

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

Agenda of the Regular Meeting  
of the City Council of the  
**CITY OF DARIEN**  
November 4, 2019  
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [October 21, 2019](#)
7. Receiving of Communications
8. Mayor's Report
  - A. DuPage Mayors and Managers Presentation
  - B. [ComEd Energy Efficiency Program](#) – Amy Bobel, Outreach Coordinator and Phil Halliburton
9. City Clerk's Report
  - A. [2020 Vehicle Sticker Lottery](#)
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
  - A. Warrant Number — [19-20-14](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)**

15. Old Business

16. Consent Agenda

- A. Consideration of a Motion to Approve a Resolution to Enter into an [Engineering Agreement with Christopher B. Burke Engineering, LTD.](#) for the 2020 Street Maintenance Program, in an Amount not to Exceed \$32,826.00
- B. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into an [Engineering Agreement with Christopher B. Burke Engineering, LTD. for Pavement Corings](#) for the Proposed 2020 Street Maintenance Program, in an Amount not to Exceed \$11,500.00
- C. Consideration of a Motion to Approve a Resolution Approving a Contract Extension for [Tipping and Transfer Fees](#) from Willco Green, LLC at the Proposed Unit Prices for Certain Generated Waste From Various Public Works Projects for a Period of May 1, 2020 through April 30, 2021
- D. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract Extension for the [2020 Street Sweeping Services](#) between the City of Darien and Illinois Central Sweeping in an Amount not to exceed \$41,553.00
- E. Consideration of a Motion to Approve a Resolution Approving a Contract Extension with Shreve Services, Inc., for Topsoil for Various Public Works Projects at the Proposed Unit Prices for the [2020 Topsoil Purchase](#) for a Period of May 1, 2020 through April 30, 2021
- F. Consideration of a Motion to Approve a Resolution Authorizing to Extend a Contract with Orange Crush, LLC For [Bituminous Products](#) at the Proposed Unit Pricing as Required for Various Public Works Projects for a Period of May 1, 2020 through April 30, 2021
- G. Consideration of A Motion to Approve a Resolution Approving to Extend a Contract with Core and Main LP for [Pressure Pipe](#), at the Proposed Unit Pricing, as Required for Various Public Works Projects for a Period of May 1, 2020 through April 30, 2021
- H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract Extension for the [2020 Landscape Fertilization Program](#) Between the City of Darien and Eternally Green Lawn Care, Inc. for Six (6) Various Fertilizer Applications and (3) Three Applications For Planting Beds in an Amount not to Exceed \$22,827.50
- I. Consideration of a Motion to Approve [an Ordinance Amending Section 3-3-7-11\(C\)](#)
- J. Consideration of a Motion to Approve [an Ordinance Amending Title 3, Chapter 3, Section 3-3-7 "Classification of Licenses and Fees"](#), by Adding New Section 3-3-17-17, "Class Q Licenses", Renumbering Section 3-3-17 to 3-3-7-18, and Amending Section 23 of the Darien City Code
- K. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien](#)
- L. Consideration of a Motion to Approve a Resolution Approving to Extend a Contract with Ziebell Water Service Products, Inc. for Smith and Blair Stainless Steel [Water Main Repair Clamps Style 226 with Stainless Steel Bolts](#) for the Maintenance of the Water System at the Proposed unit Pricing, as Required for Various Public Works Projects for a Period May 1, 2020 through April 30, 2021

- M. Consideration of a Motion to Approve a Resolution Approving to Extend a Contract with Ziebell Water Service Products, Inc. for Smith and Blair Stainless Steel [Water Main Repair Clamps Style 238 with Stainless Steel Bolts](#) at the Proposed Unit Prices in Various Sizes for the Maintenance of the Water System for a Period May 1, 2020 through April 30, 2021
  
- 17. New Business
  
- 18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
  
- 19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:03 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE OCTOBER 21, 2019 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:28 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**October 21, 2019**

**7:30 P.M.**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: Ted V. Schauer

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – October 7, 2019

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of October 7, 2019.

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

                      Nays:       None

                      Absent:      Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderman Chlystek...

...received communication from Ken Petrowski, President Condominium Association, 7500 block of Sussex Creek Court, regarding tree in need of replacement. Director Gombac will inspect.

...received communication from Maureen Magnifico, 7400 block of Brookdale, regarding Condominium Association concerns; he thanked Director Gombac for responding.

...thanked Julie Smith, Scott & Betty Allister, and Gerry Leganski for their contributions in making Ward 4 Octoberfest Block Party a success.

Alderman Kenny received communication from Margaret Wohler, High Road, regarding white tags along High Road. He will forward resident contact information.

8. **MAYOR'S REPORT**

**A. RECOGNITION OF STUDENTS: FAASD SCHOLARS**

- **CHELSEA BIALA – HINSDALE CENTRAL HIGH SCHOOL**
- **JAYDEN ARQUINES – HINSDALE SOUTH HIGH SCHOOL**

Mayor Marchese recognized Jayden Arquines on his Scholarship Award; he reviewed Jayden's biography, accomplishments and aspirations. Mayor Marchese presented Jayden with a City pin.

Jayden thanked Mr. Ferrara, Filipino American Association of South DuPage, for the nomination and award, City of Darien for the invitation, and his parents for their support.

Mayor Marchese congratulated Chelsea Biala on her Scholarship Award and outstanding resume; she was unable to attend the meeting.

**B. HEART OF DARIEN AWARD – ARLETA PEKNIK**

Mayor Marchese awarded the “Heart of Darien Award” to Arleta Peknik. He stated he chose Arleta because of the volunteer work she does through Our Lady of Peace Bereavement Program, where she has provided comfort over the last 14 years to more than 80 families; Our Lady of Peace Church greeter, lector, and Eucharist minister; member of NODA (No One Dies Alone) Program through LaGrange and Hinsdale Hospitals, where she provides compassionate care for terminally ill patients; and member of the City of Darien Environmental Committee.

He thanked Ms. Peknik for comforting the ill, for always having a smile on her face, and for encouraging all those she comes in contact with in our community.

Ms. Peknik thanked the City for this honor, which she felt was a bonus. She stated all her good deeds play forward and will come back to her; she was humbled and gratified.

**C. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF MEMBERS TO THE HOLIDAY HOME DECORATING COMMITTEE: ELIZABETH HAYES, JIM KISER, AND GERRY LEGANSKI**

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

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

Results: Ayes 6, Nays 0, Absent 1  
**MOTION DULY CARRIED**

**D. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF ARLETA PEKNIK TO THE HOLIDAY HOME DECORATING COMMITTEE**

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

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Elizabeth Hayes, Jim Kiser, Gerry Leganski, and Arleta Peknik.

Jim Kiser stated deadline dates to vote for homes and best block will be published in Neighbors of Darien and Direct Connect.

**E. COMED ENERGY EFFICIENCY PROGRAM – AMY BOBEL, OUTREACH COORDINATOR AND PHIL HALIBURTON**

Mayor Marchese explained Amy Bobel and Phil Haliburton could not be in attendance. He introduced Tara Brown, NiCor Outreach Program and Nick Crowder, Senior Program Manager ComEd.

Ms. Brown provided an overview of the NiCor energy efficiency program, which works in conjunction with ComEd. She reviewed the contents of the conservation kit that is available and to have an energy advisor assess your home energy efficiency needs. Ms. Brown distributed handouts, which explained the program, and post cards to request kits and/or schedule a home assessment. She commented that a weatherization kit will be introduced in November.

Mr. Crowder encouraged residents to go to [comed.com/assessment](http://comed.com/assessment) to schedule a free energy assessment, to start saving energy and money. He shared the website includes a variety of energy saving programs and rebates available.

9. **CITY CLERK'S REPORT**

There was no report

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT MONTHLY REPORT – SEPTEMBER 2019**

The September 2019 Police Department Monthly Report is available on the City website.

Chief Thomas provided an update regarding speeding concerns reported by residents in the 800 block of 67<sup>th</sup> Street and the enforcement actions taken. Alderman Chlystek forwarded report to his constituents.

**B. MUNICIPAL SERVICES – NO REPORT**

Treasurer Coren inquired regarding the roadwork in Willowbrook on Route 83 and Plainfield Road. Director Gombac explained the issues encountered.

12. **TREASURER'S REPORT**

**A. WARRANT NUMBER 19-20-13**

It was moved by Alderman Belczak and seconded by Alderwoman Sullivan to approve payment of Warrant Number 19-20-13 in the amount of \$1,148,196.49 from the enumerated funds, and \$266,426.66 from payroll funds for the period ending 09/26/19 for a total to be approved of \$1,414,623.15.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**



**B. MONTHLY REPORT – AUGUST 2019**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of September 2019.

<u>General Fund:</u>	Revenue \$8,108,309; Expenditures \$5,548,267 Current Balance \$4,174,291
<u>Water Fund:</u>	Revenue \$3,663,386; Expenditures \$2,362,783; Current Balance \$2,937,848
<u>Motor Fuel Tax Fund:</u>	Revenue \$261,880; Expenditures \$186,440; Current Balance \$423,782
<u>Water Depreciation Fund:</u>	Revenue \$9,013 Expenditures \$53,171; Current Balance \$2,517,402
<u>Capital Improvement Fund:</u>	Revenue \$259,933; Expenditures \$3,502,966; Current Balance \$4,994,222

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairwoman Sullivan announced the next meeting of the Administrative/Finance Committee is scheduled for November 4, 2019 at 6:00 P.M. in the City Hall Conference Room. She commented the next Economic Development Committee Meeting will be held on November 20, 2019 at 7:00 P.M. in the Council Chambers.

**Municipal Services Committee** – Chairman Belczak announced the next meeting of the Municipal Services Committee is scheduled for October 28, 2019 at 7:00 P.M. in the Council Chambers.

**Police Committee** – Chairman Kenny announced the next meeting of the Police Committee is scheduled for November 18, 2019 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

**A. CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE RAFFLE BOND REQUIREMENT FOR THE HINSDALE SOUTH HIGH SCHOOL MUSIC BOOSTER ASSOCIATION**

**B. RESOLUTION NO. R-97-19 A RESOLUTION APPROVING A CONTRACT EXTENSION, YEAR 2, WITH CLEAN SLATE, INC. TO PROVIDE JANITORIAL SERVICES FOR THE CITY OF DARIEN BEGINNING NOVEMBER 1, 2019**

**C. CONSIDERATION OF A MOTION TO APPROVE A TRANSFER FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND IN THE AMOUNT OF \$800,000**

**D. CONSIDERATION OF A MOTION TO APPROVE THE TAX LEVY DETERMINATION FOR GENERAL AND SPECIAL PURPOSES FOR FISCAL YEAR 2019-2020**

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

**A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION OF THE URGING THE GENERAL ASSEMBLY TO ENACT PUBLIC SAFETY PENSION FUND CONSOLIDATION**

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

Mayor Marchese provided the background information and history regarding fund consolidation. Treasurer Coren explained the benefits of consolidation. Mayor Marchese addressed Council question.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

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

Alderman Gustafson stated a vehicle was recently burglarized in Ward 6; he encouraged all residents to lock their car doors and not leave valuables in sight.

Alderman Chlystek...

...inquired if the Economic Development Committee could add need for charging stations for vehicles to their survey.

...announced Nothing Bundt Cakes fundraiser for Hinsdale South High School Music Boosters on October 21, 2019.

Mayor Marchese announced...

...Sylvia McIvor will attend Metropolitan Mayors Caucus in November regarding electric vehicles for municipalities.

...Dancing with the Chamber Starz will be held on Saturday, October 26 at Ashton Place.

... Goal Setting Session will be held on October 29 in the Police Department Training Room.

Alderman Sullivan...

...announced Hinsdale South High School fall musical, "Fiddler on the Roof," will be held November 1 – 3 in the school auditorium; she encouraged all to attend.

...announced Hinsdale South High School will host Art & Craft Fair on November 2 in the Cafeteria.

...commented the City Hall Lobby looks great.

...inquired regarding the next steps for sale of Cannabis in Darien. Mayor Marchese and Director Gombac responded. Council discussion ensued and questions were addressed.

Mitchell Crane thanked Council for doing so much good for the City of Darien.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:30 P.M.

---

Mayor

---

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-21-19. Minutes of 10-21-19 CCM.

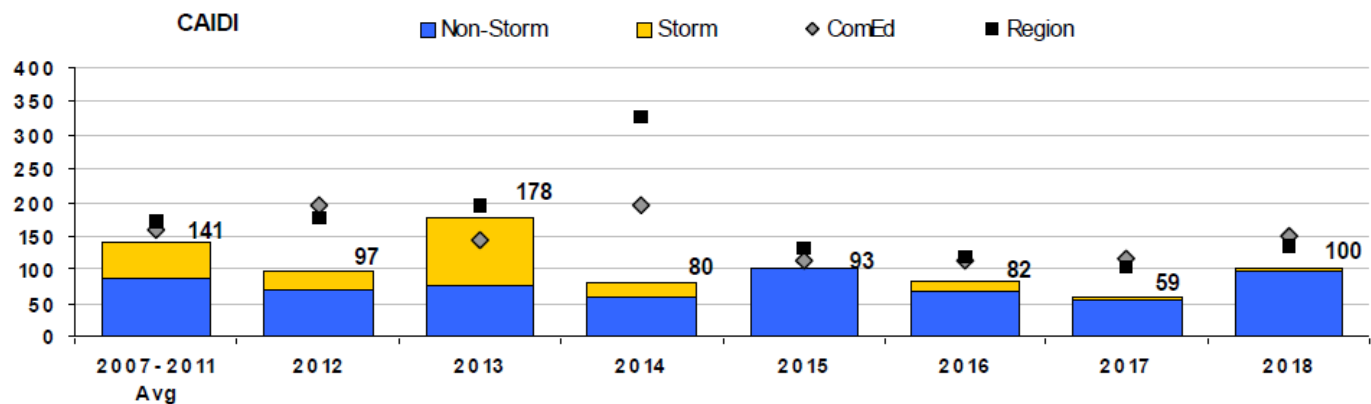
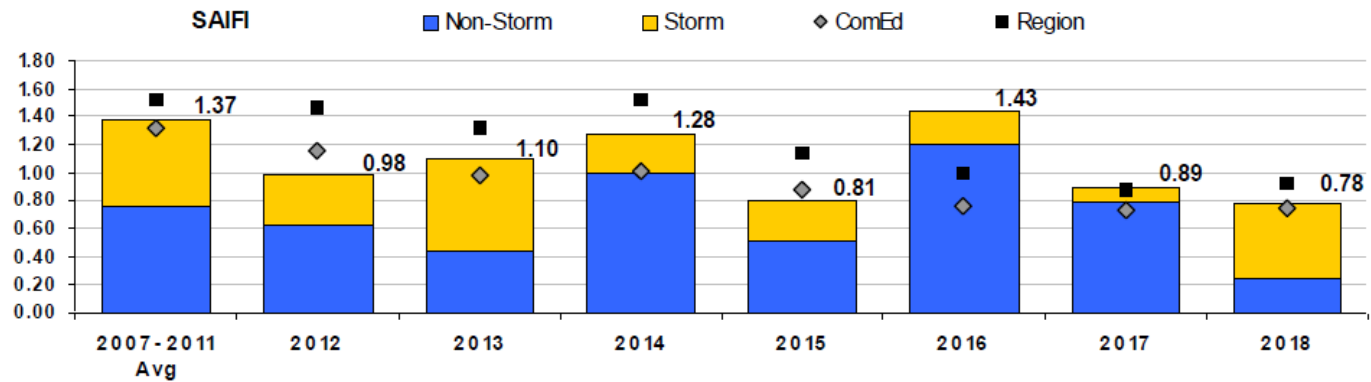
**Annual Update for**



**Presented by:  
Philip Halliburton  
External Affairs Manager  
October 21, 2019**

### Darien Reliability Performance Year End Report

ComEd customers in the City of Darien experienced a 99.99% reliability rate in 2018.



Note: For purposes of this Annual Report only, reliability statistics reflect interruptions as defined by the Illinois Administrative Code - Title 83: Public Utilities, Chapter I: Illinois Commerce Commission Subchapter c: Electric Utilities Part 411 Electric Reliability - Section 411.20 Definitions.

## System Performance Improvement - Darien

### Distribution Automation (12kV & 34kV)

Distribution Automation ("DA") (12kV & 34kV) is designed to reduce the number of customers affected during an interruption by installing equipment that automatically isolates a disturbance on a circuit. In addition to reducing the number of customers experiencing an interruption, it allows for quicker restoration of those customers.

Circuit	Year	Status	Comments
W386	2018	Complete	Install 4 distribution automation device(s).
W3625	2019	Planned	Install 2 distribution automation device(s).
W8002	2019	Planned	Install 1 distribution automation device(s).
W806	2019	Planned	Install 2 distribution automation device(s).

### Underground Residential Distribution (URD) Cable

Underground Residential Distribution ("URD") Cable targets section(s) of underground distribution cable to be replaced or treated. This is intended to reduce the number and duration of interruptions seen by customers by addressing a circuit's underground cable performance.

Circuit	Year	Status	Comments
W8002	2018	Complete	Fuse 3151 - Replace ~ 700 feet of URD cable near 802 69th St Darien II 60561.
W8023	2018	Complete	Fuse 3585 - Replace ~ 1100 feet of URD cable near 7425 Brookdale Dr *unit 101, 01 Darien II 60561.
W804	2018	Complete	Fuse 81740 - Replace ~ 200 feet of URD cable near 1500 Pinehurst Dr Darien II 60561.
W8015	2019	Planned	Fuse 81106 - Replace ~ 700 feet of URD cable near 8801 Gleneagles Ln Darien II 60561.
W805	2019	Planned	Fuse 82421 - Replace ~ 3600 feet of URD cable near 8816 Gleneagles Ln Darien II 60561.
W809	2019	Planned	Fuse 56094 - Replace ~ 800 feet of URD cable near 8809 Carlisle Ct *hse Darien II 60561.



## Vegetation Management - Darien

### Distribution Tree Trimming

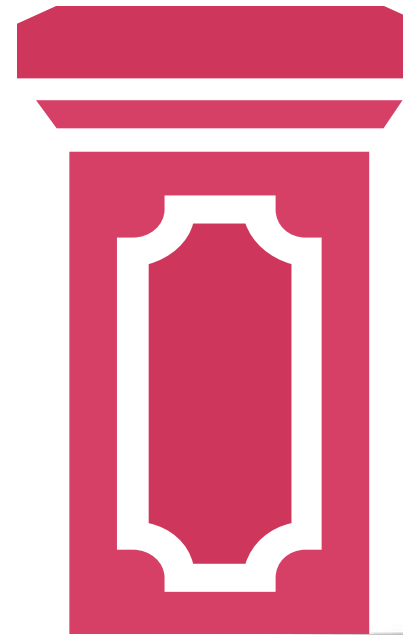
**Full:** Line clearance tree pruning and vegetation maintenance is performed on a four-year cycle to reduce vegetation-related interruptions on the overhead distribution system. All primary-voltage overhead power lines on a circuit are included in cycle maintenance.

