B	Meta Scan Enabler	GS1010
Envelope Cassette Option	MY1049B	iPsec Enabler	GP1080
Large Capacity Feeder	KD1059B	Unicode Font Enabler	GS1007
Finishing Options		Embedded OCR Enabler	
Inner Finisher	MJ1042	Per Seat License	GS1080
50-Sheets Staple Finisher	MJ1109	Multi-Station Print Enabler	
Saddle-Stitch Finisher	MJ1110	Per Seat License	GS1090
Hole Punch Unit for MJ1042B	MJ6011	SharePoint® Connector	GB1440
Hole Punch Unit for MJ1109B/MJ1110B	MJ6105	Exchange Connector	GB1450
Bridge Kit	KN5005	Google Docs™ Connector	GB1540
Job Separator		Miscellaneous Options	
e3518A/4518A/5018A	MJ5015	Stand	STAND5005
Connectivity/Security Options		Accessible Arm	KK2550
FAX Unit/2nd Line for FAX Unit	GD1370N	Work Tray	KK5005
Wireless LAN/Bluetooth	GN4020	Harness Kit for Coin Controller	GQ1280
Bluetooth Keyboard	GR9000	Manual Pocket	KK5008

Designs and specifications subject to change without notice. Specifications may vary by conditions of use and/or environmental usage. For best results and reliable performance, always use supplies manufactured or designated by Toshiba. Not all options and accessories may be available at the time of product launch. Please contact a local Authorized Toshiba Dealership for availability. Toner yields are estimates based on 5% coverage, letter-size page. Driver and connectivity feature support varies by client/network operating system. Product names may be trademarks of their respective companies. AirPrint™ and the AirPrint™ logo are trademarks of Apple Inc. This is a Class 1 laser product complying with IEC60925-1. All company and/or product names are trademarks and/or registered trademarks of their respective manufacturers in their markets and/or countries.

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Web Site

www.business.toshiba.com

TOSHIBA

e-STUDIO™ 5018A series

- > Black & White Multifunction Printer
- > Up to 50 PPM
- > Medium/Large Workgroup
- > Copy, Print, Scan, Fax
- > Secure MFP
- > Customizable UI



CONNECT, INTEGRATE, SIMPLIFY, AND MORE.

Technology for every workplace; delivering advanced functionality, ease of use, and peace of mind. Every business is unique. That's why Toshiba offers the latest customizable solutions that can be tailored to meet your needs. Toshiba solutions help you simplify complex tasks while managing diverse information—efficiently and safely to maximize your productivity.

Toshiba's latest series delivers on our commitment to collaborate with clients to provide tailored, cost-effective solutions that meet your print, document management and content needs while helping you to meet your green objectives.

- > Speeds of 35, 45 and 50 PPM
- > High-volume and high toner yields
- > Advanced e-BRIDGE Next technology
- > Fast dual-core processor



 **elevate™**
RAISE YOUR EXPECTATIONS

Simple, smart and stylish.

A larger 10.1" tablet-style touch screen with an embedded web browser is easy to use, and customizable to meet your needs, enhancing the sleek and modern look of the complete series.

Produce more with less effort.

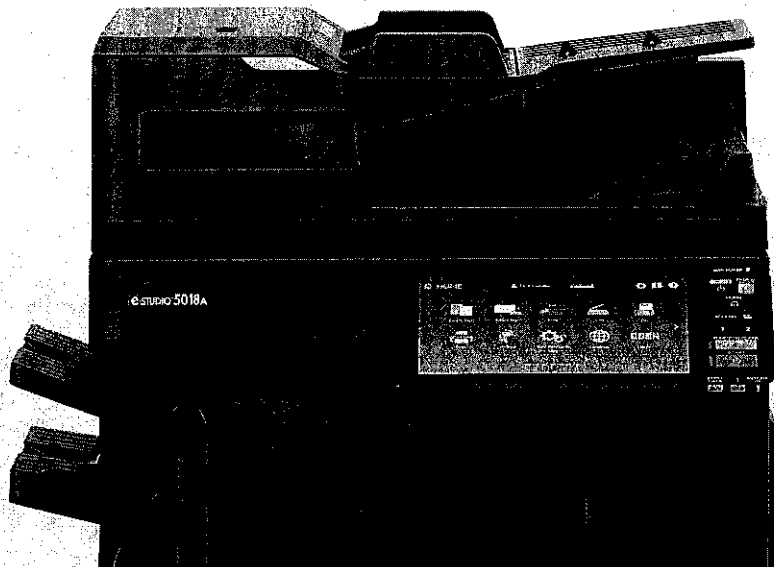
The Toshiba e-STUDIO5018A Series is designed to put a fast, efficient, secure MFP in the hands of workgroups looking to improve productivity.

- > Impressive resolution providing 2,400 dpi (Equivalence) x 600 dpi (with smoothing)
- > A time-saving, high-speed, high-capacity 300-sheet Dual-Scan Document Feeder
- > A high toner yield minimizes end-user intervention and enables long uninterrupted runs

Elevate streamlines complicated multi-step processes into automated, one-touch functions. We know you have work to do and at Toshiba we've introduced a new concept designed to make your job easier and more productive by personalizing the MFP user interface around your specific business processes.

Elevate enables customized and automated workflow presenting the user with convenient one-touch functions addressing only the tasks they use most. This results in simple operation and improved efficiency leading to an overall cost savings. Let Toshiba Elevate your productivity.

- > Customize and automate workflows specifically around your business processes
- > Boost productivity by reducing manual and paper intensive processes in the office
- > Personalize the user interface by department to deliver the utmost efficiency
- > Cost savings and greater efficiency through improved workflow and productivity
- > Clear away clutter and confusion on home screen by presenting only the tasks used most



A COMPACT DESIGN THAT LEAVES NOTHING OUT.

Workgroups can now get a lot more done using fewer resources and less space. The compact design of the e-STUDIO5018A Series is packed with useful functions, lots of options and elegant style.

Advanced e-BRIDGE Next Technology enables the MFP to drive Toshiba's internally developed solutions or those from a third party with ease.

Auto Skew Correction ensures your scanned documents, using any of the document feeder options are reproduced accurately.

First Copy Out Time clocks in at blazing fast speeds of up to 3.6 seconds.

Embedded Optical Character Recognition (OCR) simplifies the creation of searchable PDFs or editable document formats such as Microsoft® Word™.

Job Reservation will queue up multiple copy or print jobs so users can send jobs whenever.

Saddle/Fold Capabilities offer saddle-stitch finishing and the ability to fold without stapling.

Notifications Feature takes the hassle out of checking for depleted supplies or maintenance needs.

Service Module Design significantly reduces the cost and time spent servicing the MFP.

Print Around eliminates printing bottlenecks by allowing other print jobs to go around one job that's held-up due to requiring a specific paper size or type.

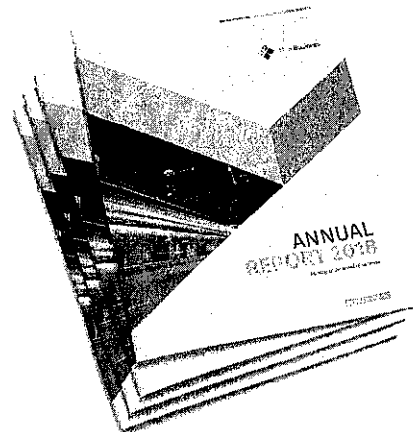
Paper Volume Indicators on the front panel make it easy to see the paper sizes, types and levels in each cassette.

Print-from USB lets you print PDF and JPG files straight from your USB drive and the MFP will scale document to fit the available paper size if necessary.

e-BRIDGE Plus for USB Storage is great for capturing a file quickly when you're on the go.

Scan Preview allows you to review your scanned documents digitally, even rotate and change pages prior to sending to file or email.

Fax Preview saves valuable resources by letting you view received faxes prior to printing them.



TOSHIBA TECHNOLOGY AT WORK FOR YOU.

At Toshiba, we work hard to make your work easier, and more productive. In fact, we haven't even mentioned all of our impressive features, like PCL 6, PS3, XPS support and Universal Drivers that offer connectivity to Windows® Macintosh® and more. Then there are driver plug-ins such as e-BRIDGE Job Point that splits large jobs over multiple machines, e-BRIDGE Job Replicator for the creation of multi-part forms and documents, e-BRIDGE Job Separator for batch printing with any app, and e-BRIDGE Job Build to print different documents together as a single job.

Security for Your Business

We're constantly looking for new ways to make your work, and ours, safer, and more secure.

- > A 320GB Self-Encrypting Drive (SED) with Automatic Drive Invalidation (ADI) & Data Overwrite capability provides top level security
- > Available FIPS 140-2 Validated SED exceeds government requirements
- > IPsec is available to securely encrypt data sent to and from the MFP
- > HCD-PP Certified ensures that the MFP has met rigorous security assurance requirements to safeguard your digital document

Toshiba's new e-BRIDGE Plus apps, including e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online let users scan to and print from Microsoft's cloud-based services directly at the front panel of the e-STUDIO MFP or their mobile device. This includes Word™, Excel® and PowerPoint® (.docx, .xlsx, .pptx) documents stored in OneDrive® accounts or SharePoint® locations. When combined with our embedded OCR feature, documents can be scanned into popular Office™ formats as well.*

With Google Cloud Print™ support, you can securely print over the web from anywhere, anytime—including your phone—to an e-STUDIO5018A Series MFP, e-BRIDGE Plus for Google Drive™, e-BRIDGE Plus for OneDrive® e-BRIDGE Plus for DropBox®, and e-BRIDGE Plus for box™ address all of the popular cloud-based mobility apps.*

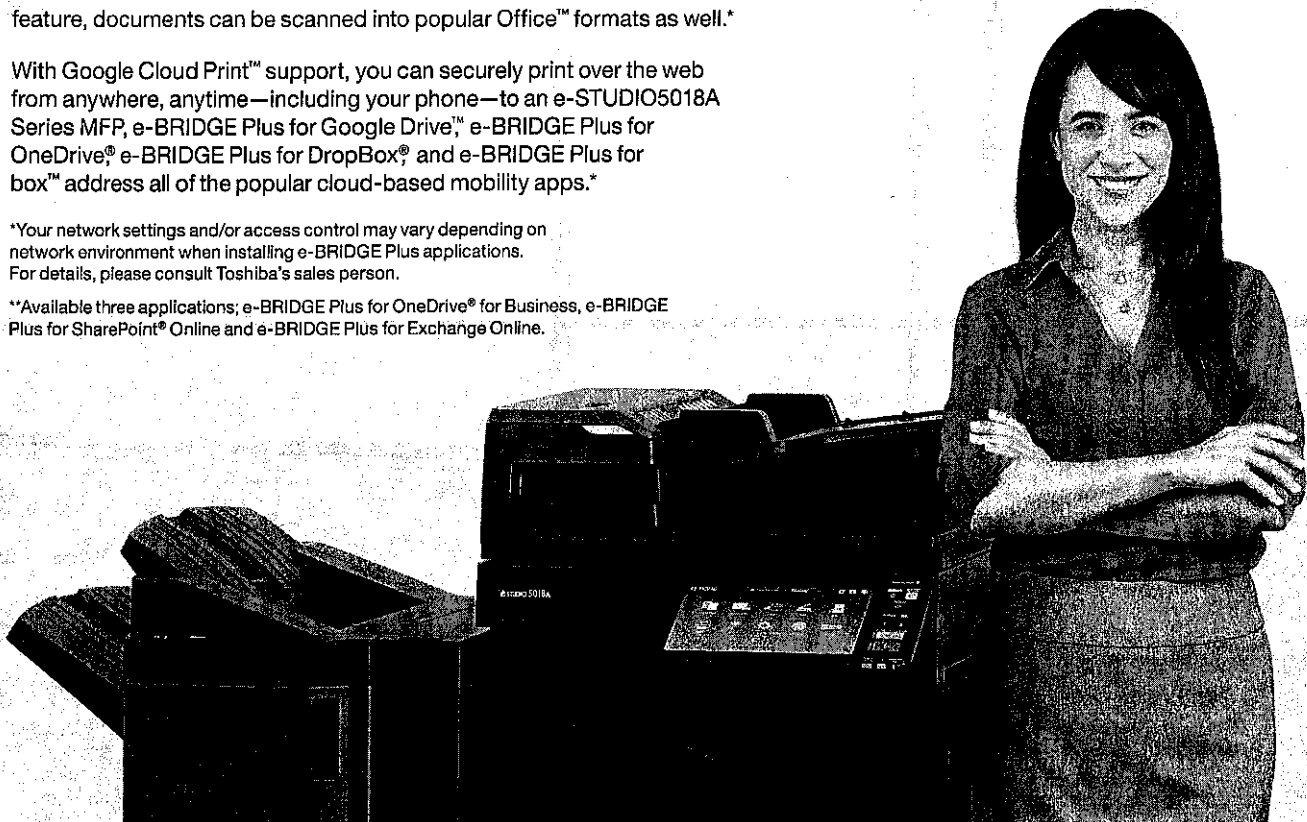
*Your network settings and/or access control may vary depending on network environment when installing e-BRIDGE Plus applications. For details, please consult Toshiba's sales person.

**Available three applications; e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online.

Responsibility for the Planet

Innovation that is truly innovative makes certain that our environment is part of the equation, which is why we're always looking for ways to be even more environmentally responsible.

- > ENERGY STAR® V2.0 certified
- > RoHS compliance, the use of recycled plastics, and Super Sleep (0.6W) Mode work to help the environment
- > EPEAT Gold Registered for greener electronics, designed to help purchasers choose products that reduce environmental impact
- > The new e-STUDIO models' Typical [weekly] Electrical Consumption or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost
- > e-BRIDGE Plus for Green Information provides users with a graphical display at the MFP of their environmental contribution to promote more effective use



THE FEATURES YOU EXPECT, AND MORE.

1 Document Feeder Options

- MR4000B Dual-Scan Document Feeder (DSDF)
- MR3031B Reversing Automatic Document Feeder (RADF)
- KA5005PC Platen Cover

2 Accessory Tray & Keyboard Options

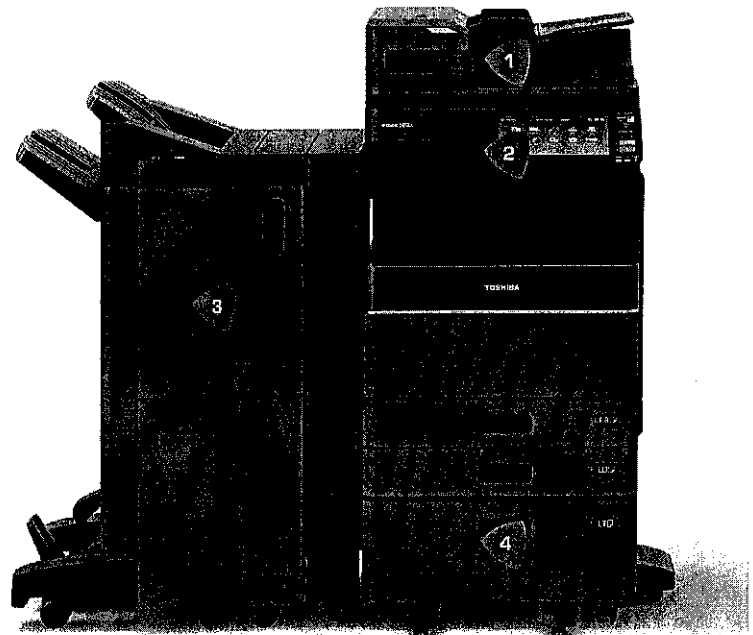
- GR1330 Accessory Tray
- GR9000 Bluetooth Keyboard
- GR1340 10-Key Numeric Keypad

3 Finishing Options

- MJ1042B 50-Sheet Inner Finisher
- MJ1109B 50-Sheet Console Finisher
- MJ1110B 50-Sheet Saddle-Stitch Finisher
- MJ5015 Job Separator

4 Additional Paper Options

- KD1058B Paper Feed Pedestal
- KD1059B 2,000-Sheet Large Capacity Feeder
- MY1048B Additional Drawer Module for PFP
- MY1049B Envelope Cassette



Additional Option Highlights

- > Embedded OCR Enabler
- > Multi-Station Print Enabler
- > Wireless LAN/Bluetooth
- > IPsec Security Enabler
- > Single & Dual-Line Facsimile
- > Hidden Card Reader Pocket

The e-STUDIO5018A Series includes all the features you would expect from a top-quality MFP, along with a few new ones.

In Control with the Greatest of Ease

A larger tiltable, touch swipe 10.1" color panel works like a tablet or smartphone interface so you can find whatever you need by just swiping your finger.

Advanced e-BRIDGE Next Technology

Built on Linux®, this latest generation e-BRIDGE Next architecture features an Embedded Web Browser, a dual-core processor, up to 4GB RAM, and a 320GB SED enabling the MFP to easily drive Toshiba's internally developed solutions or even third-party applications.

Double the Scan Speed

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

Special Envelope Cassette

Keep your envelopes firmly in place for accurate printing from start to finish with an envelope cassette that holds up to 60 sheets at a time.

Add What You Need, All at Once

1,200 sheet paper capacity comes standard, but if you need more, just add two optional 550-sheet cassettes or a tandem LCF for 2,000 LT only for a total capacity of 3,200.

High Volume, High Toner Yield

The monthly copy volume reaches up to 150,000 and an equally impressive toner yield tops out at 43,900 at 5% coverage.

Multi-Station Print Enabler

Toshiba's internally developed Multi-Station Print Enabler, now with support of up to 50 e-STUDIO devices, allows users to send print jobs from their desktop and retrieve them by simply swiping their card and authenticating at any convenient MFP.

e-STUDIO™ 3518A/4518A/5018A

Main Specifications

Copy System	Indirect Electrostatic Photographic Method/OPC/Laser Printing/ Heat Roller Fusing
Display	10.1" Color WSVGA Touch Screen Tilting Display
Copy Speed	35/45/50 PPM (LT)
First Copy Out	3.6/3.6/3.6 Seconds
Warm-Up Time	Approx. 20 Seconds
Copy Resolution	2,400 x 600 dpi with Smoothing
Stack Feed Bypass	3.9" x 5.8" to LD, Envelope
Multiple Copying	Up to 999 Copies
Paper Capacity	Standard 1,200 Sheets/Max. 3,200 Sheets
Original Feed	Optional 300-Sheet DSDf or 100-Sheet RADf
Scan Speed & Weights	DSDf Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color), Simplex: 9.3-110 lb Bond, Duplex: 9.3-110 lb Bond RADf Scan: Up to 73 IPM (Monochrome or Color), Simplex: 9.3-41.8 lb Bond, Duplex: 13.3-41.8 lb Bond
Max. Original Size	LD
Paper Feed Sizes	Drawer 1: 550 Sheets-ST-R to LD Drawer 2: 550 Sheets-ST-R to LD Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 11" x 17" Opt. 550-Sheet Paper Feed Pedestal-ST-R to 11" x 17" Opt. 550-Sheet Drawer for PFP-ST-R to 11" x 17" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-LT Only Standard: 550 Sheets x 2-16 lb Bond-140 lb Index Stack Feed Bypass: 100 Sheets-14 lb Bond-140 lb Index Opt. 550-Sheet Paper Feed Pedestal-16 lb Bond-140 lb Index Opt. 550-Sheet Drawer for PFP-16 lb Bond-140 lb Index Opt. Envelope Cassette for PFP-16 lb Bond-140 lb Index Opt. 2,000-Sheet Tandem LCF (Pedestal Type), 17-28 lb Bond Standard Automatic Duplex Unit (16 lb Bond-140 lb Index)
Paper Weights	
Duplex	
Reproduction Ratio	25% to 400%
Max Duty Cycle	Max. 125K/150K/150K Month
Weight	Approx. 125.2 lb
Approx. Dimensions	23" (W) x 23" (D) x 31" (H)
Toner Yield	43.9K @ 5%
Power Source	120 Volts, 50/60 Hz, 12 Amps
Power Consumption	Maximum 1.5kW (120V)
CPU	Intel Atom™ 1.33GHz (Dual-Core)
Memory	4GB
Hard Disk Drive	320GB Self-Encrypting Drive FIPS 140-2 Validated (Opt.)

e-BRIDGE Next Print Specifications

PDF	PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG
Print Speed	35/45/50 Pages Per Minute (LT)
Print Resolution	600 x 600 dpi (1 bit) or 2,400 (Equivalence) x 600 dpi (with Smoothing) (ALL PDL), 1,200 x 1,200 dpi (2 bit) or 3,600 x 1,200 dpi (with Smoothing) PS3 Only
Operating Systems	Windows Server® 2008 R2, R2 SP1, 2008/SP2, Windows® 7, 8.1, 10, Windows Server® 2012/R2, Windows Server® 2016, Macintosh® (macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13), Unix®, Linux®
Network Protocols	TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh® Environments
Printing Protocols	SMB, LPR/LPD, IPP (Ver.2.0) w/Authentication, AppleTalk® PAP or EtherTalk, Port 9100 (Bi-Directional), NetWare P-SERVER LPD w/ iPrint, WS Print, FTP
Print Drivers	Windows Server® 2008 SP2 (32-bit, 64-bit) Windows Server® 2008 R2 SP1 (64-bit), Windows Server® 2016, Windows® 7 SP1 (32-bit, 64-bit), Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows® 10 (32-bit, 64-bit), macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13
Interface	RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed), Optional 802.11b/g/n, Wireless LAN, Optional Bluetooth
Wireless Device	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
Device Management	TopAccess, EEMS 6.30 (e-BRIDGE Fleet Management Software)
Account Control	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/ Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
Accessibility Features	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout and Audible Beep Message Alerts



Security Features

User Authentication, On-Board Data Scramble Function, SCEP, Disable e-Filing, Disable Copy, Disk Overwrite, IP Address Filtering (10 Sets), MAC Address Filtering (10 Sets), Network Service Control, Network Port Control, SMB Packet Signing, SSL/TLS (HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS, SYSLOG), IPsec (IKEv1, IKEv2), Security Mode Change, CC Certified (ISO/IEC 15408), IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, NFC Authentication

Environmental Stds. Certification

*Conformance with HCD-PPV1.0 in High Security Mode.
ENERGY STAR® (V2.0), EPEAT Gold, Californian Proposition 65
WHCL (Windows® 7, 8, 8.1, 10, 2008 R2, 2012, 2012 R2), Novell®, Citrix®, SAP, AirPrint® and Mopria®

Scan Specifications

Scan Speed	DSDf Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) RADf Scan: Up to 73 IPM (Monochrome or Color)
Scan Modes	Standard: Full Color, Auto Color, Monochrome, Grayscale
Scan Resolution	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
File Formats	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.) Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, Slim PDF, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.)
Image Compression	Color/Grayscale: JPEG (High, Middle, Low)

Facsimile Specifications

Compatibility	Super G3
Data Compression	MH/MR/MMR/JBIG
Transmission Speed	Approx. 3 Seconds Per Page
Fax Modem Speed	Up to 33.6 Kbps
Memory Transmission	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations/Job
Scan Speed	0.7 Seconds Per Page, Maximum 73 IPM

e-Filing Specifications

Operation Method	Color Touch Screen Control Panel or Client PC
Number of Boxes	1 Public Box, 200 Private User Boxes
Capacity of Boxes	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

Accessories (Options)

Platen & Document Feeder Options			
DSDf	MR4000B	Accessory Tray	GR1330
RADf	MR3031B	Panel 10-Key Option	GR1340
Platen Cover	KA5005PC	Card Reader Holder	GR1320
		FIPS 1402 Option	GE1230
Additional Paper Options		USB Hub	GR1310
Paper Feed Pedestal	KD1058B	Meta Scan Enabler	GS1010
Drawer Module	MY1048B	iPsec Enabler	GP1080
Envelope Cassette Option	MY1049B	Unicode Font Enabler	GS1007
Large Capacity Feeder	KD1059B	Embedded OCR Enabler	
		Per Seat License	GS1080
Finishing Options		Multi-Station Print Enabler	
Inner Finisher	MJ1042	Per Seat License	GS1090
50-Sheets Staple Finisher	MJ1109	SharePoint® Connector	GB1440
Saddle-Stitch Finisher	MJ1110	Exchange Connector	GB1450
Hole Punch Unit for MJ1042B	MJ6011	Google Docs™ Connector	GB1540
Hole Punch Unit for MJ1109B/MJ1110B	MJ6105	Miscellaneous Options	
Bridge Kit	KN5005	Stand	STAND5005
Job Separator		Accessible Arm	KK2550
eS3518A/4518A/5018A	MJ5015	Work Tray	KK5005
		Harness Kit for Coin Controller	GQ1280
Connectivity/Security Options		Manual Pocket	KK5008
FAX Unit/2nd Line for FAX Unit	GD1370N		
Wireless LAN/Bluetooth	GN4020		
Bluetooth Keyboard	GR9000		

Designs and specifications subject to change without notice. Specifications may vary by conditions of use and/or environmental usage. For best results and reliable performance, always use supplies manufactured or designated by Toshiba. Not all options and accessories may be available at the time of product launch. Please contact a local Authorized Toshiba Dealership for availability. Toner yields are estimates based on 5% coverage, letter-size page. Driver and connectivity feature support varies by client/network operating system. Product names may be trademarks of their respective companies. AirPrint® and the AirPrint® logo are trademarks of Apple Inc. This is a Class 1 laser product complying with IEC60825-1. All company and/or product names are trademarks and/or registered trademarks of their respective manufacturers in their markets and/or countries.

Corporate Office

25530 Commercentre Drive, Lake Forest, CA 92630
Tel: 949-462-6000

East Coast

959 Route 46 East, 5th Floor, Parsippany, NJ 07054
Tel: 973-316-2700

Midwest

8770 W. Bryn Mawr Ave., Suite 700, Chicago, IL 60631
Tel: 773-380-6000

South

2037 Bakers Mill Rd., Dacula, GA 30019
Tel: 678-546-9385

West Coast

25530 Commercentre Drive, Lake Forest, CA 92630
Tel: 949-462-6000

Web Site

www.business.toshiba.com

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Solutions Proposal

Document Copying
and Printing

City of Darien
Darien Police Department

PREPARED BY:

Mike Miller, Account Manager

Office: (630) 874-5234

Cell: (630) 660-5883

Email: Michael.Miller@ricoh-usa.com

Proposal Submitted: Dec. 3, 2021



Ricoh USA, Inc.
2250 W Pinehurst Blvd.
Suite 205
Addison, IL 60101

Ms. Rosemary Gonzalez
Administrative Manager, Darien Police Dept.
City of Darien
1710 Plainfield Road
Darien, IL 60561

Dec. 3, 2021

Dear Rosemary:

Thank you for giving Ricoh the continued opportunity to address your document needs. Based upon your request, I have prepared a solution that we believe will address the following business challenges:

- B/W MFP that meets and exceeds your requirements
- Financial options including purchase, lease and maintenance programs

At Ricoh, we have built a solid reputation for providing the best solution for each of our customer's unique requirements. We meet your specific needs by leveraging innovative technology backed by Ricoh's world-class service and expertise.

Thank you for giving us the opportunity to present our proposal. On behalf of your Ricoh team, we appreciate the time you have committed to considering our recommendations. We look forward to serving your information mobility needs and improving the way your organization accesses, captures, and manages information in today's changing workforce.

Sincerely,

Mike Miller
Account Manager
(630) 874-5234_
Michael.Miller@ricoh-usa.com

Proprietary and Confidential Statement—The enclosed materials are proprietary to Ricoh, and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.

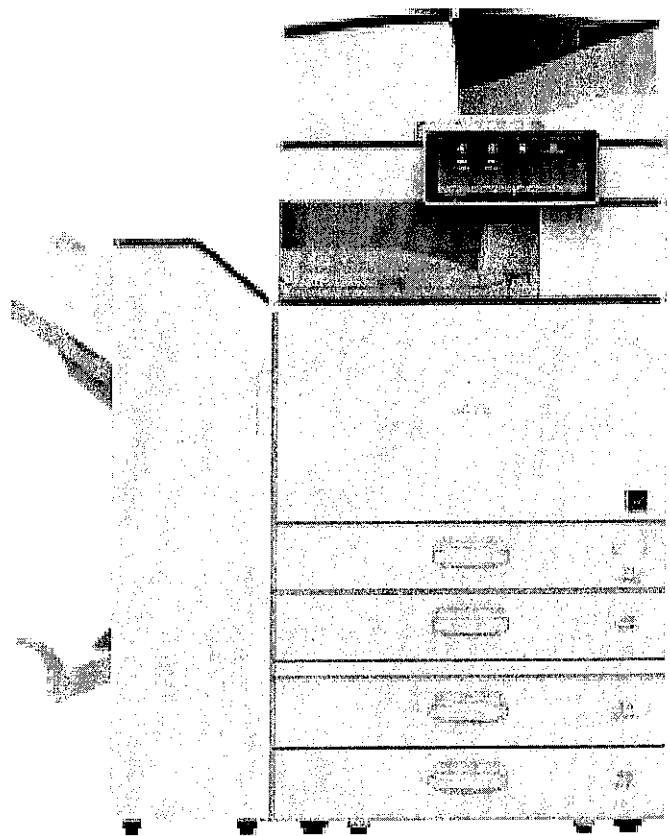
Proposed Solution

Ricoh IM 6000

The IM 6000 delivers fast B/W print speeds of 60-ppm and is designed to help customers turn around their jobs faster, while providing crisp image quality, media flexibility, advanced security and eco-friendly features. The standard intuitive Smart Operation Panel with NFC connectivity improves overall user operability and is equipped to support the needs of today's mobile office with the power to streamline workflows and enhance output from creation to finish.

KEY FEATURES

- 60-ppm B/W printing speeds
- **10.1" Soft Key Smart Operation Panel with integrated USB/SD Card ports**
- Standard PostScript Emulation and PDF Direct Print Support
- Copy/Print/Scan
- Auto Duplexing
- **220 Sheet Single Pass Document Feeder**
- 2 x 550 sheet paper trays support paper weights up to 300 g/m²
- 2 GB RAM
- New Application Site allows administrators to browse, download, install and update single function apps on their own
- **320 GB hard disk drive (HDD) with standard DOSS, Encryption and Copy Data Security**
- **Near Field Communication (NFC) capabilities enable hands-free authentication and easy mobile access**
- Reduced recovery time from Sleep Mode
- Booklet Finisher (Saddlestitch) with 3-Hole Punch

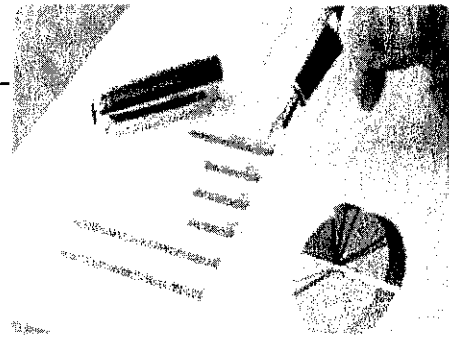


This product image shown above may be configured with additional options/accessories not included with the mainframe. For more information, please speak with your Ricoh Sales Representative.



