

AGENDA
Municipal Services Committee
March 28, 2022
6:00 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. Old Business**
- 4. New Business**
 - 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 in an amount not to exceed \$69,600.00.
 - b. **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.
 - c. **Resolution** – Accepting a proposal from Standart Park 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
 - d. **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
 - e. **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.
 - f. **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.
 - g. **Minutes** – **February 28, 2022** Municipal Services Committee
- 5. Director’s Report**
- 6. Next scheduled meeting – April 25, 2022**
- 7. Adjournment**

AGENDA MEMO
Municipal Services Committee
March 28, 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.

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

STAFF RECOMMENDATION

Staff 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 Municipal Services Committee.

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

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	90.00	93.00	96.00	254,790.00	276,303.00	290,016.00	97.39	99.82	102.31	275,711.09	296,565.22	309,078.51

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

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

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

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

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	\$90.00	\$93.00	\$96.00	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							

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

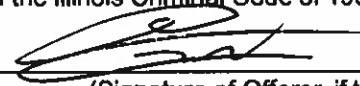
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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)

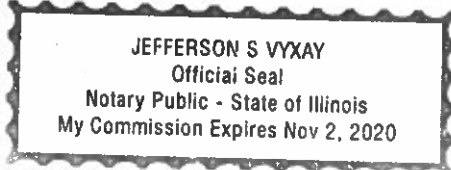
The above statements must be subscribed a sworn to before a notary public.

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)

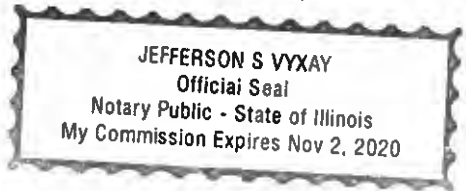
By submission of the bid, each bidder and, in the case of a joint bid, each party to the joint bid, certifies as to his or her own organization, that, in connection with the bid:

- 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

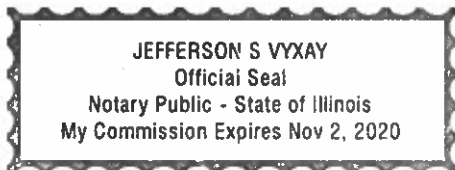
it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

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



[Signature]

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)

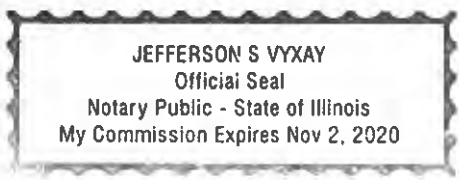
The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with any of the Municipalities because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with 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.)

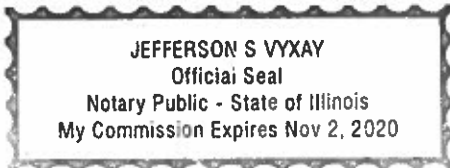
of go Painters inc.
(Contractor)

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



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.

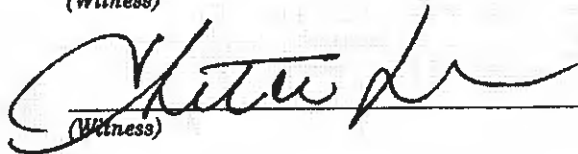
Signed and sealed this 23rd day of April, 2019

GO Painters, Inc.

(Principal)

(Seal)

(Witness)

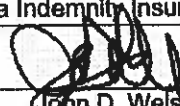


(Witness)

(Title)

Philadelphia Indemnity Insurance Company

(Surety)



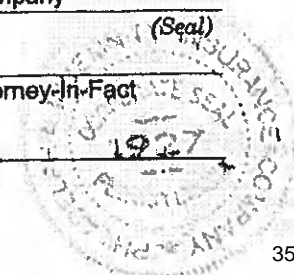
(Seal)

(Title)

John D. Welsbrot, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.



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:

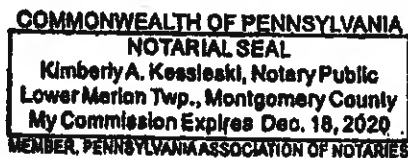
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
---	-------	-------

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
Karen Gilmer-Pauciello, EVP & CFO

Kimberly Kessleski
Kimberly Kessleski, Notary

AGENDA MEMO
Municipal Services Committee
March 28, 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.