**Spot:** Midway through the four-year preventive maintenance cycle, distribution circuits are reviewed based on their vegetation-related interruption history. The work scope includes targeted areas of circuits that have had a history of vegetation related interruptions. This program goes above and beyond the typical cycle trim, going after the trees most likely to cause interruptions. This work typically includes pruning and removing overhanging branches, pruning for additional tree-to-conductor clearances, removing entire trees, and removing potentially hazardous trees.

**NOTE:** Miles Trimmed reflects the total number of miles trimmed (rounded) on each circuit for Full Trim cycles. Spot Trim miles are not tracked. Miles may or may not include multiple towns/wards.

Circuit	Year	Status	Type	Comments
L10341	2018	Complete	Full	15 miles trimmed
W3624	2018	Complete	Full	8 miles trimmed
W3626	2018	Complete	Full	3 miles trimmed

**SERVING &  
PROTECTING OUR  
CUSTOMERS &  
COMMUNITIES**









## PROTECTING YOU FROM FRAUD

ComEd regularly receives reports of scammers posing as ComEd employees. We care about your safety and want you to be informed so you can avoid being the victim of a scam or energy-related fraud.



**REPORT SUSPICIOUS  
BEHAVIOR  
IMMEDIATELY**

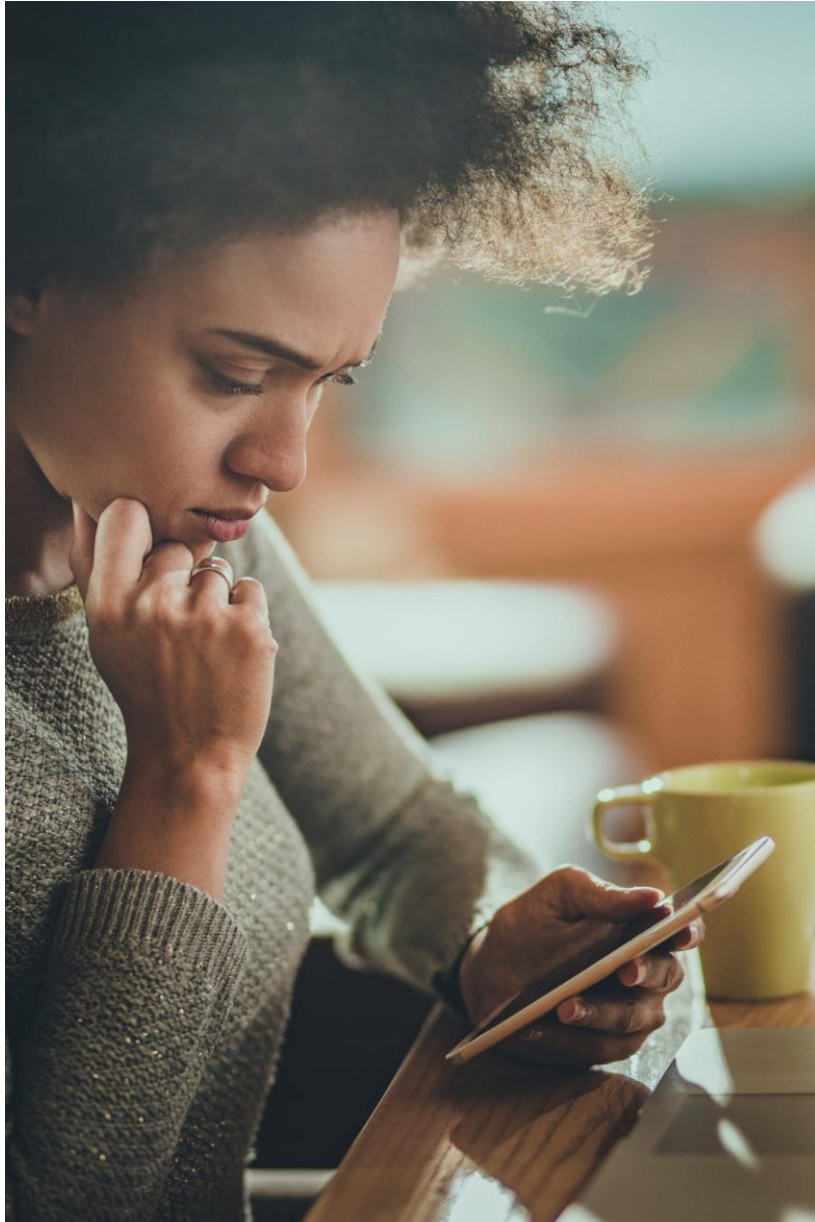
**Call 1-800-EDISON-1 to report  
Visit [ComEd.com/ScamAlert](https://www.comed.com/ScamAlert)  
to learn more**



## ✓ SCAMMERS GO TO GREAT LENGTHS TO TRY AND GET YOUR MONEY AND PERSONAL INFORMATION

### Scammers may:

- Make calls from what appears to be a ComEd phone number
- Ask you to make a direct payment with a prepaid cash card or cryptocurrency such as bitcoin
- Ask you to call them back at a different number with personal information
- Wear ComEd clothing and a fake ComEd ID badge
- Ask for your account number or to see your energy bill



## **BE INFORMED. DON'T GET SCAMMED.**

**ComEd will never call or come to your home or business to:**

- Sell you electricity
- Ask for immediate payment in any form – by cash, check, prepaid cash card or cryptocurrency such as bitcoin
- Ask for your account number
- Ask for personal information such as social security number or bank information
- If you are ever suspicious of a caller, simply hang up and call ComEd directly at **1-800-EDISON-1** (1-800-334-7661)



## HOW CAN YOU RECOGNIZE A ComEd EMPLOYEE?

- All ComEd field employees wear a uniform with the ComEd logo, including a shirt and safety vest
- Employees wear a ComEd ID badge at all times
- ComEd vehicles are white with a ComEd logo

To confirm someone is really a ComEd employee, customers can simply **call 1-800-EDISON-1 (1-800-334-7661)** before engaging with the person.

A true ComEd employee is happy to wait while the call is made.





## RESIDENTIAL SPECIAL HARDSHIP PROGRAM

This program provides grants of up to \$500, once every two years, for eligible residential customers with household incomes up to 250% of the federal poverty level. Eligible customers must have a past-due balance and demonstrate a financial hardship due to job loss, documented illness, military deployment, or senior or disability hardships, among others. This option may be available to ComEd customers who receive traditional LIHEAP benefits.

**To apply for Residential Special Hardship, visit one of the Local Administrating Agencies. Check [ComEd.com/CARE](http://ComEd.com/CARE) for the location nearest you.**





## CHAMP

CHAMP, which stands for ComEd Helps Activated/Veteran Military Personnel, is a financial-assistance program that helps activated members of the U.S. Armed Forces, National Guard, Reserves and veterans with paying their past due electric bills. Benefits are available once every two years, and include bill-payment assistance up to \$1,000 while funds are available, deferred and installment payment plans, extended payment due dates, cancellation of late charges, deposit reduction, and a budget payment plan.

FOR MORE INFORMATION:  
Call 888-806-CARE (2273)  
Visit [ComEd.com/CARE](http://ComEd.com/CARE)





## NONPROFIT SPECIAL HARDSHIP PROGRAM

This program grants up to \$2,000, once every two years. To qualify, organizations must:

- Provide a letter verifying tax-exempt status
- Be a 501 (c) (3) nonprofit organization, including churches
- Have fallen behind on ComEd electric bill due to a hardship such as damage to property, vandalism, unexpected loss of funding or general financial hardship
- Participate in an energy management workshop or webinar

FOR MORE INFORMATION:  
Call 888-806-CARE (2273)  
Visit [ComEd.com/CARE](http://ComEd.com/CARE)







## BILL AND PAYMENT OPTIONS

If you're having trouble paying your electric bills, you may be eligible for one of the following options:

- **Budget Billing:** If your electricity use varies widely from month to month or from season to season, Budget Billing allows you to spread the cost of your electric bills evenly throughout the year
- **Deferred Payment/Installment Arrangements:** Pay past-due amounts over a set period of time
- **Extended Due Dates:** Available for eligible residential customers



# WAYS TO SAVE



## Recycling

ComEd will take your old fridge for FREE and send you \$50.



## Rebates

Save now and later on ENERGY STAR<sup>®</sup> certified appliances.



## Discounts

Save instantly in-store on energy-efficient home products.



## Assessments

Save with FREE installation of FREE energy-saving products.



By the Numbers



33.4

million net MWh saved

22.3

million acres of trees planted

4.1

million cars off the road for one year

41.9

billion pounds of CO<sub>2</sub> reduced

\$3.7

billion on customer bills saved

128.5

million efficient bulbs sold



3.7

million homes powered for one year

88,000

business projects completed

425,000

appliances recycled

600,000

rebates provided

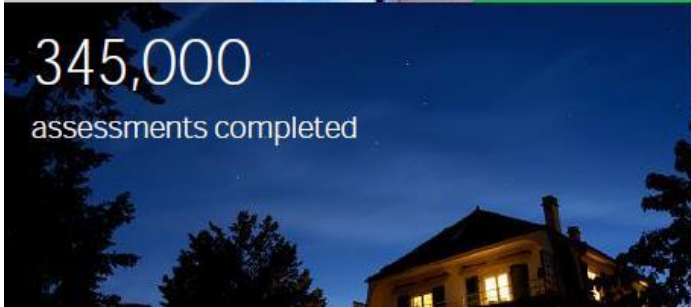


\$740

million in incentives provided to customers

345,000

assessments completed



## My Green Power Connection

Green Power Connection is our process, and team of experts, available for customers interested in generating their own electricity and connecting with the energy grid.



### Solar for Home & Business

Learn the process for installing rooftop and commercial solar energy systems. Use our solar calculator to estimate your installation costs and energy savings. Get tips on how to find a contractor, and apply for interconnection.



### Developers & Contractors

Find resources for helping customers apply for interconnection.



### FAQs

We have compiled a list of frequently asked questions that may be helpful when making the decision to go solar.



LAUNCH OUR  
Solar Calculator

Go to  
[ComEd.com/Solar](https://www.comed.com/solar)



Find the information you need. And connect with us via email, phone, web and social media.

## Multi-channel Contacts & Resources



### Customer Service

**Residential** 1-800-EDISON-1

**Business** 1-877-4-COMED-1

**Web** [www.ComEd.com/ContactUs](http://www.ComEd.com/ContactUs)

**Mobile App** [www.ComEd.com/App](http://www.ComEd.com/App)

### Storm & Outage

**Map** [www.ComEd.com/Map](http://www.ComEd.com/Map)

**Reporting** [www.ComEd.com/Report](http://www.ComEd.com/Report)

**Storm Center** [www.ComEd.com/Storm](http://www.ComEd.com/Storm)

### Social Media

**Facebook** [Facebook.com/ComEd](https://Facebook.com/ComEd)

**Twitter** [Twitter.com/ComEd](https://Twitter.com/ComEd)

**YouTube**

[YouTube.com/CommonwealthEdison](https://YouTube.com/CommonwealthEdison)

Subscribe to ComEd's Powering  
Lives Network!

[www.poweringlives.comed.com](http://www.poweringlives.comed.com)

THANK YOU



An Exelon Company

ANY QUESTIONS?



# CITY OF DARIEN

## MEMO

**TO:** Mayor and City Council

**FROM:** JoAnne E. Ragona, City Clerk

**DATE:** October 31, 2019

**SUBJECT:** 2020 VEHICLE STICKER LOTTERY

---

In 1992 the City Council decided to offer the Darien Identification Vehicle Sticker to Darien community organizations through the lottery process. The following organizations were offered the opportunity to participate in the 2020 Vehicle Sticker Lottery:

Darien Chamber of Commerce	Darien Lions Club
Darien Woman's Club	Darien Youth Club
Safety Village of Darien	The Active Seniors Club
VFW Darien Memorial Post 2838	Young At Heart Seniors
Younger Than Ever Seniors	

There are three (3) provisions that must be followed:

- The funds from the vehicle sticker donations be used for community related functions.
- The winner in one year will not be eligible for the lottery for a two-year period after winning.
- The City reserves the right to withdraw this lottery due to budget constraints.

The successful lottery winner will be responsible for purchasing identification stickers (Mayor and City Clerk to approve design) and offering the same to residents on a donation basis to be available by January 1, 2020.

The eligible Darien community organization that expressed an interest in selling the vehicle sticker are:

### **DARIEN LIONS CLUB**

The vehicle sticker lottery for 2020 has been included on the Agenda under the City Clerk's Report.

mg

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
November 4, 2019**

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

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

General Fund			<b>\$167,510.37</b>
Water Fund			<b>\$299,609.74</b>
Motor Fuel Tax Fund			<b>\$212.68</b>
Water Depreciation Fund			
Special Service Area Tax Fund			
E-Citation Fund			
Capital Improvement Fund			<b>100,673.82</b>
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			
DUI Technology Fund			
		<b>Subtotal:</b>	<b><u>\$568,006.61</u></b>
General Fund Payroll	09/26/19	\$	237,933.41
Water Fund Payroll	09/26/19	\$	25,434.69
		<b>Subtotal:</b>	<b><u>\$ 263,368.10</u></b>
<b>Total to be Approved by City Council:</b>			<b><u>\$ 831,374.71</u></b>

*Approvals:*

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

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

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

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



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 10/22/2019 Through 11/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	LICENSE LAMP FOR SHOP	AP110419	4229	Maintenance - Vehicles	36.54
AIS	NEW COMPUTERS-CARR AND CORNEILS	AP110419	4325	Consulting/Professional	2,543.94
AIS	UPGRADED COMPUTERS	AP110419	4325	Consulting/Professional	3,791.41
AIS	MONTHLY SERVICES-NOV 2019	AP110419	4325	Consulting/Professional	5,130.26
AIS	MONTHLY CLOUD HOSTING	AP110419	4325	Consulting/Professional	20.00
AIS	MONTHLY BACK UP SERVICE -NOV 2019	AP110419	4325	Consulting/Professional	1,300.00
BELLA COSA JEWELERS	CRYSTAL HEART W/ENGRAVING- ARLETA PEKNIK	AP110419	4330	Contingency	150.00
CALL ONE, INC.	MONTHLY TELEPHONE BILL	AP110419	4267	Telephone	2,711.46
CALL ONE, INC.	MONTHLY TELEPHONE BILL	AP110419-3	4267	Telephone	1,223.34
CALL ONE, INC.	MONTHLY TELEPHONE BILL	APVOID110419-2	4267	Telephone	(2,711.46)
CHRONICLE MEDIA LLC	LEGAL NOTICE: PUBLIC HEARING 11-6-19 -P&Z = CANNABIS	AP110419	4221	Legal Notices	60.00
COMCAST BUSINESS	CABLE BILL FOR CITY HALL	AP110419-3	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.40
EMERALD MARKETING INC.	NEIGHBORS MAGAZINE- NOV/DEC 2019	AP110419	4239	Public Relations	3,145.27
GOVTEMPSUSA LLC	VANA (10-13-19)	AP110419	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (10-20-19)	AP110419	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	KONICA SERVICE AGREEMENT (Oct /Nov 2019)	AP110419	4225	Maintenance - Equipment	130.00
NEOFUNDS	POSTAGE - CH	AP110419	4233	Postage/Mailings	414.15

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 10/22/2019 Through 11/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NICOR GAS	NICOR 82541110001 1702 PLAINFIELD RD	AP110419	4271	Utilities (Elec,Gas,Wtr,Sewer)	113.89
OCCUPATIONAL HEALTH CENTERS	DRUG SCREEN- HENNERFEIND	AP110419	4219	Liability Insurance	59.50
OFFICE DEPOT	OFFICE SUPPLIES	AP110419	4253	Supplies - Office	35.68
STAPLES BUSINESS ADVANTAGE	PERMIT WALLETS / TONER	AP110419	4253	Supplies - Office	145.93
				Total Administration	25,139.07

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 10/22/2019 Through 11/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	REVIEW REVISED PLANS -2941 87th ST	AP110419	4328	Const/Prof Reimbursable	220.00
CHRISTOPHER B. BURKE ENG, LTD	EROSION CONTROL INSPECTION- 1035 S FRONTAGE	AP110419	4328	Const/Prof Reimbursable	112.50
NEOFUNDS	POSTAGE - CD	AP110419	4233	Postage/Mailings	316.80
OFFICE DEPOT	TONER	AP110419	4253	Supplies - Office	<u>95.26</u>
				Total Community Development	744.56