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Financial Considerations



Investment Details – Purchase

PRICING COMPONENTS

- Installation
- Operator training
- Service performed by Ricoh customer service technicians (*you will incur no additional charges for parts or labor*)
- Covers all parts and labor, including drum, developer, toner and staples.
- **Ricoh IM 6000**
 - Copy/Print/Scan
 - 220-sheet SPDF
 - 1,100-sheet Paper Bank
 - Booklet Finisher
 - Punch Unit
 - Network Power Filter

FINANCIAL CONSIDERATIONS

Purchase Price Option

\$26,909.00 Suggested Retail Price

\$(20,089.00) Public Sector Discount

\$6,820 Final Cash Price

Maintenance Agreement

- Monthly Base - \$29.50
- Monthly Allowance – 5,000 pages
- Overage Charge - \$0.0059

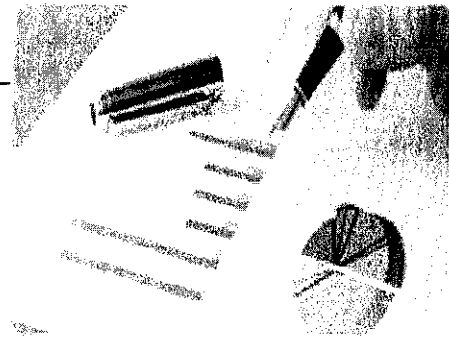
OR

- Monthly Base - \$0.00
- Monthly Allowance – 0 pages
- Per Page Charge - \$0.0059

Cost Comparison

	Hardware	Maintenance
Standard Pricing	\$26,909.00	\$540/yr; 5K/mo.; \$0.0095 overage
Public Sector Discount	\$18,406.00	
City of Darien	\$8,485.00	\$354/yr.; 5K/mo.; \$0.0059 overage; OR \$0.0059 per page

Financial Considerations



Investment Details – 60-Month Lease

PRICING COMPONENTS

- Installation
- Operator training
- Service performed by Ricoh customer service technicians (*you will incur no additional charges for parts or labor*)
- Covers all parts and labor including drum, developer and toner.
- **Ricoh IM 6000**
 - Copy/Print/Scan
 - 220-sheet SPDF
 - 1,100-sheet Paper Bank
 - 1,000-sheet Booklet Finisher
 - Three-Hole Punch Unit
 - Network Power Filter

FINANCIAL CONSIDERATIONS

60-month Lease
Monthly Investment
\$123.92

Maintenance Agreement

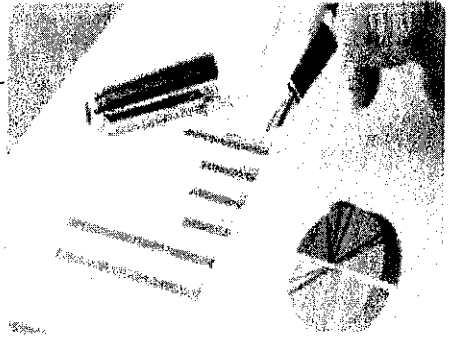
- Monthly Base - \$29.50
- Monthly Allowance – 5,000 pages
- Overage Charge - \$0.0070

OR

- Monthly Base - \$0.00
- Monthly Allowance – 0 pages
- Per Page Charge - \$0.0059

Cost Comparison		
	Hardware	Maintenance
Standard Pricing	\$604.24/month	\$45/mo.; 5K/mo.; \$0.0095 overage
Public Sector Discount	\$431.14/month	
City of Darien	\$123.92/mo.	\$29.50/mo.; 5K/mo.; \$0.0059 overage; OR \$0.0059 per page

Special Promotions



CASH REBATE PROMOTION

- **\$900.00** CASH Rebate for each IM 6000 authorized prior to 3/31/2022
- Must take delivery by 6/30/2022
- Other Rebate amounts available for various Ricoh Products
- City of Darien would be responsible for filing for the rebate following product installation.

FINANCING PROMOTION

- Special Lease Rate for authorized orders by 3/31/2022
- Must take delivery by 6/30/2022

The Ricoh Value Proposition



At Ricoh, we look at our customer's businesses from every angle to help them create the future they want. We see where there is room for innovation, where there is room to grow, and where there is room to rethink. Our dedicated people, processes and technologies drive the path to change that delivers the top business outcomes desired by our customers... whatever they might be. Ricoh is committed to providing our people with all the tools necessary to not only imagine what's next for businesses, but to drive the change necessary within those businesses, to create the future they want.

Drive Cost Effectiveness

We help businesses increase efficiency by identifying non-core and labor intensive tasks that would be more efficiently done by others, and recommend technology investments that optimize business processes.

Maintain Data Privacy and Security

With more data at risk every day, customers look to Ricoh and our long history of securing data for the processes and technology that provide secure accessibility in their IT infrastructure.

Streamline Business Processes

We re-engineer critical workflows to optimize the flow of information and greatly enhance business agility for our customers.

Manage Organizational Change

Change isn't always easy, but it is critical to any organization's growth. Our technology solutions and work expertise help increase adoption of change.

Maximize Worker Productivity

Empowering iWorkers to collaborate, innovate and problem-solve rather than re-creating information that already exists is our top priority.

Optimize Information

We unlock business information hidden within companies and make it more easily available to the right people, at the right place and at the right time.

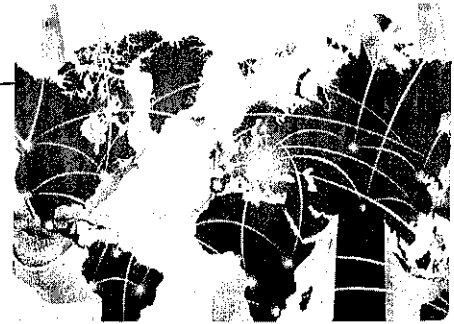
Build a Strategic Infrastructure

Beyond recommending systems and software, our teams of experts offer the critical expertise needed to design environments within which any businesses' unique processes can flourish.

Achieve Environmental Stability

As the industry leader in eco-solutions, we are driving businesses toward conserving energy and minimizing waste. It's good for business... and the planet.

Why Ricoh



The Ricoh Difference

There are many reasons why companies choose to partner with Ricoh, including our access to best-in-class technology and the strength of our people and support structure. Ultimately, however, customers stay with Ricoh because of our commitment to helping their businesses succeed.

Helping Our Customers Succeed

At Ricoh, we recognize that if we are to help our customers remain competitive, we must provide the vision and solutions that enable them to:

- Develop Business methodologies that focus on process improvement and increased workflow efficiency
- Control or reduce the total cost of ownership associated with document management processes
- Strengthen collaboration, while maintaining document security when sharing information
- Minimize environmental impact and partner on "green" document management initiatives
- Provide total compliance with regulatory and risk standards

Our People

Our team of sales and technical resources are personally committed to bringing the best solution to each individual customer, and we hold them accountable for your results. Our local service professionals average over 18 years' experience and undergo approximately 100 hours of training per year. They work in conjunction with our dedicated systems analysts to concentrate on your digital document needs. Our highly trained and experienced service technicians support specific customers in assigned territories. This process fosters solid relationships and a true understanding of your operations, applications and peak production periods, to ensure maximum responsiveness and uptime.

- Experienced team supported by comprehensive award-winning training
- National network of 4,600 Ricoh-employed service professionals
- Accountable for your results

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Why Ricoh



The Ricoh Difference

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Our Solutions

Ricoh offers open-architecture products that can be customized for your infrastructure. Leveraging our expertise and network of technology partners, we also deploy software solutions that deliver measurable results. Ricoh provides end-to-end solutions through one of the industry's broadest portfolios of document management services, including on-site and off-site managed services, technical service and support, and customized workflow design and implementation. We also provide flexible financing options to meet your specific needs through a variety of payment and invoicing options.

- Award-winning technology choices with open architecture, backed by world-class service and support
- End-to-end solutions for all phases of the document lifecycle
- Flexible financing options

Our Company

Ricoh USA combines the manufacturing and engineering expertise of Ricoh Company, Ltd. — a global technology innovator — with the experience and reach of our locally based sales and services teams. Our experience has taught us that the people best-suited to make decisions about the services and support offered to our customers are those closest to our clients and their needs. Localized decision-making is a fundamental organizational paradigm. Simply put, this process translates into fast, consistent, world-class service for our customers.

- Support resources of a major international corporation committed to quality, innovation and the environment
- Flexible and responsive localized decision-making

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Sample Implementation

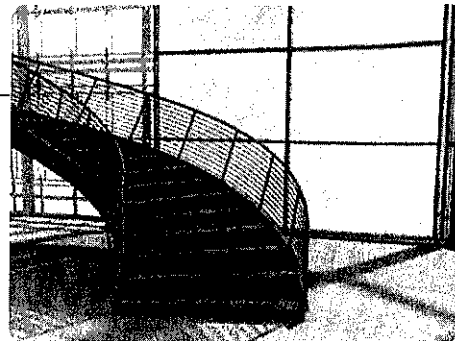


Proposed Schedule

Once selected, Ricoh estimates that we can implement the solution within 2 weeks of receipt of initial order.

Agreement Authorization	3/31/2022
Preinstallation survey	n/a
Delivery/acceptance of equipment	6/30/2022
System training	7/2/2022
Account review	90 days

Transformation



Our Approach. Our Solutions.

Ricoh believes that the key to transforming the way a company works starts with harnessing the collective imagination of people. This idea, paired with our award-winning technology and services, is how we are breathing new life into established forms of knowledge-sharing — helping companies move beyond paper and beyond the office, so employees can collaborate like never before. Services-led, technology-enabled and people-driven, Ricoh is committed to helping each customer leverage the powerful information and knowledge that already exists throughout its organization — often untamed, untapped and buried — to create the future it wants.

Support When and Where you Need It.

- National coverage through a team of more than 4,000 locally based technical support professionals
- Telephone response of one hour or less on average
- On-site response of four hours or less on average
- Routine preventative maintenance support
- Online self-service to submit service requests
- Technician parts inventory managed through an automated parts system
- Customer history tracked through Edge wireless mobile device
- Customer service guarantees

Facts about Ricoh

- Ricoh USA, Inc., is part of a financially stable organization with FY19 annual revenues of \$21.3 billion
- Number 1 in global market share for MFPs (*IDC's Worldwide Hardcopy Peripherals Tracker*)
- With over 108,000 Ricoh employees worldwide, Ricoh operates in approximately 200 countries and regions worldwide, with direct service in over 50 countries.
- Ricoh is a two-time winner of the Deming Award for quality; all manufacturing facilities are ISO 9001:2000 certified
- As a leader in environmental stewardship, Ricoh is ISO 14001 certified and has earned multiple awards, including the World Environmental Center (WEC) Gold Medal for its International Achievement in Sustainable Development

www.ricoh-usa.com

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Powerful A3 black & white
multifunction printing

IM 2500

IM 3500

IM 4000

IM 5000

IM 6000

Copier Printer Facsimile Scanner



A range of intelligent devices for all your office printing needs

The IM 2500, IM 3500, IM 4000, IM 5000 and IM 6000 are designed to effortlessly boost office productivity thanks to features such as high scanning speeds, RICOH Always Current Technology and an extensive range of finishing options. Suitable for organizations of all sizes across multiple industries, the entire range enables more streamlined and efficient document workflows to adapt to changing office requirements without compromising on quality and productivity. With these intelligent devices in place, printing is smarter, faster and always up-to-date with the very latest technological updates and advancements from Ricoh. This is the go-to range that delivers consistent results whatever your printing or scanning requirements may be. With different models to choose from, you're guaranteed to find a multifunction device that 100% meets your needs.

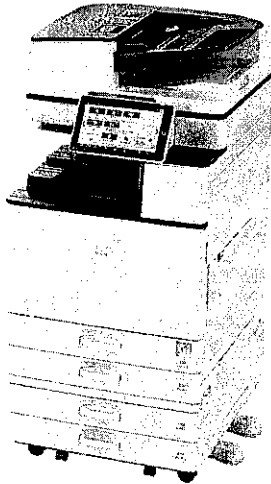
- Work smarter – access new applications, features and upgrades whenever you need them
- Work your way – wide range of finishing options ranging from internal finisher to booklet finisher
- Work faster – scan between 120 and 240 impressions per minute in B&W and color
- Work securely – multi-layered security for risk-proof document management

This range of intelligent black and white multifunction devices is powerful, reliable and constantly updated with the latest technology to provide you with high-quality printing and scanning — any time, any place, anywhere.

Ricoh intelligent devices: Scalable. Secured. Sustainable. Simple.

Technology that never becomes dated

With our range of intelligent devices, you can benefit from the outstanding quality, reliability and security that you can expect from Ricoh — plus on-demand access to the latest technology.



Always up-to-date

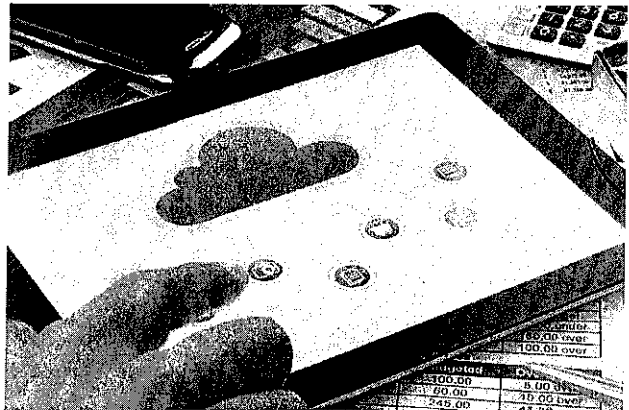
Simply add software solutions, applications and cloud services as you need them to optimize your document management workflows, helping your people work smarter, faster and more securely.

RICOH Always Current Technology allows new features, applications and upgrades to be downloaded and installed directly to your device.

Technology and security, made easy

Connecting your Ricoh intelligent device to external cloud services and installing apps with workflow capabilities is easy. Convert paper-based information to digital by scanning directly to services such as Dropbox™ or SharePoint™ or scan direct to folders on your corporate network. Get quick access to a range of 'scan-to' functionality as new services become available.

Prevent your data and printing from being compromised with multi-layered security features that make document management risk-proof.



Expert document management and outstanding quality

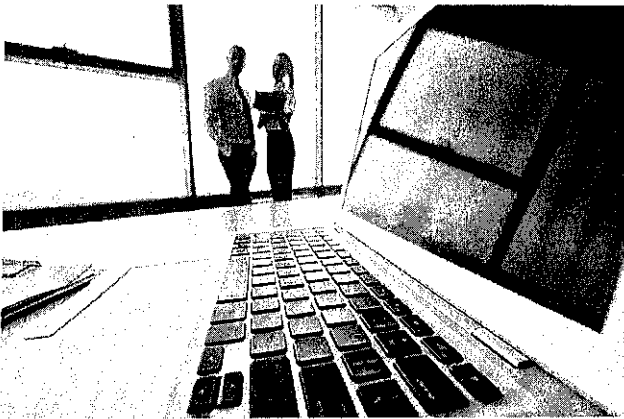
Get sharp text and graphics without saturation using Ricoh's advanced printing technologies that deliver the best quality print results every time.

Straightforward printing for busy offices

Streamlined workplaces require streamlined systems

Working environments are becoming more streamlined. From apps and smart devices to virtual meetings and data accessed via cloud environments, every element of office working is evolving. Rightfully, people expect their office equipment to facilitate this new way of working.

The latest devices, with their intuitive features, are being continuously updated to incorporate up-to-the-minute developments — catering to all requirements while keeping pace with these technological developments.



About the range — at a glance

A3 B&W intelligent devices are designed to boost office productivity without complex user interfaces, thanks to the Smart Operation Panel.

With features such as high scanning speeds and an extensive range of finishing options, this improved productivity is also effortless.

All the way up to a blistering 60 pages per minute, the range perfectly tailors to a wide range of business needs and sectors. Along with the print speed performance you need, the range offers impressive scan speeds between 120 – 240 ipm in B&W and color.

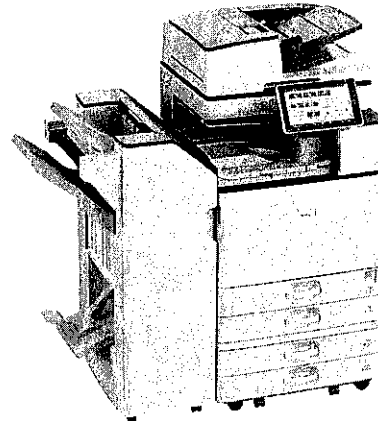
Industry-leading suite of finishing options

The wide variety of paper support and finishing options enable you to configure your device to your needs.

Booklet finishers can print booklets and magazines, while the hybrid finisher offers staple-free binding.

Finishers can punch and staple. And with the multifolding unit, you can fold leaflets.

The different paper options offer additional paper capacity reducing refill jobs.



Making every day tasks easier

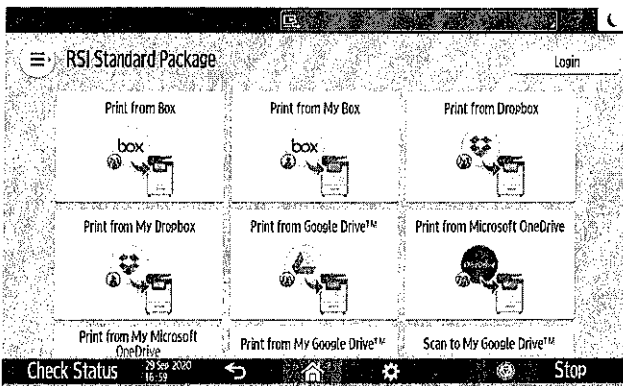
- **The latest technology:** RICOH Always Current Technology provides access to required applications, the latest features and upgrades.
- **Total integration:** RICOH Smart Integration provides cloud-based apps and a cohesive document workflow across multiple devices.
- **Productivity:** The intuitive Smart Operation Panel makes using the devices quick and easy and workflows more intuitive.
- **Safety:** RICOH Smart Device Connector enables touchless operation of the MFP, allowing users to control all print, copy, scan and fax functions from Android and iOS devices smartly and safely.

About those industry-leading features – in more detail...

RICOH Always Current Technology

Always Current Technology delivers timely solutions to meet your changing needs. With RICOH Always Current Technology enabled, the capabilities of your Ricoh intelligent device continually adapt to the changing demands of your workforce.

Available on most of Ricoh's intelligent devices, it quietly and continually supports you, automatically downloading software updates. And, just like your smartphone, it prompts you to activate the update at your convenience. The process is simple and secured.



RICOH Smart Integration Platform

RICOH Smart Integration helps maximize your MFP investment by providing document workflow automation right from your device. Users will be able to digitize and route documents seamlessly, allowing them to work faster, smarter and more cost effectively.

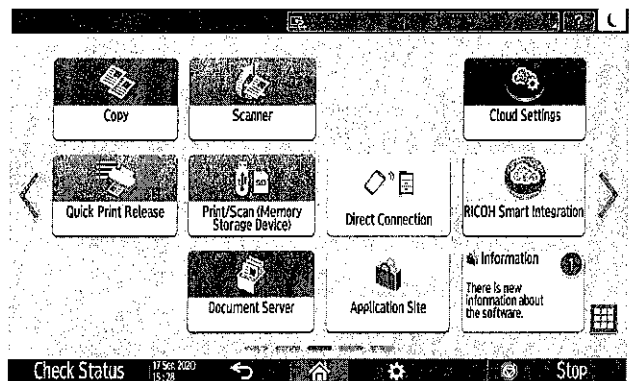
Whether the document destination is a folder, an email recipient, a fax number, in the cloud or local — RICOH Smart Integration helps get the document to the right location, in the right file format, with the right file naming.

RICOH Smart Integration is provided through a simplified subscription model, making it quick and easy to get started, and you have immediate access to the latest features without high upfront costs. The capabilities available through subscription are growing rapidly, and new workflow integrations are completed by Ricoh's committed team of developers on an on-going basis.

Smart Operation Panel

With our latest 10.1" Smart Operation Panel, complete with soft-key operation, your Ricoh multifunction printer is even easier to touch, swipe and get the job done, thanks to a range of helpful features — including a customizable home screen and full internet browser capability.

When you want to simplify and improve document processes in your office, Ricoh's new range of A3 B&W intelligent MFPs — featuring Smart Operation Panel technology — brings you high quality printing, high efficiency workflows and low running costs.

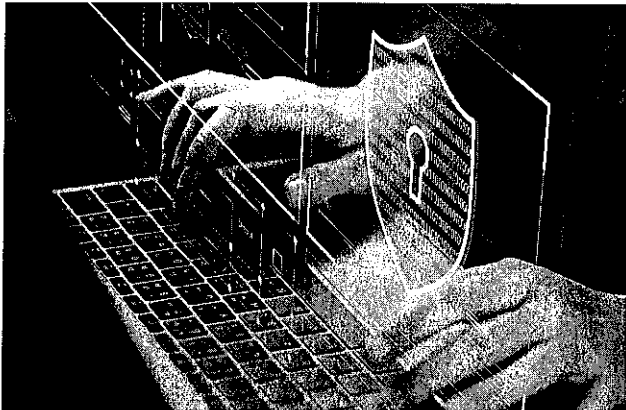


Smart Device Connector

Smart devices are seeing greater and greater use on the business scene, but procedures for connection to office equipment are complex and still by no means stress-free. With our Smart Device Connector, those complex procedures become simple, and you can seamlessly connect to various smart devices.

You can also operate a multifunction product by NFC or QR code. Simply hold the smart device over it, and you're connected.

Secured. Sustainable. Simple.



Secured: Stay current with the latest security tools

Cyber security is a growing threat. Prevent your data and printing from being compromised with multi-layered security features that risk-proof document management.

Ricoh's Always Current Technology not only ensures you benefit from all the latest features and apps, it also ensures your device is always running the latest security update too.

Sustainable: Improve your carbon footprint

Since Kiyoshi Ichimura founded Ricoh's principles in 1946, we continue to leverage the power of business through incorporating social and environmental sustainability — undertaking a range of initiatives in keeping with our sustainability message: Driving Sustainability for Our Future.

Sustainability is at the heart of everything we do. Ricoh MFPs are designed to be energy efficient. It's as important to us as it is to you that any device we develop leaves a small carbon footprint on the environment. We also have a deep commitment to minimizing the environmental impact of our devices and workflow, which is why we continually work to meet the global standards for energy and resource efficiency, as defined by EPEAT^{®*} and ENERGY STAR[®]. Ricoh devices have low energy consumption levels, in both Typical Electricity Consumption (TEC) and actual power consumption.

*EPEAT is only applicable in the USA.

Simple: Cut your printing costs

Organizations are under pressure to keep company-wide costs down. Consolidate your printing equipment down into one highly productive and reliable fleet.

B&W printing is notable for reducing printing costs and, alongside quality and efficient scanning, will reduce paper usage overall.

We also offer a selection of cost control software products — from tracking energy, paper and consumables consumption to ensuring that the most efficient settings have been activated across all your print devices.



RICOH IM 2500/IM 3500/IM 4000/IM 5000/IM 6000

MAIN SPECIFICATIONS

	RICOH IM 2500	RICOH IM 3500	RICOH IM 4000	RICOH IM 5000	RICOH IM 6000
GENERAL					
Warm-up time	18 seconds	18.6 seconds	17.9 seconds	19.1 seconds	18.8 seconds
First output speed	4.1 seconds	3.8 seconds	3.6 seconds	2.7 seconds	2.3 seconds
Continuous output speed	25 ppm	35 ppm	40 ppm	50 ppm	60 ppm
Memory: standard			2 GB		
HDD: maximum			320 GB		
SPDF capacity			220 sheets		
Weight			168.6 lbs (76.5 kg)		
Dimensions: W x D x H			23.1" x 25.7" x 37.9" (587 x 673 x 963 mm)		
Power source			120-127 V / 12A 60 Hz		
COPIER (STANDARD)					
Multiple copying			Up to 999 copies		
Copy resolution: maximum			600 x 600 dpi		
Zoom			From 25% to 400% in 1% steps		
PRINTER (STANDARD)					
CPU			Intel® Atom Processor Apollo Lake-I 1.36 GHz		
Printer language: standard			PCL5e, PCL6, PostScript 3 (emulation), PDF direct (emulation)		
Printer language: option			Genuine Adobe® PostScript®3™, IPDS, PDF Direct from Adobe®		
Print resolution: maximum			1,200 x 1,200 dpi		
Network interface: standard			Ethernet 10 base-T/100 base-TX/1000 base-T, USB Host I/F Type A, USB Device I/F Type B		
Network interface: option			Wireless LAN (IEEE 802.11 a/b/g/n)		
Mobile printing capability			Apple AirPrint, Mopria®, NFC, RICOH Smart Device Connector		
Windows® environments			Windows® 8.1, Windows® 10, Windows® Server 2012, Windows® Server 2012R2, Windows® Server 2016, Windows® Server 2019		
Mac OS environments			Macintosh OS X v10.13 or later		
UNIX environments			UNIX Sun® Solaris, HP-UX, SCO OpenServer, RedHat® Linux, IBM® AIX, Citrix XenApp (7.6 LTSR, 7.15 LTSR, VirtualApps/Desktops 7 1912 LTSR and later)		
SAP® environments			SAP® R/3®, SAP® S/4®		
Other supported environments			AS/400® using OS/400 Host Print Transform		
SCANNER (STANDARD)					
Scanning: B/W / Color			120 ipm (simplex)/240 ipm (duplex)		
Resolution: maximum			600 x 600 dpi (1200 x 1200 dpi via TWAIN)		
File formats			Single page: TIFF, JPEG, PDF, High compression PDF, PDF/A Multi page: TIFF, PDF, High compression PDF, PDF/A		
Scan modes			E-mail, USB, SD Card, URL, FTP, SMB		
FAX (OPTION)					
Circuit			PSTN, PBX		
Transmission speed			Approximately 2 seconds		
Modem speed: maximum			33.6 Kbps		
Resolution			Standard mode: 8 x 3.85 line/mm, 200 x 100 dpi Detail mode: 8 x 7.7 line/mm, 200 x 200 dpi Option mode: 16 x 15.4 line/mm, 400 x 400 dpi		
Compression method			MH, MR, MMR, JBIG		
Memory			Standard: 4 MB (approximately 320 pages) Optional: 60 MB (approximately 4,800 pages)		
PAPER HANDLING					
Recommended paper size			Trays 1 and 2: Letter, Legal, Ledger, HLT, A3-A6, B4-B6, Envelopes Bypass tray: Letter, Legal, Ledger, HLT, A3-A6, B4-B6, Envelopes, Custom size		
Paper input: standard			1,200 sheets		
Paper input: maximum			4,700 sheets		
Paper output: standard			500 sheets		
Paper output: maximum	1,625 sheets	1,625 sheets	3,625 sheets	3,625 sheets	3,625 sheets
Paper weight			Trays: 60 - 300 g/m ² Bypass: 52 - 300 g/m ² Duplex: 52 - 256 g/m ²		
Paper types			Plain, Recycled, Special, Color, Letterhead, Cardstock, Preprinted, Bond, Coated, Envelope, Label, OHP		

RICOH IM 2500/IM 3500/IM 4000/IM 5000/IM 6000

MAIN SPECIFICATIONS

	RICOH IM 2500	RICOH IM 3500	RICOH IM 4000	RICOH IM 5000	RICOH IM 6000
ECOLOGY					
Power consumption: maximum	1,600 W	1,600 W	1,600 W	1,600 W	1,600 W
Power consumption: operation	437 W	536 W	584 W	755 W	811 W
Power consumption: ready	57.0 W	57.0 W	62.2 W	62.2 W	62.2 W
Power consumption: sleep	0.54 W	0.53 W	0.54 W	0.54 W	0.54 W
Power consumption: TEC ¹	0.29 kWh/week	0.41 kWh/week	0.45 kWh/week	0.61 kWh/week	0.72 kWh/week
EPEAT [®]			Gold Rated*		
			*EPEAT Gold rating is applicable only in the USA.		
OUTPUT TRAYS AND FINISHER OPTIONS					
2x 550-sheet Paper tray (PB3300)			Paper size: Letter, Legal, Ledger, HLT, A3-A6, B4-B6 Paper weight: 60-300 g/m ² Dimensions: 23.1" x 27.0" x 9.7" (587 x 685 x 247 mm) Weight: 50.7 lbs (23 kg)		
2,000-sheet Large capacity tray (LCIT PB3290)			Paper size: Letter, A4 Paper weight: 60-300 g/m ² Dimensions: 23.1" x 27.0" x 9.7" (587 x 685 x 247 mm) Weight: 48.5 lbs (22 kg)		
1,500-sheet side Large capacity tray (LCIT RT3040)			Paper size: Letter, A4, B5 Paper weight: 60-300 g/m ² Dimensions: 13.4" x 21.4" x 11.4" (340 x 545 x 290 mm) Weight: 21.6 lbs (10.5 kg)		
1,000-sheet Hybrid finisher (SR3260)			Paper size: Letter, Legal, Ledger, HLT, A3-A6, B4-B6 Paper weight: 52-300 g/m ² Stack capacity: 1,000 sheets Staple capacity: 50 sheets – Letter, A4; 30 sheets – Legal, B4 or larger Staple paper size: Letter, Legal, Ledger, A3-B5 Staple paper weight: 52-105 g/m ² Staple positions: Top, Bottom, 2 staples Dimensions: 22.6" x 24.4" x 37.8" (575 x 620 x 960 mm) Weight: 75 lbs (34 kg)		
3,000-sheet Finisher (SR3280)			Paper size: Letter, Legal, Ledger, HLT, A3-A6, B4-B6 Paper weight: 52-300 g/m ² Stack capacity: 3,000 sheets Staple capacity: 50 sheets – Letter, A4; 30 sheets – Legal, B4 or larger Staple paper size: Letter, Legal, Ledger, A3-B5 Staple paper weight: 52-105 g/m ² Staple positions: Top, Bottom, 2 staples, Top slant Dimensions: 25.9" x 24.1" x 37.8" (657 x 613 x 960 mm) Weight: 83.8 lbs (38 kg)		
1,000-sheet Booklet finisher (SR3270)			Paper size: Letter, Legal, Ledger, HLT, A3-A6, B4-B6 Paper weight: 52-300 g/m ² Stack capacity: 1,000 sheets Staple capacity: 50 sheets – Letter, A4; 30 sheets – Legal, B4 or larger Staple paper size: Letter, Legal, Ledger, A3-B5 Staple paper weight: 52-105 g/m ² Staple positions: Top, Bottom, 2 staples, Booklet Dimensions: 22.6" x 24.4" x 37.8" (575 x 620 x 960 mm) Weight: 95.9 lbs (43.5 kg)		
500-sheet Internal finisher (SR3250)			Paper size: Letter, Legal, Ledger, HLT, A3-A6, B4-B5 Paper weight: (52-300 g/m ²) Stack capacity: 500 sheets – Letter, A4 Staple capacity: 50 sheets – Letter, A4; 30 sheets – Legal, B4 or larger Staple paper size: Letter, Legal, Ledger, A3-B5 Staple paper weight: (52-105 g/m ²) Staple positions: Top, Bottom, 2 staples Dimensions: 21.5" x 20.6" x 6.7" (546 x 523 x 170 mm) Weight: 28.2 lbs (12.8 kg)		
Internal shift tray (SH3080)			Tray capacity: 250 sheets – Letter, A4 Paper size: Letter, Legal, Ledger, HLT, A3-A6, B4-B6 Paper weight: 52-300 g/m ² Dimensions: 16.5" x 19.3" x 4.2" (420 x 489 x 107 mm) Weight: 3.1 lbs (1.4 kg)		
One-bin tray (BN3130)			Tray capacity: 125 sheets Paper size: Letter, Legal, Ledger, HLT, A3-A5, B4-B5 Paper weight: 52-300 g/m ² Dimensions: 17.5" x 17.7" x 5.9" (444 x 450 x 150 mm) Weight: 3.1 lbs (1.4 kg)		

¹ TEC value is measured based on the ENERGY STAR Ver. 3.0 test method.

RICOH IM 2500/IM 3500/IM 4000/IM 5000/IM 6000

MAIN SPECIFICATIONS

RICOH IM 2500 RICOH IM 3500 RICOH IM 4000 RICOH IM 5000 RICOH IM 6000

OTHER OPTIONS

Bridge Unit BU3090, Cabinet Type F, ESP XG-PCS-15D Power Filter, Fax Memory Unit Type M19 64MB, Fax Option Type M45, IEEE 802.11a/g/n Interface Unit Type M19, Internal Multi-fold Unit FD3010, IPDS Unit Type M45, OCR Unit Type M13, Optional Counter Interface Unit Type M12, PostScript3 Unit Type M45, Punch units (PU3070, PU3080, PU3090), Smart Card Reader Built-in Unit Type M45

CONSUMABLES

	RICOH IM 2500	RICOH IM 3500	RICOH IM 4000	RICOH IM 5000	RICOH IM 6000
Toner: black	24,000 prints	24,000 prints	37,000 prints	37,000 prints	37,000 prints
Waste toner bottle	120,000 prints	120,000 prints	160,000 prints	160,000 prints	160,000 prints

Consumable yield based on 6% coverage on A4

Some options may not be available at the time of market release.