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.

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Norwalk Tank Company.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

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

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



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: NORWALK TANK COMPANY									
Address: 2121 MAPLE RD., JOLIET, IL 60432									
Submitted By: MARK S. KUHAIDA									
Date: 3/1/22									
Telephone Number: 815-726-3351									
Fax Number: 815-726-2945									
E-mail Address: nrwalkbid@att.net									
Authorized Signature: <i>Mark S. Kuhida</i>									
Note: Product delivery must be available within four (4) days, excluding specialized concrete products.									

AGENDA MEMO
Municipal Services Committee
March 28, 2022

ISSUE STATEMENT

A **resolution** to accept a proposal from Standart Park 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)

STAFF RECOMMENDATION

A resolution to accept a proposal from Standart Park 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 Committee

DECISION MODE

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



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM STANDART PARK 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 Standart Park 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!

1/2

[Complete your purchase](#)

or [Visit our store](#)

Order summary



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

\$733.00



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

\$1,514.00



**10" Polymer Concrete Pre Slope Channel 1%
 Slope 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

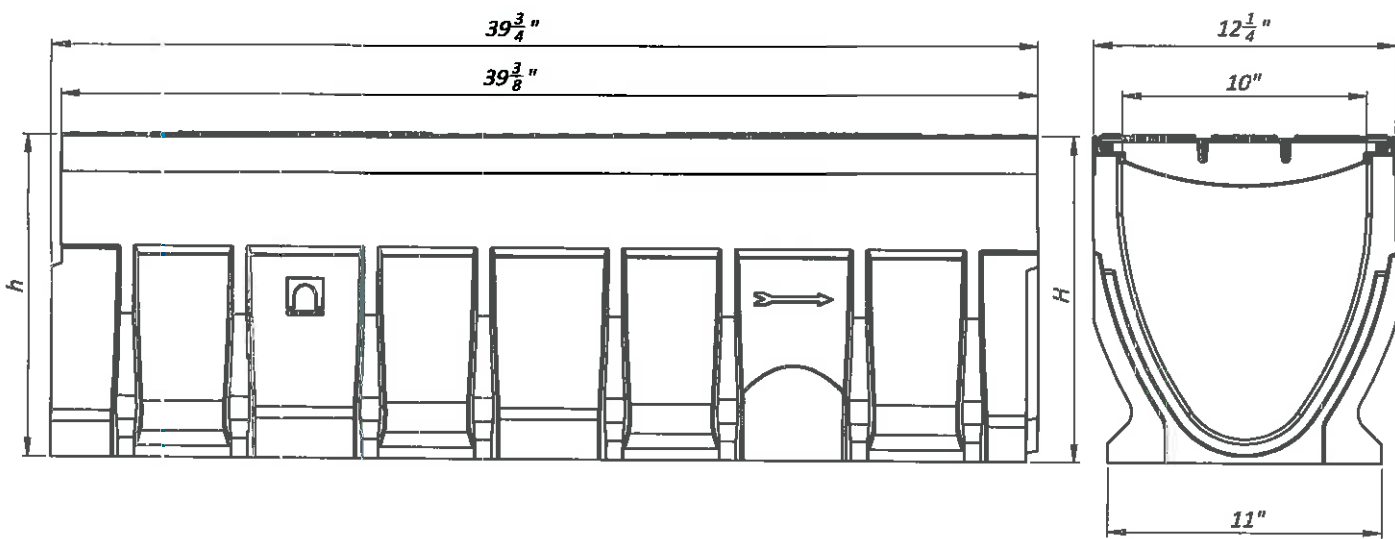
David Fell
City of Darien Municipal Services
1041 South Frontage Road
Darien IL 60561
United States