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/22/2019 Through 11/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	STROBE FOR #109	AP110419	4229	Maintenance - Vehicles	125.78
ALARM DETECTION SYSTEMS INC	ALARM - PUBLIC WORKS (NOV - JAN)	AP110419	4223	Maintenance - Building	203.43
ALTORFER INDUSTRIES INC	FILTERS AND FLASHER	AP110419	4229	Maintenance - Vehicles	190.17
CARLSEN'S ELEVATOR SERVICES	SERVICE TO CITY HALL LIFT (KEY SWITCHES)	AP110419	4223	Maintenance - Building	477.00
CENTRAL SOD FARMS	RESTORATIONS	AP110419	4257	Supplies - Other	288.00
CENTRAL SOD FARMS	SOD FOR RESTORATIONS	AP110419	4257	Supplies - Other	72.00
CINTAS #769	MATT RENTAL -POLICE DEPT	AP110419	4223	Maintenance - Building	48.81
CINTAS #769	MATT RENTAL - CITY HALL	AP110419	4223	Maintenance - Building	44.04
CINTAS #769	MATT RENTAL- PUBLIC WORKS	AP110419	4223	Maintenance - Building	24.99
COM ED	COM ED 0788310001 -1041 S FRONTAGE RD	AP110419	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
COM ED	COM ED 0633028127- CLOCK TOWER	AP110419	4271	Utilities (Elec,Gas,Wtr,Sewer)	110.24
COM ED	COM ED 0269155053 - 2101 W 75TH ST	AP110419	4359	Street Light Oper & Maint.	61.87
CONSTELLATION NEW ENERGY, INC.	0 CASS AVE LITE RT 25 N OF JAMES PETER CT	AP110419	4359	Street Light Oper & Maint.	22.22
CONSTELLATION NEW ENERGY, INC.	LITE RT 25 CONTROLLER S FRONTAGE 0 E CASS	AP110419	4359	Street Light Oper & Maint.	44.77
CYNTHIA BRYCHTA	REIMBURSED-MAILBOX DAMAGED (FEB 2019)	AP110419	4257	Supplies - Other	95.38
ELMHURST CHICAGO STONE COMPANY	STONE	AP110419	4257	Supplies - Other	491.00
JC LANDSCAPING/TREE SERVICE	DRAINAGE PROJECT: WILLOW LANE	AP110419	4374	Drainage Projects	13,235.00
JC LANDSCAPING/TREE SERVICE	DRAINAGE PROJECT: DARIEN CLUB	AP110419	4374	Drainage Projects	9,560.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/22/2019 Through 11/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JX TRUCK CENTER- BOLINGBROOK	MANUAL CHECK FOR JX TRUCK CTR - TRUCK #101 CABS CHASSIS	AP102219	4815	Equipment	99,811.56
KAMAN FLUID POWER LLC	STOCK PARTS	AP110419	4229	Maintenance - Vehicles	44.70
LAWSON PRODUCTS INCORPORATED	MAINTENANCE EQUIPMENT/SUPPLIES	AP110419	4225	Maintenance - Equipment	496.90
McMASTER-CARR	SANDBLASTING UNIT	AP110419	4259	Small Tools & Equipment	819.18
MID-TOWN ACQUISITION -RELADYNE	VEHICLE MAINTENANCE	AP110419	4229	Maintenance - Vehicles	687.69
MID-TOWN ACQUISITION LLC	MAINTENANCE EQUIPMENT	AP110419	4225	Maintenance - Equipment	1,131.19
NEOFUNDS	POSTAGE - PW	AP110419	4233	Postage/Mailings	29.80
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE	AP110419	4271	Utilities (Elec,Gas,Wtr,Sewer)	205.24
NORWALK TANK	DRAINAGE SUPPLIES	AP110419	4257	Supplies - Other	1,190.52
NORWALK TANK	REAR YARD PROJECT: BELAIR DR	AP110419	4374	Drainage Projects	25.08
SHREVE SERVICES INC	TOPSOIL	AP110419	4257	Supplies - Other	1,792.00
SHREVE SERVICES INC	TOPSOIL	AP110419	4374	Drainage Projects	336.00
SHREVE SERVICES INC	TOPSOIL	AP110419	4374	Drainage Projects	784.00
TAMELING INDUSTRIES	GRASS SEED	AP110419	4257	Supplies - Other	225.00
TEMPLE DISPLAY LTD	PINK REPLACEMENT BULBS FOR CLOCK TOWER RIBBON	AP110419	4223	Maintenance - Building	261.26
TRAFFIC CONTROL AND PROTECTION	SIGNS	AP110419	4257	Supplies - Other	197.80
TRI-K INC	MECHANICS SUPPLIES	AP110419	4225	Maintenance - Equipment	328.50
TRI-K INC	AP110419	AP110419	4225	Maintenance - Equipment	419.50
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP110419	4223	Maintenance - Building	206.77
WESTERN IRRIGATION	CITY HALL IRRIGATION	AP110419	4223	Maintenance - Building	175.00
WESTERN IRRIGATION	CLOCK TOWER IRRIGATION	AP110419	4225	Maintenance - Equipment	308.85
WHOLESALE DIRECT, INC.	WINTER MAINTENANCE EQUIPMENT	AP110419	4225	Maintenance - Equipment	1,296.96
WHOLESALE DIRECT, INC.	MAINTENANCE EQUIPMENT	AP110419	4225	Maintenance - Equipment	60.56

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 10/22/2019 Through 11/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WHOLESALE DIRECT, INC.	PARTS FOR SHOP	AP110419	4229	Maintenance - Vehicles	194.09
WILLOWBROOK FORD, INC.	PARTS FOR #502	AP110419	4229	Maintenance - Vehicles	167.18
WILLOWBROOK FORD, INC.	SENSOR FOR #114	AP110419	4229	Maintenance - Vehicles	<u>62.72</u>
				Total Public Works, Streets	136,408.84

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/22/2019 Through 11/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
eLINEUP LLC	RENEWAL FEE FOR E-LINEUP SOFTWARE	AP110419	4217	Investigation and Equipment	600.00
EMERGENCY VEHICLE TECHNOLOGIES	REPLACE COMPUTER DOCKING STATION D01-12	AP110419	4229	Maintenance - Vehicles	354.90
GOLD SHIELD DETECTIVE AGENCY	BACKGROUND CHECK- POLICE OFFICER CANDIDATE (KANO)	AP110419	4205	Boards and Commissions	906.10
IL PHLEBOTOMY SERVICES	PHLEBOTOMY LAB FEES - CASE 19-16281 MANNING	AP110419	4217	Investigation and Equipment	425.00
NEOFUNDS	POSTAGE - PD	AP110419	4233	Postage/Mailings	239.25
NORTHEAST MULTIREGIONAL TRNG	YEO - PATROL RESPONSE TO INTERNET CRIMES	AP110419	4263	Training and Education	80.00
NORTHEAST MULTIREGIONAL TRNG	RENDELL -40 HOUR DEFENSIVE TACTICS	AP110419	4263	Training and Education	35.00
NOTARY PUBLIC ASSOCIATION OF I	NOTARY RENEWAL- JOHN AUSTIN JUMP	AP110419	4213	Dues and Subscriptions	54.00
OCCUPATIONAL HEALTH CENTERS	DRUG SCREEN- KOZAK	AP110419	4219	Liability Insurance	59.50
RAY O'HERRON CO. INC.	CSO ESTRADA -START UP UNIFORM	AP110419	4269	Uniforms	230.98
RAY O'HERRON CO. INC.	NOGA- NEW OFFICER UNIFORM	AP110419	4269	Uniforms	190.99
RAY O'HERRON CO. INC.	TOPEL- BP VEST REPLACEMENT	AP110419	4269	Uniforms	750.00
ROSE GONZALEZ	ROSE G - MILEAGE REIMB (10-2 /10-3-19)	AP110419	4265	Travel/Meetings	43.38
ROSE GONZALEZ	ROSE G - MILEAGE REIMB (10-16-19)	AP110419	4265	Travel/Meetings	21.69
ROSE GONZALEZ	ROSE G - MILEAGE REIMBURSEMENT (10-17-19)	AP110419	4265	Travel/Meetings	23.20

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 10/22/2019 Through 11/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
THEODORE POLYGRAPH SERVICE	POLYGRAPH- POLICE OFFICER CANDIDATES (SERVIN)	AP110419	4205	Boards and Commissions	175.00
THEODORE POLYGRAPH SERVICE	POLYGRAPH- POLICE OFFICER CANDIDATES (KOZAK)	AP110419	4205	Boards and Commissions	175.00
THOMSON REUTERS -	WEST INFORMATION CHARGES- INVESTIGATIVE SEARCHES	AP110419	4217	Investigation and Equipment	316.19
UNIVERSITY OF ILLINOIS	MFI RECERTIFICATION -TOPEL	AP110419	4263	Training and Education	100.00
UNIVERSITY OF ILLINOIS	MFI RECERTIFICATION - LOREK	AP110419	4263	Training and Education	100.00
UNIVERSITY OF ILLINOIS	MFI RECERTIFICATION - LISS	AP110419	4263	Training and Education	100.00
UNIVERSITY OF ILLINOIS	MFI RECERTIFICATION - STUTTE	AP110419	4263	Training and Education	100.00
VERIZON WIRELESS VSAT	DA19-14467 INVESTIGATIVE SEARCH FEE	AP110419	4217	Investigation and Equipment	75.00
WILLOWBROOK FORD, INC.	REPAIR PARTS FOR D6	AP110419	4229	Maintenance - Vehicles	<u>62.72</u>
				Total Police Department	5,217.90
				Total General Fund	<u>167,510.37</u>



**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 10/22/2019 Through 11/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM - PUBLIC WORKS (NOV - JAN)	AP110419	4223	Maintenance - Building	203.43
ALTORFER INDUSTRIES INC	FILTERS AND FLASHER	AP110419	4225	Maintenance - Equipment	52.51
AMERICAN WATER WORKS ASSOC	DENNIS CABLE-MEMBERSHIP DUES	AP110419	4263	Training and Education	83.00
CINTAS #769	MATT RENTAL- PUBLIC WORKS	AP110419	4223	Maintenance - Building	24.99
COM ED	COM ED 3118112014 - 2103 75TH ST	AP110419	4271	Utilities (Elec,Gas,Wtr,Sewer)	119.67
DUPAGE COUNTY PUBLIC WORKS	METER READINGS	AP110419	4336	Data Processing	26,774.78
IL SECTION AMERICAN WATER WORK	THROM- ANNUAL UPDATE-TRAINING	AP110419	4263	Training and Education	100.00
NICOR GAS	NICOR 12344110007 1897 MANNING	AP110419	4271	Utilities (Elec,Gas,Wtr,Sewer)	101.72
SHREVE SERVICES INC	TOPSOIL	AP110419	4231	Maintenance - Water System	1,344.00
THE BANK OF NEW YORK MELLON	GO REFUNDING 2012 BOND	AP110419	4950	Debt Retire-Water Refunding	270,687.50
WILLOWBROOK FORD, INC.	INSULATOR FOR #400	AP110419	4225	Maintenance - Equipment	118.14
				Total Public Works, Water	299,609.74
				Total Water Fund	299,609.74

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 10/22/2019 Through 11/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ORANGE CRUSH LLC	ROAD MATERIAL	AP110419	4245	Road Material	<u>212.68</u>
				Total MFT Expenses	<u>212.68</u>
				Total Motor Fuel Tax	212.68

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 10/22/2019 Through 11/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BRODERICK HOLDINGS LLC	PAY #3 ECONOMIC INCENTIVE	AP110419	4400	Economic Incentive	34,534.92
DUPAGE TOPSOIL, INC.	TOPSOIL	AP110419	4376	Ditch Projects	1,600.00
JC LANDSCAPING/TREE SERVICE	DITCH PROJECT: 67TH ST LANDSCAPE	AP110419	4376	Ditch Projects	40,546.00
METAL CULVERTS, INC.	DUAL CULVERTS	AP110419	4376	Ditch Projects	4,000.00
SEBERT LANDSCAPING	DEVONSHIRE RE-SODDING	AP110419	4376	Ditch Projects	3,120.00
SEBERT LANDSCAPING	DEVONSHIRE RESODDING	AP110419-3	4376	Ditch Projects	4,985.00
SHREVE SERVICES INC	TOPSOIL	AP110419	4376	Ditch Projects	2,016.00
WILLCO GREEN LLC	DITCH PROJECT: 67TH ST (10-14 thru 10-17-19)	AP110419-3	4376	Ditch Projects	2,398.00
XBE CHICAGO	DITCH PROJECT: 67TH STREET HAULING 10-10-19	AP102119-6	4376	Ditch Projects	788.02
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-4-19)	AP110419	4376	Ditch Projects	779.00
XBE CHICAGO	AR RECEIPTS(10-2-19)	AP110419	4376	Ditch Projects	840.50
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-16-19)	AP110419	4376	Ditch Projects	1,681.00
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-17-19)	AP110419	4376	Ditch Projects	772.44
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-15-19)	AP110419	4376	Ditch Projects	1,612.94
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-14 thru 10-17-19)	AP110419	4376	Ditch Projects	2,398.00
XBE CHICAGO	FLATBED TO HAUL PIPE	AP110419-2	4376	Ditch Projects	1,000.00
XBE CHICAGO	FLAT BED TO HAUL PIPE	AP110419-3	4376	Ditch Projects	1,000.00
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-2-19)	AP110419-3	4376	Ditch Projects	840.50
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-4-19)	AP110419-3	4376	Ditch Projects	779.00
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-15-19)	AP110419-3	4376	Ditch Projects	1,612.94

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 10/22/2019 Through 11/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-17-19)	AP110419-3	4376	Ditch Projects	772.44
XBE CHICAGO	DITCH PROJECT: 67TH ST (10-16-19)	AP110419-3	4376	Ditch Projects	1,681.00
XBE CHICAGO	CREDIT VOIDED CK 053934 (2 Vendors mixed on one check )	APCREDIT110...	4376	Ditch Projects	(1,681.00)
XBE CHICAGO	CREDIT VOIDED CK 053934 (2 Vendors mixed on one check )	APCREDIT110...	4376	Ditch Projects	(2,398.00)
XBE CHICAGO	CREDIT VOIDED CK 053934 (2 Vendors mixed on one check )	APCREDIT110...	4376	Ditch Projects	(1,612.94)
XBE CHICAGO	CREDIT VOIDED CK 053934 (2 Vendors mixed on one check )	APCREDIT110...	4376	Ditch Projects	(772.44)
XBE CHICAGO	CREDIT VOIDED CK 053934 (2 Vendors mixed on one check )	APCREDIT110...	4376	Ditch Projects	(840.50)
XBE CHICAGO	CREDIT VOIDED CK 053934 (2 Vendors mixed on one check )	APCREDIT110...	4376	Ditch Projects	(1,000.00)
XBE CHICAGO	CREDIT VOIDED CK 053934 (2 Vendors mixed on one check )	APCREDIT110...	4376	Ditch Projects	(779.00)
				Total Capital Fund Expenditures	100,673.82
				Total Capital Improvement Fund	100,673.82
Report Total					568,006.61

**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**Issue Statement**

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2020 Street Maintenance Program, in an amount not to exceed \$32,826.00.

**RESOLUTION**

**Background/History**

Attached, please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2020 Street Maintenance Program. The following roads have been slated for the 2020 Street Maintenance Program:

**PROPOSED 2020 ROAD PROGRAM**

STREET	RATING	SUBDIVISION	LIMITS	ROAD LENGTH (linear ft.)	PREVIOUS RESURFACING
Janet Ave	65	Marion Hills South	Clarendon Hills Rd - 83rd	2800	2006
Sunrise Ave	66	Marion Hills South	Janet -Elm	980	2007
Elm St	63	Marion Hills South	Clarendon Hills Rd - 83rd	2600	2002
67th St	65	Clarefield	Cass - Clarendon Hills Rd	5280	2007
Ridge Rd	66	North of 67th	67th to N limit	600	2002
Hinsbrook Ave	66	Hinsbrook	Cass - Seminole	1435	2006
Timber Ln	65	Hinsbrook	Darien Ln - Richmond	1760	2007
Hickory Ln	67	Hinsbrook	Darien Ln -Seminole	1080	2007
Holly Av	65	Farmingdale Unit 5 - 9	Wilcox - Williams	2750	2006
Barclay Rd	66	Farmingdale Ridge	Manning Rd - Green Valley Rd	870	2005
Bedford Rd	66	Farmingdale Ridge	Barclay Rd - Surrey Dr	330	2005
Surrey Dr	66	Farmingdale Ridge	Bedford Rd - Green Valley Rd	700	2003
Marborough Ln	67	Farmingdale Ridge	Lyman Av - Wakefield Dr	825	2005
Drover Ct	65	Farmingdale Village	Drover Ln - Limit	330	2007
Harvest Place	65	Farmingdale Village	Beller Dr - Meadow Ln	1250	2006
Captons Ln	66	Hidden Lakes	N Frontage - N Frontage	900	2007
			Base Bid	24,490	
		Alternate	Class D Patches, 6" (Special)	1,800 SY	
		Alternate	Aggregate Shoulders, Type B	200-800 ton	
			<b>LINEAR FEET</b>	<b>24,490</b>	
			<b>MILES</b>	<b>4.64</b>	

Pavement resurfacing will include the grinding 2¼ inches of the existing hottomix pavement, patching poor areas, the installation of 1½ inches of hottomix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, 2½ inches of hottomix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 24,490 feet (4.64 miles) for base bid.

**Task 1 – Field Reconnaissance:** CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V	\$197/hr. x 6 hrs.	= \$ 1,182
Engineer I/II	\$113/hr. x 50 hrs.	= \$ <u>5,650</u>
<b>Total</b>		<b>= \$ 6,832</b>

**Task 2 – Preparation of Bid Booklet:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City staff input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available funds for the project.

Engineer V	\$197/hr. x 24 hrs.	= \$ 4,728
Engineer I/II	\$113/hr. x 120 hrs.	= \$ <u>13,560</u>
<b>Total</b>		<b>= \$18,288</b>

**Task 3 – Coordination Meetings:** CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V	\$197/hr. x 2 meetings x 3 hrs.	= <u>\$1,182</u>
------------	---------------------------------	------------------

**Task 4 – Bidding Assistance:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V	\$197/hr. x 2 hrs.	= \$ 394
Engineer I/II	\$113/hr. x 10 hrs.	= <u>\$1,130</u>
<b>Total</b>		<b>= \$1,524</b>

**Task 5 - Sampling Analysis - Quality Assurance Quality Control** - The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency, Testing Services Corporation. Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

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

Task 1 Field Reconnaissance	\$ 6,832
Task 2 Preparation of Bid Booklet	\$18,288
Task 3 Coordination Meetings	\$ 1,182
Task 4 Bidding Assistance	\$ 1,524
Task 5 Sampling Analysis – Quality Assurance/Quality Control	\$ 4,500
Direct Costs	\$ 500
<b>NOT TO EXCEED</b>	<b>\$ 32,826</b>

Funding for the Engineering Services would be expended from the following line item of the FY19/20 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 19/20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE20325BIDP	ENGINEERING BID SPECIFICATIONS	\$ 35,000.00	\$ 32,826.00	\$ 2,174.00

**Committee Recommendation**

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$32,826.00.

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the November 4, 2019 City Council agenda for formal consideration.