Specifications are subject to change without notice.

For maximum performance and yield, we recommend using genuine Ricoh parts and supplies.

Some features may require additional options and/or charges.



Ricoh USA, Inc.
300 Eagleview Boulevard
Exton, PA 19341



1-800-63-RICOH



www.ricoh-usa.com

RICOH
imagine. change.

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AGENDA MEMO
City Council
April 4, 2022

ISSUE STATEMENT

A **resolution** to accept a proposal from STANDARTPARK for trench drain troughs, for the bay areas of the Municipal Services building at 1041 S. Frontage Road, in an amount not to exceed \$17,540

AND

A **resolution** to accept a proposal from Fortis Concrete for the purchase and installation of the concrete floor for the trench drains in an amount not to exceed \$9,500

BACKGROUND

The existing trench drains within the bay areas of the Municipal Services building require removal and replacement. The drains serve as residual water runoff from the vehicles and during washing the washing of vehicle, equipment and cleaning of the floor. The existing drains are constructed of steel and concrete and are progressively deteriorating. While Staff has performed several spot repairs throughout the years the system has several its useful life.

The proposed work consists of City forces:

- Purchasing new trough trench drains
- Breaking out the existing concrete
- Removing and disposing of the existing drains
- Installation of the new drains
- Backfill as required

The proposed work consists of Outsourced forces:

- Preparation, setting and placement of concrete adjacent to the drains and existing floor.
- The task is proposed to be completed in two stages.

Below are the competitive quotes for each facet of the work:

Trench Drain Material

VENDOR	COST
Standart Park	\$ 17,540.00
TDS-Trench Drain Systems	\$ 18,764.73

Concrete Services

VENDOR	COST
Fortis	\$ 9,500.00
Suburban Concrete	\$ 9,900.00
Martino Concrete Company	\$10,000.00

The FY 21/22 Budget included funding for the trench drains. While the proposed work is over budget by approximately \$2,000, the Building Maintenance Account could absorb the overage.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21-22 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4223	Building Maintenance Trench Drains	\$ 25,000.00	\$17,540.00	\$7,460.00
01-30-4223	Building Maintenance Trench Drains		\$ 9,500.00	(\$2,040.00)

COMMITTEE RECOMMENDATION

The Municipal Services Committee discussed and the vote was 2-1 recommending a resolution to accept a proposal from STANDARTPARK for trench drain troughs, for the bay areas of the Municipal Services building at 1041 S. Frontage Road, in an amount not to exceed \$17,540

AND

A resolution to accept a proposal from Fortis Concrete for the purchase and installation of the concrete floor for the trench drains in an amount not to exceed \$9,500

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 4, 2022 City Council agenda, under New Business, for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM STANDARTPARK FOR
TRENCH DRAIN TROUGHS, FOR THE BAY AREAS OF THE MUNICIPAL
SERVICES BUILDING AT 1041 S. FRONTAGE ROAD,
IN AN AMOUNT NOT TO EXCEED \$17,540**

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from STANDARTPARK for trench drain troughs, for the bay areas of the Municipal Services building at 1041 S. Frontage Road, in an amount not to exceed \$17,540, 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 4th day of April, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 4th day of April, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

David Fell

From: Mike Macke <m.macke@standartpark.com>
Sent: Tuesday, March 1, 2022 2:01 PM
To: David Fell
Subject: Invoice #D6338



STANDARTPARK® INVOICE #D6338

Complete your purchase

10" Polymer Concrete drain lineup. Please let me know if you have any additional questions. Thank you!

1 1/2

[Complete your purchase](#)

or [Visit our store](#)

Order summary



10" Polymer Concrete Pre Slope Channel 1% Slope
1 1/2 x 1
3 FT

\$733.00



10" Polymer Concrete Pre Slope Channel 1% Slope
1 1/2 x 1
10 FT

\$1,514.00



10" Polymer Concrete Pre Slope Channel 1% Slope
1 1/2 x 1
56 FT

\$6,180.00



**10" Polymer Concrete Pre Slope Channel 1%
Slope 1/2 x 1
66 FT**

\$7,149.00



10" Polymer Sand Trap 1/2 x 4

\$1,964.00

Subtotal	\$17,540.00
Shipping	\$0.00
Taxes	\$0.00
Total	\$17,540.00 USD

Customer information

Shipping address

David Fell

City of Darien Municipal Services

1041 South Frontage Road

Darien IL 60561

United States

Billing address

David Fell

City of Darien Municipal Services

1041 South Frontage Road

Darien IL 60561

United States

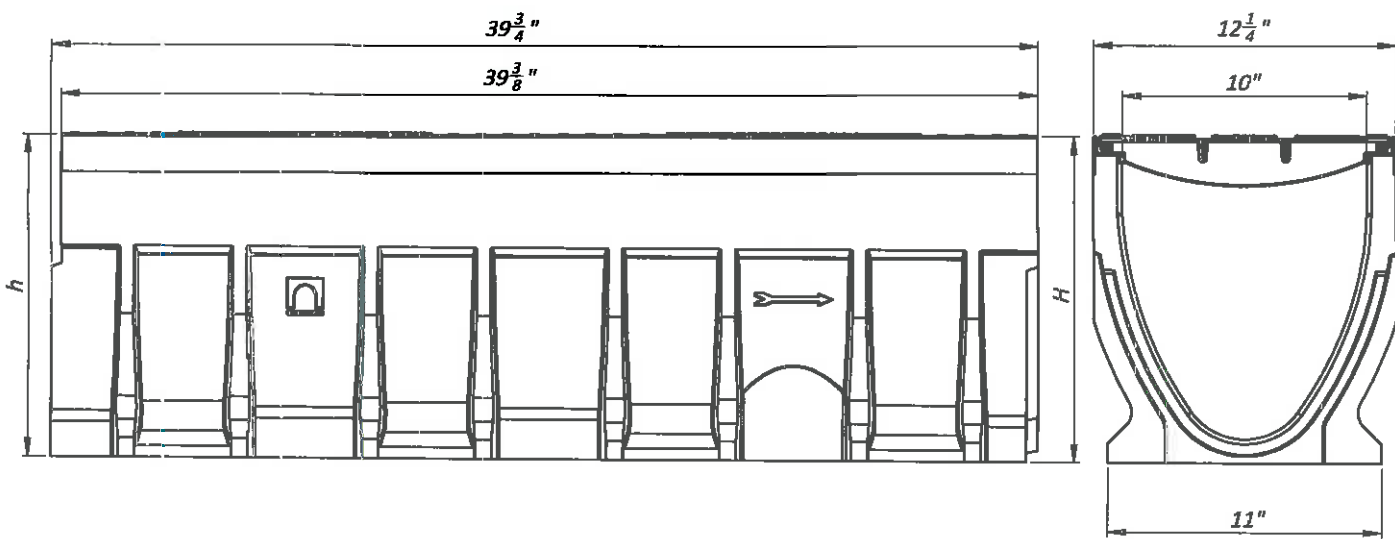
Shipping method

FREE SHIPPING!!!

\$0.00

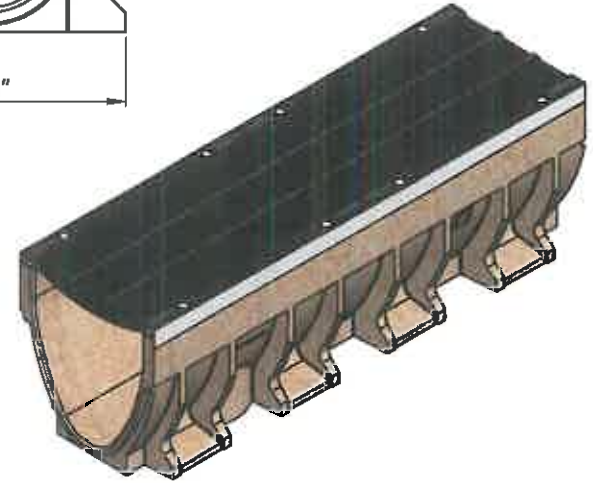
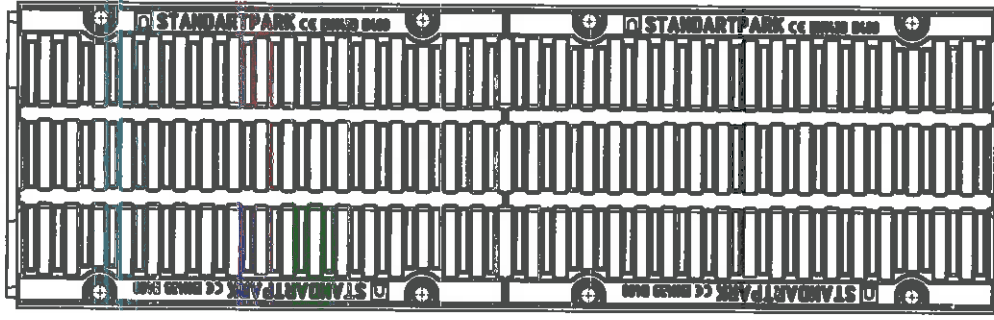
Primary Usage
Reference No.
Sign. and date
Copy inv. No.
Repl. Inv. No.
Sign. and date
Orig. inv. No.

10" Polymer Concrete Channel Set



Article	Name	H, inch	h, inch
076071334/330-320	ST-PCN-10"-DR-D400 H13.0"-12.6"	13,0	12,6
076071334/320-310	ST-PCN-10"-DR-D400 H12.6"-12.2"	12,6	12,2
076071334/310-300	ST-PCN-10"-DR-D400 H12.2"-11.8"	12,2	11,8
076071334/300-290	ST-PCN-10"-DR-D400 H11.8"-11.4"	11,8	11,4
076071334/290-280	ST-PCN-10"-DR-D400 H11.4"-11.0"	11,4	11,0

076071334/280-270	ST-PCN-10"-DR-D400 H11.0"-10.6"	11,0	10,6
076071334/270-260	ST-PCN-10"-DR-D400 H10.6"-10.2"	10,6	10,2
076071334/260-250	ST-PCN-10"-DR-D400 H10.2"-9.8"	10,2	9,8
076071334/250-240	ST-PCN-10"-DR-D400 H9.8"-9.4"	9,8	9,4
076071334/240-230	ST-PCN-10"-DR-D400 H9.4"-9.1"	9,4	9,1



1. Area of water intake slots 136 sq in
2. Deviation of the actual weight of the nominal can be up to 8%

Rev. Sheet	Doc. No.	Sign.	Data	Art. 076071334		
			05.08.17	10" Polymer Concrete Channel Set sloped 1%		
076071334 Load Class D				Let.	Weight (lb)	Scale
						1:5
				Sheet	Sheets 1	
Polymer Concrete, Steel, Ductile Cast Iron				standartpark		

Copied by

Size A3

FAQ's

How do I create 90 degree turns?

Because the channel is a pre-slope system which changes in depth as the run goes on, the 90 degree turns must be custom cut into the side of the channel. Cap the end, cut the channel size to the left or right. Seal and attach the next inline channel for a smooth 90 degree turn which is pre sloped.

How do I connect outlet pipe?

The outlet pipe sizes are automatically set up for drainage tile. If you are connecting drain tile you are all set. If you wish to connect a PVC or ABS piping, we do sell adapters for that as well. Or you can pick those up at a local hardware store. Give us a call with any questions and we will take care of your issue if you do have one.

What is the warranty on these?

When it comes to our Fiber Concrete and Polymer Concrete trench drain systems, Standartpark has a 3 year manufacturers warranty. Normal wear and tear on all materials are accounted for. If you have any questions please give us a call anytime at 314-717-1551 or email us as well at info@standartpark.com

Technical / Installation Help

The quickest way (yes really) to get ahold of us would be simply to email us for any reason at info@standartpark.com. We will respond within 10 min usually. Also you can reach out to us via phone at 314-717-1551 to speak with someone. We also have a live chat option on our website at all times!

Standartpark has been designing and manufacturing all of our own products since 2000. We have more than 25 offices in over 10 different countries around the world. Our USA headquarters is located in St Louis MO, exactly where your order came from. Thank you very much for your business. We are grateful.

PHOTO REFUND!

We selectively give out full and partial refunds of amazing photos that are taken with our products. Please take some great photos and send them to the email photos@standartpark.com. If we use them on our site, you get money, very simple!

STANDARTPARK®

CONCRETE TRENCH DRAIN

INSTALLATION GUIDE



**STANDART
PARK DRAIN**

PREP YOUR TRENCH

How to prep your trench.

Depending on the size of the channel you ordered, you have received the installation brackets along with that channel.

You want to make sure to dig your trench at least two inches wider on both sides, than the size of your installation brackets.

For example. Lets say your installation brackets are 12 inches in length, you would want to create a 16 inch wide channel.

When it comes to channel depth, you want to dig 3 inches deeper than the deepest channel in your run. For example, if the deepest channel in your run is 10 inches, you would want a total 13 inch depth channel for the entire run.

This is basically for ease of installation when it comes to placing your channel, making your adjustments and pouring your concrete. The more space the better here.

LAYOUT / CONNECTION

Bracket Layout

The included installation brackets will work with 3/8 and 1/2 inch rebar (not included). The best and quickest way to start installation is by laying out the brackets with rebar to create a "bridge" to set the channels on.

1. Loosen the mounting bracket and leveling bolts on the brackets. Place the brackets onto the channels and tighten the clips firmly.
2. Insert your rebar into the brackets and tighten the leveling adjustment bolts.
3. Lift your channel into the trench and hammer the rebar into the ground until your channel is level.
4. Make your small adjustments on the brackets to make sure its both level as well as straight in the trench.

Do this to each and every channel. The channels are hand numbered so you know which system goes against the next in the pre slope form.

Place a generous amount of Standartparks Industrial sealant inbetween the channel to channel connection to create a tight seal.

Let this seal set for at least 2 hours before your pour.

CHECK & POUR

Outlet and Pouring your concrete.

The pipe connection needs to be done before you even start thinking about pouring your concrete or filling your gravel around the concrete system.

Make sure you have a very tight outlet connection and double check they its 100% water tight. You have to agree that after you complete your installation, the last thing you will want to have to do is bust up some concrete because you have a leak. So just double check this, its worth it in the long run.

Double check your rebar bracket tightness to your channel as well as the leveling bolts. This will make sure that you have no movement during your pour or finishing installation.

Slowly pour your concrete or gravel all the way around and let it set for 2 to 3 days.

If you have expansion joints in your installation for thermal expansion, this needs to be done before your gravel or concrete pour as well.

If you ever have any questions, please do reach out to us. We are here to help!

Order online or call - (314) 742-7126
Free shipping on all orders \$299 or more

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Chemical Resistant

8" Fiber Reinforced Pre Slope Channel 1% Slope

\$957.00

Channel Run Length

6 FT

Quantity

-

1

+

Add To Cart

- ✓ Testing In EN-1433
- ✓ Higher Quality At A Lower Cost
- ✓ Eco-Friendly Materials
-  Free Shipping Over \$299
-  FEDEX 3-5 Days Delivered

SPECIFICATIONS

CUSTOMER PHOTOS

INSTALLATION VIDEOS

QUESTIONS AND REVIEWS

Specifications and Downloads

1% pre slope fiber reinforced concrete system 8" internal width

D Class load rated for heavy duty loads

Pricing decreases with longer channel length

Comes with channel, end caps, grating, and installation brackets

4" Outlet automatically shipped with system

6" Bottom outlet option available

More product details below

CHANNEL SPECIFICATION PDF



CHANNEL SPECIFICATION CAD



CHANNEL LINEUP PDF



INSTALLATION BROCHURE



Product Description

section in your checkout**

** Please look at channel depth lineup chart below if you wish to specify the exact depth you wish to have on your project as well**

PARAMETERS

Article 076571334

Material Fiber Reinforced Concrete / Ductile Cast
Iron

Dimensions 39.4" L x 10" W x Height varies on slope

Weight 110 - 175 LBS

Installation videos



Installation Video

Standartpark 8" Fiber Co



Products that work with this

8" Fiber
Concrete
Inline
Trap



\$544.00

GRATE
Tape



\$39.00



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM FORTIS CONCRETE FOR THE PURCHASE AND INSTALLATION OF THE CONCRETE FLOOR FOR THE TRENCH DRAINS 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 does hereby accept a proposal from Fortis Concrete for the purchase and installation of the concrete floor for the trench drains in an amount not to exceed \$9,500, 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 4th day of April, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



HOA

Permit # _____

PROPOSAL



www.fortisgw.com
fortisgw@yahoo.com

24w733 Lake Street ♦ Roselle, IL 60172
Phone: (630) 213-9540 ♦ Fax: (630) 213-9570

Name: City Of Darien
 Address: 1041 S. Frontage Rd
 City: Darien
 Phone: (H) 630-429-1711 (C) _____
 E-mail: _____
 Date: 02/28/2022 Representative: Marcello Lerario

We propose to provide the labor and material to complete the following project to city codes:

ITEMS	REMOVAL / HAUL AWAY ITEMS (OFFICE USE ONLY)			
	Concrete	Asphalt	Dirt	Other
<input type="checkbox"/> Driveway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Drive Ext.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Apron	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Apron Ext.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Front Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Side Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Back Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Public Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio Ext.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio Borders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Garage Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Front Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Side Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Back Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Steps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Curbs	<input type="checkbox"/> Cut	<input type="checkbox"/> Remove & Replace		
<input type="checkbox"/> Footings, Total 145 x 1.5 ea side	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Other	Excavate dirt and install new concrete footing to support new drains and concrete floor slab per code			
<input checked="" type="checkbox"/>	Install #5 epoxy coated rebar drilled into existing floor slab every 3-4 feet			
<input type="checkbox"/>	Drain will be provided by City of Darien			
<input type="checkbox"/>	Concrete Removal by City of Darien			

Concrete Specs:
 Install: 4000 PSI Cement Mix
 Thickness 4" Control Joints
 5" Expansion Joints
 6" Stone Base
 8" concrete Vapor Barriers
 Reinforcement
 Fiber Mesh Wire Mesh
 Dowels Rebar
 Finish Type:
 California Regular Brush
 Exposed Aggregate
 Stamp with Color
 Pattern _____
 Color _____
 Release _____

Asphalt Specs:
 Prepare Stone Base & Compact with Vibratory Roller
 Install New Stone Base
 Add Stone as Needed for Proper Base
 Install Asphalt & Compact with Vibratory Roller:
 Thickness of Asphalt: _____
 Surface Asphalt
 Binder Asphalt

Permits
 Homeowner to Apply
 Fortis to apply, homeowner to reimburse all fees. Permit fee plus \$150 Fortis service Fee

Machine Accessible:
 Yes No
 Gate: _____

TOTAL COST WITH HIGH EARLY STRENGTH CONCRETE:
 ALL POURED 1 DAY \$8,500.00

IF COMPLETED IN 2 SEPERATE POURS NEW TOTAL WILL BE:

POUR 1 \$4,750.00
 POUR 2 \$4,750.00
 TOTAL \$9,500.00

WE PROPOSE: hereby to finish materials and labor-complete accordance with the above specifications, for the sum of: _____ dollars (\$850.00.0)

**ALL PAYMENTS TO BE MADE ON DAY OF POUR UNLESS OTHERWISE STATED.
2% CREDIT CARD SERVICE FEE IF CREDIT CARD USED FOR PAYMENT.**

All material is guaranteed to be as specified. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed price. All agreements contingent upon strikes, weather or delays beyond our control. Due to the nature of material and their reaction to uncontrollable variables, such as climate or site conditions, any popping, spalling, heaving, cracking, or discoloration are beyond the contractors' control and no guarantees verbal, written or implied can be assumed. Gas/Electric/Water/Sprinkler lines: Any underground wiring, gas, water or sprinkler lines are the responsibility of the homeowner. Any damage caused to the lines will not be the responsibility of Fortis Ground Works and will not affect our payout. This proposal is valid for only 90 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. If payment amount is not received as specified above, I understand and agree to pay all reasonable attorney's fees and costs incurred in the collection of the above stated contract amount. I (We) understand that there is a fee equal to 20% of the proposed price for the cancellation of this contract after 3 day grace period. (See reverse side)

Signature: _____ Date of acceptance: _____

AGENDA MEMO
City Council
April 4, 2022

ISSUE STATEMENT

A motion approving option one for the Municipal Services Facility at 1041 South Frontage Road- **option 1** *Maintain the current facility and grounds with no expansion.*

BACKGROUND/HISTORY

At its March 21, 2022 meeting, the City Council discussed three options for the public works building and grounds with no vote taken. The City Council will continue this discussion on April 4 by voting to confirm one of the three options provided. A majority of the Council, 4 members, preferred option 1 during the discussion at the March 21 meeting. If option 1 is confirmed, the staff will solicit bids for the roof repairs to be approved by the City Council and prepare a plan of cosmetic improvements for the office area.

Additionally, the City Council directed Staff to review the criteria regarding improvements and thresholds for ADA compliance. In consulting with Don Morris Architects, and provided that option 1 is implemented, the facility currently meets ADA requirements in respect to the office building area, through the existing ramp and the service/overhead doors for garage access. The existing bathrooms within the facility generally meets the intention of the ADA requirements. Minor deficiencies of the existing condition are grab bars, commode heights, sink heights. Should either options two or three be implemented, the ADA requirements would be more restrictive and would require items such as stairs, bathroom areas, kitchen areas and elevators. The Staff does not anticipate any alterations of the existing bathrooms or break room areas.

If the Council approves option 1, staff recommends that the proposed FYE 4-30-23 budget be increased by \$100,000 in the capital projects budget. The budget increase will be used to fund the *roof repairs, (\$50,000-\$70,000) scanning of record subdivision plans (\$10,000-\$15,000) and minor remodeling consisting of paint and patching, (\$5,000-\$7,000). All items in excess of \$5,000 would be brought back to the Committee and City Council for review.

*Staff recently identified a roofing company that has the ability to install a product referred to as a Liquid Applied Elastomeric Roofing System, with a 5-year workmanship guarantee and a prorated 12-year material guarantee.

Attached is [Attachment A](#) which is the Agenda Memo, dated January 27, 2020, which provides a summary of the facility along with an updated architectural analysis and rendering labeled as [Attachment B](#).

STAFF RECOMMENDATION

Staff has prepared the three options below for discussion with the council:

1. Maintain the current facility and grounds with no expansion. Then staff would prepare a cost estimate for maintenance repairs of the building including roof repairs (preliminarily estimated at \$750,000) and office area upgrades.

2. Finalize a site plan for a new/significantly remodeled public works facility at the existing location. The draft site plan would not provide for future expansion nor house all of the seasonal equipment and other items to be stored. Additional storage of one of the two closed water plants on Manning Road could be considered. The preliminary cost is estimated at \$9-9.5 Million, includes modifications for offsite storage at one of the retired water plants.
3. Begin to plan and identify property of approximately 5-6 acres, to be purchased for the construction of a new facility. The existing site could be sold with the proceeds used for the new facility. The preliminary cost for this option is estimated at \$15-17 Million.

Attached as [Attachment C](#) is one potential financing plan if the City Council authorizes \$9,000,000 in financing for option 2 above. For the purposes of the discussion, the financing option would double the estimated expenses for option 3.

ALTERNATE CONSIDERATION

As directed by the Mayor and City Council.

DECISION MODE

This item will be placed on the April 4, 2022 City Council agenda, New Business, for discussion and further recommendations.

AGENDA MEMO
Municipal Services Committee
January 27, 2020

ISSUE STATEMENT

Discussion and Presentation-Space Study Allocation-Review and Concept Design Summary of the Professional Design Services by Tria Architecture for the Public Works Facility located at 1041 South Frontage Road.

BACKGROUND/HISTORY

The City Council approved a resolution on September 3, 2019 authorizing Tria Architecture, Inc for the Professional Design Services for the Public Works Facility. The following services were provided:

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

Attached and labeled as **Attachment A** is an Executive summary, facility report, renovation cost schedule and potential buildout design as prepared by Tria Architecture. Tria Architecture will be presenting the report to the Municipal Services Committee.

As further background it is estimated that the building was constructed in the mid 1970's as a trucking trailer repair facility with a dispatch center. The City of Darien purchased the property for \$1.5 million in the mid 1980's and in the early 1990's the site became the Municipal Services Department facility. The construction of the garage area is a pole barn design with a sheet metal facade adjacent to three exterior walls with office space and a brick facade fronting Frontage Road.

Current Statistics:

- Lot Size 2.7 Acres
- Building Area-First Floor 9,600 S.F. Second Floor 2,400 S.F
- Offsite Building Areas-4 Locations Totaling 8,700 S.F.
- Fleet Equipment 70-Pieces
- Total No. of Fleet Equipment Under Roof On-site 40%
- Total No. of Fleet Equipment Outside On-site 35%
- Total No. of Fleet Equipment Under Roof Off-site 25%

Currently the building is showing signs of deficiencies as follows:

- ❖ Support Poles - Critical Elements Repaired-On going repairs
- ❖ Roof - The roof system is obsolete and requires replacement
- ❖ Locker Rooms - No current facility
- ❖ Bathroom Facilities - Non ADA compliant
- ❖ HVAC – While the units are relatively new, they will not serve their useful life due to the building envelope being non energy efficient.
- ❖ Window Glazing - Existing glazing is single pane-non energy efficient

- ❖ Garage Walls - Air Infiltration-Non energy efficient
- ❖ Fuel Pump Island – Island showing signs of deterioration
- ❖ Storage for vehicles and dry inventory is currently being utilized outside of the garage area
- ❖ Lack of storm water drainage
- ❖ Site congestion/parking shortfall
- ❖ City Mechanic - Limited space needed
- ❖ Lunchroom - Lack of space/Rest Facility
- ❖ Training Room - Limited Capacity

Throughout the last several months, Tria Architecture conducted interviews with Staff and on-site visits to review equipment inventory, storage facilities-on/off site, mechanic operations, loading/unloading logistics, vehicle maneuvering, bin storage, and typical daily operations. The report extrapolates renovation costs as well as expansion costs utilizing the existing parcel. The costs for the above related items are as follows:

- ❖ Minimal Renovation Costs \$2.6M-Existing Site
Reconfiguration of Existing Garage-Storage/Mezzanine-ADA-Egress-Energy Code Updates-Roof-Life Safety

The above renovation does not provide any additional storage and is considered a limited facility upgrade.

- ❖ Maximum Expansion Costs \$8M-Existing Site
The proposed upgrade would include the following:

- Existing garage reconfiguration
- Existing storage and mezzanine reconfiguration
- New Garage space
- New office / locker room space
- New Maintenance bays
- Material storage reinforced concrete dividers
- Material storage steel canopy
- Pipe storage rack and steel canopy
- Fuel canopy
- Remove and replace underground fuel tanks
- Paving
- Relocation of De-icing equipment
- Perimeter fence and gates

The above renovation would decrease fleet equipment to exterior and off site storage as follows:

- Total No. of Fleet Equipment Under Roof On-site 79%-Increase of 39%
- Total No. of Fleet Equipment Outside On-site 4% Decrease of 31%
- Total No. of Fleet Equipment Under Roof Off-site 14% Decrease of 11%

STAFF RECOMMENDATION

Upon review, Tria Architecture and Staff reviewed the Master Plan Renovation. The general recommendation is that it is not favorable to invest in the current site. The site would be fully

maximized and allow for no additional expansion for future expansion such as equipment and operations and there still would be a shortfall of space requirements.

The City Staff is requesting of the Committee for the following consideration:

1. Discussion, comments, questions and recommendations regarding the above options.
2. Discussion and recommendation regarding the following:
 - A. Recommendation to City Council seeking a site within the corporate limits for approximately 5-6 acres pending land configuration. This item would require the professional services of a broker. In turn, the existing site could be placed on the market.
 - B. Recommendation to provide a site plan, with renderings for a new Public Works facility. The proposed site would include the opportunity for the Municipal Services site to operate from one central site with no offsite storage requirements. In turn, this would allow for the sale of two additional retired water plants adjacent to Manning Road.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the February 3, 2020 City Council agenda for discussion and further recommendations.

MEMO



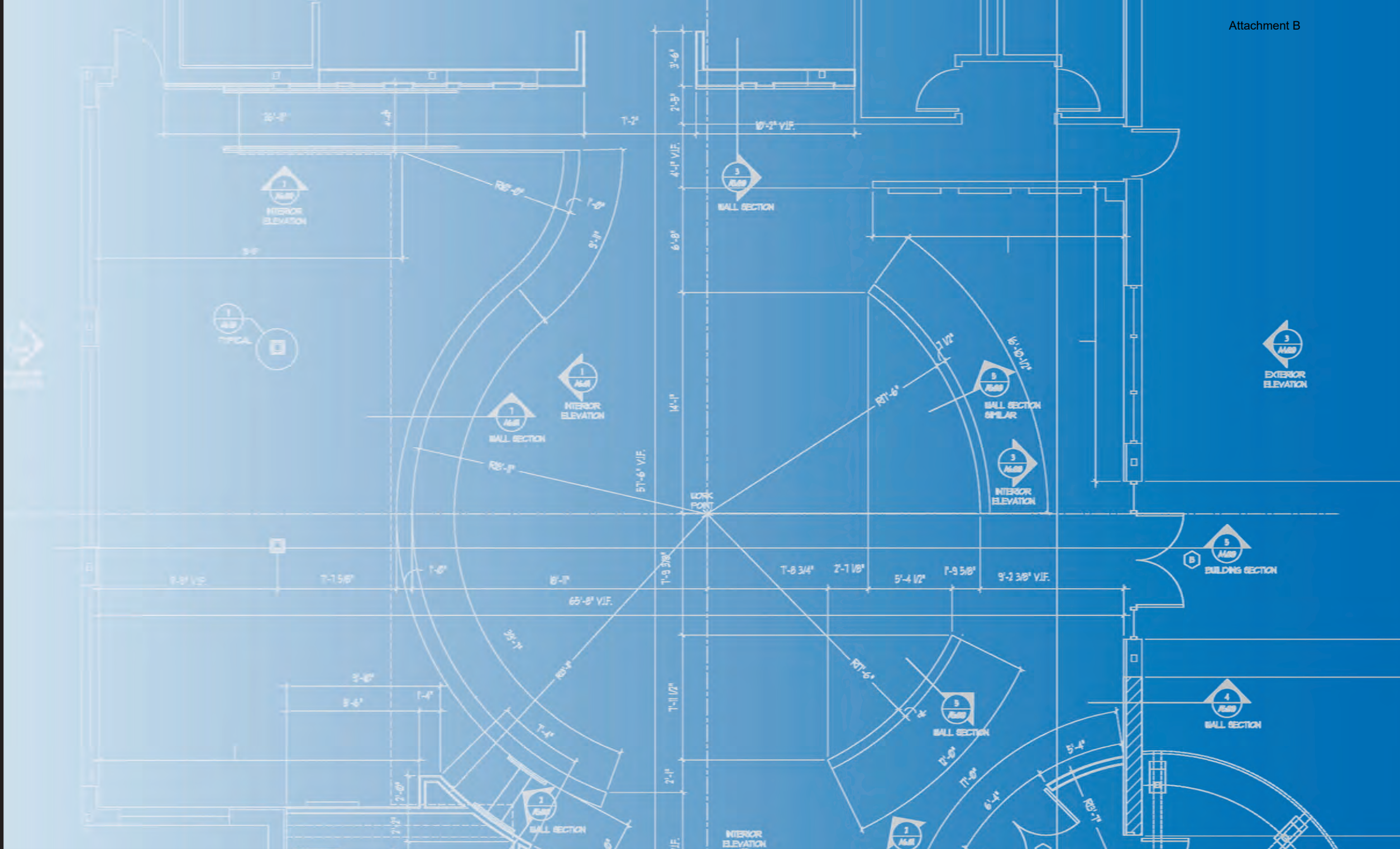
City of Darien

Mayor Joseph A. Marchese
Dan Gombac, Director of Municipal Services
Kris Throm, Superintendent

City Council

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

Project Number: 19-041



2019 Public Works Master Plan

January 22, 2020





January 21, 2020

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

Re: City of Darien
 2019 Public Works Facility Master Plan
 Architect's Project Number: 19-041
Executive Summary Report

Dear Mr. Gombac:

Tria Architecture, Inc. performed a visual survey of the existing City of Darien Public Works Department Facility located at 1041 S. Frontage Road, Darien, IL 60561. No destructive testing or testing of materials on site was performed at this time. The results given within are based solely upon this visual survey and staff interviews.