Shipping method

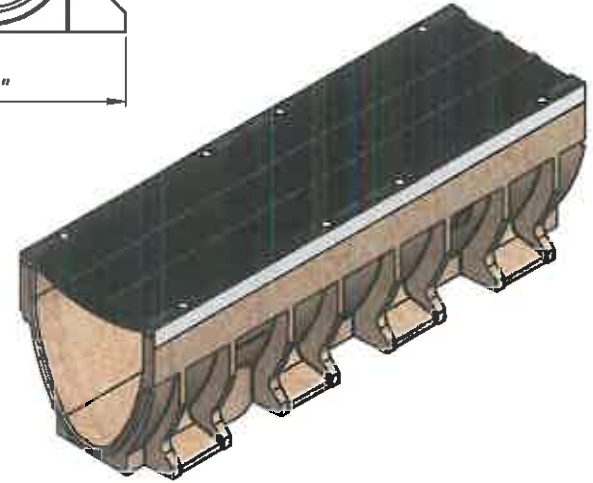
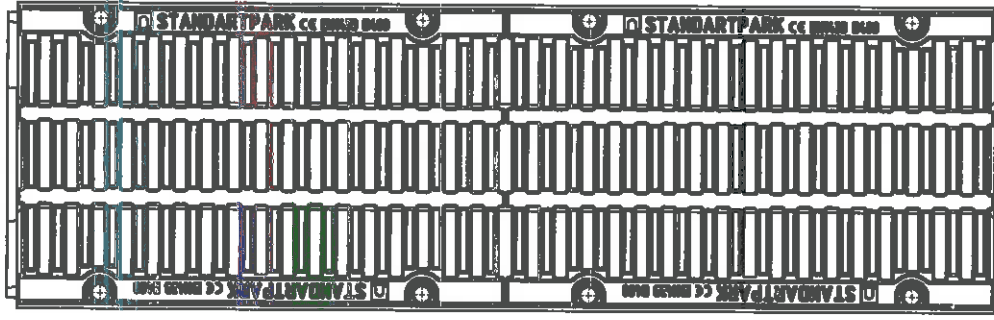
FREE SHIPPING!!!
\$0.00

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	Let.	Weight (lb)	Scale
								1:5
					Load Class D		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 that 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!





Search



Get An Estimate



HOME

DRAIN ▼

CLEAN ▼

LAND ▼

URBAN ▼

RESOURCES ▼





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

FAQ'S

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
Municipal Services Committee
March 28, 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 [Exhibit 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 [Exhibit 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

STAFF RECOMMENDATION

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

Not approving the resolution.

DECISION MODE

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

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

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
February 28, 2022**

PRESENT: Alderman Thomas Belczak -Chairman, Alderman Eric Gustafson, Alderman Joseph Kenny, Dan Gombac – Director

ABSENT: None

ESTABLISH QUORUM

Chairperson Thomas Belczak called the meeting to order at 7:00 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

a. Resolution - Approving the 2022 City of Darien Zoning Map for publication.

Mr. Dan Gombac, Director reported that every year the City updates the Zoning Map to show all the properties approved during the previous calendar year.

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

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of the 2022 City of Darien Zoning Map for publication.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

b. Resolution - Preliminary approval to authorize a contract for the 2022 Roadside Ditch Maintenance - Regrading Program between the City of Darien and Vian Construction Company, Inc. for the layout and replacement of storm sewer pipes, and structures and grading.

Mr. Dan Gombac, Director reported that this is for preliminary approval for the 2022 Roadside Ditch Maintenance – Regrading Program between the City of Darien and Vian Construction Company, Inc., for the layout and replacement of storm sewer pipes and structures and grading.

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

Alderman Gustafson made a motion, and it was seconded by Alderman Kenny preliminary approval of a Resolution to authorize a contract for the 2022 Roadside Ditch Maintenance - Regrading Program between the City of Darien and Vian Construction Company, Inc. for the layout and replacement of storm sewer pipes, and structures and grading.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

c. Resolution - Authorizing the Mayor to execute a contract with SKC Construction, Inc. in an amount not to exceed \$227,580.00 for the 2022 Crack Fill Program.

Mr. Dan Gombac, Director reported that the FY 22/23 Budget includes funds for the 2022 Crack Fill Program. He reported that crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration.

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

Alderman Belczak made a motion, and it was seconded by Alderman Gustafson approval of a Resolution authorizing the Mayor to execute a contract with SKC Construction, Inc. in an amount not to exceed \$227,580.00 for the 2022 Crack Fill Program.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

d. Resolution – Authorizing the disposal of surplus property.

Mr. Dan Gombac, Director reported that this Resolution authorizes the disposal of surplus property.