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

**A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2020 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$32,826.00**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2020 Street Maintenance Program in an amount not to exceed \$32,826.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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





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

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

September 26, 2019

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
2020 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2020 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the 2020 Road Program will consist of resurfacing for the following streets:

STREET	LIMITS	ROAD LENGTH
Janet Avenue	Clarendon Hills Road – 83 <sup>rd</sup>	2,800
Sunrise Avenue	Janet – Elm	980
Elm Street	Clarendon Hills Road – 83 <sup>rd</sup>	2,600
67 <sup>th</sup> Street	Cass – Clarendon Hills Road	5,280
Ridge Road	67 <sup>th</sup> – N. Limit	600
Hinsbrook Avenue	Cass – Seminole	1,435
Timber Lane	Darien Lane – Richmond	1,760
Hickory Lane	Darien Lane – Seminole	1,080
Holly Avenue	Wilcox – Williams	2,750
Barclay Road	Manning Road – Green Valley Road	870
Bedford Road	Barclay – Surrey Drive	330
Surrey Drive	Bedford Road – Green Valley Road	700
Marborough Lane	Lyman Avenue – Wakefield Drive	825

Drover Court	Drover Lane – Limit	330
Harvest Place	Beller Drive – Meadow Lane	1,250
Captons Lane	N. Frontage – N Frontage	900
	<b>BASE BID</b>	<b>24,490</b>
Alternate	Class D Patches, 6" (Special)	1,800 SY
Alternate	Aggregate Shoulders, Type B	200-800 TON
<b>ALTERNATE BID</b>		

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hottomix pavement, patching poor areas, the installation of 1 ½ inches of hottomix surface course, 2 ½ inches of hottomix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 24,490 feet (4.64 miles) for base bid.

### SCOPE AND FEE

**TASK 1 – FIELD RECONNAISSANCE:** CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$197/hr x 6 hrs	= \$ 1,182
Engineer I/II \$113/hr x 50 hrs	= \$ 5,650
<b>Total</b>	<b>\$ 6,832</b>

**TASK 2 – PREPARATION OF BID BOOKLET:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer V \$197/hr x 24 hrs	= \$ 4,728
Engineer I/II \$113/hr x 120 hrs	= \$13,560
<b>Total</b>	<b>\$18,288</b>

**TASK 3 – COORDINATION MEETINGS:** CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$197/hr x 2 meetings x 3 hrs = \$1,182

**TASK 4 – BIDDING ASSISTANCE:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$197/hr x 2 hrs = \$ 394  
Engineer I/II \$ 113/hr x 10 hrs = \$1,130  
Total \$1,524

**TASK 5 – SAMPLING ANALYSIS – QUALITY ASSURANCE QUALITY CONTROL:** The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

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

Task 1	Field Reconnaissance	\$ 6,832
Task 2	Preparation of Bid Booklet	\$18,288
Task 3	Coordination Meetings	\$ 1,182
Task 4	Bidding Assistance	\$ 1,524
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 4,500
	Direct Costs	<u>\$ 500</u>
	NOT TO EXCEED	\$32,826

We will bill you at the hourly rates specified on the attached 2018 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 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,



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

Encl. Schedule of Charges  
General Terms and Conditions

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

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

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

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

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

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

Direct Costs

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

\*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**Issue Statement**

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2020 Street Maintenance Program, in an amount not to exceed \$ 11,500.00.

**RESOLUTION**

**Background/History**

Attached please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 44 pavement corings for the tentatively proposed 2020 Street Maintenance Program. The following roads have been slated for the 2020 Street Maintenance Program:

**PROPOSED 2020 ROAD PROGRAM**

STREET	RATING	SUB DIVISION	LIMIT	ROAD LENGTH	CORES	LAST REHAB
Janet Ave	65	Marion Hills South	Clarendon Hills Rd - 83rd	2800	5	2006
Sunrise Ave	66	Marion Hills South	Janet - Elm	980	2	2007
Elm St	63	Marion Hills South	Clarendon Hills Rd - 83rd	2600	5	2002
67th St	65	Clarefield	Cass - Clarendon Hills Rd	5280	8	2007
Ridge Rd	66	North of 67th	67th to N limit	600	1	2002
Hinsbrook Ave	66	Hinsbrook	Cass - Seminole	1435	3	2006
Timber Ln	65	Hinsbrook	Darien Ln - Richmond	1760	3	2007
Hickory Ln	67	Hinsbrook	Darien Ln -Seminole	1080	2	2007
Holly Av	65	Farmingdale Unit 5 - 9	Wilcox - Williams	2750	5	2006
Barclay Rd	66	Farmingdale Ridge	Manning Rd - Green Valley Rd	870	2	2005
Bedford Rd	66	Farmingdale Ridge	Barclay Rd - Surrey Dr	330	1	2005
Surrey Dr	66	Farmingdale Ridge	Bedford Rd - Green Valley Rd	700	1	2003
Marlborough Ln	67	Farmingdale Ridge	Lyman Av - Wakefield Dr	825	2	2005
Drover Ct	65	Farmingdale Village	Drover Ln - Limit	330	1	2007
Harvest Place	65	Farmingdale Village	Beller Dr - Meadow Ln	1250	3	2006
Captons Ln	66	Hidden Lakes	N Frontage - N Frontage	900	2	2007
			<b>Base Bid</b>	<b>24,490 ft. 4.8 miles</b>	<b>44</b>	
		Alternate	Class D Patches, 6" (Special)	1,800 SY	<b>0</b>	
		Alternate	Aggregate Shoulders, Type B	200-800 ton	<b>0</b>	
			<b>Alternate Bid</b>		<b>0</b>	



The proposed Engineering Agreement includes the following scope of services:

**Task 1 - Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's sub-consultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 44 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

**Task 2 - Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2020 Road Program based on the City's budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

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

Task 1 Geotechnical Investigation	\$ 10,500
Task 2 Evaluation of Geotechnical Report	<u>\$ 1,000</u>
TOTAL	\$ 11,500

Funding for the Engineering Services would be expended from the following line item of the FY 19/20 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY19/20 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE20325CORE	ROAD CORE SPECS TESTING SERVICES	\$ 16,500.00	\$ 11,500.00	\$ 5,000.00

**Committee Recommendation**

The Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$ 11,500.00.

**Alternate Consideration**

Not approving the agreement.

**Decision Mode**

This item will be placed on the November 4, 2019 City Council agenda for formal consideration.

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING,  
LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2020 STREET  
MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$11,500.00**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2020 Street Maintenance Program in an amount not to exceed a total cost of \$11,500.00, 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 4<sup>th</sup> day of November, 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2019.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



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

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

September 26, 2019

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
2020 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2020 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the preliminary list for the 2020 Road Program will consist of the following streets:

<b>PROPOSED 2020 ROAD PROGRAM</b>			
<b>STREET</b>	<b>LIMITS</b>	<b>ROAD LENGTH</b>	<b>CORES</b>
Janet Avenue	Clarendon Hills Road – 83 <sup>rd</sup>	2,800	5
Sunrise Avenue	Janet – Elm	980	2
Elm Street	Clarendon Hills Road – 83 <sup>rd</sup>	2,600	5
67 <sup>th</sup> Street	Cass – Clarendon Hills Road	5,280	8
Ridge Road	67 <sup>th</sup> – N. Limit	600	1
Hinsbrook Avenue	Cass – Seminole	1,435	3
Timber Lane	Darien Lane – Richmond	1,760	3
Hickory Lane	Darien Lane – Seminole	1,080	2
Holly Avenue	Wilcox – Williams	2,750	5
Barclay Road	Manning Road – Green Valley Road	870	2
Bedford Road	Barclay – Surrey Drive	330	1
Surrey Drive	Bedford Road – Green Valley Road	700	1

Marborough Lane	Lyman Avenue – Wakefield Drive	825	2
Drover Court	Drover Lane – Limit	330	1
Harvest Place	Beller Drive – Meadow Lane	1,250	3
Captons Lane	N. Frontage – N Frontage	900	2
	<b>BASE BID</b>	<b>24,490</b>	<b>44</b>
Alternate	Class D Patches, 6" (Special)	1,800 SY	0
Alternate	Aggregate Shoulders, Type B	200-800 TON	0
	<b>ALTERNATE BID</b>		<b>0</b>

### SCOPE AND FEE

#### **Task 1 – Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 44 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

#### **Task 2 – Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2020 Road Program based on the City's budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

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

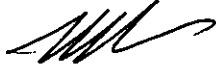
Task 1	Geotechnical Investigation	\$ 10,500
Task 2	Evaluation of Geotechnical Report	\$ 1,000
	<b>TOTAL</b>	<b>\$ 11,500</b>

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

Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services 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,



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

Encl. Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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

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

Direct Costs

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

\*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

A resolution approving a contract extension with Willco Green, LLC for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects. The proposed contract extension would be the second extension, year three (3) of a three (3) year contract.

**RESOLUTION**

**BACKGROUND**

During the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. Staff requested competitive quotes on November 21, 2017 for the services and received two (2) competitive quotes, see [Attachment A](#). The lowest competitive total cost quote was provided by, Willco Green, LLC. The request indicated 2 optional extensions for the proposal. Willco Green confirmed on October 11, 2019 the requested pricing from May 1, 2020 to April 30, 2021. See [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$65,000.00 pending Capital Project budget approval.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Willco Green, LLC.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019 City Council agenda for formal approval.

DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	WillCo Green, LLC (formerly EF Heil, LLC)		Elmhurst Chicago Stone Co	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			50	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 78.00	\$ 3,900.00
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	\$ 54.00	\$ 2,700.00	\$ 83.00	\$ 4,150.00
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	\$ 54.00	\$ 2,700.00	\$ 88.00	\$ 4,400.00
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 78.00	\$ 3,900.00
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	\$ 54.00	\$ 2,700.00	\$ 83.00	\$ 4,150.00
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	\$ 54.00	\$ 2,700.00	\$ 88.00	\$ 4,400.00
COSTS A-F					\$ 15,300.00	\$ 498.00	\$ 24,900.00
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 78.00	\$ 3,900.00
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	\$ 54.00	\$ 2,700.00	\$ 83.00	\$ 4,150.00
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	\$ 54.00	\$ 2,700.00	\$ 88.00	\$ 4,400.00
<b>SUB-TOTAL (A-I)</b>					<b>\$ 22,950.00</b>		<b>\$ 37,350.00</b>
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	no bid	no bid	no bid	no bid
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	no bid	no bid	no bid	no bid
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	no bid	no bid	no bid	no bid
<b>SUB-TOTAL Sod Dumping</b>					<b>\$ -</b>		<b>\$ -</b>
<b>TOTAL COSTS A - L</b>					<b>\$ 22,950.00</b>		<b>\$ 37,350.00</b>

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien

**Regina Kokkinis**

---

**From:** james barry <jjb8454@yahoo.com>  
**Sent:** Friday, October 11, 2019 10:23 AM  
**To:** Info; Regina Kokkinis  
**Subject:** Re: dump/transfer fees  
**Attachments:** 2020 Dump Fees.pdf

Regina,

WillCo Green agrees to the terms and pricing for the 2020-21 season.

Thank you for the opportunity to serve you.

Sincerely,

Jim Barry

Manager  
WillCo Green

On Thursday, October 10, 2019, 3:17:19 PM CDT, Info <info@willcogreen.com> wrote:

Hi Jim,

FYI.

Thanks,

Aijun Mou

**WillCo Green, LLC**

12152 S Naperville/Plainfield Road

Plainfield, IL 60585

Phone: (815) 436-7465

Fax: (815) 436-5463

[info@willcogreen.com](mailto:info@willcogreen.com)

<http://www.willcogreen.com>

---

**From:** Regina Kokkinis[mailto:rkokkinis@darienil.gov]  
**Sent:** Thursday, October 10, 2019 3:07 PM  
**To:** info@willcogreen.com  
**Cc:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** dump/transfer fees

Good Day,

Attached, please see the pricing schedule for 2020-21 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2020-21 pricing schedule.

Thank you,

*Regina Kokkinis*

Administrative Assistant

Municipal Services

City of Darien

630-353-8105

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

**DARIEN DIRECT CONNECT**

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

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



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

**A RESOLUTION APPROVING A CONTRACT EXTENSION FOR TIPPING AND TRANSFER FEES FROM WILLCO GREEN, LLC AT THE PROPOSED UNIT PRICES FOR CERTAIN GENERATED WASTE FROM VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021**

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

**SECTION 1:** The City Council of the City of Darien authorizes the approval of a contract extension for tipping and transfer fees from Willco Green, LLC at the proposed unit prices for certain generated waste from various public works projects for a period of May 1, 2020 through April 30, 2021, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

DUMP / TRANSFER FEE QUOTE

DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	2018 - 2019		2019-2020		2020-2021	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			50	\$ 1.00	\$ 50.00				
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00	\$ 54.00	\$ 2,700.00
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	N/A		N/A		N/A	
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	N/A		N/A		N/A	
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	N/A		N/A		N/A	
TOTAL COSTS A - L					\$22,950.00		22,950		22,950
QUOTE AWARDED ON TOTAL COST									
Company Name:	WillCo Green, LLC								
Address:	12152 S. Naperville / Plainfield Rd, Plainfield, IL 60585								
Submitted By:	Kevin Egan								
Date:	11/13/2019								
Telephone/FAX:	815-436-7465 / 815-436-5463								
Mobile Number:									
E-mail Address:	info@willcogreen.com								
Authorized Signature:	[Signature]								

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Danlen

Sent by EMAIL 9:32 AM 10-12-18

**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to extend a contract agreement with Illinois Central Sweeping for the City of Darien’s annual street sweeping program not to exceed \$41,553.00.

**RESOLUTION**

**BACKGROUND/HISTORY**

The Municipal Services Department solicited for sealed bids on January 18, 2018 for the City’s street sweeping services to be conducted in May, September and November at a per hour unit cost. The Staff has estimated a total of 345 hours to complete all three cycles. The Department also requested unit pricing for emergency sweeping services due to water main breaks and construction activities. An amount of \$3,500 has been designated as a contingency for additional hours required for sweepings and emergency events. See attached Bid Summary Sheet labeled as [Attachment A](#). The proposed contract extension would be the second extension, year three (3) of a three (3) year contract. See [Attachment B](#).

The proposed expenditure would be expended from the following account pending FY 20-21 Budget approval:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 20-21 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>
01-30-4373	YEARLY SWEEPING SERVICES	\$31,212.50	\$31,212.50
01-30-4373	EMERGENCY SWEEPS	\$340.50	TBD
01-30-4373	CONTINGENCY	\$3,500.00	TBD
<b>TOTAL</b>	<b>ILLINOIS CENTRAL SWEEPING LLC</b>	<b>\$35,053.00</b>	
01-30-4373	DISPOSAL-ADVANCED DISPOSAL	\$6,500.00	\$6,500.00
<b>TOTAL</b>		<b>\$41,553.00</b>	

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Illinois Central Sweeping.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the agenda for the November 4, 2019 City Council agenda for formal approval.

## 2018-2020 STREET SWEEPING BID SUMMARY

MEMO

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

SEALED BID: 2018-2020 Street Sweeping Services  
OPENING DATE/TIME: January 8, 2018 @ 10:00 a.m.

2018 PRICING SCHEDULE		Illinois Central Sweeping, LLC		Illinois Central Sweeping, LLC		Waste Management of Illinois, Inc.		Lakeshore Recycling Systems		Velasco Enterprises, Inc.		
				PROPOSED 2018 DARIEN PROGRAM						disqualified/non-compliant		
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE		HOURLY RATE		HOURLY RATE		HOURLY RATE	
1	MAY 14 - MAY 21	70	\$ 105.00	\$ 7,350.00	\$ 105.00	\$ 7,350.00	\$ 135.00	\$ 9,450.00	\$ 110.00	\$ 7,700.00	\$ 125.00	\$ 8,750.00
2	JULY 9 - JULY 16	70	\$ 105.00	\$ 7,350.00	\$ 105.00	\$ -	\$ 135.00	\$ 9,450.00	\$ 110.00	\$ 7,700.00	\$ 125.00	\$ 8,750.00
3	SEPTEMBER 10 - SEPTEMBER 1	70	\$ 105.00	\$ 7,350.00	\$ 105.00	\$ 7,350.00	\$ 135.00	\$ 9,450.00	\$ 110.00	\$ 7,700.00	\$ 125.00	\$ 8,750.00
4	NOVEMBER 9 - NOVEMBER 21	135	\$ 105.00	\$ 14,175.00	\$ 105.00	\$ 14,175.00	\$ 135.00	\$ 18,225.00	\$ 125.00	\$ 16,875.00	\$ 125.00	\$ 16,875.00
	<b>SUBTOTAL-A</b>	<b>345</b>		<b>\$ 36,225.00</b>		<b>\$ 28,875.00</b>		<b>\$ 46,575.00</b>		<b>\$ 39,975.00</b>		<b>\$ 43,125.00</b>
	EMERGENCY CALL OUT	3	\$ 105.00	\$ 315.00	\$ 105.00	\$ 315.00	\$ 152.00	\$ 456.00	\$ 90.00	\$ 270.00	\$ 150.00	\$ 450.00
	<b>SUBTOTAL-B</b>			<b>\$ 315.00</b>		<b>\$ 315.00</b>		<b>\$ 456.00</b>		<b>\$ 270.00</b>		<b>\$ 450.00</b>
	<b>TOTAL COST</b>			\$ 36,540.00	\$ 29,190.00	\$ 47,031.00	\$ 40,245.00	\$ 43,575.00				
	CONTINGENCY	1	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>2018 BUDGET</b>			<b>\$ 36,540.00</b>		<b>\$ 32,690.00</b>		<b>\$ 47,031.00</b>		<b>\$ 40,245.00</b>		<b>\$ 43,575.00</b>
2019 PRICING SCHEDULE		Illinois Central Sweeping, LLC		Illinois Central Sweeping, LLC		Waste Management of Illinois, Inc.		Lakeshore Recycling Systems		Velasco Enterprises, Inc.		
				PROPOSED 2019 DARIEN PROGRAM						disqualified/non-compliant		
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE		HOURLY RATE		HOURLY RATE		HOURLY RATE	
1	MAY 13 - MAY 20	70	\$ 109.00	\$ 7,630.00	\$ 109.00	\$ 7,630.00	\$ 139.00	\$ 9,730.00	\$ 115.00	\$ 8,050.00	\$ 130.00	\$ 9,100.00
2	JULY 8 - JULY 15	70	\$ 109.00	\$ 7,630.00	\$ 109.00	\$ -	\$ 139.00	\$ 9,730.00	\$ 115.00	\$ 8,050.00	\$ 130.00	\$ 9,100.00
3	SEPTEMBER 11 - SEPTEMBER 1	70	\$ 109.00	\$ 7,630.00	\$ 109.00	\$ 7,630.00	\$ 139.00	\$ 9,730.00	\$ 115.00	\$ 8,050.00	\$ 130.00	\$ 9,100.00
4	NOVEMBER 12 - NOVEMBER 21	135	\$ 109.00	\$ 14,715.00	\$ 109.00	\$ 14,715.00	\$ 139.00	\$ 18,765.00	\$ 135.00	\$ 18,225.00	\$ 130.00	\$ 17,550.00
	<b>SUBTOTAL-A</b>	<b>345</b>		<b>\$ 37,605.00</b>		<b>\$ 29,975.00</b>		<b>\$ 47,955.00</b>		<b>\$ 42,375.00</b>		<b>\$ 44,850.00</b>
	EMERGENCY CALL OUT	3	\$ 109.00	\$ 327.00	\$ 109.00	\$ 327.00	\$ 157.00	\$ 471.00	\$ 92.00	\$ 276.00	\$ 150.00	\$ 450.00
	<b>SUBTOTAL-B</b>			<b>\$ 327.00</b>		<b>\$ 327.00</b>		<b>\$ 471.00</b>		<b>\$ 276.00</b>		<b>\$ 450.00</b>
	<b>TOTAL COST</b>			\$ 37,932.00	\$ 30,302.00	\$ 48,426.00	\$ 42,651.00	\$ 45,300.00				
	CONTINGENCY	1	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>2019 BUDGET</b>			<b>\$ 37,932.00</b>		<b>\$ 33,802.00</b>		<b>\$ 48,426.00</b>		<b>\$ 42,651.00</b>		<b>\$ 45,300.00</b>
2020 PRICING SCHEDULE		Illinois Central Sweeping, LLC		Illinois Central Sweeping, LLC		Waste Management of Illinois, Inc.		Lakeshore Recycling Systems		Velasco Enterprises, Inc.		
				PROPOSED 2020 DARIEN PROGRAM						disqualified/non-compliant		
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE		HOURLY RATE		HOURLY RATE		HOURLY RATE	
1	MAY 11 - MAY 18	70	\$ 113.50	\$ 7,945.00	\$ 113.50	\$ 7,945.00	\$ 143.17	\$ 10,021.90	\$ 120.00	\$ 8,400.00	\$ 135.00	\$ 9,450.00
2	JULY 13 - JULY 20	70	\$ 113.50	\$ 7,945.00	\$ 113.50	\$ -	\$ 143.17	\$ 10,021.90	\$ 120.00	\$ 8,400.00	\$ 135.00	\$ 9,450.00
3	SEPTEMBER 10 - SEPTEMBER 1	70	\$ 113.50	\$ 7,945.00	\$ 113.50	\$ 7,945.00	\$ 143.17	\$ 10,021.90	\$ 120.00	\$ 8,400.00	\$ 135.00	\$ 9,450.00
4	NOVEMBER 9 - NOVEMBER 18	135	\$ 113.50	\$ 15,322.50	\$ 113.50	\$ 15,322.50	\$ 143.17	\$ 19,327.95	\$ 145.00	\$ 19,575.00	\$ 135.00	\$ 18,225.00
	<b>SUBTOTAL-A</b>	<b>345</b>		<b>\$ 39,157.50</b>		<b>\$ 31,212.50</b>		<b>\$ 49,393.65</b>		<b>\$ 44,775.00</b>		<b>\$ 46,575.00</b>
	EMERGENCY CALL OUT	3	\$ 113.50	\$ 340.50	\$ 113.50	\$ 340.50	\$ 161.71	\$ 485.13	\$ 94.00	\$ 282.00	\$ 150.00	\$ 450.00
	<b>SUBTOTAL-B</b>			<b>\$ 340.50</b>		<b>\$ 340.50</b>		<b>\$ 485.13</b>		<b>\$ 282.00</b>		<b>\$ 450.00</b>
	<b>TOTAL COST</b>			\$ 39,498.00	\$ -	\$ 31,553.00	\$ 49,878.78	\$ 45,057.00	\$ 47,025.00			
	CONTINGENCY	1	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>2020 BUDGET</b>			<b>\$ 39,498.00</b>		<b>\$ 35,053.00</b>		<b>\$ 49,878.78</b>		<b>\$ 45,057.00</b>		<b>\$ 47,025.00</b>