Refer to the attached cost estimate for noted deficiencies and corrective measures for each item recommended to be addressed. Estimated costs listed are all in 2019 dollars. Reference floor and site plans have been included as a general guide to the location of the noted items. Photos of some conditions have also been included in this report. The report has been divided into the following categories:

RENOVATIONS (existing 4,932 SF facility)

- Interior (review of interior spaces and layouts)
- Building envelope (exterior walls, doors, windows)
- Roofing (exterior roofing, fascias, soffits)
- Mechanical, Electrical and Plumbing observations, maintenance and recommendations
- Owner's items provided by the Public Works Department

ADDITIONS (26,037 SF proposed)

- New space needed for equipment storage, required staff rooms (i.e. ADA toilet rooms, locker rooms, elevators and meeting spaces)
- New space for adequately sized enclosed maintenance bay
- Owner's items provided by the Public Works Department

SITE IMPROVEMENTS (existing 2.7 acres)

- Improvements and reconfiguration to material storage bin areas
- Storm water storage improvement
- Underground fuel storage replacement

TRIA ARCHITECTURE

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

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

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

Company Main: 630.455.4500 Fax: 630.455.4040

www.TriaArchitecture.com

Mr. Daniel Gombac, Director of Municipal Services
 City of Darien - 2019 Public Works Facility Master Plan
 Project Number: 19-041
Executive Summary Report
 January 21, 2020
 Page 2 of 3

- Overall site reconfiguration and maximization
- Owner's items provided by the Public Works Department

CURRENT DEFICIENCIES:

- Extensive deferred maintenance;
- Inefficient layout requiring more man hours to move equipment seasonally and daily;
- Lack of accessible spaces as per ADA (American with Disabilities Act);
- Lack of current public work staff spaces
- Poor energy efficiency;
- Undersized facility for the current requirements of the Public Works Department

CURRENT EQUIPMENT STORAGE:

- On-site (interior): 40%
- On-site (exterior): 35%
- Off-site: 25%

PROPOSED EQUIPMENT STORAGE (as per master plan):

- On-site (interior): 79%
- On-site (exterior): 4%
- Off-site: 14%

PROPOSED EQUIPMENT STORAGE (at new site):

- On-site (interior): 100%
- On-site (exterior): 0%
- Off-site: 0%

FACILITY COMPARISON:

Please see the following summary of your current facility compared a new facility for a neighboring municipality (Palos Heights Public Works):

Population:	Palos Heights (12,438) / Darien (22,085)
Site:	Palos Heights (5.05 acres) / Darien (2.7 acres)
Facility Size:	Palos Heights (43,500 sf) / Darien (12,065 sf current; 38,102 sf maximum allowed on site based on master plan)
On-site staff parking:	Palos Heights (56) / Darien (22 current; 30 proposed; 36 required)
Building Budget:	Palos Heights (\$7.6M or 175/sf – does not include a salt dome)

SUMMARY:

In our study of the existing facility and site, we have maximized every aspect of the site and facility to house the current Public Works equipment inventory scattered amongst four locations in Darien. A majority of the equipment inventory has been accounted for in the proposed design, however not all of this inventory can fit at this site and allows no room for any additional expansion. Therefore, it is our recommendation that a major renovation of the existing facility is not financially prudent and a new long term location and facility should be reviewed to fulfill the current and future needs of the Darien Public Works Department.

TRIA ARCHITECTURE

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South Suburban Office: 1820 Ridge Road, Suite 209, Homewood, Illinois 60430
Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304
 Company Main: 630.455.4500 Fax: 630.455.4040
www.TriaArchitecture.com

Preliminary Cost Estimate

City of Darien

Public Works Renovations
Architect's Project #: 19-041
January 21, 2020



Item	Quantity	Unit	Unit Cost	Proposed Master Plan Addition and Renovation Cost Estimate	Minimal Renovation Cost Estimate	Future Cost Estimate
Renovations - Existing main building						
Existing garage reconfiguration	7,133	SF	\$75.00	\$534,975.00	\$369,900.00	\$588,472.50
Existing storage and mezzanine reconfiguration	4,932	SF	\$100.00	\$493,200.00	\$493,200.00	\$542,520.00
ADA, Egress, Energy Code, Roofing, Life Safety (if renovate existing facility only)	4,932	SF	\$150.00	See Footnote "A"	\$739,800.00	\$0.00
Additions						
New Garage space	17,051	SF	\$125.00	\$2,131,375.00	\$0.00	\$2,344,512.50
New office / locker room space	7,546	SF	\$150.00	\$1,131,900.00	\$0.00	\$1,245,090.00
New Maintenance bays	1,440	SF	\$150.00	\$216,000.00	\$0.00	\$237,600.00
Site						
Material storage reinforced concrete dividers	123	CY	\$336.00	\$41,328.00	\$0.00	\$45,460.80
Material storage steel canopy	3,840	SF	\$30.00	\$115,200.00	\$0.00	\$126,720.00
Pipe storage rack and steel canopy	3,800	SF	\$40.00	\$152,000.00	\$0.00	\$167,200.00
Fuel canopy (34'x56')	1,904	SF	\$60.00	\$114,240.00	\$0.00	\$125,664.00
Remove and replace underground fuel tanks	2	EA	\$300,000.00	\$600,000.00	\$0.00	\$660,000.00
Paving (existing lot and new areas)	64,137	SF	\$6.00	\$384,822.00	\$384,822.00	\$423,304.20
Relocate brine tank	1	EA	\$4,000.00	\$4,000.00	\$0.00	\$4,400.00
Underground stormwater detention vault	1	EA	\$150,000.00	\$150,000.00	\$0.00	\$165,000.00
6' High metal fence	425	LF	\$70.00	\$29,750.00	\$0.00	\$32,725.00
Metal gate and opener	1	EA	\$6,000.00	\$6,000.00	\$0.00	\$6,600.00
				SUB-TOTAL:		
				\$6,104,790.00	\$1,987,722.00	\$6,715,269.00
5% Design Contingency				\$305,239.50	\$99,386.10	\$335,763.45
5% Construction Contingency				\$305,239.50	\$99,386.10	\$335,763.45
10% General Contractor OH&P				\$671,526.90	\$218,649.42	\$738,679.59
A&E Fees				\$590,943.67	\$192,411.49	\$650,038.04
				TOTAL:		
				\$7,977,739.57	\$2,597,555.11	\$8,775,513.53

Notes:

- A. ADA, Egress, Energy, Roofing and Life Safety items are included in the new addition costs
 B. This estimate does not include any abatement costs (if needed) under separate contract
 C. This estimate does not include any site remediation costs (if needed) under separate contract



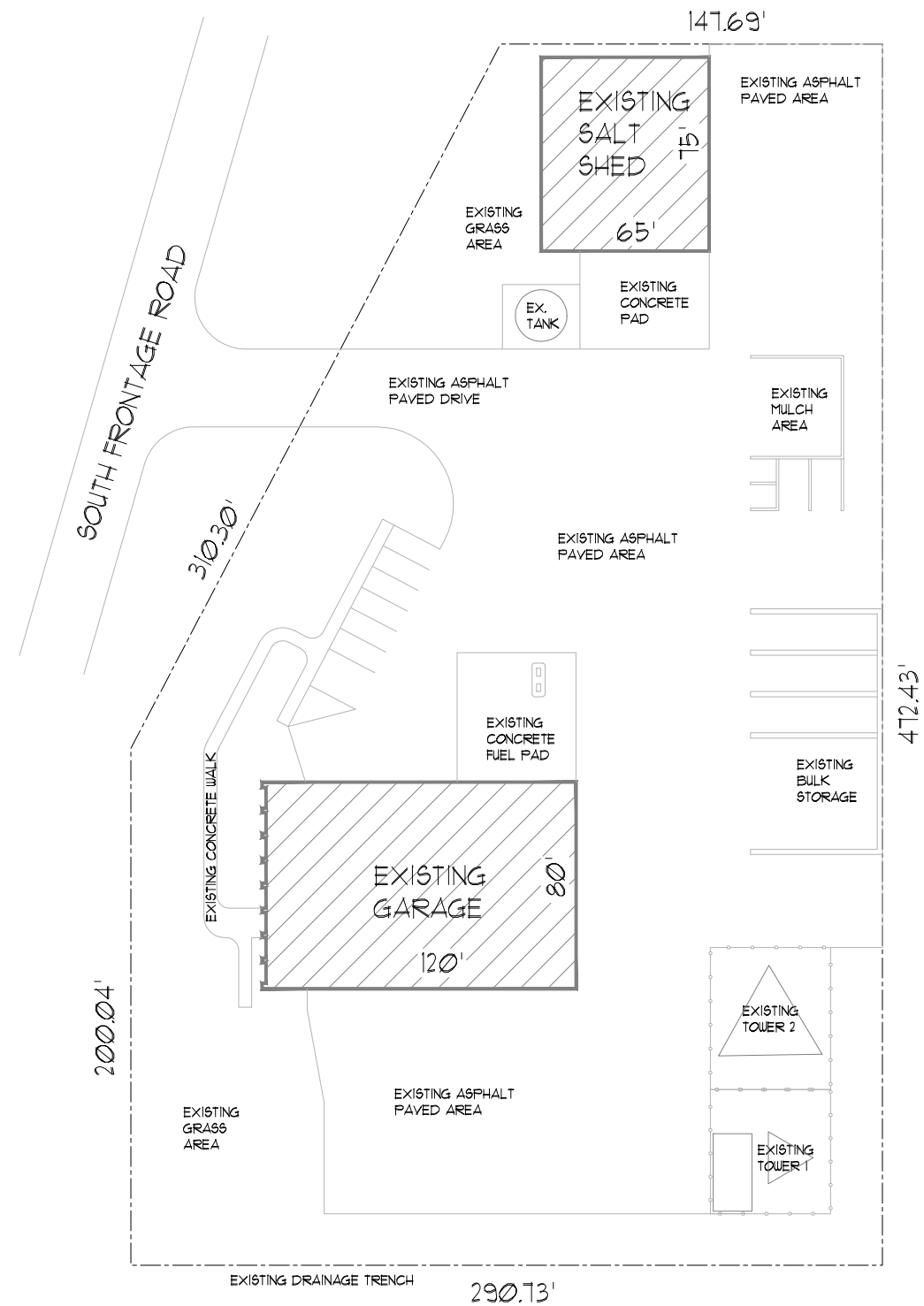
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1 EXISTING ARCHITECTURAL SITE PLAN
1" = 30'-0"

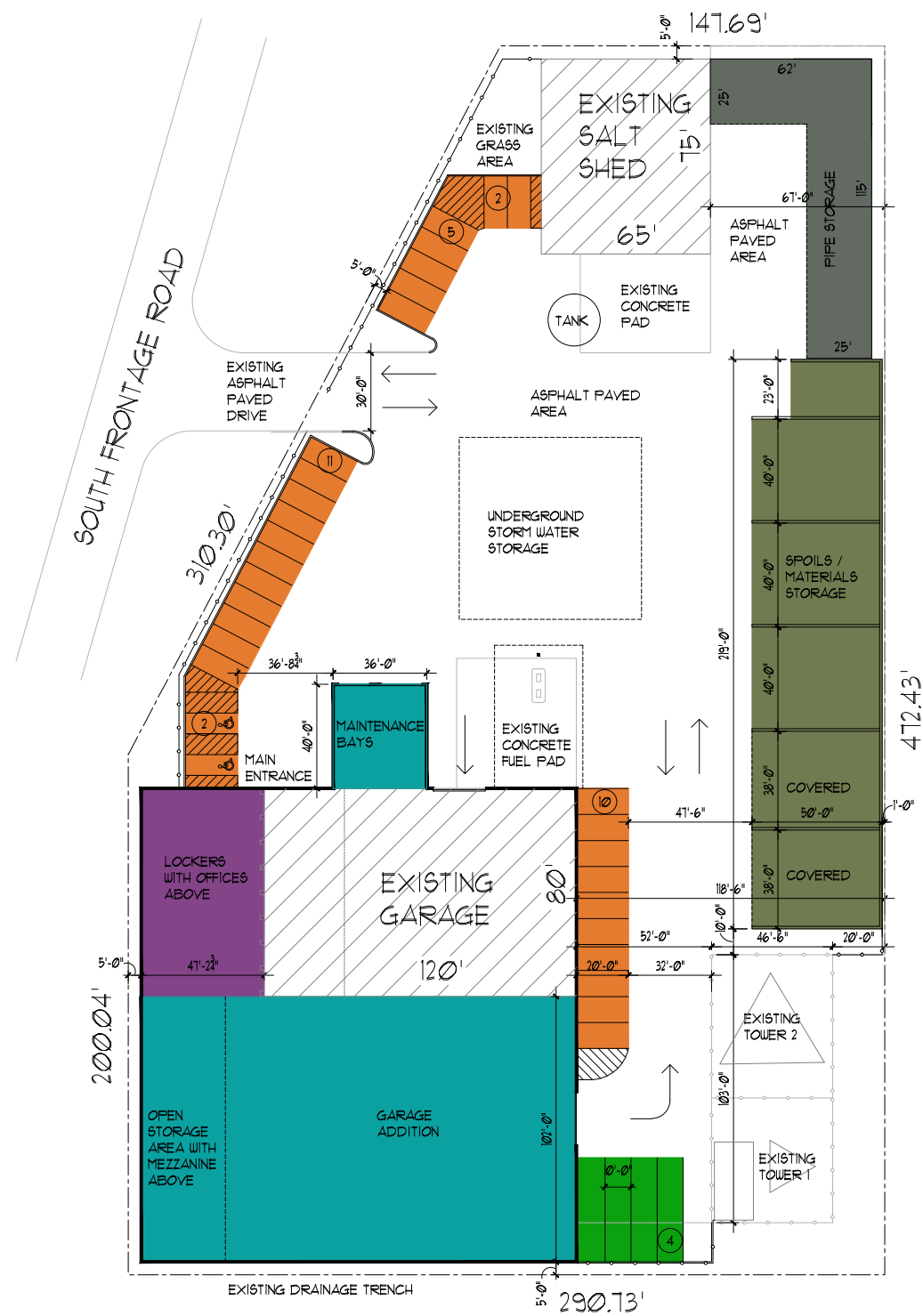


2 EXISTING SATELLITE IMAGE
N.T.S.



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1 ARCHITECTURAL SITE PLAN
1" = 30'-0"



SITE ANALYSIS

ZONING INFORMATION:

EXISTING ZONING DISTRICT	= I-1 (GENERAL INDUSTRIAL)
EXISTING LOT AREA	= 117,868 SF (2.7 ACRES)
EXISTING BUILDING AREA:	
FIRST FLOOR	= 9,600 SF
SECOND FLOOR	= 2,400 SF
TOTAL	= 12,000 SF

LEGEND

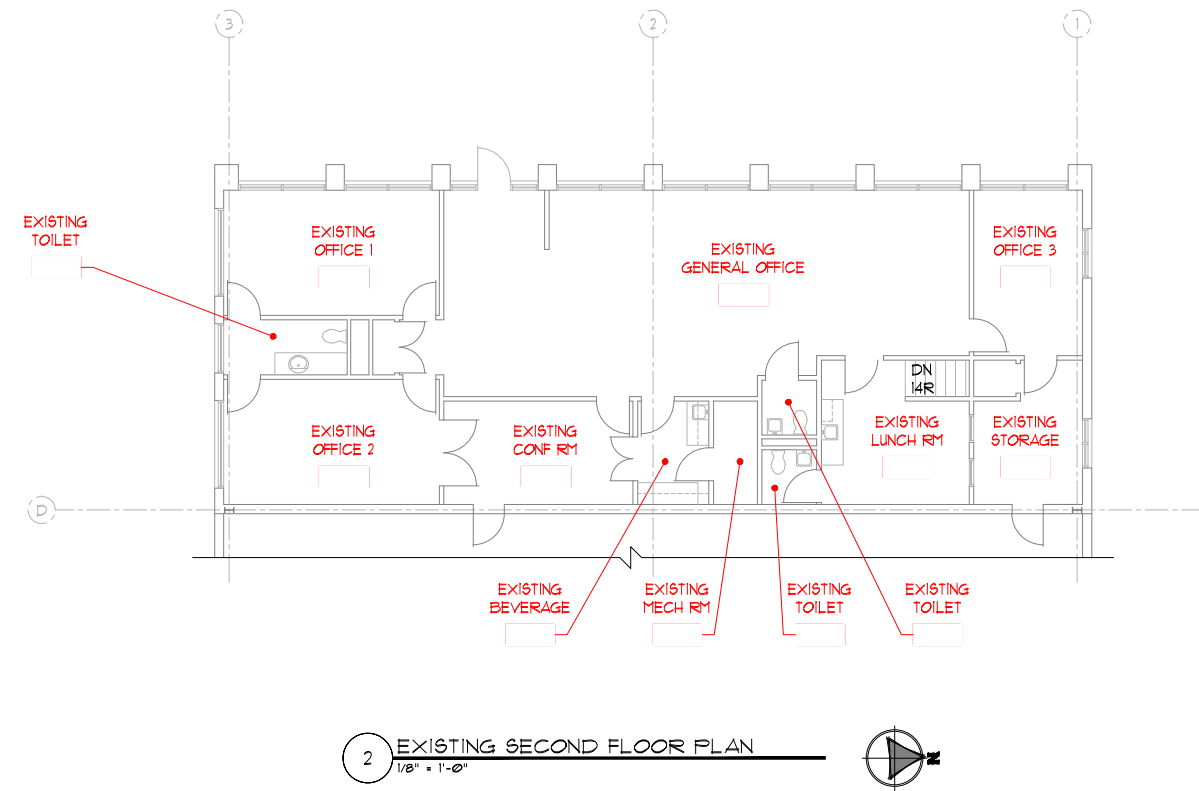
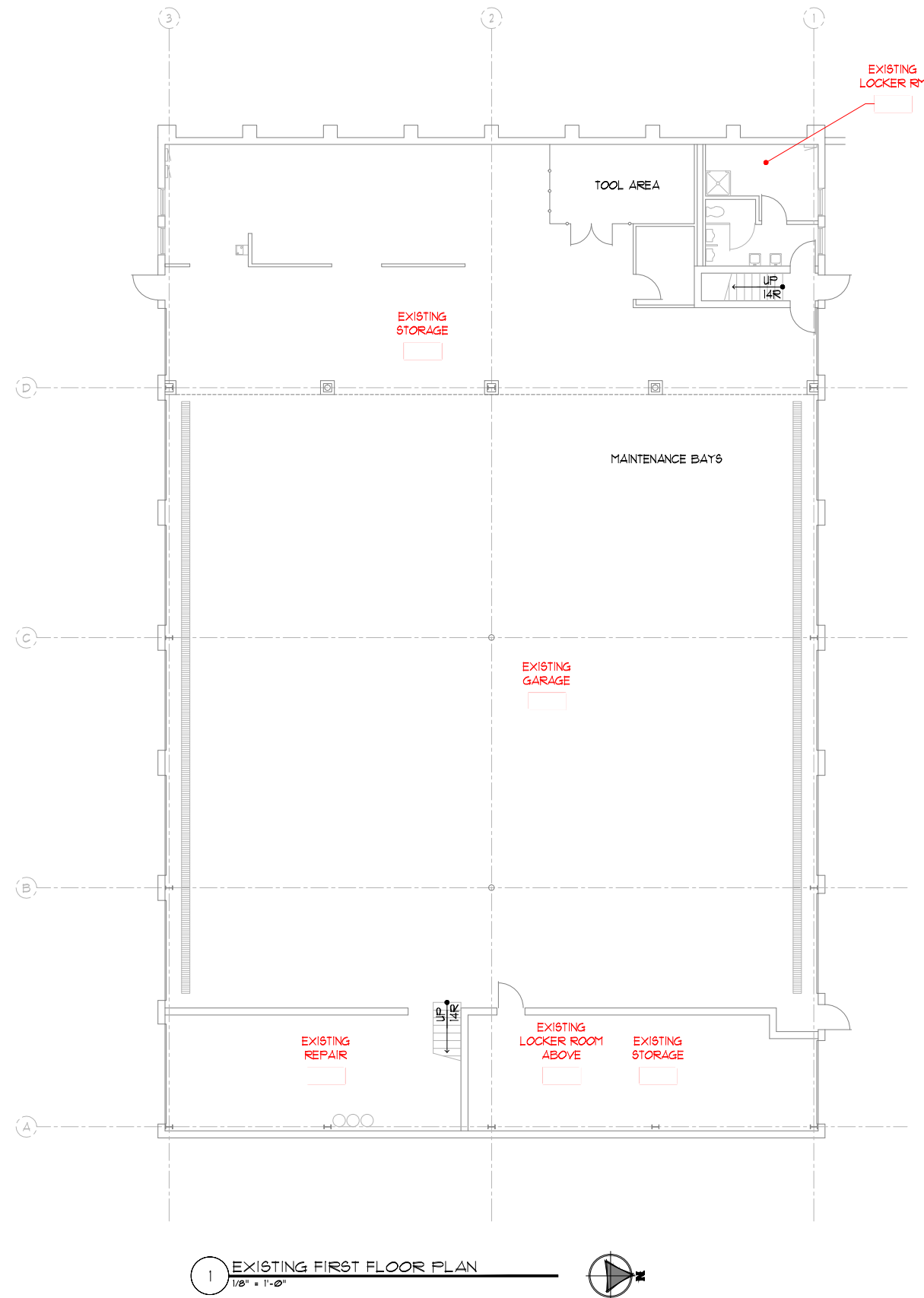
- EXISTING BUILDING
- ADDITION - GARAGE AND MAINTENANCE AREAS
- ADDITION - OFFICE AREA / LOCKER ROOMS
- EMPLOYEE PARKING AREA (30 SPACES)
- OUTDOOR EQUIPMENT PARKING AREA
- OUTDOOR MATERIAL STORAGE AREA
- COVERED OUTDOOR PIPE STORAGE AREA

OFF SITE BUILDING SUMMARY

PLANT #2 (1220 PLAINFIELD ROAD)	= APPROX. 2,100 SF
PLANT #3 (1930 MANNING ROAD)	= APPROX. 1,700 SF
PLANT #4 (1831 MANNING ROAD)	= APPROX. 1,500 SF
PLANT #5 (2600 LEMONT ROAD)	= APPROX. 2,800 SF
TOTAL	= APPROX. 8,100 SF

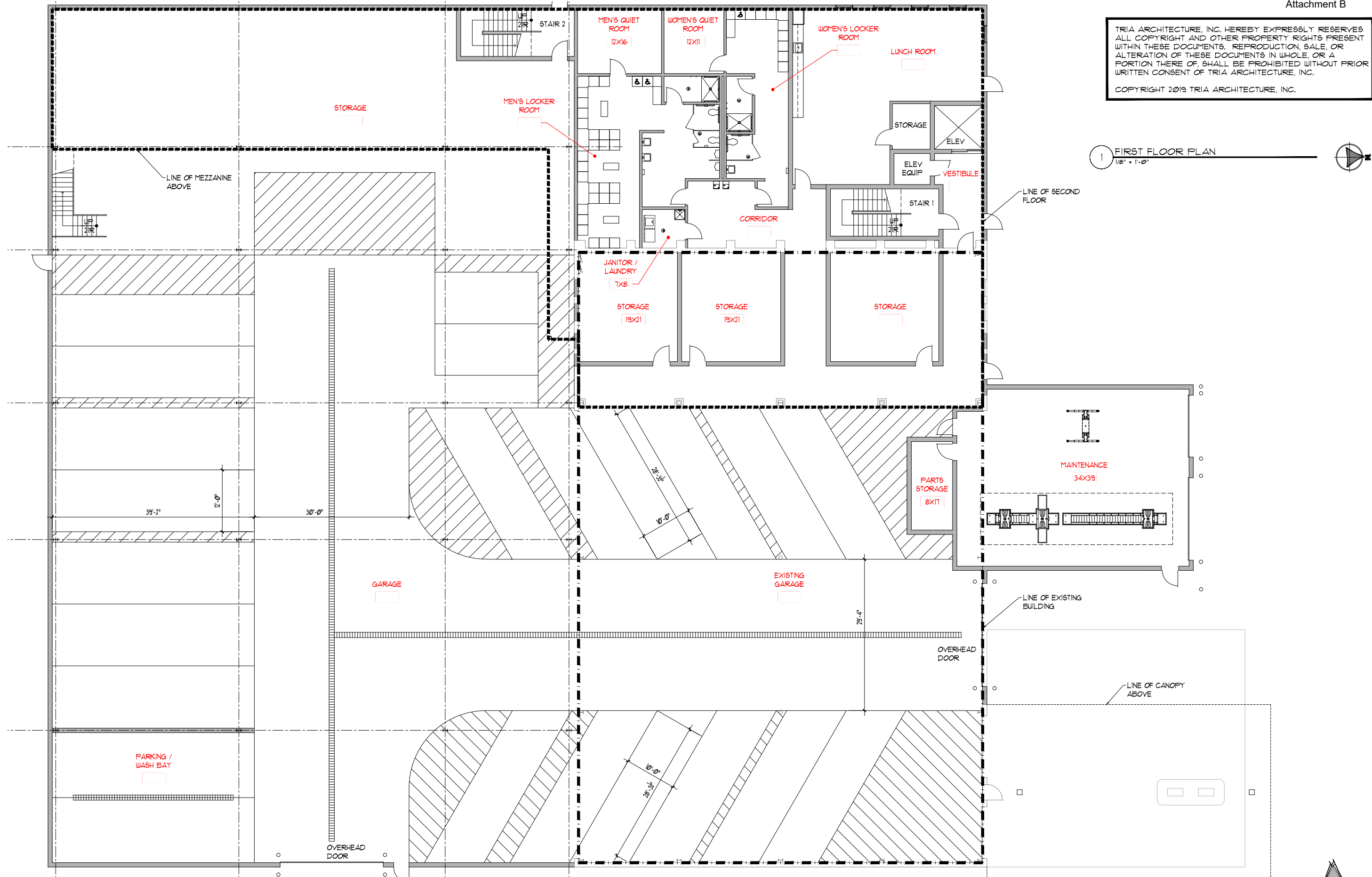
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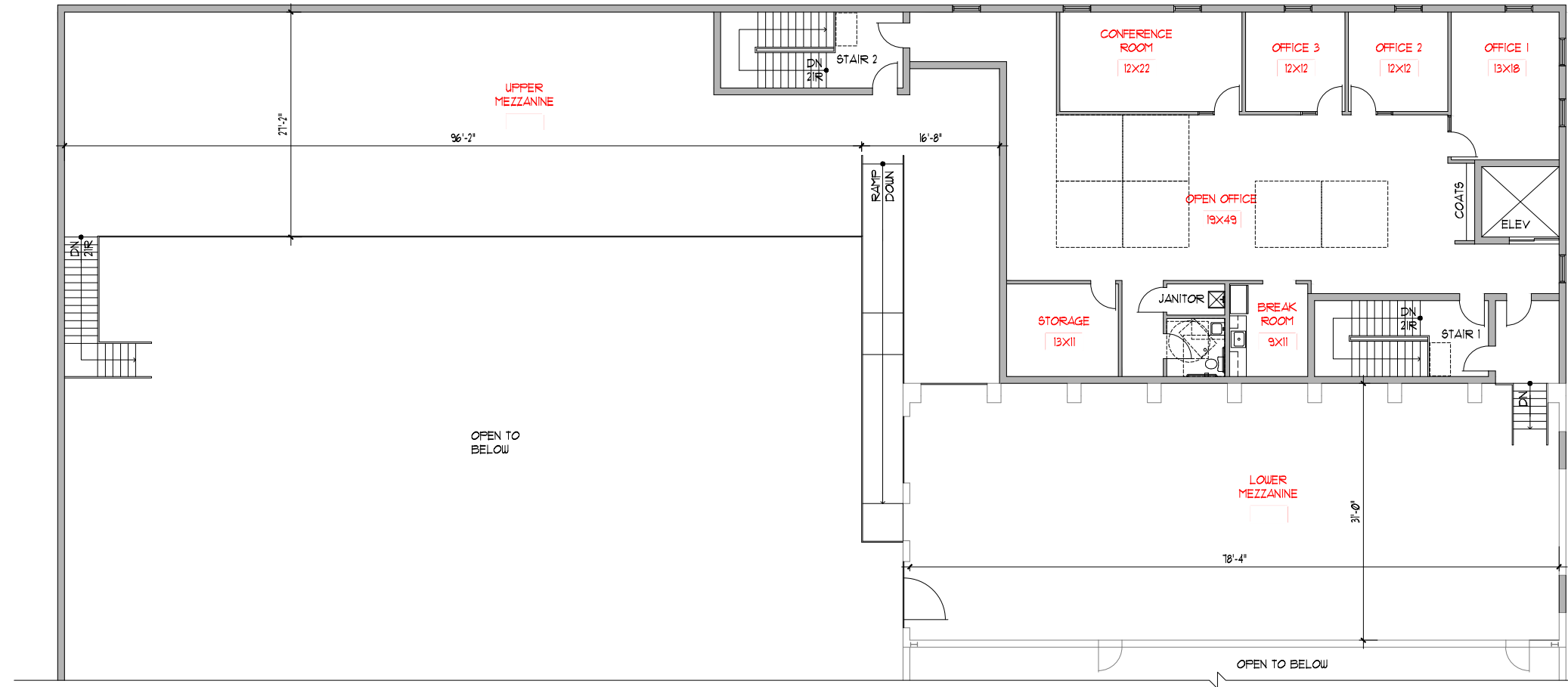
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1 FIRST FLOOR PLAN
1/8" = 1'-0"





1 SECOND FLOOR PLAN
1/8" = 1'-0"

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Public Works Building Remodeling Financing Review.

The following is an overview of one potential financing plan if the City Council authorizes \$9,000,000 in financing for a remodeling of the PW facility and grounds.

Assumptions:

- Since the building services the water division and street division the cost will be split between the two funds.
- Based on revenues in each fund the water budget will pay for 34% of total expenses and the streets budget will pay for 66% of the total expenses.
- The city will need to borrow \$9,000,000 since we do not have that amount of available funds. This would be accomplished with a \$9,000,000, 15 year GO bond with a rate of 3%. The annual principal and interest payment would be \$750,000 annually.
- This scenario anticipates the city would include the entire annual principal and interest payment in the yearly tax levy. That tax levy would include an annual abatement of 34% which is equal to the annual amount contributed from the water fund. If the water fund did not have enough revenue to cover its share of the annual payment there would be no, or reduced abatement.
- The annual allocation of the P & I payment would be, general fund - \$495,000 and the water fund would be \$255,000.

Annual impact on tax payer/water fund customer:

Water fund

I would recommend increasing the fixed fee payment from \$10 to \$15 dollars per bill. This would guarantee a fixed amount each year to make the P & I and it would not be dependent on customer usage

That would cost the customer \$30 annually and generate approximately \$260,000 annually.

The total 15 year cost would be \$450

General Fund

There would need to be \$495,000 amount added to the annual property tax levy. For someone with a home's fair cash value of \$393,800 and tax value of \$120,000, their annual property tax would be increased by \$61 per year for 15 years.