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

Alderman Gustafson made a motion, and it was seconded by Alderman Kenny approval of a Resolution authorizing the disposal of surplus property.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

e. Resolution - Authorizing the Mayor to execute a four-year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

Mr. Dan Gombac, Director reported that the Intergovernmental Agreement with the County of DuPage authorizes the City of Darien to perform the mowing of certain DuPage County rights of way and along certain DuPage County roads. He reported that the current agreement on file expired November 2021. He further reported that the mows will be increased from 15 to 18.

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

Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of a Resolution authorizing the Mayor to execute a four-year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

f. Resolution - Authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Village of Willowbrook regarding the purchase and installation of a 4-way traffic signal at the intersection of 67th Street and Clarendon Hills Road.

Mr. Dan Gombac, Director reported that the Village of Willowbrook and the City of Darien staff have been in discussions regarding signaling the intersection of 67th Street and Clarendon Hills Road. He reported that the intersection has been an ongoing topic with discussions between the municipalities for several years with concerns regarding ongoing vehicular accidents. Mr. Gombac reported that a study and report was completed and indicates that the intersection does not warrant a 4-way stop or traffic signal. He reported that City staff reviewed the report recommendations and is implementing additional signage, Intersection Ahead-67th Street, for north and south bound Clarendon Hills Road. He further reported that the Village of Willowbrook and the City of Darien have also joined forces to remove additional trees for optimal sight distance and that these tasks are scheduled to be completed by late March.

Chairperson Belczak recommended getting more accident data from the Police Department.

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

Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Village of Willowbrook regarding the purchase and installation of a 4-way traffic signal at the intersection of 67th Street and Clarendon Hills Road.

Upon voice vote, the MOTION CARRIED 2-0. Alderman Gustafson abstained.

g. Resolution - Illinois Department of Transportation authorizing the expenditure of Motor Fuel Tax Funds.

Mr. Dan Gombac, Director reported that the City of Darien utilizes Motor Fuel Tax Funds (MFT) for expenditures related to various street maintenance functions. He reported that the funding provides for expenditures for such items as salaries, the purchase of rock salt, cold and hot bituminous surface mixes, and storm sewer related items, various aggregate materials and road striping. He further reported that because MFT funds are utilized, the City Council is required to adopt a resolution authorizing the expenditure of the proposed funding related to the general maintenance items.

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

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution authorizing the Illinois Department of Transportation expenditure of Motor Fuel Tax Funds.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

h. Resolution – Authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design services related to the surveying of 67th Street and Clarendon Hills Road for the 4-way traffic signal project in an amount not to exceed \$9,500.

Mr. Dan Gombac, Director reported that services are required for the purchase and installation of a 4-way traffic signal at the intersection of 67th Street and Clarendon Hills Road. He

reported that the project is a joint project between the Village of Willowbrook and the City of Darien and the professional services to be provided by CBBEL, for the surveying and includes limits of the right of way alignment and configuration of the curb and gutter and alignment of the sidewalk roadway limits and center lines.

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

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design services related to the surveying of 67th Street and Clarendon Hills Road for the 4-way traffic signal project in an amount not to exceed \$9,500.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

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

Mr. Dan Gombac, Director reported that this Resolution is for the professional design services related to the design, engineering, bid documents and construction observation for the 67th Street and Clarendon Hills Road 4-way traffic signal project.

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

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution authorizing the Mayor to accept a proposal from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA) for the professional design services related to the design, engineering, bid documents and construction observation for the 67th Street and Clarendon Hills Road 4-way traffic signal project in an amount not to exceed \$20,500.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- j. Minutes – January 24, 2022, Municipal Services Committee**

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

Alderman Gustafson made a motion, and it was seconded by Alderman Belczak approval of the January 24, 2022, Municipal Services Committee Meeting Minutes.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

DIRECTOR'S REPORT

Mr. Dan Gombac, Director provided an update regarding Homer Tree Service. He reported that they will not honor the extended pricing and that staff reached out to DuPage Mayors and Managers and that there are four municipalities renegotiating pricing per tree.

NEXT SCHEDULED MEETING

Chairperson Belczak announced that the next meeting is scheduled for Monday, March 28, 2022.

ADJOURNMENT

With no further business before the Committee, Alderman Gustafson made a motion, and it was seconded by Alderman Belczak to adjourn.

Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 6:55 p.m.

RESPECTFULLY SUBMITTED:

Thomas Belczak
Chairman

Eric Gustafson
Alderman

Joseph Kenny
Alderman