MEMO

**From:** [Dan Overland](#)  
**To:** [Regina Kokkinis](#)  
**Subject:** Re: 2020 street sweeping  
**Date:** Friday, October 4, 2019 12:54:15 PM

---

Regina

Yes everything good to go for 2020 -2021 Season. Thank you.

Dan R Overland  
Cell 708 878 9230

On Thursday, October 3, 2019, 4:12:24 PM CDT, Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)> wrote:

Good Day,

Attached, please see the pricing schedule for 2020-21 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2020-21 pricing schedule.

Thank you,

Regina Kokkinis

Administrative Assistant

Municipal Services

City of Darien

630-353-8105

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

**DARIEN DIRECT CONNECT**

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

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



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT EXTENSION FOR THE 2020 STREET SWEEPING SERVICES BETWEEN THE CITY OF DARIEN AND ILLINOIS CENTRAL SWEEPING IN AN AMOUNT NOT TO EXCEED \$41,553.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract extension for the 2020 Street Sweeping Services between the City of Darien and Illinois Central Sweeping, a copy of which is attached hereto as "[Exhibit A](#)", and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**SECTION II**

**BIDDER SUMMARY SHEET**

**STREET SWEEPING SERVICES FOR THE CITY OF DARIEN - 2018**

Firm Name: Illinois Central Sweeping

Address: 16247 S Brennan Hwy

City, State, Zip Code: Tinley Park IL. 60478

Contact Person: Dan Overland

FEIN #: 20-0991504

Phone: (708) 293 0000 Fax: (708) 293 8319

Mobile: (708) 878 9230

E-mail Address: doverland@illinoiscentralsweeping.com

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

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

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

**Schedule of Prices for:**

**STREET SWEEPING SERVICES**

<b>2020 SWEEPING PROGRAM 4-SWEEPINGS</b>				
<b>STREET SWEEPING SERVICES SCHEDULE</b>	<b>ESTIMATED UNITS</b>	<b>UNIT</b>	<b>COST PER HOUR</b>	<b>TOTAL COST</b>
<b>MAY 11<sup>TH</sup> - MAY 18<sup>TH</sup></b>	<b>70</b>	<b>HOURLY</b>	<b>\$113.50</b>	<b>\$7,945.00</b>
<b>JULY 13<sup>TH</sup> - JULY 20<sup>TH</sup></b>	<b>70</b>	<b>HOURLY</b>	<b>\$113.50</b>	<b>\$7,945.00</b>
<b>SEPTEMBER 10<sup>TH</sup> - SEPTEMBER 17<sup>TH</sup></b>	<b>70</b>	<b>HOURLY</b>	<b>\$113.50</b>	<b>\$7,945.00</b>
<b>NOVEMBER 9<sup>TH</sup> - NOVEMBER 18<sup>TH</sup></b>	<b>135</b>	<b>HOURLY</b>	<b>\$113.50</b>	<b>\$15,322.50</b>
<b>SUB-TOTAL-A</b>	<b>345</b>			<b>\$39,157.50</b>
<b>EMERGENCY SERVICES</b>	<b>ESTIMATED UNITS</b>	<b>UNIT</b>	<b>COST PER HOUR</b>	<b>TOTAL COST</b>
<b>EMERGENCY CALL OUT</b>	<b>3</b>	<b>HOURLY</b>	<b>\$113.50</b>	<b>\$340.50</b>
<b>SUB-TOTAL-B</b>	<b>3</b>			<b>\$340.50</b>
<b>TOTALS-SUBTOTAL A &amp; B 2020</b>				<b>\$39,498.00</b>
<b>DATES INDICATE TENTATIVE START DATE PERIOD</b>				

# TOTAL COST SUMMARY

SUMMARY COSTS	2018	2019	2020
Part A Sub-Total	\$36,225.00	\$37,605.00	\$39,157.50
Part B Sub-Total	\$ 315.00	\$ 327.00	\$ 340.50
Total Cost of A+B	\$36,540.00	\$37,932.00	\$39,498.00

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

Firm Name: Illinois Central Sweeping

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

Title: Owner Date: \_\_\_\_\_

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

## BUSINESS ORGANIZATION:

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

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

X Corporation: State of incorporation: LLC, Illinois

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

Illinois Central Sweeping (Corporate Seal)  
Business Name

[Signature]  
Signature

Owner  
Title

Charles DeVries  
Print or type name

1/4/2018  
Date

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

**WITNESSETH**

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

**2020 STREET SWEEPING SERVICES**

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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



**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

Approval of a resolution to extend a contract with Shreve Services, Inc., for topsoil for various public works projects at the proposed unit prices for the 2020 topsoil purchase for a period of May 1, 2020 through April 30, 2021. The proposed contract extension would be the first extension, year two (2) of a three (3) year contract.

**RESOLUTION**

**BACKGROUND**

During the year the department requires the use of topsoil for landscape restoration for various Public Works projects, such as water main breaks, storm sewer replacements and ditching projects.

Competitive quotes were requested for the topsoil, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote was Shreve Services, Inc. The proposed resolution would allow the City to pick up topsoil from the dirt fields and allow delivery of the product for larger projects. The contract also called out for two optional contract extensions for 2020 and 2021. The proposed contract extension would be the first extension, year two (2) of a three (3) year contract. The 2020 extension was confirmed on October 10, 2019. See [Attachment B](#).

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the restoration. The total estimated costs for all maintenance and budgetary programs for the topsoil are estimated at approximately \$75,000.00.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Shreve Services, Inc.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019 City Council agenda for formal approval.

**TOPSOIL QUOTE  
2020-2021**

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	DuPage Topsoil *		Soil Depot*		Shreve Services	
					UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS
<i>EXAMPLE:</i>			6-WHEELER-14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
<b>A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)</b>	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000		no quote	\$ 24.00	\$ 24,000.00	\$ 8.00	\$ 8,000.00
<b>B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)</b>	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000		no quote	no bid	no bid	\$ 16.00	\$ 16,000.00
<b>C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)</b>	1,000	4,000	SEMI-20 CUBIC YARDS	1,000		no quote	\$ 26.00	\$ 26,000.00	\$ 16.00	\$ 16,000.00
<b>TOTAL COSTS A+B+C</b>								\$ 50,000.00		\$ 40,000.00
							*Note... no delivery w/6 wheelers - semis only			

MEMO

**From:** [Stephen Shreve](#)  
**To:** [Regina Kokkinis](#)  
**Cc:** [sshreve@shreveservices.com](mailto:sshreve@shreveservices.com); [Dan Gombac](#)  
**Subject:** Re: Topsoil quantities  
**Date:** Thursday, October 10, 2019 1:36:29 PM

---

Hi Regina,

We are happy to hear of the contract extension and are in agreement with the unit price attached. Thank you for the business and we look forward to another year working with the City of Darien.

Thank you,  
Stephen Shreve  
Shreve Services inc.

On Oct 10, 2019, at 10:33 AM, Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)> wrote:

Good Morning,

Attached, please see the pricing schedule for 2020-21 as it relates to the subject line. Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2020-21 pricing schedule.

Thank you,

*Regina Kokkinis*

Administrative Assistant  
Municipal Services  
City of Darien  
630-353-8105

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

**DARIEN DIRECT CONNECT**

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

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

<2020 Topsoil Quantities.pdf>



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

**A RESOLUTION APPROVING A CONTRACT EXTENSION WITH SHREVE SERVICES, INC. FOR TOPSOIL FOR VARIOUS PUBLIC WORKS PROJECTS AT THE PROPOSED UNIT PRICES FOR THE 2020 TOPSOIL PURCHASE FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021**

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

**SECTION 1:** The City Council of the City of Darien hereby approves a contract extension with Shreve Services, Inc., for topsoil for various Public Works projects at the proposed schedule of prices, for a period of May 1, 2020 through April 30, 2021, attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2019.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



TOPSOIL QUOTE

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2019 - 2020		2020 - 2021		2021 - 2022	
					UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS
EXAMPLE:			6-WHEELER-14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	8.00/YRD	8,000.00	8.00/YRD	8,000.00	8.00/YRD	8,000.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	16.00/YRD	16,000.00	16.00/YRD	16,000.00	16.00/YRD	16,000.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	1,000	16.00/YRD	16,000.00	16.00/YRD	16,000.00	16.00/YRD	16,000.00
TOTAL COSTS A+B+C:						40,000.00		40,000.00		40,000.00

QUOTE AWARDED ON TOTAL COST

Company Name: SHREVE SERVICES INC.

Address: 23337 Grinton Drive

Submitted By: STEPHEN SHREVE

Date: November 5th, 2018

Telephone Number: 815-436-6691

Mobile Telephone Number: 815-693-8631-Stephen or 815-693-8609-Douglas Shreve

Fax Number: 815-436-0025

E-mail Address: S.SHREVE@SHREVE.SERVICES.COM

Authorized Signature:

**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

Approval of a resolution to extend a contract with Orange Crush, LLC for bituminous products as required for various Public Works projects at the proposed unit pricing. The proposed contract extension would be the second extension, year three (3) of a three (3) year contract.

**RESOLUTION**

**BACKGROUND**

During the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various Public Works projects. Restoration includes establishing uniform cuts, and the placement of binder and surface bituminous products.

Competitive quotes were requested for unit prices for binder and surface asphalt, and staff received two (2) competitive quotes on November 21, 2017. See [Attachment A](#). The request for quotes included two optional extensions for 2019 and 2020. The 2020 extension was confirmed on October 10, 2019. See [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$45,000.00.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the proposed resolution Orange Crush, LLC.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019, City Council agenda for formal approval.

				K-Five Hodgkins, LLC		Orange Crush, LLC	
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS
<i>EXAMPLE:</i>			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. HMA SURFACE, MIX C, N50	200 - 2,000	TON	200	\$ 66.00	\$ 13,200.00	\$ 60.00	\$ 12,000.00
B. HMA BINDER COURSE, IL-19.0,N50	200 - 2,000	TON	200	\$ 60.00	\$ 12,000.00	\$ 56.00	\$ 11,200.00
<b>TOTAL COSTS A + B</b>					\$ 25,200.00		\$ 23,200.00
<b>QUOTE AWARDED ON TOTAL COST</b>							

MEMO

**From:** [jbehrends@orange crushllc.com](mailto:jbehrends@orange crushllc.com)  
**To:** [Regina Kokkinis](#)  
**Cc:** [Dan Gombac](#); [letta@orange crushllc.com](mailto:letta@orange crushllc.com)  
**Subject:** RE: bituminous product  
**Date:** Thursday, October 10, 2019 11:10:50 AM

---

October 10, 2019

Regina Kokkinis  
Administrative Assistant  
CITY OF DARIEN

Via E-Mail

Re: Bituminous Material 2020-2021

Regina,

We have reviewed the schedule of prices for 2020-21 and are in Agreement with the Contract Extension and Unit Pricing.

Thank You  
Jim Behrends  
Vice-President

ORANGE CRUSH, LLC.  
321 Center Street  
Hillside, Illinois 60162  
(708) 544-9440

[jbehrends@orange crushllc.com](mailto:jbehrends@orange crushllc.com)

---

**From:** Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)>  
**Sent:** Thursday, October 10, 2019 10:56 AM  
**To:** Jim Behrends <[jbehrends@orange crushllc.com](mailto:jbehrends@orange crushllc.com)>  
**Cc:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Subject:** bituminous product

Good Morning,

Attached, please see the pricing schedule for 2020-21 as it relates to the subject line.  
Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2020-21 pricing schedule.

Thank you,



*Regina Kokkinis*

Administrative Assistant

Municipal Services

City of Darien

630-353-8105

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

**DARIEN DIRECT CONNECT**

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

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



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

**A RESOLUTION AUTHORIZING TO EXTEND A CONTRACT WITH ORANGE CRUSH, LLC FOR BITUMINOUS PRODUCTS AT THE PROPOSED UNIT PRICING AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021**

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

**SECTION 1:** The City Council of the City of Darien hereby approves a contract extension for bituminous products at the proposed unit pricing as required for various Public Works projects between the City of Darien and Orange Crush, LLC for a period of May 1, 2020 through April 30, 2021, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November 2019.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



ORANGE CRUSH, LLC

BIDDER'S PRODUCT QUOTE

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2018 - 2019 PRICING		2019 - 2020 PRICING		2020 - 2021 PRICING	
				UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. HMA SURFACE MIX C, NSD	200 - 2,000	TON	200	52.00	10,400.00	56.00	11,200.00	60.00	12,000.00
B. HMA BINDER COURSE II-19.0 NSD	200 - 2,000	TON	200	48.00	9,600.00	52.00	10,400.00	56.00	11,200.00
TOTAL COSTS A + B					20,000.00		21,600.00		23,200.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	ORANGE CRUSH, LLC								
Address:	321 CENTER STREET, HILLSIDE, IL 60162								
Submitted By:	JAMES BENREDS, VICE-PRESIDENT								
Date:	NOVEMBER 21, 2017								
Telephone Number:	(708) 544-9440								
Mobile Telephone Number:	(708) 243-0379								
Fax Number:	(708) 544-0130								
E-mail Address:	jbenreds@orangecrushllc.com								
Authorized Signature:	<i>James Benreds</i>								

PLANT LOCATION: 85 N. INDEPENDENCE BLVD  
RAVEVILLE, IL 60446

**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

Approval of a resolution to extend a contract with Core and Main LP for pressure pipe, as required for various Public Works projects at the proposed unit pricing for a period of May 1, 2020 through April 30, 2021. The proposed contract extension would be the second extension, year three (3) of a three (3) year contract.

**RESOLUTION**

**BACKGROUND**

During the year the department requires the use of Pressure Pipe to be used for various Public Works projects, such as storm sewer replacements and ditching projects. The pressure pipe is further required to meet the EPA requirements when a water main is adjacent to a storm water main.

Competitive quotes were requested for the pipes and staff received four (4) competitive quotes on November 17, 2017. The lowest competitive total quote was provided by Core and Main LP. The contract also called out for two optional extensions for 2019 and 2020. The proposed extension will be the 2<sup>nd</sup> extension, year three (3) of a three (3) year contract. The request for quotes stipulated that pricing be held in place from May 1, 2020 to April 30, 2021. See [Attachment A](#). The 2020 extension was confirmed on October 21, 2019. See [Attachment B](#).

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for all maintenance and budgetary programs for the material have been estimated at approximately \$75,000.00 pending Capital Project budget approval.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Core and Main LP.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019 City Council agenda for formal approval.