The total 15 year cost would be \$915



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

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE 2022-2023 BUDGET

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 4th DAY OF APRIL, 2022**

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE 2022-2023 BUDGET

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 2022-2023 Budget, a copy of which is attached hereto as [Exhibit 1](#) and made a part hereof is hereby approved.

SECTION 2: 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 3: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 4th day of April, 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF DARIEN BUDGET

FISCAL YEAR ENDING 2023

May 1, 2022 – April 30, 2023

CITY OF DARIEN
FISCAL YEAR ENDING 2023
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CITY OF DARIEN

PRINCIPAL OFFICIALS

MAYOR

Joseph Marchese

CITY COUNCIL

Ted Schauer	Ward 1
Lester Vaughan	Ward 2
Joseph Kenny	Ward 3
Thomas Chlystek	Ward 4
Mary Sullivan	Ward 5
Eric Gustafson	Ward 6
Thomas Belczak	Ward 7

CITY TREASURER

Mike Coren

CITY CLERK

JoAnne Ragona

CITY ADMINISTRATOR

Bryon D. Vana

STAFF

Gregory Thomas	Chief of Police
Daniel Gombac	Director of Municipal Services
Julie Saenz	Accounting Manager
Lisa Klemm	Admin Assistant to City Administrator

BUDGET MESSAGE
FISCAL YEAR
May 1, 2022 – April 30, 2023

CITY OF DARIEN

MEMO

TO: Mayor Marchese and City Council

FROM: Bryon D. Vana, City Administrator

DATE: March 24, 2022

SUBJECT: 2022-23 Budget Message

It is my pleasure to submit the fiscal year 2022-23 budget for the City of Darien. In summary, the budget includes no property tax increase to the City's portion of the tax bill, no other tax or fee increases, and no water rate increase.

A review of the City's three major funds (General, Capital Project, and Water) are as follows:

General Fund

This year's General Fund and Capital Projects Fund budgets continue many popular programs and efficiencies introduced in recent years. Highlights include:

- No increase to last year's property tax extension
- A 3-month operating reserve
- All current core services provided by the city including, but not limited to, tree trimming 1750 trees, residential brush pickup, enhanced snow plowing operations, snow removal from established safety sidewalks, maintenance and fertilization of the City's previous beautification projects
- Vehicle and equipment replacements as outlined in City's replacement policy
- Assistance for residential rear yard drainage improvements based on City policy
- Funds for the improvement of property maintenance enforcement and education
- Meeting funding requirements for annual employee pension obligations
- Prioritizes resident communications utilizing a consultant for social media communication
- Cable broadcast improvements of city council meetings
- Membership and Council participation in the DuPage Mayors and Managers Conference, Metropolitan Mayors Caucus, and the Illinois Municipal League including Mayor Marchese serving as the 2022-2023 DuPage Mayors and Managers Conference President

The City's General Fund accounts for all revenues and expenditures except those required to be accounted for in another fund. This is the main operating fund in our budget and covers the City Council, Administration, Community Development, Municipal Services-Street Division and Police Departments. It is also the main source of revenue for the Capital Projects Fund.

Any surplus above the General Fund 3-month reserve is transferred to the Capital Projects Fund. The various budget funds expenses are separated into two categories:

1. **Maintenance Budget**-The Maintenance Budget includes no new programs, no new employees and no new activities. It reflects only the anticipated cost to continue current essential activities and programs.
2. **Discretionary Budget**-Discretionary Budget expenditures relate to City services and employee items that are not essential or required; however, they are important in maintaining the level of citizen services and employee expenses that have been provided in previous years.

The General Fund expenses do not fluctuate greatly from year to year. Primary changes stem from vehicle and equipment replacements and employee expenses. The majority of the General Fund expenses come from the Police Department (62%) and the Municipal Services Department (21%). **Transfers to the Capital Projects Fund over the 3 year budget period include FYE 23- \$3,800,000, FYE 24- \$1,200,000, and FYE 25-\$500,000.**

Capital Projects Fund

The Capital Projects Fund includes the items included in the City's Capital Improvement Plan (CIP). This is a multi-year plan identifying capital projects to be funded or identified during the 3-year planning period. These CIP guidelines identify each capital project to be undertaken, the year the improvement project will be started, the amount of funds expected to be expended in each year of the CIP, and the way the expenditure will be funded. The City's Capital Projects Fund is used to plan for the City's maintenance and construction of larger infrastructure, excluding the water system, which is accounted for in the Water Fund. Primary expenditures include road maintenance, storm water maintenance, beautification projects, and larger rights-of- way maintenance projects. The City Council adopted a CAPITAL IMPROVEMENTS PLAN GUIDELINE that provides the City Council with guidelines when planning and funding capital projects. All the Guidelines have been met in accordance with the guidelines.

Capital Projects Fund Highlights includes:

- A road maintenance program of approximately 4.2 miles, allows for additional road base repair as needed and complete the 67th Street/Clarendon Hills Road intersection realignment project
- Approximately \$1,866,200 in various storm water drainage improvements. In this budget year the city will complete the entire ditch maintenance plan. These improvements are part of a 20 year plan completed in conjunction with the annual street repairs.
- A \$500,000 reserve balance for emergencies or economic development incentives as directed by the council.
- Revenues sufficient to continue capital projects over the three-year budget period
- Concrete and road crack sealing maintenance
- Following the *capital improvement guidelines* approved by the council in 2012
- The city will receive an estimated \$3,500,000 in grant funds over the current 2-year period that will be used for neighborhood improvements.

- Sidewalk installation along the east side of Clarendon Hills Road from 67th Street to Plainfield Road and the south side of 79th Street from Cass to Stratford.
- The installation of a stop light at 67th and Clarendon Hills Road. This improvement will be done as a cooperative project between Darien and the Village of Willowbrook.

Water Fund

Governmental water operations are established as enterprise funds. An enterprise fund is established to account for operations that are financed and operated in a manner similar to private business enterprises. The intent of the governing body is that the costs (operating and capital improvement expenses, including depreciation) of providing water to the public on a continuing basis be financed or recovered primarily through user charges. The definition of an enterprise fund implies that sufficient user fees should be established to ensure that the utility could operate on a self-sustaining basis. The major source of revenue for the water fund is user fees. Determining a *fair* user fee is a factor of two issues:

- analyzing our operating expenses, projecting system capital projects, determining sufficient cash reserves, and setting aside funds to replace portions of the system as needed
- analyzing the number of gallons of water billed to all customers in order to determine the rate that covers the expenses mentioned above

The staff conducts this determination of a fair user every year when preparing the draft budget for City Council consideration.

The water rate for Darien residents during FYE 23 is \$9.75/1000 with an additional fixed cost of \$10 per bill. There is no projected water rate increase for FYE 23. The City's projected water budget for FYE 24 projects a slight increase to water rates in order to operate on a self-sustaining basis. Assuming that the water fund operates as expected, any projected rate increase during the 3 year budget estimate would not be implemented. Approximately 70% of the water fund expenses are for the direct purchase of Lake Michigan water from the DuPage Water Commission (DWC).

Water Fund highlights include:

- No customer rate increase
- Truck and equipment replacement following the City's vehicle replacement policy.
- Switch over to an automated meter reading system and residential water-meter replacement program replacing most of the water meters for our water customers. This improvement will be done as a cooperative project between Darien and DuPage County.
- The purchase of equipment to assist in locating water leaks in larger water mains.

CITY OF DARIEN

GENERAL FUND BUDGET FISCAL YEAR May 1, 2022 – April 30, 2023

**GENERAL FUND BUDGET SUMMARY
GENERAL FUND REVENUE SUMMARY
GENERAL FUND REVENUE BUDGET
MAYOR/CITY COUNCIL BUDGET
ADMINISTRATION BUDGET
COMMUNITY DEVELOPMENT BUDGET
POLICE BUDGET
MUNICIPAL SERVICES - STREETS BUDGET
CAPITAL PROJECTS FUND BUDGET
DEBT SERVICE FUND**

GENERAL FUND

The General Fund accounts for all revenues and expenditures which are not accounted for in other funds. This is the largest fund of the City, providing for the majority of the City's revenues, expenditures and services. The General Fund is supported predominately with taxes, licenses and fees. It funds the operations of the City's Police Department, Municipal Services Department - Community Development and Streets Divisions, Mayor/City Council and Administration.

MAYOR/CITY COUNCIL - This Department includes support for the operations of the City Council and the Mayor's offices.

ADMINISTRATION - The Administration Department provides overall management and support for City operations, including the City Administrator's office, the finance division, the City Clerk's office, and the citizen service division.

POLICE - The Police Department is the largest Department in the City. The Department is the City's law enforcement agency, providing traffic control and enforcement, crime prevention services, patrol, investigation, records and short-term incarceration.

MUNICIPAL SERVICES - COMMUNITY DEVELOPMENT DIVISION - The Community Development division of the Municipal Services Department includes all functions related to the planning and development of the community, including building and development review, building inspection, code enforcement, comprehensive planning, and economic development.

MUNICIPAL SERVICES - STREETS DIVISION - The Street division is responsible for maintenance and repairs to the City's streets, storm sewers, catch basins and street lights; as well as plowing snow, mowing the rights-of-way, and maintaining and repairing the City's fleet of vehicles and equipment.

City of Darien

3/21/2022

GENERAL FUND SUMMARY FYE 23

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 EST ACT	FYE 23 BUD REQ	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
GENERAL FUND REVENUE	\$ 16,754,447	\$ 14,675,674	\$ 17,330,136	\$ 15,807,076	\$ 15,807,076	\$ -	\$ 16,000,797	\$ 16,181,204
TOTAL REVENUE	\$ 16,754,447	\$ 14,675,674	\$ 17,330,136	\$ 15,807,076	\$ 15,807,076	\$ -	\$ 16,000,797	\$ 16,181,204
DEPT. EXPENDITURES								
CITY COUNCIL	63,091	86,411	79,460	\$ 85,911	50,071	35,840	87,321	87,321
ADMINISTRATION	1,009,634	1,403,388	1,293,143	\$ 1,459,365	1,273,300	186,065	1,382,934	1,409,351
COMMUNITY DEV	1,087,574	965,455	912,996	\$ 953,058	953,058	-	985,791	1,016,395
POLICE	7,689,895	8,617,121	8,370,099	\$ 8,774,796	8,723,696	51,100	9,366,841	10,405,060
PW/STREETS	1,653,527	3,043,746	2,583,909	\$ 3,664,262	2,392,057	1,272,205	2,705,385	2,748,177
Water Fund Reimb	(250,000)							
TOTAL EXPENDITURES	\$ 11,253,721	\$ 14,116,121	\$ 13,239,607	\$ 14,937,392	\$ 13,392,182	\$ 1,545,210	\$ 14,528,272	\$ 15,666,304
FISCAL YEAR BAL	5,500,726	559,553	\$ 4,090,529	\$ 869,684	N/A	N/A	\$ 1,472,525	\$ 514,900
BEGINNING FUND BAL	4,565,536	4,577,913	\$ 6,461,461	\$ 6,651,990	N/A	N/A	\$ 3,721,674	\$ 3,994,199
ENDING FUND BAL	\$ 10,066,262	\$ 5,137,466	\$ 10,551,990	\$ 7,521,674	N/A	N/A	\$ 5,194,199	\$ 4,509,099
TRANSFER TO CAP.	3,604,801	2,100,000	3,900,000	\$ 3,800,000	N/A	N/A	1,200,000	500,000
ENDING FUND BAL	\$ 6,461,461	\$ 3,037,466	\$ 6,651,990	\$ 3,721,674	N/A	N/A	\$ 3,994,199	\$ 4,009,099

**FY 22-23 BUDGET
GENERAL FUND REVENUE SUMMARY**

TAXES

Real Estate Taxes

Description: General Fund share of property taxes collected from real property in City.

Basis of Projection: Amount determined by the City when tax levy was approved in December, 2020.

Road & Bridge Taxes

Description: City share of County's taxes collected inside City.

Basis of Projection: Estimate based on current year estimated actual.

Gasoline Tax

Description: 2 cents (\$0.02) added to each gallon of gas sold from Darien Gas stations.

Basis of Projection: Estimate based on current year estimated actual.

Food and Beverage Tax

Description: 1.25% added on food and beverages (alcoholic and non-alcoholic), which can be consumed on the premises where purchased.

Basis of Projection: Estimate based on current year estimated actual.

State Income Tax

Description: City's share (based on population) of State's Income Tax Collections distributed to municipalities.

Basis of Projection: Budget reflects State funding formula estimates.

Local Use Tax

Description: City's share (based on population) of the additional revenue from state use tax receipts collected on personal property from out of state retailers.

Basis of Projection: Reflects State funding formula estimates formula.

Sales Tax

Description: 1.00% of retail sales within the City. Also, an additional 1% Home Rule Sales Tax on applicable goods.

Basis of Projection: Estimated to reflect sales tax allocated to the General Fund based on previous year estimates and current economic climate.

Municipal Utility Tax

Description: 5.0% charge on natural gas and electric bills in City.

Basis of Projection: Projections based on historical average receipts.

Amusement Tax

Description: 3% tax on gross receipts from all amusement activities in the City.

Basis of Projection: Projected to equal current year-end estimated revenue.

Hotel/Motel Tax

Description: 5% tax imposed on the business of renting rooms in a Hotel/Motel

Basis of Projection: Projected based on previous average year's revenue.

LICENSES

Business Licenses

Description: Fee levied on retail and commercial businesses in City.

Basis of Projection: Projected to equal current year-end estimated revenue.

Liquor Licenses

Description: Fee levied on all businesses engaged in sale of alcoholic beverages.

Basis of Projection: Based on current year-end estimated revenue.

Contractor Licenses

Description: Fee levied on all contractors who operate or do work in the City.

Basis of Projection: Projected based on previous year's revenue

FINES/FEES/PERMITS

Court Fines

Description: Fines levied by Court for violations of City traffic ordinances.

Basis of Projection: Projected based on previous year's revenue

Towing Fees

Description: An administrative fee collected when a vehicle has to be towed and impounded due to the arrest or detention of the owner or driver for violation of a local law or ordinance.

Basis of Projection: Projected based on previous year's revenue

Ordinance Fines

Description: Fines levied by Court for violations of City codes and ordinances, other than Traffic Code.

Basis of Projection: Projected based on previous average year's revenue

Building Permit Fees

Description: Fee, based on value, for new and remodeling construction projects in City.

Basis of Projection: Estimated conservative and reduced from last year's estimated actual budget.

Municipal Telecommunications Tax

Description: 6.0% of gross revenues of telecommunication retailers. This revenue is collected by the state and distributed to communities based on local ordinances.

Basis of Projection: Projections based on historical average receipts.

Nicor Franchise Fee

Description: Value of franchise-required free gas service to municipal facilities. Amount of free gas based on population. Value determined by floating average of natural gas prices.

Basis of Projection: Projections estimated to reflect current year estimated actual.

Cable TV Franchise Fee

Description: 5% on gross receipts of cable company operations in City plus a 1% PEG fee for cable broadcast improvements.

Basis of Projection: Based on current year-end estimated revenue.

Public Hearing Fees (Reimbursements)

Description: Reimbursement for costs of conducting public hearings.

Basis of Projection: Projected at last year's budget amount.

Elevator Inspection Fees

Description: Reimbursement for semi-annual inspection of elevators in City.

Basis of Projection: Projected at last year's budget amount

Public Improvement Permit Fee

Description: Fee charged for inspection of any work done by private contractor on municipal property.

Basis of Projection: Expect about the same for next year.

Engineering/Professional Fees (Reimbursements)

Legal Fees (Reimbursements)

Description: Reimbursement for City's out-of-pocket costs for engineering and legal reviews and projects requiring professional service contracts.

Basis of Projections: Estimate equals approximate amount budgeted for reimbursable expenditures.

Police Special Service

Description: Reimbursement for special services provided by Police Department such as school liaison officer, traffic control, and additional details requested by banks.

Basis of Projection: Based on current year-end estimated revenue and estimated future demand.

D.U.I Technology

Description: Portion of fines received for D.U.I. convictions.

Basis of Projection: Based on current year-end estimated revenue.

Stormwater Management/Review Fees

Description: Reimbursement for stormwater management engineering fees – out-of-pocket costs of City.

Basis of Projections: Based on last year's budget.

Developer Contributions/Impact Fees

Description: \$125/housing unit development and impact fee.

Basis of Projection: Estimate minimal revenue.

OTHER INCOME

Water Fund Share

Description: Fee paid by Water Fund to General Fund to offset administrative costs incurred by General Fund. Examples of cost include staff time, computer use, accounting and payroll services and other support activities.

Basis of Projection: Amount equal to previous year's contribution.

Interest

Description: Interest earnings on General Fund revenues.

Basis of Projection: Based on estimated interest rates and available cash for investments.

Police Reports/Prints

Description: Charges for copies of reports and documents and for fingerprinting requests.

Basis of Projection: Based on last year's budget estimated actual.

Rents

Description: Rent from City properties.

Basis of Projection: Rent revenue form telecommunication leases on City properties.

Other Reimbursements

Description: Reimbursements for expenditures not otherwise identified. Includes insurance reimbursements, payments for damage to City property, etc.

Basis of Projection: Based on last year's budget estimated actual.

Sale of Equipment

Description: Revenue from sale of City equipment – vehicles, trucks, etc.

Basis of Projection: No anticipated sales.

Miscellaneous

Description: Unanticipated receipts, one-time receipts, small revenues not otherwise shown.

Basis of Projection: Projection based on historic receipts.

Grants

Description: State and Federal grants

Basis of Projection: No grants identified in the General Fund budget. The City will apply for grants during the year, which will revise this estimate if the grants are authorized.

City of Darien

3/21/2022

GENERAL FUND REVENUE BUDGET FISCAL YEAR ENDING 2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 ESTIMATED ACTUAL	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
TAXES								
REAL ESTATE TAX	\$ 2,271,209	2,276,099	\$ 2,302,307	2,300,353	\$2,300,353	-	\$ 2,379,423	\$ 2,495,353
ROAD & BRIDGE TAX	226,981	210,000	235,166	210,000	210,000	-	\$ 210,000	\$ 210,000
LOCAL GASOLINE TAX	236,816	308,269	228,401	225,431	225,431	-	\$ 225,431	\$ 225,431
FOOD AND BEVERAGE TAX	531,396	539,303	612,471	598,651	598,651	-	\$ 598,651	\$ 598,651
AUTO RENTAL TAX	-	2,000	-	-	-	-	-	-
STATE INCOME	2,531,880	2,136,514	2,681,031	2,129,089	2,129,089	-	\$ 2,098,170	\$ 2,098,170
LOCAL USE	1,087,297	789,268	798,481	830,440	830,440	-	\$ 830,440	\$ 830,440
SALES TAX	5,395,514	4,919,497	6,674,453	6,340,730	6,340,730	-	\$ 6,467,545	\$ 6,532,220
VIDEO GAMING TAX	136,559	200,000	269,013	242,112	242,112	-	\$ 242,112	\$ 242,112
REPLACEMENT TAX	7,985	7,500	9,526	7,621	7,621	-	\$ 7,621	\$ 7,621
MUNICIPAL UTILITY TAX	1,017,993	946,793	1,056,807	1,020,676	1,020,676	-	\$ 1,020,676	\$ 1,020,676
AMUSEMENT TAX	88,100	80,250	111,110	107,099	107,099	-	\$ 107,742	\$ 107,742
HOTEL/MOTEL TAX	57,844	62,909	73,079	73,079	73,079	-	\$ 73,079	\$ 73,079
CANNABIS USE TAX	18,052	15,000	30,183	29,094	29,094	-	\$ 29,094	\$ 29,094
SUB TOTAL	13,607,626	12,493,402	15,082,026	14,114,375	14,114,375	-	14,289,983	14,470,588
LICENSES								
BUSINESS LICENSES	45,363	30,000	30,000	30,000	30,000	-	\$ 30,000	\$ 30,000
LIQUOR LICENSES	70,475	69,575	71,725	71,725	71,725	-	\$ 71,725	\$ 71,725
CONTRACTOR LICENSES	20,220	18,000	18,000	18,000	18,000	-	\$ 18,000	\$ 18,000
SUB TOTAL	136,058	117,575	119,725	119,725	119,725	-	119,725	119,725
FINES, FEES, PERMITS								
COURT FINES	158,531	100,000	156,531	78,266	78,266	-	\$ 98,266	\$ 98,266
TOWING FEES	70,500	52,000	68,800	55,041	55,041	-	\$ 55,041	\$ 55,041
ORDINANCE FINES	31,058	30,000	34,284	27,428	27,428	-	\$ 27,428	\$ 27,428
BLDG PERMIT FEES	122,917	35,000	175,000	35,000	35,000	-	\$ 35,000	\$ 35,000
TELECOMMUNICATIONS TAX	378,073	380,000	316,206	273,444	273,444	-	\$ 273,444	\$ 273,444
CABLE TV FRANCHISE	417,443	432,800	440,800	440,800	440,800	-	\$ 440,800	\$ 440,800
PEG FEES - AT&T	8,792	-	-	-	-	-	-	-
NICOR FRANCHISE FEE	28,720	25,000	25,000	25,000	25,000	-	\$ 25,000	\$ 25,000
PUBLIC HEARING FEES	3,885	2,000	4,250	2,000	2,000	-	\$ 2,000	\$ 2,000
ELEVATOR INSPECTIONS	6,025	3,500	3,500	3,500	3,500	-	\$ 3,500	\$ 3,500
PUB.IMPROVEMENT PERMIT	-	-	-	-	-	-	-	-
ENG/PROF.FEES (REIMB)	50,710	74,000	65,000	74,000	74,000	-	\$ 74,000	\$ 74,000
LEGAL FEE REIMB.	-	-	-	-	-	-	-	-
POLICE SPECIAL SERVICE	46,988	99,597	75,885	99,880	99,880	-	\$ 101,378	\$ 102,905
D.U.I. TECHNOLOGY	11,469	-	4,000	3,500	3,500	-	\$ 3,500	\$ 3,500
STORMWATER MGMT.FEES	-	-	-	-	-	-	-	-
INSPEC/TAP ON/PERMITS	-	-	-	-	-	-	-	-
DEV.CONTRIB/IMPACT	-	-	-	-	-	-	-	-
E-CITATION FEES	2,737	-	-	-	-	-	-	-
NSF CHECK FEE	70	-	-	-	-	-	-	-
SUB TOTAL	1,337,918	1,233,897	1,369,255	1,117,858	1,117,858	-	1,139,356	1,140,883

City of Darien

3/21/2022

**GENERAL FUND REVENUE BUDGET
FISCAL YEAR ENDING 2023**

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 ESTIMATED ACTUAL	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
OTHER INCOME								
WATER FUND SHARE	250,000	250,000	250,000	250,000	250,000	-	\$ 250,000	\$ 250,000
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	-	\$ -	\$ -
REIMBURSEMENTS - WORK COMP	-	-	-	-	-	-	\$ -	\$ -
INTEREST INCOME	8,332	4,000	4,000	4,000	4,000	-	\$ 4,000	\$ 4,000
GAIN/LOSS ON INVESTMENT	-	-	-	-	-	-	\$ -	\$ -
DRUG FORFEITURE RECEIPTS	1,104	-	-	-	-	-	\$ -	\$ -
POLICE REPORTS/PRINTS	4,996	5,000	5,000	5,000	5,000	-	\$ 5,000	\$ 5,000
IMPACT FEE REVENUE	125	-	500	-	-	-	\$ -	\$ -
GRANTS	1,137,700	-	5,675	-	-	-	\$ -	\$ -
RENTS	346,414	313,000	321,377	287,379	287,379	-	\$ 287,379	\$ 287,379
MAILBOX REPLACEMENT	2,315	3,400	-	-	-	-	\$ -	\$ -
OTHER REIMBURSEMENTS	71,823	45,000	93,481	50,000	50,000	-	\$ 50,000	\$ 50,000
REIMBURSEMENTS - REAR YARD	15,494	182,400	30,451	-	-	-	\$ -	\$ -
RESIDENTIAL CONCRETE REIMB.	-	-	28,895	-	-	-	\$ -	\$ -
SALE OF EQUIPMENT	-	5,000	1,500	5,000	5,000	-	\$ 5,000	\$ 5,000
SALE OF WOOD CHIPS	2,940	3,000	3,250	3,000	3,000	-	\$ 3,000	\$ 3,000
MISCELLANEOUS REVENUE	81,602	20,000	15,000	20,000	20,000	-	\$ 20,000	\$ 20,000
SUB TOTAL	1,922,845	830,800	759,129	624,379	624,379	-	624,379	624,379
TOTAL REVENUES	\$ 17,004,447	\$ 14,675,674	\$ 17,330,136	\$ 15,976,337	\$ 15,976,337	\$ -	\$ 16,173,443	\$ 16,355,576

City of Darien

3/21/2022

CITY COUNCIL BUDGET
FISCAL YEAR 2022-2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 ESTIMATED ACTUAL	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
PERSONNEL								
SALARIES	\$ 42,750	\$ 42,750	42,750	42,750	42,750	-	42,750	42,750
SUB-TOTAL	42,750	42,750	42,750	42,750	42,750	-	42,750	42,750
BENEFITS								
SOCIAL SECURITY	2,651	2,651	2,651	2,651	2,651	-	2,651	2,651
MEDICARE	620	620	620	620	620	-	620	620
SUB-TOTAL	3,271	3,271	3,271	3,271	3,271	-	3,271	3,271
OPERATING COSTS								
BOARDS AND COMMISSIONS	141	2,000	800	1,500	1,000	500	1,500	1,500
CABLE OPERATIONS	2,375	6,000	4,000	6,000	-	6,000	6,000	6,000
DUES AND SUBSCRIPTIONS	12,556	26,440	25,739	26,440	-	26,440	27,850	27,850
LIABILITY INSURANCE	-	-	-	-	-	-	-	-
PUBLIC RELATIONS	150	1,300	500	1,300	-	1,300	1,300	1,300
TRAINING AND EDUCATION	-	1,000	150	1,000	-	1,000	1,000	1,000
TRAVEL/MEETINGS	-	50	50	50	50	-	50	50
SUB-TOTAL	15,222	36,790	31,239	36,290	1,050	35,240	37,700	37,700
CONTRACTUAL SERVICES								
CONSULTING/PROF SERVS	1,848	3,000	2,200	3,000	3,000	-	3,000	3,000
TROLLEY CONTRACTS	-	600	-	600	-	600	600	600
SUB-TOTAL	1,848	3,600	2,200	3,600	3,000	600	3,600	3,600
CAPITAL								
EQUIPMENT	-	-	-	-	-	-	-	-
SUB-TOTAL	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 63,091	\$ 86,411	\$ 79,460	\$ 85,911	\$ 50,071	\$ 35,840	\$ 87,321	\$ 87,321

2022-2023 BUDGET SUMMARY

	Maintenance	Discretionary
SALARIES	\$ 42,750	\$ -
BENEFITS	\$ 3,271	\$ -
OPERATING COSTS	\$ 1,050	\$ 35,240
CONTRACTUAL	\$ 3,000	\$ 600
CAPITAL	\$ -	\$ -
TOTAL	<u>\$ 50,071</u>	<u>\$ 35,840</u>

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
SALARIES			
12-4010	SALARIES	\$ 42,750	\$ -
BENEFITS			
12-4110	SOCIAL SECURITY	\$ 2,651	\$ -
12-4111	MEDICARE	\$ 620	\$ -
OPERATING			
12-4205	BOARDS AND COMMISSIONS	\$ 1,000	\$ 500
	Finger Printing - Liq Lic	\$ 1,000	\$ -
	Holiday Decorating Contest	\$ -	\$ 500
	Total	\$ 1,000	\$ 500
12-4206	CABLE OPERATIONS	\$ -	\$ 6,000
	Video and Tech Services Conslt.	\$ -	\$ 6,000
	Total	\$ -	\$ 6,000
12-4213	DUES & SUBSCRIPTIONS	\$ -	\$ 26,440
	il municipal clerks assoc	\$ -	\$ 100
	Illinois Municipal league membership	\$ -	\$ 1,750
	DMMC events and meetings		\$ 4,000
	DMMC Dues		\$ 19,590
	Metro Mayors Caucus		\$ 1,000
		\$ -	\$ 26,440

Account #	Description			Department Maintenance Budget Request		City Council Discretionary Expenditures
12-4219	LIABILITY INSURANCE			\$ -		\$ -
			\$ -		\$ -	
		Total	\$ -		\$ -	
12-4239	PUBLIC RELATIONS			\$ -		\$ 1,300
	Heart of Darien Award		\$ -		\$ 800	
	pins, pens, misc				\$ 500	
		Total	\$ -		\$ 1,300	
12-4263	TRAINING & EDUCATION			\$ -		\$ 1,000
12-4265	TRAVEL/MEETINGS			\$ 50		\$ -
<u>CONTRACTUAL SERVICES</u>						
12-4325	CONSULTING/PROF SERVICES			\$ 3,000		\$ -
	Code Supplements		\$ 3,000		\$ -	
		Total	\$ 3,000		\$ -	
12-4366	TROLLEY CONTRACTS			\$ -	\$ -	\$ 600
	Halloween Party		\$ -		\$ 300	
	Holiday Lights Tour		\$ -		\$ 300	
		Total	\$ -		\$ 600	
<u>CAPITAL</u>						
12-4815	EQUIPMENT			\$ -		\$ -
	-		\$ -		\$ -	
				\$ 50,071		\$ 35,840

City of Darien

**ADMINISTRATION DEPARTMENT BUDGET
FISCAL YEAR 2022-2023**

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 ESTIMATED ACTUAL	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
PERSONNEL								
SALARIES	340,603	354,574	354,424	371,164	371,164	-	378,587	386,159
OVERTIME	890	-	801	-	-	-	-	-
SUB-TOTAL	341,493	354,574	355,225	371,164	371,164	-	378,587	386,159
BENEFITS								
SOCIAL SECURITY	19,815	23,440	21,984	23,012	23,012	-	23,415	23,825
MEDICARE	4,634	5,141	5,141	5,382	5,382	-	5,476	5,572
IMRF	43,877	46,449	46,449	37,116	37,116	-	37,859	38,616
MEDICAL/LIFE INSURANCE	62,306	71,400	79,752	72,940	72,940	-	73,669	74,406
SUPPLEMENTAL PENSION	4,615	4,800	4,800	4,800	4,800	-	5,040	5,292
STATE UNEMPLOYMENT INSURANCE	-	-	-	-	-	-	-	-
SUB-TOTAL	135,247	151,230	158,126	143,250	143,250	-	145,459	147,711
OPERATING COSTS								
DUES & SUBSCRIPTIONS	1,131	1,615	1,190	1,615	-	1,615	1,635	1,635
LIABILITY INSURANCE	6,963	263,806	200,476	263,806	263,806	-	275,496	287,770
LEGAL NOTICES	2,123	2,000	2,000	2,000	2,000	-	2,500	2,500
MAINTENANCE-EQUIPMENT	8,144	8,650	9,300	8,950	8,950	-	10,300	11,200
POSTAGE/MAILINGS	2,067	3,350	1,800	3,350	3,350	-	3,350	3,350
PRINTING & FORMS	3,223	4,500	3,400	4,500	4,500	-	4,500	4,500
PUBLIC RELATIONS	50,498	71,700	53,050	83,700	-	83,700	83,700	83,700
RENT-EQUIPMENT	1,500	2,500	2,125	2,500	2,500	-	2,800	2,800
SUPPLIES-OFFICE	4,527	8,000	6,000	8,000	8,000	-	8,000	8,000
SUPPLIES-OTHER	854	500	250	500	500	-	500	500
TRAINING & EDUCATION	-	1,500	-	1,500	-	1,500	1,500	1,500
TRAVEL/MEETINGS	193	550	100	550	-	550	550	550
TELEPHONE	35,422	48,400	39,000	43,000	43,000	-	47,000	47,000
UTILITIES	2,511	2,500	2,200	2,500	2,500	-	2,500	2,500
VEHICLE GAS , OIL, MAINT.	804	1,150	900	1,150	1,150	-	1,150	1,150
OTHER	(224)	-	-	-	-	-	-	-
SUB-TOTAL	119,736	420,721	321,791	427,621	340,256	87,365	445,481	458,655
CONTRACTUAL SERVICES								
AUDIT	18,437	14,000	18,500	18,500	18,500	-	14,500	16,000
CONSULTING/PROF SERV	367,964	333,020	320,000	398,030	378,830	19,200	360,385	361,227
CONTINGENCY	5,024	10,000	10,000	10,000	-	10,000	10,000	10,000
JANITORIAL SERVICE	19,890	22,088	19,500	22,300	21,300	1,000	23,522	24,600
SUB-TOTAL	411,315	379,108	368,000	448,830	418,630	30,200	408,407	411,827
CAPITAL								
BLDG.IMPROVEMENTS	-	-	-	-	-	-	-	-
EQUIPMENT	1,843	97,755	90,000	68,500	-	68,500	5,000	5,000
SUB-TOTAL	1,843	97,755	90,000	68,500	-	68,500	5,000	5,000
TOTAL EXPENDITURES	1,009,634	1,403,388	1,293,143	1,459,365	1,273,300	186,065	1,382,934	1,409,351