**SDR PRESSURE PIPE QUOTE RECEIVED  
2020/2021**

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	CORE & MAIN		ZIEBELL WATER SERVICE PRODUCTS, INC.		UNDERGROUND PIPE & VALVE		TILES IN STYLE, LLC DBA TAZA SUPPLIES	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
12-INCH SDR 26 PRESSURE PIPE PVC C-905 DR 25 PVC Watermain Pipe	500	2,500	LINEAL FOOT	\$ 10.75	\$ 26,875.00	\$ 13.25	\$ 33,125.00		\$ -	\$ 71.00	\$ 177,500.00
15-INCH SDR 26 PRESSURE PIPE PVC C-905 DR 25 PVC Watermain Pipe	500	2,500	LINEAL FOOT	\$ 21.25	\$ 53,125.00	\$ 25.10	\$ 62,750.00		\$ -	\$ 85.00	\$ 212,500.00
<b>Total</b>					\$ 80,000.00		\$ 95,875.00		\$ -		\$ 390,000.00

**Regina Kokkinis**

---

**From:** Hannon, Mark <Mark.Hannon@coreandmain.com>  
**Sent:** Monday, October 21, 2019 2:01 PM  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** RE: 2020-21 RFQ general water dept. utility

Regina,  
There is no 2020 column but these prices are firm for that year. we will honor pricing. thanks

Mark Hannon  
Chicago District Sales Manager  
Core and Main  
220 S Westgate Drive  
Carol Stream IL 60188

630-315-9492 Direct  
630-665-1887 Fax  
630-514-4122 Cell



This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information, exempt from disclosure, and subject to terms at:  
<http://emailterms.coreandmain.com>

---

**From:** Regina Kokkinis [mailto:rkokkinis@darienil.gov]  
**Sent:** Wednesday, October 16, 2019 11:10 AM  
**To:** Hannon, Mark <Mark.Hannon@coreandmain.com>  
**Cc:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** 2020-21 RFQ general water dept. utility

CAUTION: External

CAUTION: External

Good Day,

Would you honor the 2019-2020 price for the 2020-2021 year?  
If yes, please enter pricing under that column.

Thank you,

*Regina Kokkinis*

Administrative Assistant

Municipal Services

City of Darien

630-353-8105

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

**DARIEN DIRECT CONNECT**

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

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



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

**A RESOLUTION APPROVING TO EXTEND A CONTRACT WITH CORE AND MAIN LP FOR PRESSURE PIPE, AT THE PROPOSED UNIT PRICING, AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021**

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

**SECTION 1:** The City Council of the City of Darien does hereby approve a contract extension with Core and Main LP for pressure pipe, at the proposed unit pricing, as required for various Public Works projects for a period of May 1, 2020 through April 30, 2021, attached hereto as "**Exhibit A**".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November 2019.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



SDR 26 JOINT PIPE MATERIAL QUOTE REQUEST

DESCRIPTION	QUANTITY-RANGE	UNIT	2018-2019		2019-2020		2020-2021	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
12-INCH SDR 26 PRESSURE PIPE or PVC C-901 DR 25 W.M. (2" SDR 26)	500-1,500	LINEAL FOOT	10.75'	x???	10.75	-	10.75	-
16-INCH SDR 26 PRESSURE PIPE or PVC C-905 DR 25 W.M. (16" DR 25)	500-2,500	LINEAL FOOT	21.25'	x???	21.25	-	21.25	-
TOTAL								

Company Name:	CORE AND MAIN
Address:	210 S. WESTGATE DRIVE, CANAL STREET FL 60188
Submitted By:	MARK HANNOU
Date:	11/17/17
Telephone Number:	630-665-1800
Mobile Telephone Number:	630-511-4122
Fax Number:	630-665-1891
E-mail Address:	MARK.HANNOU@COREANDMAIN.COM
Authorized Signature:	<i>Mark Hannou</i>

Note: Mailing will be provided through a City contracted tracking vendor and/or City of Dallas

*Mark Hannou*

2019-2020 updated

*MHA*  
10/22/18

2020-2021 updated

*MHA*  
10/21/19

**AGENDA MEMO0**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

Approval of a resolution to extend a contract with Eternally Green Lawn Care, Inc., for six (6) various fertilizer applications and (3) three applications for planting beds in an amount not to exceed \$22,827.50 for the 2020 Landscape Fertilization Services at the following locations:

- Roadside Right of Ways and Medians of 75<sup>th</sup> Street, and certain segments of Plainfield Road
- Water Plants
- Public Works Facility
- Clock Tower
- City Entrance Way Sign areas
- City Hall Complex
- Detention Basins

**RESOLUTION**

**BACKGROUND/HISTORY**

The City's fertilization program will allow the City to eradicate noxious weeds and provide uniform aesthetically pleasing turf throughout certain right of ways and City owned facilities. The fertilization program includes the treatment of maintaining weed free planting beds throughout the City. On December 17, 2018, staff received three (3) bids for the proposed fertilization services, (See [Attachment A](#)). The contract also called out for two optional extensions for 2020 and 2021. Eternally Green Lawn Care, Inc., confirmed on October 17, 2019 the requested pricing from May 1, 2020 to April 30, 2021. See [Attachment B](#).

- A. The following areas would receive fertilizer applications for turf management throughout the year:
  - 1. All median areas and roadside right of ways on 75<sup>th</sup> Street from, 1 Lot west of Sheridan Drive to Lemont Road
  - 2. Plainfield Road from Cass Avenue east to 75<sup>th</sup> Street
  - 3. City Hall and the Police Department
  - 4. Public Works Facility
  - 5. Water Plant #2 1220 Plainfield Rd  
 Water Plant #3 1930 Manning Rd  
 Water Plant #4 1897 Manning Rd  
 Water Plant #5 8600 Lemont Rd  
 Water Stand Pipe 6709 Wilmette Ave
  - 6. Detention Basins
  - 7. Clock Tower-Turf Area
  
- B. The following areas would receive fertilizer applications for plant-bed management throughout the year:
  - 1. 75th St. Landscape Beds
  - 2. Roadside City Entrance Signs
  - 3. Clock Tower-Plant Bed Area

- C. The contract also entertained fertilization services for the City maintained median trees along 75<sup>th</sup> Street. The scope of work would include fertilizing 240 trees along the 75<sup>th</sup> Street median from Sheridan Drive to Lemont Road.

The contract specifications included up to six (6) various turf fertilizer applications throughout the year and (3) three planting bed fertilizer applications. Staff is requesting that 6 turf applications and 3 plant bed fertilization applications be implemented for the 2020 Program, see [Attachment C](#).

The proposed expenditure would be expended from the following accounts.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2020/21 BUDGET AND EXPENDITURE
01-30-4350	Fertilization 75 <sup>th</sup> Street-Turf Areas	\$ 12,120.00
01-30-4350	City Hall Grounds (½ Charged to Streets)	\$ 173.50
02-50-4223	City Hall Grounds (½ Charged to Water)	\$ 173.50
01-30-4350	Public Works Facility (½ Charged to Streets)	\$ 420.13
02-50-4223	Public Works Facility (½ Charged to Water)	\$ 420.12
02-50-4223	Maintenance Building-Water Plant Fertilization	\$ 1,248.25
01-30-4350	Basin Detention Facility Fertilization	\$ 7,375.00
01-30-4350	75th St. Landscape Bed Fertilization	\$ 210.00
01-30-4350	Roadside City Entrance Signs Fertilization	\$ 240.00
01-30-4350	Clock Tower Turf Fertilization	\$ 211.00
01-30-4350	Clock Tower Plant Bed Fertilization	\$ 186.00
01-30-4350	Tree Fertilization	\$ 50.00
<b>TOTAL PROGRAM COST</b>		<b>\$ 22,827.50</b>

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the contract extension as presented above. Eternally Green Lawn Care, Inc., has provided very efficient services for the City of Darien. *Pending Budget Approval FYE 2020-2021.*

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019 City Council agenda for formal approval.



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

SEALED BID: 2019 Landscape Fertilization Program  
OPENING DATE/TIME: December 17, 2018 @ 9:30 a.m.

ITEM	DESCRIPTION	Eternally Green Lawn Care Inc.			ASE Illini-Scapes Inc.			TruGreen LP		
		2019-2020	2020-2021	2021-2022	2019-2020	2020-2021	2021-2022	2019-2020	2020-2021	2021-2022
Section I-ROW	Application #1	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00	\$ 1,765.00	\$ 1,765.00	\$ 1,765.00
	Application #2	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 2,270.00	\$ 2,270.00	\$ 2,270.00
	Application #3	\$ 2,725.00	\$ 2,725.00	\$ 2,725.00	\$ 4,900.00	\$ 4,900.00	\$ 4,900.00	\$ 2,860.00	\$ 2,860.00	\$ 2,860.00
	Application #4	\$ 1,984.00	\$ 1,984.00	\$ 1,984.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 1,970.00	\$ 1,970.00	\$ 1,970.00
	Application #5	\$ 2,075.00	\$ 2,075.00	\$ 2,075.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,825.00	\$ 1,825.00	\$ 1,825.00
	Application #6	\$ 1,386.00	\$ 1,386.00	\$ 1,386.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
	Subtotal Section I	\$ 12,120.00	\$ 12,120.00	\$ 12,120.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 12,090.00	\$ 12,090.00	\$ 12,090.00
Section II-A-City Hall-Police Dept.	Application #1	\$ 53.50	\$ 53.50	\$ 53.50	\$ 104.00	\$ 104.00	\$ 104.00	\$ 70.00	\$ 70.00	\$ 70.00
	Application #2	\$ 50.00	\$ 50.00	\$ 50.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 70.00	\$ 70.00	\$ 70.00
	Application #3	\$ 73.00	\$ 73.00	\$ 73.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 70.00	\$ 70.00	\$ 70.00
	Application #4	\$ 60.75	\$ 60.75	\$ 60.75	\$ 104.00	\$ 104.00	\$ 104.00	\$ 70.00	\$ 70.00	\$ 70.00
	Application #5	\$ 63.75	\$ 63.75	\$ 63.75	\$ 104.00	\$ 104.00	\$ 104.00	\$ 70.00	\$ 70.00	\$ 70.00
	Application #6	\$ 46.00	\$ 46.00	\$ 46.00	\$ 104.00	\$ 104.00	\$ 104.00	\$ 70.00	\$ 70.00	\$ 70.00
	Subtotal II-A	\$ 347.00	\$ 347.00	\$ 347.00	\$ 624.00	\$ 624.00	\$ 624.00	\$ 420.00	\$ 420.00	\$ 420.00
Section II-B-Municipal Services	Application #1	\$ 130.00	\$ 130.00	\$ 130.00	\$ 251.00	\$ 251.00	\$ 251.00	\$ 160.00	\$ 160.00	\$ 160.00
	Application #2	\$ 121.50	\$ 121.50	\$ 121.50	\$ 251.00	\$ 251.00	\$ 251.00	\$ 160.00	\$ 160.00	\$ 160.00
	Application #3	\$ 176.00	\$ 176.00	\$ 176.00	\$ 251.00	\$ 251.00	\$ 251.00	\$ 160.00	\$ 160.00	\$ 160.00
	Application #4	\$ 146.00	\$ 146.00	\$ 146.00	\$ 251.00	\$ 251.00	\$ 251.00	\$ 160.00	\$ 160.00	\$ 160.00
	Application #5	\$ 154.75	\$ 154.75	\$ 154.75	\$ 251.00	\$ 251.00	\$ 251.00	\$ 160.00	\$ 160.00	\$ 160.00
	Application #6	\$ 112.00	\$ 112.00	\$ 112.00	\$ 251.00	\$ 251.00	\$ 251.00	\$ 160.00	\$ 160.00	\$ 160.00
	Subtotal II-B	\$ 840.25	\$ 840.25	\$ 840.25	\$ 1,506.00	\$ 1,506.00	\$ 1,506.00	\$ 960.00	\$ 960.00	\$ 960.00
Section II-C-G-Specified Facilities	Application #1	\$ 191.50	\$ 191.50	\$ 191.50	\$ 370.00	\$ 370.00	\$ 370.00	\$ 225.00	\$ 225.00	\$ 225.00
Water Plants 2,3,4,5 Standpipe	Application #2	\$ 178.50	\$ 178.50	\$ 178.50	\$ 370.00	\$ 370.00	\$ 370.00	\$ 225.00	\$ 225.00	\$ 225.00
	Application #3	\$ 261.00	\$ 261.00	\$ 261.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 225.00	\$ 225.00	\$ 225.00
	Application #4	\$ 218.75	\$ 218.75	\$ 218.75	\$ 370.00	\$ 370.00	\$ 370.00	\$ 225.00	\$ 225.00	\$ 225.00
	Application #5	\$ 231.50	\$ 231.50	\$ 231.50	\$ 370.00	\$ 370.00	\$ 370.00	\$ 225.00	\$ 225.00	\$ 225.00
	Application #6	\$ 167.00	\$ 167.00	\$ 167.00	\$ 370.00	\$ 370.00	\$ 370.00	\$ 225.00	\$ 225.00	\$ 225.00
	Subtotal II-C-G	\$ 1,248.25	\$ 1,248.25	\$ 1,248.25	\$ 2,220.00	\$ 2,220.00	\$ 2,220.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00
	Subtotal Section II	\$ 2,435.50	\$ 2,435.50	\$ 2,435.50	\$ 4,350.00	\$ 4,350.00	\$ 4,350.00	\$ 2,730.00	\$ 2,730.00	\$ 2,730.00
Section III-Basins	Application #1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 1,080.00	\$ 1,080.00	\$ 1,080.00
	Application #2	\$ 1,125.00	\$ 1,125.00	\$ 1,125.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,390.00	\$ 1,390.00	\$ 1,390.00
	Application #3	\$ 1,725.00	\$ 1,725.00	\$ 1,725.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 1,745.00	\$ 1,745.00	\$ 1,745.00
	Application #4	\$ 1,125.00	\$ 1,125.00	\$ 1,125.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	Application #5	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,120.00	\$ 1,120.00	\$ 1,120.00
	Application #6	\$ 900.00	\$ 900.00	\$ 900.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 860.00	\$ 860.00	\$ 860.00
	Subtotal Section III	\$ 7,375.00	\$ 7,375.00	\$ 7,375.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,395.00	\$ 7,395.00	\$ 7,395.00
Section IV-A-75th St. Landscape Beds	Application #1	\$ 70.00	\$ 70.00	\$ 70.00	\$ 541.00	\$ 541.00	\$ 541.00	\$ 525.00	\$ 525.00	\$ 525.00
	Application #2	\$ 70.00	\$ 70.00	\$ 70.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00
	Application #3	\$ 70.00	\$ 70.00	\$ 70.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00
	Subtotal IV-A	\$ 210.00	\$ 210.00	\$ 210.00	\$ 4,266.00	\$ 4,266.00	\$ 4,266.00	\$ 6,300.00	\$ 6,300.00	\$ 6,300.00
Section IV-B-Roadside City Entrance Signs	Application #1	\$ 80.00	\$ 80.00	\$ 80.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 350.00	\$ 350.00	\$ 350.00
	Application #2	\$ 80.00	\$ 80.00	\$ 80.00	\$ 1,240.00	\$ 1,240.00	\$ 1,240.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
	Application #3	\$ 80.00	\$ 80.00	\$ 80.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 350.00	\$ 350.00	\$ 350.00
	Subtotal IV-B	\$ 240.00	\$ 240.00	\$ 240.00	\$ 1,491.00	\$ 1,491.00	\$ 1,491.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
Section IV-C-Clock Tower	Application #1	\$ 37.00	\$ 37.00	\$ 37.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 43.00	\$ 43.00	\$ 43.00
	Application #2	\$ 32.00	\$ 32.00	\$ 32.00	\$ 73.00	\$ 73.00	\$ 73.00	\$ 43.00	\$ 43.00	\$ 43.00
	Application #3	\$ 45.00	\$ 45.00	\$ 45.00	\$ 83.00	\$ 83.00	\$ 83.00	\$ 43.00	\$ 43.00	\$ 43.00
	Application #4	\$ 32.00	\$ 32.00	\$ 32.00	\$ 73.00	\$ 73.00	\$ 73.00	\$ 43.00	\$ 43.00	\$ 43.00
	Application #5	\$ 35.00	\$ 35.00	\$ 35.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 43.00	\$ 43.00	\$ 43.00
	Application #6	\$ 30.00	\$ 30.00	\$ 30.00	\$ 63.00	\$ 63.00	\$ 63.00	\$ 43.00	\$ 43.00	\$ 43.00
	Subtotal IV-C1	\$ 211.00	\$ 211.00	\$ 211.00	\$ 474.00	\$ 474.00	\$ 474.00	\$ 258.00	\$ 258.00	\$ 258.00
Section IV-C-Mulch Beds	Application #1	\$ 62.00	\$ 62.00	\$ 62.00	\$ 342.00	\$ 342.00	\$ 342.00	\$ 50.00	\$ 50.00	\$ 50.00
	Application #2	\$ 62.00	\$ 62.00	\$ 62.00	\$ 1,232.00	\$ 1,232.00	\$ 1,232.00	\$ 600.00	\$ 600.00	\$ 600.00
	Application #3	\$ 62.00	\$ 62.00	\$ 62.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 50.00	\$ 50.00	\$ 50.00
	Subtotal IV-C2	\$ 186.00	\$ 186.00	\$ 186.00	\$ 1,874.00	\$ 1,874.00	\$ 1,874.00	\$ 700.00	\$ 700.00	\$ 700.00
	Subtotal Section IV	\$ 847.00	\$ 847.00	\$ 847.00	\$ 8,105.00	\$ 8,105.00	\$ 8,105.00	\$ 10,958.00	\$ 10,958.00	\$ 10,958.00
Section V-Tree Fertilization		\$ 50.00	\$ 50.00	\$ 50.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 850.00	\$ 850.00	\$ 850.00
	Subtotal Section V	\$ 50.00	\$ 50.00	\$ 50.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 850.00	\$ 850.00	\$ 850.00
<b>Grand Total</b>		<b>\$ 22,827.50</b>	<b>\$ 22,827.50</b>	<b>\$ 22,827.50</b>	<b>\$ 52,355.00</b>	<b>\$ 52,355.00</b>	<b>\$ 52,355.00</b>	<b>\$ 34,023.00</b>	<b>\$ 34,023.00</b>	<b>\$ 34,023.00</b>
			bid check			bid bond		bid bond		

MEMO

**From:** [Jim Webb](#)  
**To:** [Regina Kokkinis](#)  
**Cc:** [Dan Gombac](#)  
**Subject:** Re: 2020 fertilization extension  
**Date:** Thursday, October 17, 2019 11:09:15 PM

---

Regina,

Yes, we look forward to continuing to work with you for your fertilizing/weed control needs. Thank you for your trust.

Respectfully,

*Jim Webb*, President



9418 Corsair Road  
Frankfort, IL 60423  
815-469-5566 (Office)  
815-464-8199 (Fax)

**From:** [Regina Kokkinis](#)  
**Sent:** Thursday, October 17, 2019 9:26 AM  
**To:** [Jim Webb](#)  
**Cc:** [Dan Gombac](#)  
**Subject:** 2020 fertilization extension

Good Day,

Attached, please see the pricing schedule for 2020-21 as it relates to the subject line. Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2020-21 pricing schedule.

Thank you,

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

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

**DARIEN DIRECT CONNECT**

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

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







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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT EXTENSION FOR THE 2020 LANDSCAPE FERTILIZATION PROGRAM BETWEEN THE CITY OF DARIEN AND ETERNALLY GREEN LAWN CARE, INC., FOR SIX (6) VARIOUS FERTILIZER APPLICATIONS AND (3) THREE APPLICATIONS FOR PLANTING BEDS IN AN AMOUNT NOT TO EXCEED \$22,827.50**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract extension for the 2020 Fertilization Program between the City of Darien and Eternally Green Lawn Care, Inc. for the various fertilizer applications, for the City's 2020 Landscape Fertilization Services at Roadside Rights of Way and Medians of 75th Street, and certain segments of Plainfield Road. Included also are City owned facilities such as the Water Plant grounds, the Public Works facility and the City Hall grounds, the Clock Tower, City entrance signs, and detention basins a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November 2019.**

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 4<sup>th</sup> day of November, 2019.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
CITY ATTORNEY





**BID PROPOSAL  
SCHEDULE OF PRICES  
ROADSIDE RIGHT-OF-WAYS AND MEDIANS  
AND SPECIFIED FACILITIES**

**CONTRACT EXTENSION ONE  
MAY 1, 2020-APRIL 30, 2021**

This bid proposal is for a contract extension of one year beginning **May 1, 2020 through April 30, 2021. This contract is for the 1st extension.** The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

**TOTAL COST SECTION I & II & III & IV & V for 2020**     ~~\$22,827.00~~  
\$B \$22,827.50  
RK

**BID PROPOSAL**  
**SCHEDULE OF PRICES**  
**ROADSIDE RIGHT-OF-WAYS AND MEDIANS**  
**AND SPECIFIED FACILITIES**

This bid proposal is based upon an itemization of one base year with two optional year contract proposal. **The below proposal is for May 1, 2019 through April 30, 2020.** The second year of the option to be determined and evaluated in April of 2020. The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

**I. RIGHT-OF-WAY MAINTENANCE - FERTILIZATION DESCRIPTION**

	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	<u>\$1,750.00</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	<u>\$2,200.00</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	<u>\$2,725.00</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	<u>\$1,984.00</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	<u>\$2,075.00</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	<u>\$1,386.00</u>
<b>SUB TOTAL I</b>	<u>\$12,120.00</u>

**II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION**

	<u>ACRES</u>	<u>COST</u>
<b>A. City Hall 1702 Plainfield Rd</b>	<b>0.70</b>	
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control		<u>\$53.50</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with Escalade Broadleaf Weed Control.		<u>\$50.00</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		<u>\$73.00</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		<u>\$60.75</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G		<u>\$63.75</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS		<u>\$46.00</u>
<b>SUB TOTAL II A.</b>		<u>\$349.00</u>

**II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION**

	<u>ACRES</u>	<u>COST</u>
<b>B.      Municipal Services 1041 S Frontage Rd</b>	1.70	
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control		<u>\$130.00</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.		<u>\$121.50</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		<u>\$176.00</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		<u>\$146.00</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G		<u>\$154.75</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS		<u>\$112.00</u>
 <b>SUB TOTAL II B.</b>		 <u>\$840.25</u>

**II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION**

	<u>ACRES</u>	<u>COST</u>
C. Water Plant #2 1220 Plainfield Rd	.33	
D. Water Plant #3 1930 Manning Rd	.57	
E. Water Plant #4 1901 Manning Rd	.66	
F. Water Plant #5 8600 Lemont Rd	.83	
G. Water Stand Pipe 6709 Wilmette Ave	<u>.11</u>	
<b>TOTAL ACRES</b>	<b>2.5</b>	
 APPLICATION #1 MARCH – APRIL		 <u>\$191.50</u>
Fertilizer application with Crabgrass		
Pre-emergent 25-0-5 w/0.19% Deminsion		
Pre-M & Escalade Broadleaf Weed Control		
 APPLICATION #2 APRIL – MAY		 <u>\$178.50</u>
Fertilizer application 25-0-5 AS with,		
Escalade Broadleaf Weed Control.		
 APPLICATION #3 MAY – JUNE		 <u>\$261.00</u>
Fertilizer application 21-0-3 .2 Merit AS		
with Tri-Power Broadleaf Leaf Weed		
Control-Includes Grub Preventative		
 APPLICATION #4 JULY – AUGUST		 <u>\$218.75</u>
Fertilizer application 25-0-5 50% AS		
with Tri-Power Broadleaf Weed Control		
 APPLICATION #5 SEPTEMBER		 <u>\$231.50</u>
Fertilizer application with Broadleaf Weed Control.		
Follow up Grub Control as needed.		
25-0-5 50%AS, Tripower, Dylox 6.2G		
 APPLICATION #6 NOVEMBER - DECEMBER		 <u>\$167.00</u>
Dormant Fertilizer application.		
25-0-5 50% AS		
 <b>SUB TOTAL II C-G.</b>		 <del><u>\$1247.75</u></del>

O/B \$1248.25  
 RK  
 12/17/11

**III. SPECIFIED BASIN MAINTENANCE**

Work under this section shall include all fertilizing, broad leaf weed control and crabgrass weed control as described below. Estimated acreage areas included in this section are as follows:

<b>LOCATION</b>	<b>ACRES</b>
DALE ROAD BASIN	1.20
NANTUCKET BASIN	2.50
WOODLAND BASIN/WHITTIER	3.10
GREEN VALLEY BASIN	1.80
FAIRVIEW MANNING BASIN	1.70
86 <sup>TH</sup> STREET BASIN	2.10
PLAINFIELD MANNING BASIN	.75
WESTMINSTER COURT	.30
7702 FLORENCE AREA	.25
<b>TOTAL ACRES</b>	<b>13.70</b>

<b>FERTILIZATION DESCRIPTION</b>	<b><u>COST</u></b>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	<u>\$1,200.00</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	<u>\$1,125.00</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	<u>\$1,725.00</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	<u>\$1,125.00</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G	<u>\$1,300.00</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	<u>\$900.00</u>
<b>SUB TOTAL III</b>	<u><b>\$7,375.00</b></u>

**IV. LANDSCAPE BED PLANT FERTILIZATION**

<b>A. Landscape Beds 75th Street Median</b>	<b>Number of Planting Beds</b>	<b>Estimated Total Square Yards</b>
1 - 75th St & Plainfield Rd - East	1	285
2 - 75th St & Plainfield Rd - West	1	285
3 - 75th St & Plainfield Rd - Berm	1	430
4 - 75th St & Cass Ave - East	1	135
5 - 75th St & Cass Ave - West	1	160
6 - 75th St & Adams St - East	1	285
7 - 75th St & Adams St - West	1	305
<b>TOTAL</b>	<b>7</b>	<b>1885</b>
8 - Fertilizer Treatment	7	1885

**APPLICATION #1**

April-First two weeks

Bed Preemergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$70.00

**APPLICATION #2**

Bi weekly-15 Applications -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil

\$70.00

**APPLICATION #3**

Late Fall-Mid November

Bed Preemergent-BroadStar

\$70.00

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
Appl #1	\$10.00	7	\$70.00
Appl #2	\$10.00	7	\$70.00
Appl #3	\$10.00	7	\$70.00

**SUB TOTAL IV A**

\$210.00

<b>B. Roadside ROW – Landscape Beds B. City Entrance Signs</b>	<b>Number of Planting Beds</b>	<b>Estimated Total Square Yards</b>
1 - Plainfield Rd - Northern ROW		
West of Route 83	1	52
2 - 83rd St - Southern ROW		
East of Janes Ave	1	35
3 - 75th St - Southern ROW		
East of Lemont Rd	1	52
4 - 75th St - Southern ROW		
West of Route 83	1	52
5 - Cass Ave - Eastern ROW		
North of Frontage Rd	1	52
6 - Cass Ave - Western ROW		
South of 67th St	1	40
7 - Lemont Rd - Eastern ROW		
North of I-55	1	60
8 - 87th St - Southern ROW		
East of Woodward	1	85
<b>Total City Entrance Signs</b>	<b>8</b>	<b>428</b>

**APPLICATION #1**

April-First two weeks

Bed Preemergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ 80.00

**APPLICATION #2**

Bi weekly-15 Applications -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil \$ 80.00

**APPLICATION #3**

Late Fall-Mid November

Bed Preemergent - BroadStar \$ 80.00

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
Appl #1	\$ 10.00	8	\$ 80.00
Appl #2	\$ 10.00	8	\$ 80.00
Appl #3	\$ 10.00	8	\$ 80.00

**SUB TOTAL IV B**

\$ 240.00



<b>C. City of Darien Clock Tower - Cass Ave Plant Bed Maintenance &amp; Turf Fertilization Plainfield Rd - North East Corner</b>	<b>Number of Planting Beds</b>	<b>Est.Total Square Yards</b>
<b>C. Clock Tower</b>		
Cass Ave & Plainfield Rd - North East Corner	1	3000
<b>TOTAL</b>	<b>1</b>	<b>3000</b>
C-1 Turf -Fertilization	1	1500
C-2 Fertilizer Treatment - Mulch Beds	1	1500

Turf -Fertilization

FERTILIZATION DESCRIPTION

COST

APPLICATION #1 MARCH – APRIL

Fertilizer application with Crabgrass Pre-emergent  
25-0-5 w/0.19% Deminsion Pre-M & Escalade  
Broadleaf Weed Control

\$ 37.00

APPLICATION #2 APRIL – MAY

Fertilizer application 25-0-5 AS with,  
Escalade Broadleaf Weed Control.

\$ 32.00

APPLICATION #3 MAY – JUNE

Fertilizer application 21-0-3 .2 Merit AS  
with Tri-Power Broadleaf Leaf Weed  
Control-Includes Grub Preventative

\$ 45.00

APPLICATION #4 JULY – AUGUST

Fertilizer application 25-0-5 50% AS with  
Tri-Power Broadleaf Weed Control

\$ 32.00

APPLICATION #5 SEPTEMBER

Fertilizer application with Broadleaf Weed Control.  
Follow up Grub Control as needed.  
25-0-5 50%AS, Tripower, Dylox 6.2G

\$ 35.00

APPLICATION #6 NOVEMBER - DECEMBER

Dormant Fertilizer application.  
25-0-5 50% AS

\$ 30.00

SUB TOTAL IV C-1

\$ 211.00

**C-2 MULCH BEDS**

**APPLICATION #1**

April-First two weeks

Bed Preemergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals

\$ 62.00

**APPLICATION #2**

Bi weekly-15 Applications -Late April to Mid - October

Post Emergent 2 X a month-Razor Pro + Crop Oil

\$ 62.00

**APPLICATION #3**

Late Fall-Mid November

Bed Preemergent-BroadStar

\$ 62.00

**SUB TOTAL IV C-2**

\$ 186.00

**V. TREE FERTILIZATION**

Tree Root Feeding for trees

\$ 50.00

**SUB TOTAL V**

\$ 50.00

**TOTAL COST SECTION I & II & III & IV & V for 2019**

~~\$ 22,827.00~~

S/B \$ 22,827.50  
RK  
12/17/11

CONTRACT

1. This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Darien, acting by and through its Mayor and Clerk and \_\_\_\_\_.
  
2. That for and in consideration of the payments and agreements mentioned in City of Darien for the Specifications and contract documents for the 2019 Landscape Fertilization at Roadside Right of ways and Medians and Specified Facilities, along with two optional extensions for 2020 and 2021 and attached hereto, agrees with the City of Darien at his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such City of Darien Contract attached hereto.
  
3. It is understood and agreed that City of Darien Contract hereto attached, prepared by the City of Darien, is an essential document of this contract and is a part hereof.
  
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(City Seal)

CITY OF DARIEN

Attest:

By: \_\_\_\_\_  
City Clerk

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

(Corporate Seal)

CORPORATE NAME

Attest:

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

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

**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

Consideration of the following ordinances to amend the liquor code as follows:

- A. Delete two liquor licenses [ORDINANCE](#)
- B. Addition of a new liquor license class-Class Q-for wine sales at the Carmelite Gift Shop [ORDINANCE](#)

**BACKGROUND**

In 2016 the City Council passed ordinance O-12-16 amending the liquor code by reducing the number of licenses in several classes so that there were no (open) licenses available that are not assigned to a particular business. Since then, two restaurants that had liquor licenses are no longer in operation; Red Bowl at 7511 Lemont Road and Para Sushi at 2425 75<sup>th</sup> Street. Both had a Class K license. Staff proposes a code amendment reducing the number of liquor licenses in Class K from 4 to 2.

We have received a request from the Carmelite Gift Shop for City approval to sell wine. The Gift Shop is operated by the non-profit Society of Mt. Carmel and is located next to the St. Therese chapel and visitor's center on Bailey Road. Our liquor code does not have a class that would accommodate their proposed sales. Staff proposes creating a new class, Class Q, to allow wine sales for off-site consumption not associated with food with an annual fee of \$1,500 and on-site tasting at up to four special events per year, each to be approved by the Liquor Commissioner with no additional fee. Mayor Marchese as Liquor Commissioner has indicated he does not oppose the request.

**ATTACHMENTS**

- A. [Email from Carmelite Gift Shop](#)
- B. [Summary description of liquor license classes](#)
- C. [List of liquor licenses currently issued by class](#)

**COMMITTEE RECOMMENDATIONS**

The Municipal Services Committee recommends approval of these ordinances.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019 City Council agenda for formal consideration.

MEMO

**Steven Manning**

---

**From:** Steven Manning  
**Sent:** Tuesday, October 15, 2019 4:24 PM  
**To:** Steven Manning  
**Subject:** Carmelite Gift Shop

**From:** Carmelite Gift Shop <[theresa\\_leyden@carmelitegiftshop.org](mailto:theresa_leyden@carmelitegiftshop.org)>  
**Sent:** Wednesday, October 9, 2019 9:52 AM  
**To:** Steven Manning <[smanning@darienil.gov](mailto:smanning@darienil.gov)>  
**Subject:** Re: License to sell wine-Carmelite Gift Shop

Hi Steve,

Great speaking with you yesterday! We are really excited about the possibility of selling our wine here at the Carmelite Gift Shop. Here is the link to the vineyard: <https://monasterycellars.com/>

Here are the alcohol content of the wines, as I mentioned there are three.

The Red & White are 13.0%

The Ice Wine is 10.5%

Please send the form along and I will get that filled out and returned. Also, you mentioned a couple meetings, would somebody from our organization need to attend?

Blessings,  
 Theresa

---

**From:** Maria Gonzalez <[mgonzalez@darienil.gov](mailto:mgonzalez@darienil.gov)>  
**Sent:** Thursday, October 3, 2019 2:45 PM  
**To:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Cc:** Steven Manning <[smanning@darienil.gov](mailto:smanning@darienil.gov)>  
**Subject:** FW: License to sell wine

Dan,

The mayor stated that he is ok with the attached liquor license request. Bryon said I should forward this to you for your Committee.

Maria

**From:** Carmelite Gift Shop [[mailto:theresa\\_leyden@carmelitegiftshop.org](mailto:theresa_leyden@carmelitegiftshop.org)]  
**Sent:** Thursday, October 03, 2019 11:58 AM  
**To:** Maria Gonzalez <[mgonzalez@darienil.gov](mailto:mgonzalez@darienil.gov)>  
**Subject:** License to sell wine

Hi Maria,

We spoke a few months back about a liquor license. I have attached a letter to Mayor Marchese requesting approval to sell wine here at the Carmelite Gift Shop. Please forward the information along and let me know if I can answer any questions or concerns.

Blessings,

Theresa Leyden  
Director of Retail Sales

Carmelite Gift Shop

St. Therese National Shrine

8501 Bailey Rd  
Darien, IL 60561  
Office: 630-929-0001

The Carmelite Gift Shop

hosts, hostesses, dancers, singers, models or other performance artists, or role playing interactions. (Ord. 0-39-94, 9-19-1994)

### **3-3-7: CLASSIFICATION OF LICENSES AND FEES:**

#### **3-3-7-1: CLASS A LICENSE:**

- (A) A Class A license shall authorize sale at retail of alcoholic liquor in the original package but not for consumption on the premises of sale. Provided, however, that the Commissioner may authorize the licensed premises to offer liquor samples without charge to invitees as part of a promotional or advertising program. The granting of permission to give away such liquor samples shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a promotional or advertising activity at least three (3) days prior to the date upon which such activity is proposed to take place. It shall be unlawful for such an advertising or promotional activity to take place without the prior permission of the Commissioner. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M. (Ord. 0-03-17, 4-3-2017)
- (C) The number of Class A licenses shall be ten (10). (Ord. 0-12-16, 4-4-2016)
- (D) The annual fee for a Class A license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

#### **3-3-7-2: CLASS B LICENSE:**

- (A) The Class B license shall authorize the sale at retail and serving of alcoholic liquor at a banquet hall or similar facility (where the predominant purpose of the premises is the holding of private or limited parties or events) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a banquet hall or similar facility on the premises. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor on the premises of such facility in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail and to serve alcoholic liquor on the premises of sale in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-19-03, 4-21-2003)
- (C) The annual fee for a Class B license shall be two thousand dollars (\$2,000.00).
- (D) The number of Class B licenses shall be one (1). (Ord. 0-39-94, 9-19-1994)

### **3-3-7-3: CLASS C LICENSE:**

- (A) A Class C license shall authorize the sale at retail and serving of alcoholic liquor for a country club (public/semipublic/private) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a country club on the premises. Serving of alcoholic liquor at a counter or bar shall be allowed under a Class C license to seated customers only. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful to sell or offer for sale at retail and to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-24-14, 7-7-2014)
- (C) The annual fee for a Class C license shall be two thousand dollars (\$2,000.00).
- (D) The number of Class C licenses shall be one (1).
- (E) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

### **3-3-7-4: CLASS D LICENSE:**

- (A) A Class D license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class D liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class D liquor license between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-16-13, 8-5-2013)
- (C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)
- (D) The number of Class D licenses shall be nine (9). (Ord. 0-05-17, 4-3-2017)



(E) The annual fee for a Class D license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

**3-3-7-5: CLASS E LICENSE:**

(A) A Class E license shall authorize the sale at retail of beer and wine in original package only but not for consumption on the premises of sale. Such license shall be authorized only at such location where prepackaged food is also sold and only in such locations where there are no seats for consumption of food on the premises. (Ord. 0-18-09, 6-15-2009)

(B) It shall be unlawful for any person to sell or offer for sale at retail any beer or wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale any beer or wine at retail in the original package but not for consumption on the premises of sale between the hours of one minute past twelve o'clock (12:01) A.M. and nine o'clock (9:00) A.M. (Ord. 0-41-08, 11-17-2008)

(C) The number of Class E licenses shall be five (5). (Ord. 0-07-12, 2-21-2012)

(D) The annual fee for a Class E license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

**3-3-7-6: CLASS F LICENSE:**

(A) A Class F license shall only authorize the sale at retail of beer and wine for consumption at tables on the premises of sale provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis. Beer shall be sold only by the glass or pitcher. Wine shall be sold only by glass or carafe.