FYE 2022 BUDGET SUMMARY

	Maintenance	Discretionary
SALARIES	\$ 371,164	\$ -
BENEFITS	\$ 143,250	\$ -
OPERATING COSTS	\$ 340,256	\$ 87,365
CONTRACTUAL	\$ 418,630	\$ 30,200
CAPITAL	\$ -	\$ 68,500
TOTAL	\$ 1,273,300	\$ 186,065

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
SALARIES			
10-4010	SALARIES	\$ 371,164	\$ -
10-4030	OVERTIME	\$ -	\$ -
BENEFITS			
10-4110	SOCIAL SECURITY	\$ 23,012	\$ -
10-4111	MEDICARE	\$ 5,382	\$ -
10-4115	IMRF	\$ 37,116	\$ -
10-4120	MEDICAL/LIFE INSURANCE	\$ 72,940	\$ -
10-4135	SUPPLEMENTAL PENSION	\$ 4,800	\$ -
OPERATING			
10-4213	DUES & SUBSCRIPTIONS	\$ -	\$ 1,615
	Books/Publications	\$ -	\$ 500
	ILGFOA Members	\$ -	\$ 350
	Notaries	\$ -	\$ 160
	IPELRA	\$ -	\$ 230
	GFOA	\$ -	\$ 375
	Total	\$ -	\$ 1,615
10-4219	LIABILITY INSURANCE	\$ 263,806	\$ -
	Liability Insurance	\$ 233,806	\$ -
	Deductible	\$ 5,000	\$ -
	Legal Services	\$ 25,000	\$ -
	Total	\$ 263,806	\$ -

Account #	Description		Department Maintenance Budget Request		City Council Discretionary Expenditures
10-4221	LEGAL NOTICES		\$ 2,000		\$ -
10-4225	MAINTENANCE - EQUIPMENT		\$ 8,950		\$ -
	Equipment Maintenance	\$ 1,000		\$ -	
	Abila Maintenance/Software	\$ 7,300		\$ -	
	Copier Maintenance	\$ 650		\$ -	
	Total	\$ 8,950		\$ -	
10-4233	POSTAGE/MAILINGS		\$ 3,350		\$ -
	Regular Postage	\$ 2,500		\$ -	
	Meter Permit/Supplies	\$ 450		\$ -	
	FedEx/UPS	\$ 400		\$ -	
	Total	\$ 3,350		\$ -	
10-4235	PRINTING & FORMS		\$ 4,500		\$ -
10-4239	PUBLIC RELATIONS		\$ -		\$ 83,700
	Citizen of the Year (4k reim)	\$ -		\$ 8,100	
	Monthly Retainer - Communications	\$ -		\$ 36,600	
	Newsletter 2-4 issues@4 pages	\$ -		\$ 24,000	
	3 Special Events-Bands	\$ -		\$ 9,000	
	Special Events Management	\$ -		\$ 6,000	
	Total	\$ -		\$ 83,700	
10-4243	RENT - EQUIPMENT		\$ 2,500		\$ -
10-4253	SUPPLIES - OFFICE		\$ 8,000		\$ -
10-4257	SUPPLIES - OTHER		\$ 500		\$ -
	Meeting Supplies	\$ 500		\$ -	
	Total	\$ 500		\$ -	\$ -
10-4263	TRAINING & EDUCATION		\$ -		\$ 1,500
	Tuition Reimbursement	\$ -		\$ -	
	Local Training	\$ -		\$ 1,500	
	Total	\$ -		\$ 1,500	
10-4265	TRAVEL/MEETINGS		\$ -		\$ 550
	Association Meetings	\$ -		\$ 250	
	Mileage - Staff	\$ -		\$ 300	
	Total	\$ -		\$ 550	

Account #	Description		Department Maintenance Budget Request	City Council Discretionary Expenditures
10-4267	TELEPHONE		\$ 43,000	\$ -
	Verizon		\$ 22,400	\$ -
	Equipment Replacement		\$ 2,500	\$ -
	Comcast PW/City Hall		\$ 9,000	\$ -
	Peerless (CallOne)		\$ 6,000	\$ -
	IP Communications		\$ 3,100	
		Total	\$ 43,000	\$ -
10-4271	UTILITIES - GAS/ELECTRIC/SEWER		\$ 2,500	\$ -
10-4273	VEHICLE (Gas & Oil)		\$ 1,150	\$ -
	Gasoline/Oil/Fluids		\$ 650	\$ -
	Maintenance/Repairs		\$ 500	\$ -
		Total	\$ 1,150	\$ -
<u>CONTRACTUAL SERVICES</u>				
10-4320	AUDIT - GENERAL FUND		\$ 18,500	\$ -
10-4325	CONSULTING/PROFESSIONAL SERVICES		\$ 378,830	\$ 19,200
	Computer Support		\$ 90,000	\$ -
	Computers and Parts		\$ 85,000	\$ -
	Code Internet Link		\$ 750	\$ -
	Web Site Maintenance		\$ 5,900	\$ -
	Web Site Internet Link		\$ 1,000	\$ -
	Web Q&A		\$ 6,500	\$ -
	GovTemps - City Administrator Services		\$ 184,600	\$ -
	Annual disclosure filing		\$ 1,000	\$ -
	CJIS software maintenance		\$ 4,080	\$ -
	LRS electronic recycling event- 2		\$ -	\$ 19,200
		Total	\$ 378,830	\$ 19,200
10-4330	CONTINGENCY		\$ -	\$ 10,000
10-4345	JANITORIAL SERVICES		\$ 21,300	\$ 1,000
	Janitorial Contract		\$ 20,700	\$ -
	Window Cleaning		\$ 600	\$ -
	misc cleaning		\$ -	\$ 1,000
		Total	\$ 21,300	\$ 1,000
<u>CAPITAL</u>				
10-4810	BUILDING IMPROVEMENTS		\$ -	\$ -
10-4815	EQUIPMENT		\$ -	\$ 68,500
	cable room maintenance		\$ -	\$ 5,000
	upgrade media for chamber			\$ 63,500
		total	\$ -	\$ 68,500
		Total	\$ 1,273,300	\$ 186,065

City of Darien

3/21/2022

COMMUNITY DEVELOPMENT DEPARTMENT BUDGET FISCAL YEAR 2022-2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 ESTIMATED ACTUAL	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
PERSONNEL								
SALARIES	\$ 310,465	\$ 312,570	\$ 312,121	\$ 320,336	\$ 320,336	\$ -	\$ 330,742	\$ 337,357
OVERTIME	1,447	1,000	1,000	1,000	1,000	-	1,000	1,000
SUB-TOTAL	\$ 311,912	\$ 313,570	\$ 313,121	\$ 321,336	\$ 321,336	\$ -	\$ 331,742	\$ 338,357
BENEFITS								
SOCIAL SECURITY	17,562	18,633	16,054	19,135	19,135	-	19,518	19,908
MEDICARE	4,390	4,532	4,645	4,645	4,645	-	4,532	4,623
IMRF	39,589	40,947	35,497	16,163	16,163	-	16,486	16,816
MEDICAL/LIFE INSURANCE	23,320	24,658	28,516	34,365	34,365	-	35,053	35,754
SUPPLEMENTAL PENSION	1,892	3,600	2,400	2,400	2,400	-	2,400	2,400
SUB-TOTAL	86,753	92,370	87,112	76,708	76,708	-	77,988	79,500
OPERATING COSTS								
BOARDS & COMMISSIONS	1,370	1,200	1,200	1,200	1,200	-	1,200	1,200
DUES & SUBSCRIPTIONS	-	500	500	500	500	-	500	500
LIABILITY INSURANCE	27,598	23,000	23,000	23,000	23,000	-	23,000	23,000
MAINTENANCE-VEHICLE	-	500	500	500	500	-	700	1,000
PRINTING & FORMS	806	1,215	1,000	1,215	1,215	-	1,565	1,515
ECONOMIC INCENTIVES	531,721	378,000	359,363	378,000	378,000	-	398,000	418,000
SUPPLIES-OFFICE	313	700	500	700	700	-	900	900
TRAINING & EDUCATION	127	500	500	500	500	-	600	600
TRAVEL/MEETINGS	-	200	200	200	200	-	200	200
VEHICLE GAS & OIL	902	1,000	1,000	1,000	1,000	-	1,050	1,050
SUB-TOTAL	562,837	406,815	387,763	406,815	406,815	-	427,715	447,965
CONTRACTUAL								
CONSULTING/PROF SERVS	56,355	84,700	65,000	80,200	80,200	-	80,345	80,872
CONSULTING/PROF REIMB.	69,717	68,000	60,000	68,000	68,000	-	68,000	69,700
SUB-TOTAL	126,072	152,700	125,000	148,200	148,200	-	148,345	150,572
CAPITAL								
EQUIPMENT	-	-	-	-	-	-	-	-
SUB-TOTAL	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 1,087,574	\$ 965,455	\$ 912,996	\$ 953,058	\$ 953,058	\$ -	\$ 985,791	\$ 1,016,395

FYE 2023 BUDGET SUMMARY

	Maintenance	Discretionary
SALARIES	\$ 321,336	\$ -
BENEFITS	\$ 76,708	\$ -
OPERATING COSTS	\$ 406,815	\$ -
CONTRACTUAL	\$ 148,200	\$ -
CAPITAL	\$ -	\$ -
TOTAL	<u>\$ 953,058</u>	<u>\$ -</u>

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
<u>SALARIES</u>			
20-4010	SALARIES	\$ 320,336	\$ -
20-4030	OVERTIME	\$ 1,000	\$ -
<u>BENEFITS</u>			
20-4110	SOCIAL SECURITY	\$ 19,135	\$ -
20-4111	MEDICARE	\$ 4,645	\$ -
20-4115	IMRF	\$ 16,163	\$ -
20-4120	MEDICAL/LIFE INSURANCE	\$ 34,365	\$ -
20-4135	SUPPLEMENTAL PENSION	\$ 2,400	\$ -
<u>OPERATING</u>			
20-4205	BOARDS & COMMISSIONS	\$ 1,200	\$ -
	Secretary	<u>1,200</u>	<u>-</u>
	Total	1,200	-
20-4213	DUES & SUBSCRIPTIONS	\$ 500	\$ -
	APA Membership	<u>500</u>	<u>-</u>
	Total	500	-
20-4219	LIABILITY INSURANCE	\$ 23,000	\$ -
	Deductible	5,000	-
	Legal Expense	<u>18,000</u>	<u>-</u>
	Total	23,000	-

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
OPERATING cont			
20-4229	MAINTENANCE - VEHICLES	\$ 500	\$ -
20-4235	PRINTING & FORMS	\$ 1,215	\$ -
	Postage	450	-
	Plat Pages	50	-
	Forms	200	-
	Business Cards	165	-
	Comprehensive Plan Copies	150	-
	Federal Express	200	-
	Total	1,215	-
20-4240	ECONOMIC DEVELOPMENT	378,000	\$ -
	Walmart Tax Rebate	310,000	-
	Home Depot Tax Rebate	68,000	-
	Total	378,000	-
20-4253	SUPPLIES - OFFICE	\$ 700	\$ -
20-4263	TRAINING & EDUCATION	\$ 500	\$ -
	Staff-Conferences/ Training	500	-
	Total	500	-
20-4265	TRAVEL/MEETINGS	\$ 200	\$ -
	Staff-Travel Exp	100	-
	Staff-Local Meeting Expense	100	-
	Total	200	-
20-4273	VEHICLE - GAS & OIL	\$ 1,000	\$ -
CONTRACTUAL SERVICES			
20-4325	CONSULTING/PROFESSIONAL SERVICES	80,200	-
	Electrical Inspections	9,000	-
	Building & Plumbing Inspections	21,500	-
	Engineering Services	4,500	-
	Contingency	1,200	-
	Web Q & A Module licensing	1,900	-
	Zoning Map Convert to GIS	500	-
	Code Enforcement Services	41,600	-
	Total	80,200	-

Account #	Description			Department Maintenance Budget Request	City Council Discretionary Expenditures
CONTRACTUAL SERVICES cont					
20-4328	CONSULTING PROFESSIONAL REIMB			\$ 68,000	\$ -
	Engineering Services		24,000		-
	Building Plan Review		30,000		-
	Elevator Inspections		3,000		-
	Lawn Cutting		6,000		-
	Legal Fees		<u>5,000</u>		-
		Total	68,000		-
CAPITAL PURCHASES					
20-4815	EQUIPMENT			\$ -	\$ -
		Total		\$ 953,058	\$ -

City of Darien

3/21/2022

POLICE DEPARTMENT BUDGET FISCAL YEAR 2022-2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 ESTIMATED ACTUAL	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
PERSONNEL								
SALARIES-CIVILIANS	\$ 446,000	\$ 473,764	\$ 465,244	\$ 489,852	\$ 489,852	\$ -	\$ 501,583	\$ 511,202
SALARIES-OFFICERS	\$ 3,688,817	\$ 3,849,207	\$ 3,746,595	\$ 3,957,912	\$ 3,957,912	\$ -	\$ 4,107,839	\$ 4,263,641
OVERTIME	\$ 317,744	\$ 478,460	\$ 411,349	\$ 499,453	\$ 482,453	\$ 17,000	\$ 477,000	\$ 487,000
SUB-TOTAL	\$ 4,452,561	\$ 4,801,431	\$ 4,623,188	\$ 4,947,217	\$ 4,930,217	\$ 17,000	\$ 5,086,422	\$ 5,261,843
BENEFITS								
SOCIAL SECURITY	\$ 26,234	\$ 29,420	\$ 29,101	\$ 30,371	\$ 30,371	\$ -	\$ 30,978	\$ 31,598
MEDICARE	\$ 59,559	\$ 65,004	\$ 66,616	\$ 71,735	\$ 71,735	\$ -	\$ 74,604	\$ 77,588
IMRF	\$ 51,864	\$ 62,161	\$ 53,569	\$ 46,570	\$ 46,570	\$ -	\$ 47,501	\$ 48,451
MEDICAL/LIFE INSURANCE	\$ 461,812	\$ 585,575	\$ 480,299	\$ 509,458	\$ 509,458	\$ -	\$ 551,653	\$ 597,434
POLICE PENSION	\$ 1,920,922	\$ 2,097,211	\$ 2,114,384	\$ 2,114,355	\$ 2,114,355	\$ -	\$ 2,283,503	\$ 2,489,018
SUPPLEMENTAL PENSION	\$ 42,046	\$ 48,000	\$ 37,429	\$ 44,400	\$ 44,400	\$ -	\$ 48,000	\$ 48,000
SUB-TOTAL	\$ 2,562,437	\$ 2,887,371	\$ 2,781,398	\$ 2,816,889	\$ 2,816,889	\$ -	\$ 3,036,239	\$ 3,292,089
OPERATING COSTS								
ANIMAL CONTROL	\$ -	\$ 1,500	\$ 1,290	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 1,500
AUXILIARY POLICE	\$ -	\$ 2,000	\$ 1,000	\$ 2,000	\$ 1,000	\$ 1,000	\$ 5,000	\$ 5,000
BOARDS & COMMISSIONS	\$ 24,508	\$ 12,300	\$ 15,986	\$ 11,250	\$ 10,250	\$ 1,000	\$ 31,050	\$ 10,050
DUES & SUBSCRIPTIONS	\$ 2,316	\$ 3,150	\$ 2,964	\$ 2,950	\$ 650	\$ 2,300	\$ 3,000	\$ 3,025
INVESTIGATION & EQUIP.	\$ 20,963	\$ 47,674	\$ 45,546	\$ 59,030	\$ 59,030	\$ -	\$ 53,200	\$ 53,200
LIABILITY INSURANCE	\$ 32,861	\$ 67,770	\$ 80,835	\$ 93,020	\$ 93,020	\$ -	\$ 91,020	\$ 91,020
MAINTENANCE-EQUIPMENT	\$ 33,197	\$ 21,100	\$ 20,734	\$ 23,450	\$ 23,450	\$ -	\$ 22,200	\$ 22,200
MAINTENANCE-VEHICLE	\$ 32,035	\$ 31,600	\$ 42,949	\$ 29,300	\$ 29,300	\$ -	\$ 26,350	\$ 29,150
POSTAGE/MAILINGS	\$ 1,229	\$ 4,300	\$ 1,553	\$ 4,300	\$ 4,300	\$ -	\$ 4,300	\$ 4,300
PRINTING & FORMS	\$ 643	\$ 1,500	\$ 1,210	\$ 1,500	\$ 1,500	\$ -	\$ 1,500	\$ 1,500
PUBLIC RELATIONS	\$ 1,232	\$ 3,500	\$ 3,160	\$ 3,500	\$ -	\$ 3,500	\$ 4,500	\$ 4,500
RENT-EQUIPMENT	\$ 1,300	\$ 5,800	\$ 1,550	\$ 5,800	\$ 2,800	\$ 3,000	\$ 6,000	\$ 6,000
SUPPLIES-OFFICE	\$ 4,547	\$ 7,000	\$ 4,500	\$ 7,000	\$ 7,000	\$ -	\$ 6,500	\$ 6,500
TRAINING & EDUCATION	\$ 27,160	\$ 39,475	\$ 33,970	\$ 57,540	\$ 47,240	\$ 10,300	\$ 60,000	\$ 60,000
TRAVEL/MEETINGS	\$ 2,022	\$ 14,400	\$ 4,419	\$ 18,500	\$ 13,000	\$ 5,500	\$ 18,900	\$ 18,900
TELEPHONE	\$ 12,308	\$ 15,500	\$ 13,035	\$ 15,500	\$ 15,500	\$ -	\$ 15,500	\$ 15,500
UNIFORMS	\$ 48,743	\$ 49,200	\$ 44,787	\$ 46,000	\$ 46,000	\$ -	\$ 53,250	\$ 49,850
UTILITIES - GAS/ELECTRIC	\$ 7,606	\$ 8,000	\$ 9,040	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ 8,000
VEHICLE GAS & OIL	\$ 69,133	\$ 75,000	\$ 84,375	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	\$ 80,000
SUB-TOTAL	\$ 321,803	\$ 410,769	\$ 412,903	\$ 465,140	\$ 438,540	\$ 26,600	\$ 486,770	\$ 470,195
CONTRACTUAL								
BAD DEBT EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSULTING/PROF.SERV.	\$ 324,632	\$ 492,350	\$ 505,466	\$ 497,850	\$ 490,350	\$ 7,500	\$ 507,210	\$ 530,733
DUMEG/FIAT/CHILD CENTER	\$ 7,500	\$ 25,200	\$ 25,180	\$ 27,700	\$ 27,700	\$ -	\$ 25,200	\$ 25,200
SUB-TOTAL	\$ 332,132	\$ 517,550	\$ 530,646	\$ 525,550	\$ 518,050	\$ 7,500	\$ 532,410	\$ 555,933
CAPITAL								
EQUIPMENT	\$ 20,962	\$ -	\$ 21,965	\$ 20,000	\$ 20,000	\$ -	\$ 225,000	\$ 825,000
SUB-TOTAL	\$ 20,962	\$ -	\$ 21,965	\$ 20,000	\$ 20,000	\$ -	\$ 225,000	\$ 825,000
TOTAL EXPENDITURES	\$ 7,689,895	\$ 8,617,121	\$ 8,370,099	\$ 8,774,796	\$ 8,723,696	\$ 51,100	\$ 9,366,841	\$ 10,405,060

2022-2023 BUDGET SUMMARY

	Maintenance	Discretionary
SALARIES	\$ 4,930,217	\$ 17,000
BENEFITS	\$ 2,816,889	\$ -
OPERATING COSTS	\$ 438,540	\$ 26,600
CONTRACTUAL	\$ 518,050	\$ 7,500
CAPITAL	\$ 20,000	\$ -
TOTAL	\$ 8,723,696	\$ 51,100

Account #	Description			Department Maintenance Budget Request	City Council Discretionary Expenditures
<u>SALARIES</u>					
40-4010	SALARIES - CIVILIANS			\$ 489,852	\$ -
	Records Clerk (4)		\$ 262,840		\$ -
	Administrative Manager		\$ 91,773		\$ -
	Records Clerk (Part Time)		\$ 22,270		\$ -
	CSO (3) (Part Time)		\$ 69,515		\$ -
	Property Clerk (Part Time)		\$ 22,828		\$ -
	Merit Bonus		\$ 20,625		\$ -
		Total	\$ 489,852		\$ -
40-4020	SALARIES - OFFICERS			\$ 3,957,912	\$ -
	Union Salaries (32 members)		\$ 3,403,998		\$ -
	Non-Union Salaries (2 members)		\$ 306,444		\$ -
	Holiday Bonus		\$ 109,126		\$ -
	Officer in Charge		\$ 6,000		\$ -
	Outside Details		\$ 45,000		\$ -
	Holiday Pay		\$ 81,844		\$ -
	Merit Bonus		\$ 5,500		\$ -
		Total	\$ 3,957,912		\$ -
40-4030	OVERTIME			\$ 482,453	\$ 17,000
	General		\$ 300,350		\$ -
	Darien Fest		\$ -		\$ 12,000
	4th July Parade		\$ -		\$ 5,000
	Comp Sell Back		\$ 167,639		\$ -
	K-9 fixed OT		\$ 14,465		\$ -
		Total	\$ 482,453		\$ 17,000
<u>BENEFITS</u>					
40-4110	SOCIAL SECURITY			\$ 30,371	\$ -
40-4111	MEDICARE			\$ 71,735	\$ -
40-4115	IMRF			\$ 46,570	\$ -
40-4120	MEDICAL/LIFE INSURANCE			\$ 509,458	\$ -
40-4130	POLICE PENSION			\$ 2,114,355	\$ -
40-4135	SUPPLEMENTAL PENSION			\$ 44,400	\$ -

Account #	Description			Department Maintenance Budget Request	City Council Discretionary Expenditures
OPERATING					
40-4201	ANIMAL CONTROL			\$ 1,500	\$ -
40-4203	AUXILIARY POLICE			\$ 1,000	\$ 1,000
	General		\$ 1,000		\$ -
	Uniforms		\$ -		\$ 500
	Vests		\$ -		\$ 500
		Total	\$ 1,000		\$ 1,000
40-4205	BOARDS & COMMISSION			\$ 10,250	\$ 1,000
	Hiring Expenses		\$ 10,000		\$ -
	Police Officer List		\$ -		\$ -
	Training & Assoc.		\$ -		\$ 1,000
	Sergeant List		\$ -		\$ -
	Supplies		\$ 250		\$ -
		Total	\$ 10,250		\$ 1,000
40-4213	DUES & SUBSCRIPTIONS			\$ 650	\$ 2,300
	Dues		\$ -		\$ 2,300
	Subscriptions		\$ 650		\$ -
		Total	\$ 650		\$ 2,300
40-4217	INVESTIGATION & EQUIPMENT			\$ 59,030	\$ -
	Range (Ammunition & Supplies)		\$ 35,530		\$ -
	Batteries		\$ 600		\$ -
	Evidence Supplies		\$ 3,000		\$ -
	Canine Food/Equipment		\$ 1,500		\$ -
	Investigative Services		\$ 8,000		\$ -
	Leads-On-Line		\$ 2,400		\$ -
	Prisoner Needs		\$ 500		\$ -
	BEAST Software		\$ 1,500		\$ -
	Thompson-Rueters		\$ 4,500		\$ -
	Peer Jury		\$ 1,500		\$ -
		Total	\$ 59,030		\$ -
40-4219	LIABILITY INSURANCE			\$ 93,020	\$ -
	Legal		\$ 20,000		\$ -
	Prosecution		\$ 36,000		\$ -
	PPE / First Aid		\$ 7,000		\$ -
	Fire Extinguishers		\$ 2,000		\$ -
	Wellness Fair		\$ 2,000		\$ -
	Deductibles		\$ 15,000		\$ -
	Administrative Judge		\$ 10,000		\$ -
	Gas Mask Testing		\$ 1,020		\$ -
		Total	\$ 93,020		\$ -
40-4225	MAINTENANCE - EQUIPMENT			\$ 23,450	\$ -
	K9 (Veterinarian)		\$ 1,500		\$ -
	Office Equipment		\$ 4,000		\$ -
	Portable Radios		\$ 3,300		\$ -
	Copier Service		\$ 2,000		\$ -
	Radar Sign Maintenance		\$ 3,000		\$ -
	Fontline		\$ 3,200		\$ -
	Laserfitche		\$ 700		\$ -
	APB Net (Critical Reach)		\$ 450		\$ -
	Biohazard Cleanup		\$ 1,100		\$ -
	Video Surveillance Licensing		\$ 1,700		\$ -
	i-Touch Maintenance		\$ 2,500		\$ -
		Total	\$ 23,450		\$ -

Account #	Description				Department Maintenance Budget Request		City Council Discretionary Expenditures
40-4229	MAINTENANCE VEHICLES				\$ 29,300		\$ -
	Car Washes		\$ 4,000			\$ -	
	Repairs		\$ 15,000			\$ -	
	Tires		\$ 5,000			\$ -	
	Registrations		\$ 1,200			\$ -	
	Radios / Lights / Sirens		\$ 2,000			\$ -	
	WatchGuard License		\$ 2,100			\$ -	
		Total	\$ 29,300			\$ -	
40-4233	POSTAGE/MAILINGS				\$ 4,300		\$ -
40-4235	PRINTING & FORMS				\$ 1,500		\$ -
40-4239	PUBLIC RELATIONS				\$ -		\$ 3,500
	Materials & Supplies		\$ -			\$ 3,500	
		Total	\$ -			\$ 3,500	
40-4243	RENT - EQUIPMENT				\$ 2,800		\$ 3,000
	Range Rental Fees		\$ 2,800			\$ -	
	Rentals		\$ -			\$ 3,000	
		Total	\$ 2,800			\$ 3,000	
40-4253	SUPPLIES - OFFICE				\$ 7,000		\$ -
40-4263	TRAINING & EDUCATION				\$ 47,240		\$ 10,300
40-4265	TRAVEL/MEETINGS				\$ 13,000		\$ 5,500
	Training Meals		\$ 4,000			\$ -	
	NEMRT In House		\$ 500			\$ -	
	Lodging		\$ 7,100			\$ 4,500	
	Meetings (Supplies)		\$ 400			\$ -	
	Professional Meetings		\$ -			\$ 1,000	
	Mileage Reimbursement		\$ 1,000			\$ -	
		Total	\$ 13,000			\$ 5,500	
40-4267	TELEPHONE				\$ 15,500		\$ -
	EVDO Verizon		\$ 12,500			\$ -	
	Comcast-Internet		\$ 2,500			\$ -	
	Language Line		\$ 500			\$ -	
		Total	\$ 15,500			\$ -	
40-4269	UNIFORMS				\$ 46,000		\$ -
	Allowance		\$ 30,600			\$ -	
	Non-Sworn		\$ 1,000			\$ -	
	Repl. Vests		\$ 4,000			\$ -	
	New Officers (4)		\$ 8,000			\$ -	
	SWAT Uniforms		\$ 1,400			\$ -	
	Badges		\$ 1,000			\$ -	
		Total	\$ 46,000			\$ -	
40-4271	UTILITIES - GAS/ELECTRIC/SEWER				\$ 8,000		\$ -
	Nicor		\$ 6,000			\$ -	
	Sewer		\$ 2,000			\$ -	
		Total	\$ 8,000			\$ -	

Account #	Description			Department Maintenance Budget Request	City Council Discretionary Expenditures
40-4273	VEHICLE - GAS & OIL			\$ 75,000	\$ -
CONTRACTUAL SERVICES					
40-4325	CONSULTING/PRO. SERVICES			\$ 490,350	\$ 7,500
	Lexipol		\$ 8,800	\$ -	
	DuCOMM		\$ 430,000	\$ -	
	DuJIS (CAD/RMS/FBR)		\$ 46,050	\$ -	
	Crime Analyst Consulting		\$ -	\$ 7,500	
	Mental Health Examinations		\$ 5,500	\$ -	
		Total	\$ 490,350	\$ 7,500	
40-4337	DUMEG/FIAT/CHILD CENTER			\$ 27,700	\$ -
	MERIT		\$ 6,500	\$ -	
	Children's Center		\$ 3,500	\$ -	
	DuMEG		\$ 17,700	\$ -	
		Total	\$ 27,700	\$ -	
CAPITAL PURCHASES					
40-4815	EQUIPMENT			\$ 20,000	\$ -
	contingency fye 23 and 24		\$ 20,000		
	5 admin vehicles fye 24		\$ -		
		Total	\$ 20,000	\$ -	
		TOTAL		\$ 8,723,696	\$ 51,100

City of Darien

3/21/2022

MUNICIPAL SERVICES STREETS/ENGINEERING BUDGET FISCAL YEAR 2022-2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 ESTIMATED ACTUAL	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
PERSONNEL								
SALARIES	\$ 693,706	\$ 741,730	\$ 674,183	\$ 736,235	\$ 736,235	\$ -	749,959	763,959
OVERTIME	39,034	78,000	78,000	78,000	78,000	-	78,000	78,000
SUB-TOTAL	732,740	819,730	752,183	814,235	814,235	-	827,959	841,959
BENEFITS								
SOCIAL SECURITY	40,252	45,987	46,635	65,673	65,673	-	66,986	68,326
MEDICARE	9,502	10,755	10,907	11,529	11,529	-	11,759	11,994
IMRF	76,418	90,617	98,536	101,863	101,863	-	103,900	105,978
MEDICAL/LIFE INSURANCE	36,647	149,749	148,048	158,095	158,095	-	165,999	174,299
SUPPLEMENTAL PENSION	2,308	2,400	2,400	2,400	2,400	-	2,400	2,400
SUB-TOTAL	165,127	299,508	306,526	339,558	339,558	-	351,044	362,997
OPERATING COSTS								
LIABILITY INSURANCE	25,354	30,529	23,000	30,529	23,029	7,500	31,680	32,889
MAINTENANCE-BUILDINGS	101,975	151,936	150,000	230,186	135,186	95,000	77,440	187,740
MAINTENANCE-EQUIPMENT	21,321	43,000	38,000	39,000	39,000	-	40,539	41,958
MAINTENANCE-VEHICLE	74,658	55,000	99,000	75,000	75,000	-	76,125	77,267
POSTAGE-MAILING	517	750	750	750	750	-	750	750
RENT - EQUIPMENT	10,470	20,700	15,000	47,700	41,500	6,200	45,880	46,063
SUPPLIES-OFFICE	935	13,903	13,000	3,403	3,403	-	2,658	2,711
SUPPLIES-OTHER	68,542	142,765	130,000	196,765	184,765	12,000	140,000	185,424
SMALL TOOLS/EQUIPMENT	1,815	67,850	68,000	24,800	3,800	21,000	3,850	3,850
TRAINING & EDUCATION	2,189	7,800	2,000	8,600	-	8,600	4,400	4,400
TRAVEL	-	-	-	-	-	-	-	-
TELEPHONE	-	-	-	-	-	-	-	-
UNIFORMS	4,222	6,446	5,900	6,446	6,446	-	6,446	6,446
UTILITIES - GAS/ELECTRIC	7,753	6,400	6,200	12,400	6,400	6,000	12,400	12,400
VEHICLE GAS & OIL	46,520	57,210	55,000	57,210	57,210	-	58,640	60,399
SUB-TOTAL	366,271	604,289	605,850	732,789	576,489	156,300	500,809	662,297
CONTRACTUAL SERVICES								
CONSULTING/PROFESS.	32,053	10,750	16,000	10,750	10,750	-	13,150	8,500
CONSULTING/PROFESS.-REIMB	-	-	-	-	-	-	-	-
JANITORIAL SERVICE	-	-	-	-	-	-	-	-
FORESTRY	92,359	222,309	200,000	130,230	9,825	120,405	117,222	114,274
STREETLIGHT OPER/MAINT	38,784	44,000	35,000	79,000	44,000	35,000	42,000	42,000
MOSQUITO ABATEMENT	41,700	41,700	41,700	41,700	41,700	-	41,700	41,700
RESIDENTIAL CONCRETE PROGRAM	-	-	29,000	-	-	-	-	-
STREET SWEEPING	21,508	40,734	44,000	44,750	44,750	-	44,750	55,200
DRAINAGE PROJECTS	16,876	430,701	241,500	135,500	20,000	115,500	95,000	95,000
TREE TRIMMING	140,786	157,875	165,000	240,750	240,750	-	246,750	246,750
SUB-TOTAL	384,066	948,069	772,200	682,680	411,775	270,905	600,572	603,424
CAPITAL								
CAPITAL IMPROVEMENTS	-	-	-	-	-	-	-	-
EQUIPMENT	5,323	372,150	147,150	1,095,000	250,000	845,000	425,000	277,500
PURCHASE OF PROPERTY	-	-	-	-	-	-	-	-
SUB-TOTAL	5,323	372,150	147,150	1,095,000	250,000	845,000	425,000	277,500
DEBT RETIREMENT								
DEBT RETIRE	-	-	-	-	-	-	-	-
DEBT RETIRE - PROPERTY	-	-	-	-	-	-	-	-
SUB-TOTAL	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 1,653,527	\$ 3,043,746	\$ 2,583,909	\$ 3,664,262	\$ 2,392,057	\$ 1,272,205	\$ 2,705,385	\$ 2,748,177

FYE 2023 BUDGET SUMMARY

	Maintenance	Discretionary
SALARIES	\$ 814,235	\$ -
BENEFITS	\$ 339,558	\$ -
OPERATING COSTS	\$ 576,489	\$ 156,300
CONTRACTUAL	\$ 411,775	\$ 270,905
CAPITAL	\$ 250,000	\$ 845,000
DEBT RETIREMENT	\$ -	\$ -
TOTAL	<u>\$ 2,392,057</u>	<u>\$ 1,272,205</u>

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
SALARIES			
30-4010	SALARIES (+\$245k in MFT)	\$ 736,235	\$ -
30-4030	OVERTIME	\$ 78,000	\$ -
BENEFITS			
30-4110	SOCIAL SECURITY	\$ 65,673	\$ -
30-4111	MEDICARE	\$ 11,529	\$ -
30-4115	IMRF	\$ 101,863	\$ -
30-4120	MEDICAL/LIFE INSURANCE	\$ 158,095	\$ -
30-4135	SUPPLEMENTAL PENSION	\$ 2,400	\$ -
OPERATING			
30-4219	LIABILITY INSURANCE	\$ 23,029	\$ 7,500
	Deductible	5,250	-
	Safety Boots 12	2,898	-
	Rubber Boots 12	1,890	-
	Safety Vests 22	441	-
	Safety Glasses Gloves 22	504	-
	Wellness Fair & Flu Shots	551	-
	Air Mask Testing	606	-
	Hepat. Shots	347	-
	Legal Fees	1,050	-
	SAMI	1,103	-
	Hospital SAMI Review	1,103	-
	Fire Extinguisher Maint.	606	-
	DPC-Stormwater Fee	1,213	-
	CDL-Reimbursement	364	-
	Fuel Tank -Insurance	3,780	-
	Safety Lane	1,323	-
	AED EQUIP AND TRAINING	-	7,500
	Total	23,029	7,500
30-4223	MAINTENANCE - BUILDING	\$ 135,186	\$ 95,000
	Base Maintenance PD and City Hall	37,250	-
	CH - Monitor/radio (ADS)	210	-
	PD - Monitor/radio (ADS)	210	-
	CH Sprinkler Inspection Fox Valley	75	-
	PD Sprinkler Inspection Fox Valley	75	-
	Fire Inspection (PD)	150	-
	Fire Inspection (CH)	113	-
	PW - Burglar/Fire/Inspection - \$406.86 per quarter	814	-
	HVAC Service Contract PD Automated Logic	1,000	-
	HVAC Annual Service Contract PD Amber Mechanical May 1, 2020 -April 30, 2026	9,740	-
	Elevator PD and City Hall	2,250	-
	Boiler Insp	315	-
	Cleaning Supplies City Hall and PD	3,200	-
	Sanitizing Chemicals/Sprayers/Masks/Gloves/HandSanitizer	10,000	-
	Garage Door Maint. Cost	1,000	-
	HVAC 2 Units PW 1/2 Water	1,000	-
	Housekeeping	535	-
	Cups, Supplies	250	-
	City Hall Plowing and Salt	7,000	-
	Generator Maint-City Hall PD & PW	6,500	-
	Fuel Pump Maintenance Cost Share with Water \$2000	1,000	-

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
	Pest Extermination City Hall and PD	3,000	-
	4 Additional Delcing Chemical Tanks	-	50,000
	Replace Elevator-Police Dep FYE 25	-	-
	City Hall Balcony-Architectural and Buildout	-	30,000
	75th & Cass (NW corner) Waterfall Wall	2,000	-
	City Hall/Police Department Plantings	-	15,000
	Police Department Brick Retaining Walls	30,000	-
	City Hall furnace replacement	17,500	-
		total	95,000
30-4225	MAINTENANCE EQUIPMENT	\$ 39,000	\$ -
	Brush Chipper Parts	3,700	-
	Mower Parts, Blades	3,000	-
	Small Machine repairs	3,000	-
	Grease/Oil/Lubricants	4,500	-
	Small Equip/Parts	5,000	-
	Office Equip/Part	2,000	-
	Plow Blades	6,000	-
	Tornado Sirens	2,000	-
	Off Road Machinery End Loaders-High Lift-Misc	5,000	-
	Mechanics Supplies-Fittings, Hoses, Manuals, Aersosol Products	4,800	-
		Total	-
30-4229	MAINTENANCE VEHICLES	\$ 75,000	\$ -
	General Maintenance-Vehicle	\$ 75,000	\$ -
30-4233	POSTAGE/MAILINGS	\$ 750	\$ -
30-4243	RENT - EQUIPMENT	\$ 41,500	\$ 6,200
	Small Equip	2,500	-
	Tub Grinder	-	6,200
	Sewer Jetting - "Emergencies"	12,000	-
	Vactor Rental - 2 months @ \$13,500/month	27,000	-
		Total	6,200
OPERATING CONT.			
30-4253	SUPPLIES - OFFICE	\$ 3,403	\$ -
	Paper,Pens, etc.	250	\$ -
	Copy Paper	350	\$ -
	Plain Paper	153	\$ -
	Ink Cartridges	1,000	\$ -
	File Folders	50	\$ -
	Plotter Paper	600	\$ -
	New Office Fax Machine	\$ 1,000	\$ -
		Total	-
30-4257	SUPPLIES - OTHER	\$ 184,765	\$ 12,000
	Signs & Accessories	6,000	-
	Banner Replacements	5,000	-
	Winter Banner Replacements	-	11,000
	Barricade maintenance	3,800	-
	Road Construction and lane closed signs and barricades/bases	3,000	-
	Storm Sewer supplies	14,000	-
	Contractual Landscape Restoration Services	20,000	-
	Top Soils	4,600	-
	Hot/Cold Asphalt Material and Restoration	17,500	-
	Sod/Seed	5,000	-
	Fabric Blanket	3,000	-
	Gases	1,000	-
	Barricade rental 7/4	-	1,000
	Mailboxes-REIMBURSABLE	3,400	-
	Mailboxes-Public Works	4,365	-
	Anti-icing/de-icing	62,000	-
	Refuse for Restorations	6,000	-
	Asphalt Restoration	21,500	-
	3 flashing stop signs	4,600	-
		Total	12,000
30-4259	SMALL TOOLS & EQUIPMENT	\$ 3,800	\$ 21,000
	Mechanic Tools	1,100	-
	Operating Tools	1,500	-
	Hand Power Tools	1,200	-

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
	Mobile Mechanic Tool Box R&R	-	15,000
	Grass Blowers	-	1,000
	Polesaws & Chainsaws	-	5,000
	Total	3,800	21,000
30-4263	TRAINING & EDUCATION	\$ -	\$ 8,600
	Tuition Reimbursement	-	1,000
	Arborist Training	-	1,500
	Management seminars	-	300
	APWA	-	150
	Machine Operator Training	-	950
	NIPSTA Northeastern Illinois Public Safety Training	-	500
	First Aid Training	-	1,700
	Training AED	-	2,500
	Total	-	8,600
30-4269	UNIFORMS	\$ 6,446	\$ -
	12 @ 475.00 Per person	5,700	-
	1 @ \$246 Per Person	246	-
	Part Time Shirts 10 @ \$10 ea x 5	500	-
	Total	6,446	-
OPERATING CONT.			
30-4271	UTILITIES - GAS/ELECTRIC/SEWER	\$ 6,400	\$ 6,000
	Elec,Gas,Wtr,Sewer	5,100	-
	Darien Pointe Com Ed	1,300	-
	Verizon Service (sim/phone)	-	6,000
	Total	6,400	6,000
30-4273	VEHICLE - GAS & OIL	\$ 57,210	\$ -
	NO LEAD	12,255	-
	DIESEL	36,550	-
	OIL 4100 QUARTS	8,405	-
	Total	57,210	-
CONTRACTUAL SERVICES			
30-4325	CONSULTING/PROFESSIONAL SERVICES	\$ 10,750	\$ -
	Drainage Concerns	\$ 3,500	\$ -
	NPDES Fee	\$ 1,000	\$ -
	Dale Basin -Wetland Management	\$ 3,750	\$ -
	Misc PW Engineering Consult	\$ 2,500	\$ -
	Total	10,750	-
30-4350	FORESTRY	\$ 9,825	\$ 120,405
	Fertilize-Sec 1-75TH -N, S rows/ medians Plainfield-Cass and Cass to 75TH	-	13,120
	Fertilization-Section II-A-City Hall-Police Dept. 1/2 to Water	-	192
	Fertilization-Section II-B-Public Works Facility 1/2 to Water	-	465
	Fertilization-Section III-Basins	-	8,320
	Fertilization-Section IV-A-75th St. Landscape Beds	-	285
	Fertilization-Section IV-B-Roadside City Entrance Signs	-	300
	Fertilization-Section IV-C-Clock Tower-Turf Area	-	260
	Fertilization-Section IV-C-Clock Tower Mulch Beds	-	225
	Fertilization Tree 75th St.	-	85
	Weed Control Rip-Rap Areas	-	3,400
	75th Street PlantersMulch Areas-Weeding 8 Locations ITEM A	-	14,903
	Entrance Signs-Mulch/Weed 8 areas ITEM B-Including Evergreen Plant Area	-	5,300
	Clock Tower-Mulch Areas-Weeding 1 Location ITEM C	-	11,250
	City Hall Complex-Mulch Areas-Rock Landscaping 1 Location ITEM D	-	8,300
	Plant Contingency	-	20,000
	Hand Tools-Forestry	1,000	-
	Tree Anchring Kits	1,000	-
	Tree Water Bag R&R	1,000	-
	Clock Tower - Paver Brick Walkway maintenance	-	5,000
	Tree Repl. 75th Street	-	2,000
	Residential 50/50 prog.Res Portion-Reim	-	2,000
	Residential 50/50 prog. City Portion	4,000	-
	General Tree Replacement	-	25,000
	Pine Parkway Island Mowing -Assoc pays half CITY EXPENSE	825	-
	Crest Basin R&R Evergreens treatment	2,000	-
	Total	9,825	120,405

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
30-4359	STREET LIGHT OPER & MAINT.	44,000	35,000
	Light Pole Repairs	32,000	-
	Street Light Requests	12,000	-
	Farmingdale Drive light replac.	-	35,000
	Total	44,000	35,000
30-4365	MOSQUITO ABATEMENT	\$ 41,700	\$ -
		\$ 41,700	
30-4373	STREET SWEEPING	\$ 44,750	\$ -
	May 11-19	8,540	-
	Sept 14-21	8,540	-
	Oct 26-Nov 16	16,470	-
	Emergency Sweeps	1,200	-
	Contingency	3,500	-
	Disposal	6,500	-
	Total	44,750	-
CONTRACTUAL SERVICES CONT.			
30-4374	DRAINAGE PROJECTS	\$ 20,000	\$ 115,500
	Annual rear yard -City Cost	-	73,000
	Farmingdale Drive Gabbion Basket Repairs	-	35,000
	Grates and fence for Portsmouth Drainage	-	22,500
	Misc. Drainage Projects	20,000	-
	Total	20,000	130,500
30-4375	TREE TRIMMING	\$ 240,750	\$ -
	1750 Trees	145,250	-
	Removals	55,000	-
	Stump Removal	15,500	-
	Emerald Ash Borer Removal of Dead Branches and Total Removals-ENTIRE TOWN	5,000	-
	Emergency-Storm/Hazards	15,000	-
	Restoration due to removals	5,000	-
	Total	240,750	-
30-4381	RESIDENTIAL CONCRETE PROGRAM	\$ -	\$ -
CAPITAL PURCHASES			
30-4810	IMPROVEMENTS	\$ -	-
		-	-
		-	-
		-	-
30-4815	EQUIPMENT	250,000	845,000
	Tractor #206 - Trackless MT5 Sidewalk Plow FYE 23	250,000	-
	Tractor #208 - MacLean MV2 Sidewalk Plow FYE 24	-	-
	Truck #110 - 9-ton Dump/Chipper/Plow Truck FYE 23	-	305,000
	Truck #112 - 1-ton Dump/Plow Truck FYE 24	-	-
	Equipment #309 - Concrete mixer FYE 24	-	-
	Truck #111 - Ford F-550 Body w Crane - Sign Truck FYE 25	-	-
	Tractor #202 - Kubota Zero Turn Mower FYE 25	-	-
	Equipment 3305 - Tow Behind Air Compressor FYE 25	-	-
	Truck # 600 - Mechanics Truck FYE 25	-	-
	Truck #103 - 9-ton Dump/Chipper/Plow Truck FYE 23	-	305,000
	9 Truck #109 - 9 Ton Dump Truck & Snow Plow FYE 23	-	235,000
	Total	250,000	845,000
30-4890	PURCHASE OF PROPERTY	\$ -	\$ -
		\$ -	\$ -
DEBT RETIREMENT			
30-4905	DEBT RETIRE - PROPERTY	\$ -	\$ -
30-4945	DEBT RETIRE - PROPERTY	\$ -	\$ -
	Total	\$ 2,392,057	\$ 1,272,205

City of Darien

3/21/2022

CAPITAL PROJECTS FUND BUDGET FOR THE YEAR 2022-2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 ESTIMATED ACTUAL	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
REVENUE								
TRANSFER FROM GEN FUND	3,600,000	2,100,000	3,900,000	3,800,000	3,800,000	-	1,200,000	500,000
MISC REV	-	50,000	-	-	-	-	-	-
PROPERTY TAXES	195,749	195,560	196,000	192,490	192,490	-	113,420	-
GRANTS/REIMBURSEMENTS	45,837	50,000	1,774,000	1,570,100	1,470,100	100,000	-	-
STORM WATER FUND TRANSFER	-	-	-	-	-	-	-	-
BONDS	-	-	-	-	-	-	-	-
INTEREST INCOME	20,760	3,000	5,500	5,000	5,000	-	5,000	5,000
TOTAL REVENUES	\$ 3,862,346	\$ 2,398,560	\$ 5,875,500	\$ 5,567,590	\$ 5,467,590	\$ 100,000	\$ 1,318,420	\$ 505,000
CAPITAL								
DITCH/DRAINAGE PROJECTS	144,417	536,150	417,660	1,866,200	35,000	1,831,200	-	-
SIDEWALK REPLACEMENT	91,008	178,700	113,706	1,091,160	461,160	630,000	889,741	907,791
CRACK SEAL (in MFT)	-	221,250	220,673	-	-	-	-	-
CURB & GUTTER PROGRAM	106,247	564,750	342,204	620,855	620,855	-	535,000	540,490
EQUIPMENT/OTHER PROJECTS	1,207	343,675	290,000	465,000	-	465,000	-	10,000
STREET RECONSTRUCTION	-	25,000	-	1,588,000	1,588,000	-	1,711,500	1,713,000
BOND PAYMENT	194,190	195,460	195,460	192,490	192,490	-	113,420	1,000
CONSULTING/PROF SERVICES	6,425	61,500	12,740	61,500	61,500	-	51,500	51,500
ECONOMIC INCENTIVE	246,993	-	-	-	-	-	-	-
SUB-TOTAL	790,487	2,126,485	1,592,443	5,885,205	2,959,005	2,926,200	3,301,161	3,223,781
TOTAL EXPENDITURES	\$ 790,487	\$ 2,126,485	\$ 1,592,443	\$ 5,885,205	\$ 2,959,005	\$ 2,926,200	\$ 3,301,161	\$ 3,223,781
FISCAL YEAR CHANGE	3,071,859	272,075	4,283,057	(317,615)	2,508,585	(2,826,200)	(1,982,741)	(2,718,781)
BEG FUND BALANCE	3,042,527	6,334,484	6,114,386	10,397,443			9,579,828	7,597,087
NET FISCAL YEAR CHANGE	3,071,859	272,075	4,283,057	(317,615)			(1,982,741)	(2,718,781)
ENDING FUND BALANCE	6,114,386	6,606,559	10,397,443	10,079,828			7,597,087	4,878,307
RESERVE BALANCE	-	(500,000)		(500,000)				
Available balance	6,114,386	6,106,559	10,397,443	9,579,828			7,597,087	4,878,307

FYE 2023 BUDGET SUMMARY

CAPITAL	Maintenance	Discretionary
	\$ 2,959,005	\$ 2,926,200
TOTAL	\$ 2,959,005	\$ 2,926,200

Account #	Description	Department Maintenance	Budget Request	City Council Discretionary Expenditures
CAPITAL				
25-35-4376	STORM WATER/DITCH PROJECTS		\$ 35,000	\$ 1,831,200
	Eleanor Place-Elm to 74th Street to Route 83	-		452,500
	Bentley Avenue 73rd Street to Tennessee Ave	-		482,000
	Andrus Road to Frontage Road	-		153,700
	Farmingdale Dams	35,000.00		
	Crest Rd. - 67th St. to Holly	-		593,000
	Ailsworth Pipe Replacement	-		150,000
	total	35,000		\$ 1,831,200
25-35-4380	SIDEWALK REPLACEMENTS		\$ 461,160	\$ 630,000
	Sidewalk Removal and Replacement	413,160		-
	ADA Sidewalk Removal and Replacement	48,000		-
	Clarendon Hills Rd Sidewalk 67th to Plainfield Road	-		450,000
	79th Street Sidewalk Cass to Stratford	-		180,000
	Total	461,160		630,000
25-35-4382	CRACK SEAL PROGRAM		-	-
25-35-4383	CURB & GUTTER PROGRAM		\$ 620,855	\$ -
	Curb and Gutter-City Wide-City Hall	579,600		-
	Aprons -Sidewalk and Driveway Public Works Related	25,530		-
	Sealer	15,725		-
	Total	620,855		-
25-35-4400	ECONOMIC INCENTIVE		\$ -	\$ -
25-35-4945	BOND PAYMENT		\$ 192,490	\$ -
25-35-4390	CAPITAL IMPROVEMENTS-INFRASTRUCTURE		-	465,000
	Natural Area Conversion Project -Elm Street Basin Engineering	-		5,000
	67th Street Traffic Signal	-		450,000
	83rd Street Light R&R	-		10,000
	total	-		465,000
25-35-4855	STREET RECONSTRUCTION/REHAB		\$ 1,588,000	\$ -
	Road Program	\$ 1,510,000		\$ -
	Selective Base Repair	\$ 78,000		\$ -
	total	\$ 1,588,000		\$ -
CAPITAL CONT.				
25-35-4325	Consulting/Professional		\$ 61,500	\$ -
	Street Eng Road Cores & Testing	\$ 35,000		\$ -
	Street Eng Bid Prep	\$ 16,500		\$ -
	Layout Engineering 67th Street Roadway Reconfiguration	\$ 10,000		\$ -
	total	\$ 61,500		\$ -
			\$ 2,959,005	\$ 2,926,200

CITY OF DARIEN

ENTERPRISE FUNDS BUDGET FISCAL YEAR

May 1, 2022 – April 30, 2023

**WATER FUND REVENUE BUDGET
WATER FUND BUDGET
WATER DEPRECIATION FUND BUDGET**

ENTERPRISE FUNDS

Enterprise Funds are established to account for the financing of self-supporting municipal activities which render services generally on a user charge basis to the general public. The significant characteristic of an enterprise fund is that the accounting system makes it possible to determine whether that particular service area is operated at a profit or a loss in accordance with the generally accepted accounting principles followed by private business concerns. The only enterprise fund operated by the City is the Water Fund.

The Water Depreciation Fund is established to set aside funds from each year's budget to cover replacement of the assets of the fund. Like private businesses, the Water Fund's assets are depreciated as a cost of providing water service. When available, funds are transferred to the Water Depreciation from the Water Operations Fund and held to fund the replacement of water infrastructure.

City of Darien

03/21/22

MUNICIPAL SERVICES WATER FUND BUDGET SUMMARY FISCAL YEAR ENDING 2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 EST ACT	FYE 23 REQUESTED	MAINTENANCE BUDGET REQUEST	COUNCIL DISCRETIONARY	FYE 24 FORECAST	FYE 25 FORECAST
REVENUE								
WATER SALES	\$ 8,116,705	\$ 7,804,453	\$ 7,860,035	\$ 7,816,003	\$ 7,816,003	\$ -	\$ 7,972,614	\$ 7,972,614
INSPECTION/TAP-ON/PERMITS	16,769	5,000	\$ 15,600	\$ 5,000	5,000	-	\$ 5,000	\$ 5,000
OTHER WATER SALES	1,084	1,000	9,000	\$ 1,000	1,000	-	\$ 1,000	\$ 1,000
METER SALES	4,060	1,000	\$ 1,305	\$ 1,000	1,000	-	\$ 1,000	\$ 1,000
FRONT FOOTAGE FEES	-	-	\$ -	\$ -	-	-	\$ -	\$ -
MISCELLANEOUS INCOME	-	-	-	-	-	-	-	-
INTEREST INCOME	-	3,500	\$ 2,400	\$ 1,500	1,500	-	\$ 1,000	\$ 750
TOTAL REVENUE	\$ 8,138,618	\$ 7,814,953	\$ 7,888,340	\$ 7,824,503	\$ 7,824,503	\$ -	\$ 7,980,614	\$ 7,980,364
Operating Expenditures	\$ 6,574,351	\$ 7,731,608	\$ 7,348,891	\$ 8,170,560	\$ 7,679,303	\$ 491,257	\$ 7,559,119	\$ 7,685,451
transfer to water deprc	\$ 800,000	\$ 1,200,000	\$ 1,200,000	\$ 1,500,000	\$ -	\$ -	\$ 750,000	\$ 500,000
TOTAL EXPENDITURES	\$ 7,374,351	\$ 8,931,608	\$ 8,548,891	\$ 9,670,560	\$ 7,679,303	\$ 491,257	\$ 8,309,119	\$ 8,185,451
FISCAL YEAR BALANCE	764,267	(1,116,655)	(660,551)	(1,846,057)	145,200	(491,257)	(328,505)	(205,087)
BEG CASH BALANCE	4,259,524	3,661,139	5,023,791	4,363,240	4,363,240	-	2,517,184	2,188,678
ENDING MODIFIED CASH BALANCE	5,023,791	2,544,484	4,363,240	2,517,184	4,508,441	(491,257)	2,188,678	1,983,591
RATE		fixed Fee \$10/bill		fixed Fee \$10/bill			fixed Fee \$10/bill	fixed Fee \$10/bill
		\$9.75/1000		\$9.75/1000			\$10.00/1000	\$10.00/1000

City of Darien

3/21/2022

MUNICIPAL SERVICES WATER FUND BUDGET FISCAL YEAR 2022-2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 EST ACT	FYE 23 BUD REQ	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY REVENUES	FYE 24 FORECAST	FYE 25 FORECAST
PERSONNEL								
SALARIES	\$ 524,446	\$ 599,104	\$ 589,600	\$ 619,797	\$ 619,797	\$ -	638,391	657,543
OVERTIME	87,620	90,000	90,000	90,000	90,000	-	90,000	90,000
SUB-TOTAL	612,066	689,104	679,600	709,797	709,797	-	728,391	747,543
BENEFITS								
SOCIAL SECURITY	36,460	43,344	43,437	44,007	44,007	-	44,888	45,785
MEDICARE	8,591	10,137	10,159	10,292	10,292	-	10,498	10,708
IMRF	93,848	91,637	70,059	70,980	70,980	-	72,399	73,847
MEDICAL/LIFE INSURANCE	80,071	130,312	108,430	115,788	115,788	-	118,104	120,466
SUPPLEMENTAL PENSION	2,308	2,400	2,400	2,400	2,400	-	2,400	2,400
SUB-TOTAL	221,278	277,830	234,484	243,467	243,467	-	248,289	253,206
OPERATING								
LIABILITY INSURANCE	157,930	226,470	204,000	211,720	211,720	-	216,152	220,166
MAINTENANCE-BUILDING	42,846	31,590	32,000	42,553	16,896	25,657	20,345	20,645
MAINTENANCE-EQUIPMENT	13,999	30,150	30,000	17,650	17,650	-	19,142	19,651
MAINTENANCE-WATER SYS.	166,385	274,975	275,000	428,125	358,125	70,000	201,628	206,244
POSTAGE & MAILING	1,400	1,600	1,600	1,600	1,600	-	1,656	1,714
QUALITY CONTROL	8,641	10,850	10,850	10,850	10,850	-	11,230	11,583
SUPPLIES-OFFICE	3,933	5,600	5,500	5,600	5,600	-	5,680	5,680
TRAINING & EDUCATION	1,409	5,150	2,400	6,150	5,150	1,000	5,429	5,470
TELEPHONE	5,859	9,950	10,450	13,550	9,950	3,600	13,550	13,550
UNIFORMS	2,611	3,825	3,800	3,825	3,825	-	3,940	4,058
UTILITIES/GAS & ELECTRIC	36,402	42,000	42,000	42,000	42,000	-	42,630	43,269
VEHICLE GAS & OIL	14,278	15,215	14,500	15,215	15,215	-	15,976	16,775
SUB-TOTAL	455,693	657,375	632,100	798,838	698,581	100,257	557,357	568,805
CONTRACTUAL								
AUDIT	11,513	11,513	13,450	11,513	11,513	-	12,500	12,500
CONSULTING/PROF SERV.	5,186	14,950	14,950	14,950	14,950	-	14,950	14,950
LEAK DETECTION	11,661	37,700	17,000	52,800	19,800	33,000	19,800	19,800
DATA PROCESSING	151,444	152,500	152,500	162,837	162,837	-	162,837	160,100
DUPAGE WATER COMM	4,825,827	4,901,111	4,620,932	4,816,183	4,816,183	-	4,862,671	4,955,647
SUB-TOTAL	5,005,631	5,117,774	4,818,832	5,058,282	5,025,282	33,000	5,072,758	5,162,997
CAPITAL								
EQUIPMENT	-	18,550	18,500	411,200	53,200	358,000	5,000	5,000
WATER METERS	14,079	27,000	27,000	5,000	5,000	-	5,000	5,000
SUB-TOTAL	14,079	45,550	45,500	416,200	58,200	358,000	10,000	10,000
TRANSFER								
GEN. FUND SERVICE CHARGE	250,000	250,000	250,000	250,000	250,000	-	250,000	250,000
WATER DEPRECIATION FUND	800,000	-	-	-	-	-	-	-
SUB-TOTAL	1,050,000	250,000	250,000	250,000	250,000	-	250,000	250,000
DEBT RETIREMENT								
DEBT RETIRE	682,875	693,975	688,375	693,975	693,975	-	692,325	692,900
SUB-TOTAL	682,875	693,975	688,375	693,975	693,975	-	692,325	692,900
TOTAL EXPENSES	\$ 8,041,622	\$ 7,731,608	\$ 7,348,891	\$ 8,170,560	\$ 7,679,303	\$ 491,257	7,559,119	7,685,451

2022-2023 BUDGET SUMMARY

	Maintenance	Discretionary
SALARIES	\$ 709,797	\$ -
BENEFITS	\$ 243,467	\$ -
OPERATING COSTS	\$ 698,581	\$ 100,257
CONTRACTUAL	\$ 5,025,282	\$ 33,000
CAPITAL	\$ 58,200	\$ 358,000
TRANSFER	\$ 250,000	\$ -
DEBT RETIREMENT	\$ 693,975	\$ -
TOTAL	<u>\$ 7,679,303</u>	<u>\$ 491,257</u>

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
SALARIES		\$ 709,797	
50-4010	SALARIES	\$ 619,797	\$ -
50-4030	OVERTIME	\$ 90,000	\$ -
	Total	709,797	-
BENEFITS		\$ 243,467	
50-4110	SOCIAL SECURITY	\$ 44,007	\$ -
50-4111	MEDICARE	\$ 10,292	\$ -
50-4115	IMRF	\$ 70,980	\$ -
50-4120	MEDICAL/LIFE INSURANCE	\$ 115,788	\$ -
50-4135	SUPPLEMENTAL PENSION	\$ 2,400	\$ -
	Total	243,467	-
OPERATING			
50-4219	LIABILITY INSURANCE	\$ 211,720	\$ -
	IRMA	184,585	-
	Deductible	10,000	-
	Safety Boots 7	1,610	-
	Rubber Boots 7	1,050	-
	Safety Vests 11	385	-
	Safety Glasses and Gloves	850	-
	Air Mask Testing-Pulmonary Testing	190	-
	Legal Fees	1,000	-
	SAMI	1,150	-
	Hospital SAMI Review	1,150	-
	Fire Extinguisher Maint.	600	-
	CDL-Reimbursement	350	-
	Safetylane	1,300	-
	AED Equipment and Training	7,500	-
	Total	211,720	-

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
OPERATING CONT.			
50-4223	MAINTENANCE - BUILDING	\$ 16,896	\$ 25,657
	Gas Pump Maintenance	1,000	-
	CH - Monitor/radio (ADS)	210	-
	PD - Monitor/radio (ADS)	210	-
	CH Sprinkler Inspection Fox Valley	75	-
	PD Sprinkler Inspection Fox Valley	75	-
	Fire Inspection (PD)	150	-
	Fire Inspection (CH)	113	-
	PW - Burglar/Fire/Inspection - \$406.86 per quarter	814	-
	Fertilization-Section II-A-City Hall-Police Dept. 1/2 to Streets	-	192
	Fertilization-Section II-B-Public Works Facility 1/2 to Streets	-	465
	HVAC	1,000	-
	Cleaning Supplies	1,350	-
	General Plant Maintenance-Tower Lights CL2 Venting	5,000	-
	Janitorial Services	5,900	-
	Garage Doors	1,000	-
	Seal Coating - Water Plants Plant 5 fye 24	-	-
	Generator Switch over Electrical Work @ 75th St. Pumping Station	-	15,000
	Sanitizing Chemicals/Sprayers/Masks/Gloves/HandSanitizer	-	10,000
		Total	25,657
50-4225	MAINTENANCE EQUIPMENT	\$ 17,650	\$ -
	Truck Tires-Alignment	5,800	-
	General Maintenance	5,600	-
	Tractor Maintenance General Maint	1,250	-
	Miscellaneous Maintenance	1,400	-
	Printer Maintenance	600	-
	Chlorine Analyzer Maint Agreement	2,000	-
	Office Fax Machine	1,000	-
		Total	17,650
50-4231	MAINTENANCE - WATER SYSTEM	\$ 358,125	\$ 70,000
	Water Maintenance-Clamps	22,000	-
	Flat Work Concrete Restoration	61,825	-
	Asphalt Restoration	21,500	-
	Landscape Restoration	12,000	-
	Hydrants, Valves & Accessories	28,000	-
	Generator O & M	2,000	-
	Bolts, Water Spec. Tools	6,800	-
	Truck & Dump Fees	28,000	-
	EPA-CCDD Soil Testing	10,000	-
	Pump Motor Maint	5,000	-
	Water Tower Interior/Exterior Inspections	-	15,000
	Pump Remove & Rebuild - 4 remaining pumps @ \$7,500.00 each	30,000	-
	Street Light Atlas GPS, line locating & Update Map	-	15,000
	Water Atlas GPS and Updating	-	10,000
	Main Line Valve Exercising Program	-	30,000
	Vactor Truck rental- 6 months @\$13,500 per month-meter replac. project	81,000	-
	Cla Val & Altitude Valves	50,000	-
		Total	70,000
50-4233	POSTAGE/MAILINGS	\$ 1,600	\$ -
	Residence Correspondence CCR-Misc	\$ 1,600	-
		Total	-
50-4241	QUALITY CONTROL	\$ 10,850	\$ -
	EPA-Contract-Sampling Stage 2-Reduced Lead & Copper	5,500	-
	Bacteriological sampling	3,800	-
	Chemical Sampling Kits	1,550	-
		Total	-

Account #	Description		Department Maintenance Budget Request	City Council Discretionary Expenditures
OPERATING				
50-4255	SUPPLIES - OPERATION		\$ 5,600	\$ -
	Copy Paper	250		-
	Plain Paper	350		-
	Ink Cartridges Toner	1,000		-
	Chlorine Gas	1,500		-
	Liquid Chlorine	2,500		-
		Total	5,600	-
50-4263	TRAINING & EDUCATION		\$ 5,150	\$ 1,000
	Rural Water Assoc. Training	250		-
	AWWA-Membership Don & Kris	450		-
	Travel & Meetings	150		-
	Municipal Services Seminars	250		-
	Management Seminars	300		-
	Operator CEU Cert Training	300		-
	Machine Operator Training	950		-
	Training and Education	-		1,000
	AED Training	2,500		-
		Total	5,150	1,000
50-4267	TELEPHONE		\$ 9,950	\$ 3,600
	Verizon Service (sim/phone)	6,450		3,600
	Phone Repl Parts	1,000		-
	Modems-SCADA System	2,500		-
	0	-		-
		Total	9,950	3,600
50-4269	UNIFORMS		\$ 3,825	\$ -
50-4271	UTILITIES - GAS/ELECTRIC/SEWER		\$ 42,000	
50-4273	VEHICLE - GAS & OIL		\$ 15,215	\$ -
	Unleaded	10,105		-
	Diesel	4,085		-
	Oil	1,025		-
		Total	15,215	-
CONTRACTUAL SERVICES				
50-4320	AUDIT		\$ 11,513	\$ -
50-4325	CONSULTING/PROFESSIONAL SERVICES		\$ 14,950	\$ -
	Telemetry	3,650		-
	Julie Mem Dues	6,300		-
	Water Related Eng.	5,000		-
		Total	14,950	-
50-4326	LEAK DETECTION		\$ 19,800	\$ 33,000
	Leak Locating	2,800		-
	Leak Locating Quality Control	17,000		-
	Leak Detection Equipment & Data Loggers	-		33,000
		Total	19,800	33,000
50-4336	DATA PROCESSING (County Meter Reading & Billing)		\$ 162,837	\$ -
CONTRACTUAL SERVICES CONT.				
50-4340	DUPAGE WATER COMMISSION		\$ 4,816,183	\$ -

Account #	Description			Department Maintenance Budget Request		City Council Discretionary Expenditures
<u>CAPITAL PURCHASES</u>						
50-4815	EQUIPMENT			\$ 53,200		\$ 358,000
	Misc		5,000		-	
	Truck #500 - 1-Ton Truck with service boxes FYE 23		-		95,000	
	New-CAT Mini Excavator		-		60,000	
	Trailer #411 - Water Tank fye 24		-		20,000	
	Grapple Bucket for Skid steer		-		5,000	
	Ipad Tablets with Mobile Broadband		-		2,000	
	SCADA upgrades - Celluar for 2 locations		10,000		-	
	Truck #402 - 3/4 Ton Pick Up fye 23		-		110,000	
	New Utility Line Locator		10,000		-	
	New Leak Correlator		13,200		-	
	2 New Leak Listening Device		15,000		-	
	Water Main Leak Logger- 4 total		-		66,000	
		Total	\$ 53,200		\$ 358,000	
50-4880	WATER METERS			\$ 5,000	\$ -	-
	Meters-General		5,000		-	
		Total	5,000		-	
<u>TRANSFER</u>						
50-4885	RECAPTURE FEES		-	\$ -	\$ -	
50-4251	SERVICE CHARGES			\$ 250,000	\$ -	
50-4620	WATER DEPRECIATION FUND		-	\$ -	\$ -	\$ -
<u>DEBT RETIREMENT</u>						
50-4950	DEBT RETIRE			\$ 693,975		
	Bond-Retirement		\$ 307,825		\$ -	
	2018 bond-		\$ 386,150		\$ -	
		Total	\$ 693,975		\$ -	
		Total		\$ 7,679,303		\$ 491,257

City of Darien

3/21/2022

MUNICIPAL SERVICES WATER DEPRECIATION FUND BUDGET FISCAL YEAR ENDING 2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 EST ACT	FYE 23 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
REVENUE								
TRNSF FROM WTR FUND	800,000	1,200,000	1,200,000	1,500,000	-	1,500,000	750,000	500,000
Interest	7,449	3,000	1,500	1,000		1,000	500	500
MISC. REVENUE		-	-	-		-		
BOND PROCEEDS	-	-		-				-
TOTAL REVENUES	\$ 807,449	\$ 1,203,000	\$ 1,201,500	\$ 1,501,000	\$ -	\$ 1,501,000	\$ 750,500	\$ 500,500
EXPENDITURES								
Equipment	-	321,000	63,000	262,000	-	262,000	-	-
Transfer to Other Funds	-							
Capital Outlay	15,604	3,195,000	167,750	3,025,000	2,950,000	75,000	-	-
TOTAL EXPENDITURES	\$ 15,604	\$ 3,516,000	\$ 230,750	\$ 3,287,000	\$ 2,950,000	\$ 337,000	\$ -	\$ -
FISCAL YEAR BALANCE	791,845	(2,313,000)	970,750	(1,786,000)	(2,950,000)	1,164,000	750,500	500,500
BEG FUND BALANCE	1,638,993	2,358,693	2,430,838	3,401,588	3,401,588	3,401,588	1,615,588	2,366,088
ENDING MODIFIED FUND BALANCE	2,430,838	45,693	3,401,588	1,615,588	451,588	4,565,588	2,366,088	2,866,588

2023 BUDGET SUMMARY

	Maintenance	Discretionary
WATER DEPRECIATION		
Equipment	\$ -	\$ 262,000
Capital Improvement	\$ 2,950,000	\$ 75,000
TOTAL	\$ 2,950,000	\$ 337,000

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
WATER DEPRECIATION			
12-51-4815	Equipment	\$ -	\$ 262,000
	Truck #403 - Foreman pickup truck	\$ -	\$ 52,000
	Truck #408 - Dual Axle Dump Truck	\$ -	\$ 210,000
	total	\$ -	\$ 262,000
12-51-4390	Capital Improvement Infrastructure	\$ 2,950,000	\$ 75,000
	Water Meter Repl and automated meter reading change over	\$ 2,950,000	\$ -
	Fire Hydrant Painting	\$ -	\$ 75,000
	Total	\$ 2,950,000	\$ 75,000

CITY OF DARIEN

SPECIAL REVENUE FUNDS BUDGET FISCAL YEAR

May 1, 2022 – April 30, 2023

**MOTOR FUEL TAX FUND BUDGET
SPECIAL SERVICE AREA #1 BUDGET
STORM WATER MANAGEMENT FUND**

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for revenues derived from specific taxes or other earmarked sources. They are required by state statute or local ordinances to finance specific functions or activities of the City. Seven funds are included in this portion of the budget.

MOTOR FUEL TAX FUND - The Motor Fuel Tax (MFT) Fund accounts for receipts and expenditures of MFT payments from the State. These funds can be used for limited specified purposes. The City's expenditures are for supplies (salt, pipe, signs, asphalt), tree maintenance, street lights (energy cost and new lights), sidewalk program, street sweeping, and to fund the City's annual street rehabilitation program. A list of streets included in this year's program is attached to the MFT budget.

SPECIAL SERVICE AREA #1 - A special service area (SSA) is created to fund improvements which benefit an identifiable segment of the City, with a special property tax levied on the benefited properties. SSA #1 was created to handle maintenance of the wetlands in the Tara Hill development. The developer agreed to continue maintenance of the wetlands for five years while the SSA Fund built up some reserves.

City of Darien

3/21/2022

**MUNICIPAL SERVICES
MOTOR FUEL TAX BUDGET
FISCAL YEAR 2023**

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 EST ACTUAL	FYE 23 REQUESTED	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
REVENUE								
MFT ALLOTMENT	790,769	795,096	\$786,690	836,418	\$836,418		\$836,418	\$836,418
MISC. INCOME (Rebuild IL)	727,777	250,000	242,592	242,592	\$242,592		\$242,592	
INTEREST	3,114	1,000	1,000	500	500		500	500
TOTAL REVENUE	\$ 1,521,660	\$ 1,046,096	\$ 1,030,282	\$ 1,079,510	\$ 1,079,510	\$ -	\$ 1,079,510	\$ 836,918
EXPENDITURES								
OPERATING								
SALARIES	334,698	245,000	245,000	267,807	267,807	-	267,807	267,807
BENEFITS	69,030	50,838	51,965	57,437	57,437		57,437	57,437
ROAD MATERIAL	6,455	17,500	34,000	262,580	35,000	227,580	264,000	270,043
SALT	266,883	246,790	225,000	265,950	265,950	-	267,450	267,450
SUPPLIES-OTHER	5,835	18,500	18,500	18,500	18,500	-	18,500	18,500
SUB-TOTAL	682,902	578,628	574,465	872,274	644,694	227,580	875,194	881,237
CONTRACTUAL								
PAVEMENT STRIPING	-	34,500	34,500	20,000	20,000	-	20,000	14,500
TREE TRIM/REMOVAL	-	5,000	20,000	18,000	18,000	-	18,000	18,000
SUB-TOTAL	-	39,500	54,500	38,000	38,000	-	38,000	32,500
CAPITAL OUTLAY								
STREET LIGHTS	31,407	35,000	35,000	35,000	35,000	-	35,000	35,500
STREET MAINTENANCE	-	1,404,852	1,152,814	-	-	-	-	-
SUB-TOTAL	31,407	1,439,852	1,187,814	35,000	35,000	-	35,000	35,500
TOTAL EXPENDITURES	\$ 714,309	\$ 2,057,980	\$ 1,816,779	\$ 945,274	\$ 717,694	\$ 227,580	\$ 948,194	\$ 949,237
FISCAL YEAR BALANCE	\$ 807,351	\$ (1,011,884)	\$ (786,497)	\$ 134,236	\$ 361,816	\$ (227,580)	\$ 131,316	\$ (112,319)
BEG. FUND BALANCE	\$ 558,970	\$ 1,197,165	\$ 1,366,321	\$ 579,824	\$ 579,824	\$ 579,824	\$ 714,060	\$ 845,375
ENDING FUND BALANCE	\$ 1,366,321	\$ 185,281	\$ 579,824	\$ 714,060	\$ 941,640	\$ 352,244	\$ 845,375	\$ 733,057

MOTOR FUEL TAX SUMMARY

FYE 2023 BUDGET SUMMARY

	Maintenance	Discretionary
SALARIES	\$ 267,807	\$ 227,580
BENEFITS	\$ 57,437	\$ -
OPERATING COSTS	\$ 319,450	\$ -
CONTRACTUAL	\$ 38,000	\$ -
CAPITAL	\$ 35,000	\$ -
TOTAL	\$ 717,694	\$ 227,580

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
MFT			
OPERATING			
60-4010	SALARY	\$ 267,807	\$ -
BENEFITS			
60-4110	SOCIAL SECURITY	\$ 17,162	\$ -
60-4111	MEDICARE	\$ 4,014	\$ -
60-4115	IMRF	\$ 36,262	\$ -
OPERATING COSTS			
60-4245	ROAD MATERIAL	\$ 35,000	\$ 227,580
	Crack Seal	-	227,580
	AGGREGATE CA-6 CA-7	35,000	-
	HOT BITUMINOUS PRODUCTS	-	-
	COLD BITUMINOUS PRODUCTS	-	-
	Total	35,000	227,580
60-4249	SALT	\$ 265,950	\$ -
	Rock Salt	\$256,500.00	
	BIO Melt Salt treatment	\$9,450.00	
		\$265,950.00	
60-4257	SUPPLIES - OTHER	\$ 18,500	\$ -

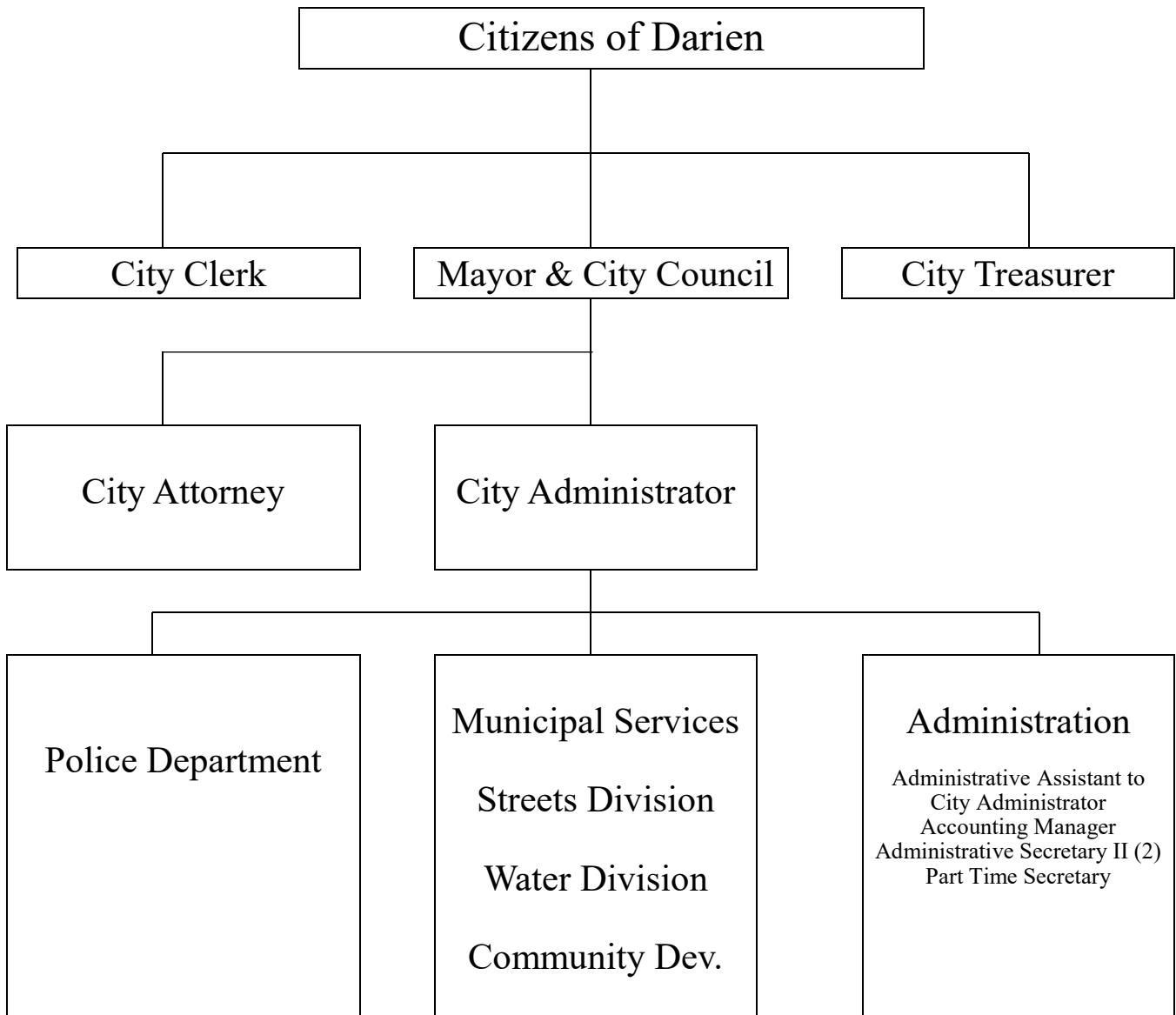
Account #	Description				Department Maintenance Budget Request	City Council Discretionary Expenditures
<u>CONTRACTUAL SERVICES</u>						
60-4261	PAVEMENT STRIPING				\$ 20,000	\$ -
	General Striping			14,500		
	Stop Bars			0		
			Total	14,500		
60-4325	CONSULTING/PROFESSIONAL SERVICES					
60-4375	TREE TRIMMING/REMOVAL				\$ 18,000	\$ -
<u>CAPITAL PURCHASES</u>						
60-4840	STREET LIGHTS				\$ 35,000	
60-4855	STREET MAINTENANCE				\$ -	\$ -
				-		
	Total				\$ 717,694	\$ 227,580

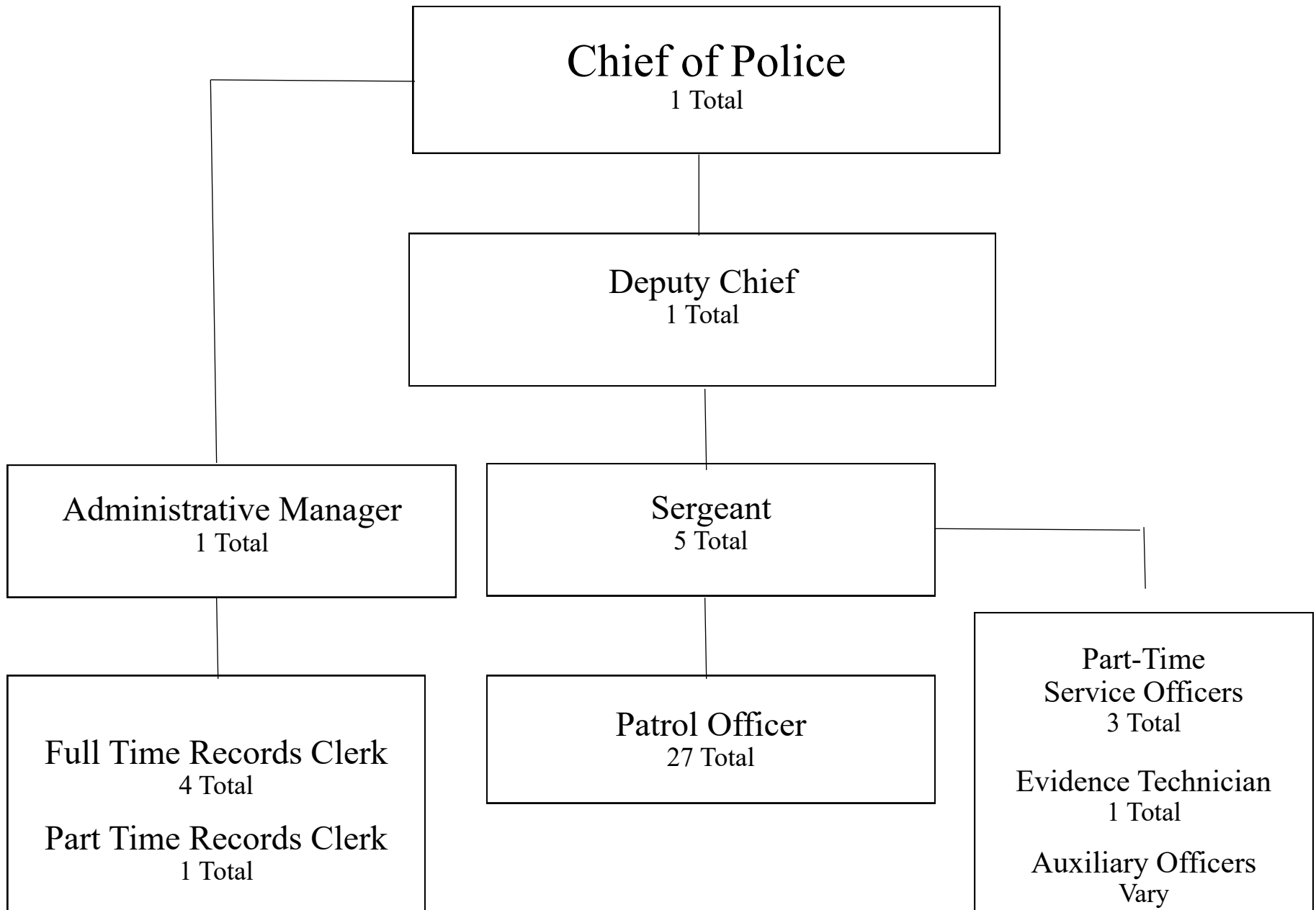
City of Darien

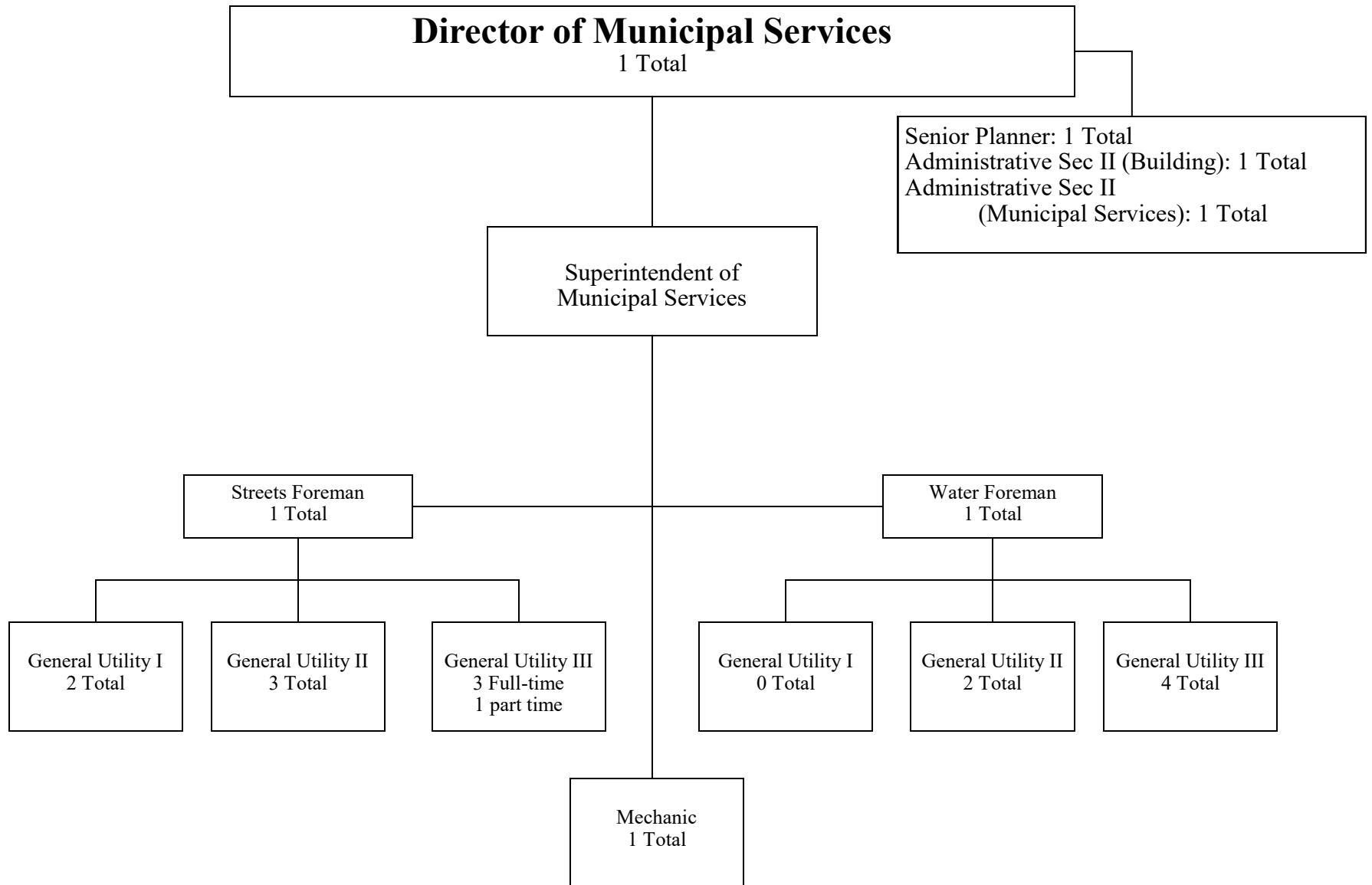
SPECIAL SERVICE AREA #1 FUND BUDGET FISCAL YEAR ENDING 2023

ACCOUNT	FYE 21 ACTUAL	FYE 22 BUDGET	FYE 22 EST ACT	FYE 23 REQUEST	DEPT MAINT FYE 20 BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 24 FORECAST	FYE 25 FORECAST
REVENUE								
PROPERTY TAXES	\$ 5,075	\$ 5,000	\$ 5,000	5,000	\$ 5,000		\$ 5,000	\$ 5,000
INTEREST	\$ 77	\$ 100	100	100	100	\$ -	\$ 100	\$ 100
TOTAL REVENUE	\$ 5,152	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ -	\$ 5,100	\$ 5,100
EXPENDITURES								
PROFESSIONAL SERVICE	3,764	5,000	5,000	5,000	5,000	-	7500	7500
GENERAL MAINTENANCE	-	500	500	500	500	-	500	500
MAINTENANCE	-	1,000	1,000	1,000	1,000	-	1000	1000
CONTINGENCY		10,000	250	250	5,000	-	5,000	3,000
TOTAL EXPENDITURES	3,764	16,500	6,750	6,750	11,500	-	14,000	12,000
FISCAL YEAR BALANCE	\$ 1,388	\$ (11,400)	\$ (1,650)	\$ (1,650)	\$ (6,400)	\$ -	\$ (8,900)	\$ (6,900)
BEG FUND BALANCE	\$ 19,797	\$ 19,897	\$ 21,185	\$ 19,535	\$ 17,885	\$ -	\$ 17,885	\$ 8,985
ENDING FUND BALANCE	\$ 21,185	\$ 8,497	\$ 19,535	\$ 17,885	\$ 11,485	\$ -	\$ 8,985	\$ 2,085

City of Darien Organizational Chart









City of Darien Staffing Levels FYE 2022 & 2023

	FYE 22	FYE 23
Administration	6	6
City Administrator – FYE 19 Contractual	1	1
Administrative Assistant to City Administrator	1	1
Accountant	0	0
Accounting Manager	1	1
Secretary II	2	2
Part Time Office Clerk	1	1
Community Development	3	3
Director of Municipal Services	1	1
Senior Planner	1	1
Administrative Secretary II	1	1
Police Department	44	44
Chief of Police	1	1
Deputy Chief	1	1
Commander	0	0
Sergeants	7	5
Patrol Officer	25	27
Administrative Secretary II	0	0
Administrative Manager	1	1
Records Clerks	4	4
Evidence Technician	1	1
Part-time CSO	3	3
Part Time Records Clerk	1	1

	FYE 22	FYE 23
Municipal Services	20	30
Streets	12	22
Superintendent	0.5	0.5
Administrative Secretary II	0.5	0.5
Mechanic	1	1
Foreman	1	1
Utility I	2	2
Utility II	3	3
Utility III	3	3
Seasonal Summer	0	10
Regular Part-time	1	1
Water	8	8
Superintendent	0.5	0.5
Administrative Secretary II	0.5	0.5
Foreman	1	1
General Utility I	0	0
General Utility II	2	2
General Utility III	4	4
Seasonal Summer	0	0

**CITY OF DARIEN
PAY RANGES AND JOB CLASSIFICATIONS
FISCAL YEAR ENDING 2023**

PAY RANGE	SALARY	CLASSIFICATION
*2.5% increase from FYE 2022		
** Performance bonus of up to \$2,750 for a full time employee		
*** Health insurance premiums 20%		
2	\$33,910 – 45,779	
3	\$37,577 – 50,728	
4	\$41,241 – 55,675	Administrative Sec. I
5	\$44,912 – 60,631	
6	\$48,674 – 65,710	Administrative Sec. II
7	\$52,084 – 71,382	
8	\$53,501 – 72,226	
9	\$59,577 – 80,429	Accountant
10	\$64,569 – 87,168	
11	\$67,980 – 91,773	Police Administrative Manager; Assistant to City Administrator
12	\$70,576 – 95,278	PW Foreman
13	\$74,244 – 100,229	Senior Planner
14	\$77,912 – 105,182	Accounting Manager
15	\$82,558 – 111,453	PW Superintendent Assistant City Administrator
16	\$85,245 – 115,081	
17	\$88,914 – 120,033	
19	\$96,244 – 129,930	
20	\$105,101-141,887	
22	\$107,241-144,775	Deputy Chief
23	\$117,561-158,708	Director Municipal Services Police Chief

CITY OF DARIEN

Pay Range and Step Schedule - Fiscal Year Ending 2023

CLASS	STEPS							
	Start	1	2	3	4	5	6	Top
2	33,910	35,606	37,301	38,997	40,692	42,388	44,083	45,779
3	37,577	39,455	41,334	43,213	45,092	46,971	48,849	50,728
4	41,241	43,303	45,365	47,427	49,489	51,551	53,613	55,675
5	44,912	47,157	49,403	51,648	53,894	56,139	58,385	60,631
6	48,674	51,108	53,542	55,975	58,409	60,843	63,276	65,710
7	52,084	54,841	57,598	60,355	63,111	65,868	68,625	71,382
8	53,501	56,176	58,851	61,526	64,201	66,876	69,551	72,226
9	59,577	62,556	65,535	68,514	71,493	74,471	77,450	80,429
10	64,569	67,797	71,026	74,254	77,483	80,711	83,940	87,168
11	67,980	71,379	74,778	78,177	81,576	84,975	88,374	91,773
12	70,576	74,105	77,634	81,163	84,692	88,220	91,749	95,278
13	74,244	77,956	81,668	85,380	89,093	92,805	96,517	100,229
14	77,912	81,808	85,704	89,599	93,495	97,390	101,286	105,182
15	82,558	86,685	90,813	94,941	99,069	103,197	107,325	111,453
16	85,245	89,507	93,770	98,032	102,294	106,556	110,819	115,081
17	88,914	93,359	97,805	102,251	106,696	111,142	115,588	120,033
19	96,244	101,057	105,869	110,681	115,493	120,306	125,118	129,930
20	105,101	110,357	115,612	120,867	126,122	131,377	136,632	141,887
22	107,241	112,603	117,965	123,327	128,689	134,051	139,413	144,775
23	117,561	123,439	129,317	135,196	141,074	146,952	152,830	158,708

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