(B) The serving of beer or wine for consumption while seated at a counter or bar shall not be permitted under a Class F license.

(C) Delivery of beer or wine by the license holder or his employees with carryout orders shall not be permitted under a Class F license.

(D) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class F liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class F liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.

(E) A Class F liquor license, where issued, shall be for an establishment which caters principally to elementary aged schoolchildren and their families. Entertainment in the form of theatrical or musical presentations directed toward children and their families shall be permitted within

such an establishment. The use of automatic amusement devices shall be allowed at such an establishment to the extent that they are otherwise permitted by the ordinances of the City.

(F) The number of Class F licenses shall be one (1).

(G) The annual fee for a Class F license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

**3-3-7-7: CLASS G LICENSE:**

(A) A Class G license shall authorize the sale at retail of alcoholic liquor in the original package for consumption off the premises and for consumption on the premises of sale. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-22-14, 7-7-2014)

(C) The number of Class G licenses shall be one (1).

(D) The annual fee for a Class G license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

**3-3-7-8: CLASS H LICENSE:**

(A) A Class H license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class H licenses shall be two (2). (Ord. 0-12-17, 7-17-2017)

(D) The annual fee for a Class H license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

### **3-3-7-9: CLASS I LICENSE:**

- (A) A Class I license shall authorize the sale at retail of alcoholic liquor for consumption on the premises, provided such sale and serving is accessory to the main purpose of operating an approved amusement premises for which all permits have been previously granted by the City Council. (Ord. 0-39-94, 9-19-1994)
- (B) It shall be unlawful for any person to sell or offer to sell at retail or serve for consumption on the premises alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-41-08, 11-17-2008)
- (C) The number of Class I licenses shall be one (1).
- (D) The annual fee for a Class I license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

### **3-3-7-10: CLASS J LICENSE:**

Temporary license, daily fee.

- (A) A Class J license shall authorize the sale at retail of alcoholic liquor for consumption only at the location and on the specified dates designated for the special event in the license. Such temporary liquor licenses may be granted to organizations and clubs such as, but not limited to, veterans' organizations, educational, fraternal, political, civic, religious or other nonprofit organizations.
- (B) A Class J license shall be granted on a day to day basis, but not to exceed three (3) consecutive days. The Class J license shall authorize the sale of alcoholic liquor for consumption only at the location until twelve o'clock (12:00) midnight on Friday and Saturday and until nine o'clock (9:00) P.M. on Sunday. An applicant for a temporary liquor license must submit with the application proof satisfactory to the Commissioner that the applicant shall provide dramshop liability insurance in the maximum limits. (Ord. 0-27-16, 8-1-2016)
- (C) The fee for a Class J license shall be fifty dollars (\$50.00) per day. (Ord. 0-39-94, 9-19-1994)

### **3-3-7-11: CLASS K LICENSE:**

- (A) A Class K license shall authorize the sale at retail of beer and wine for consumption on the premises of sale or at tables, provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class K liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class K liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class K licenses shall be four (4). (Ord. 0-24-16, 7-18-2016)

(D) The annual fee for a Class K license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

### **3-3-7-12: CLASS L LICENSE:**

(Rep. by Ord. 0-37-12, 10-15-2012)

### **3-3-7-13: CLASS M LICENSE:**

(A) A Class M license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables in premises operated by a nonprofit organization for members of the organization, their guests, and public patrons. The sale and consumption of alcoholic liquor shall be limited to the premises.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class M liquor license between eleven o'clock (11:00) P.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) The number of Class M licenses shall be one. (Ord. 0-12-18, 5-7-2018)

(D) The annual fee for a Class M license shall be one thousand dollars (\$1,000.00).

(E) All proceeds and profits made pursuant to the operation of a business activity under this license shall be for a lawful nonprofit organization. No officer or owner of any licensee under this section shall individually receive any remuneration or compensation from the business activities pursuant to this license. (Ord. 0-26-13, 10-7-2013)

### **3-3-7-14: CLASS N LICENSE:**

(A) A Class N license shall authorize the on premises consumption and retail sale of craft beer where the premises is that of a brewing facility. For the purposes of this subsection, "brewing facility" is defined as a place in which the primary business is the manufacturing, packaging, distribution, sale and storage of craft beer produced on the premises in compliance with Federal and State laws. The following regulations shall apply to the Class N license:

1. No more than a total of fifty thousand (50,000) gallons of beer shall be sold at retail in growlers, cans and/or bottles for off premises consumption per year.

2. All growlers, cans and beers sold at retail for off premises consumption must be properly sealed.
3. Retail sales for off premises consumption and on premises consumption shall be limited to the retail portion of the licensed premises; except, however, on premises consumption may be allowed in other areas of the licensed premises during supervised tours and private events. The retail portion of the licensed premises shall not exceed three thousand (3,000) square feet.
4. Product sampling shall be permitted in accordance with State law, at no charge.
5. Patrons under twenty one (21) years of age shall be allowed on the premises when accompanied by a person twenty one (21) years of age or older; except, however, classes and seminars on alcoholic related subjects shall only be open to patrons twenty one (21) years and older.
6. Live entertainment is restricted to the indoor retail portion of the premises; except, however, live entertainment may be permitted in other indoor areas of the licensed premises during private events. (Ord. 0-34-14, 11-3-2014)

(B) It shall only be lawful to sell at retail or offer for sale at retail craft beer in conjunction with a Class N liquor license for off premises and/or on premises consumption between twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M., Sunday through Saturday. Except, however, private events shall not be restricted to the above hours. For private events it shall be unlawful to sell or serve craft beer between the hours of one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or serve craft beer between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours of lawful sale or service of craft beer on special occasions such as New Year's Eve. (Ord. 0-16-16, 5-16-2016)

(C) The number of Class N licenses shall be one.

(D) The annual fee for a Class N license shall be two thousand dollars (\$2,000.00). (Ord. 0-34-14, 11-3-2014)

### **3-3-7-15: CLASS O LICENSE:**

(A) A Class O license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class O liquor license between one o'clock (1:00) A.M. and seven o'clock (7:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class O liquor license between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

- (C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only.
- (D) The number of Class O licenses shall be one.
- (E) The annual fee for a Class O license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-21-15, 6-15-2015)

**3-3-7-16: CLASS P LICENSE:**

- (A) A Class P license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.
- (B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.
- (C) The number of Class P licenses shall be one.
- (D) The annual fee for a Class P license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-12-17, 7-17-2017)

**3-3-7-17: PAYMENT OF FEES, EXPIRATION DATE:**

- (A) All liquor license fees shall be paid to the City Clerk at the time of application. If the license is denied, such application fee shall be returned. Said license fees shall be deposited in the General Fund of the City. A separate fifty dollar (\$50.00) nonrefundable license application fee for each person to be investigated under section 3-3-17 of this chapter plus reasonable costs shall be tendered to the City Clerk with each application submitted for license. Such additional costs shall include, but are not limited to, fingerprinting fees for each applicant and/or member stockholder, and as such fees may be increased from time to time by the Illinois State Police and the Federal Bureau of Investigation (FBI) and their successors and assigns.
- (B) All licenses shall expire on June 30 of each year. (Ord. 0-39-94, 9-19-1994; amd. Ord. 0-14-05, 6-20-2005; Ord. 0-26-13, 10-7-2013; Ord. 0-34-14, 11-3-2014; Ord. 0-21-15, 6-15-2015; Ord. 0-12-17, 7-17-2017)

**3-3-8: CONDITIONS AND RESTRICTIONS OF LICENSE:**

- (A) Location:

# Liquor Licenses



Class License	License Num	Business Name	Street #	Street Name	Contact	Contact Phone No
<b>A</b>						
A-1		Brookhaven Marketplace	7516	Cass Avenue	Mr. John Manos	(630) 212-1644
A-10		Walgreens #06176	8300	Lemont Road	Mr. Jeff Jackson	(847) 527-4612
A-11		Darien Tobacco Wine & Liquor	7516	Cass Avenue, #5A	Ms. Manisha Patel	(773) 716-8459
A-3		Jewel Food Store # 3123	7335	Cass Avenue	Ms. Johanna Chacon	(630) 948-6010
A-4		CVS Pharmacy #8501	8325	Lemont Road	Ms. Carol Fontaine	(401) 770-4506
A-5		Osco Drug Store # 3123	7329-7335	Cass Avenue	Ms. Johanna Chacon	(630) 948-6010
A-6		Aldi, Inc #80	2251	75th Street	Ms. Julie Obora	(630) 879-8100
A-7		Darien Liquor	8125	Cass Avenue	Mr. Mansukhlal D. Ankola	(630) 696-5404
A-8		Wal-Mart #2215	2189	75th Street	Mr. Nathan Edmiston	(479) 204-6530
A-9		Walgreens #09033	7516	Cass Avenue	Mr. Jeff Jackson	(847) 527-4612
<b>B</b>						
B-1		Alpine Banquets, Inc.	8230	Cass Avenue	Mr. & Mrs. Stanley Kos	(630) 964-4154
<b>C</b>						
C-1		Carriage Way West	8700	Carriage Green Drive	Mr. Brian Broderick	(630) 390-0478
<b>D</b>						
D-1		Tai San Chef	2813	83rd Street	Mr. Biyan Zhao	(630) 985-5006
D-2		Patio Restaurant of Darien, Inc.	7440	Kingery Highway	Ms. Janet Koliopoulos	(708) 430-1313
D-3		Aodake	2129	75th Street	Ms. Wang Yan	(860) 518-8888
D-4		TGI Friday's Inc.	2201	75th Street	Ms. Anil Yadav	(510) 792-3393
D-5		Al Chile Mexican Grill, Inc.	8123	Cass Avenue	Mr. Jose Reynoso	(630) 390-8880
D-6		Mi Hacienda	2601	75th Street	Mr. Enrique A. Rodriguez	(630) 910-2000
D-7		Old Vilnius Café	2601	75th Street	Mr. Andrius Bucas	(847) 845-3972
D-8		Chiba Japanese Restaurant	7533	Cass Ave	Mr. Jing T. He	(630) 850-7848
D-9		Dotty's	7516	Cass Avenue, #24	Mr. James Lang	(702) 265-5812

Class License	License Num	Business Name	Street #	Street Name	Contact	Contact Phone No
<b>E</b>						
E-1		Darien Pantry	737	Plainfield Road	Mr. Bhadresh R. Amin	(214) 663-0968
E-2		Speedway #5344	8301	Lemont Road	Ms. Jill Shaw	(937) 863-7191
E-5		Circle K #6713	8975	Lemont Road	Ms. Carole Owings	(812) 379-9227
E-6		Speedway #7765	7502	Cass Ave	Ms. Jill Shaw	(937) 863-7191
E-7		Speedway #1425	10250	Lemont Road	Ms. Jill Shaw	(937) 863-7191
<b>F</b>						
F-1		Chuck E. Cheese	7409	Cass Avenue	Ms. Maribel Alamillo	(972) 258-5481
<b>G</b>						
G-1		Dry Dock	1125	North Frontage Road	Ms. Maureen Strauser	(630) 963-0808
<b>H</b>						
H-1		Home Run Inn Corp.	7521	Lemont Road	Ms. Kathy Swaekauski - Payables	(630) 783-9696
H-3		Café Smilga	2819	83rd Street	Mr. Vladas Kriauciunas	(630) 935-5073
<b>I</b>						
I-1		Q Bar	8109-8115	Cass Avenue	Mr. Robert D. Taft	(630) 926-1454
<b>K</b>						
K-1		Open 9/10/17				
K-2		Para Sushi and Ramen - Open	2425	75th Street	Sheng Mou Dong	(808) 358-2773
K-3		Buona	7417	Cass Avenue	Mr. Lynn Kearins	(708) 749-2333
K-5		Stella's Place	2415	75th Street, Unit C2	Mr. Gary Leff	(847) 268-4964
<b>N</b>						
N-1		Miskatonic Brewing Company	1000	N. Frontage Rd, Unit C	Mr. Joshua C. Mowry	(630) 484-5389
<b>O</b>						
O-1		Chuck's Southern Comforts Café and B	8025	Cass Avenue	Mr. Jim C. Pine	(708) 670-2051
<b>P</b>						
P-1		Zazzo's Pizza and Catering	7360	Route 83	Mr. Dominic Barraco	(630) 655-4788





**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

**AN ORDINANCE AMENDING SECTION 3-3-7-11(C)  
OF THE DARIEN CITY CODE**

---

**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 4<sup>th</sup> DAY OF NOVEMBER, 2019**

---

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

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

**AN ORDINANCE AMENDING SECTION 3-3-7-11(C)  
OF THE DARIEN CITY CODE**

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

**SECTION 1:** Section 3-3-7(11(C) “Class K License”, as amended is hereby amended to reduce the number of Class K licenses from four (4) to two (2), to read as follows:

**3-3-7-11: CLASS K LICENSE:**

(C) The number of Class K licenses shall be two (2).

**SECTION 2: Home Rule.** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
**JOSEPH A. MARCHESE, MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 3-3-7,  
“CLASSIFICATION OF LICENSES AND FEES”, BY ADDING NEW SECTION 3-3-17-17,  
“CLASS Q LICENSES”, RENUMBERING SECTION 3-3-17 TO 3-3-7-18, AND  
AMENDING SECTION 23 OF THE DARIEN CITY CODE**

---

**ADOPTED BY THE  
MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 4<sup>th</sup> DAY OF NOVEMBER, 2019**

---

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

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

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, SECTION 3-3-7,  
“CLASSIFICATION OF LICENSES AND FEES”, BY ADDING NEW SECTION 3-3-17-17,  
“CLASS Q LICENSES”, RENUMBERING SECTION 3-3-17 TO 3-3-7-18, AND  
AMENDING SECTION 23 OF THE DARIEN CITY CODE**

**WHEREAS**, the City of Darien is a home rule unit of government pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

**WHEREAS**, Title 3, Chapter 3, of the Darien City Code regulates alcoholic liquor sales in the City; and

**WHEREAS**, Section 3-3-7 of the Darien City Code provides for various classes of liquor licenses; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to amend Section 3-3-7 of the Darien City Code to provide for a Class Q license to provide for the sale at retail of wine in a gift shop operated by a not-for-profit religious organization.

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

**SECTION 1:** Title 3, Chapter 3, Section 3-3-7, “Classification of Licenses and Fees”, of the Darien City Code, as amended, is hereby further amended by adding new Section 3-3-7-17, “Class Q License, thereto, to read as follows:

**3-3-7-17: CLASS Q LICENSE:**

- (A) A Class Q license shall authorize sale at retail wine in the original package but not for consumption on the premises of sale where the premises is a gift shop operated

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

by a not-for-profit religious organization and for the benefit of said religious organization. Provided, however, that the Liquor Commissioner may authorize the licensed premises to offer wine tastings at up to four (4) special events per year. The granting of permission to hold such wine tastings shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a wine tasting at least here (3) days prior to the date upon which the wine tasting is proposed to take place. It shall be unlawful for a wine tasting to take place without the prior permission of the Commissioner.

- (B) It shall be unlawful for any person to sell or offer to sell at retail any wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M.
- (C) The number of Class Q licenses shall be one (1).
- (D) The annual fee for a Class Q license shall be one thousand five hundred dollars (\$1,500.00).

**SECTION 2:** The existing 3-3-7-17, "Examination and Investigation of Applicant", is hereby renumbered as Section 3-3-7-18.

**SECTION 3:** Section 3-3-23 of the Darien City Code, "Copy of Ordinance to be Provided Licensees", as amended, is hereby further amended to read as follows:

3-3-23: **COPY OF ORDINANCE TO BE PROVIDED LICENSEES:** A license to whom a Class A, B, C, D, E, F, G, H, I, K, L, N, O, P, and Q license is issued hereunder shall annually be provided with a copy of this chapter, and shall sign a certificate stating that said copy has been provided and that the licensee agrees to comply with all provisions hereof as a condition of said license.

**SECTION 4:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent

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

with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO  
City Council  
November 4, 2019**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**ORDINANCE**

**BACKGROUND/HISTORY**

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

	<b>ITEM</b>	<b>VIN/MODEL#</b>	<b>QUANTITY</b>	<b>EXPLANATION</b>
1	2009 Caterpillar 430E Backhoe Hours - 4985	CAT043ECRLN00264	1	replaced
2	2008 Kubota ZD3265S Hours - 3235	Serial# 15361	1	replaced
3	Valley Equipment 6 tank oil dispenser		1	replaced

**COMMITTEE RECOMMENDATION**

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

**ALTERNATE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019 City Council Agenda for formal approval.





**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

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

---

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

**THIS 4<sup>TH</sup> DAY OF NOVEMBER, 2019**

---

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

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

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

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

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

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

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

	ITEM	VIN/MODEL#	QUANTITY	EXPLANATION
1	2009 Caterpillar 430E Backhoe Hours - 4985	CAT043ECRLN00264	1	replaced
2	2008 Kubota ZD3265S Hours - 3235	Serial# 15361	1	replaced
3	Valley Equipment 6 tank oil dispenser		1	replaced

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

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

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of November, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

Approval of a resolution to extend a contract with Ziebell Water Service Products, Inc. for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with stainless steel bolts for the maintenance of the water system for a period of May 1, 2020 through April 30, 2021. The proposed contract extension would be the first extension, year two (2) of a three (3) year contract.

**RESOLUTION**

**BACKGROUND**

During the year, the department requires the use of water main repair clamps to repair water main breaks throughout the City.

Competitive quotes were requested for the various repair items, and staff received one (1) quote on November 13, 2018. The sole bidder was Ziebell Water Service Products, Inc. See [Attachment A](#). The contract also called out for two optional extensions for 2020 and 2021. The proposed extension will be the first extension, year two (2) of a three (3) year contract. The request for quotes stipulated that pricing be held in place from May 1, 2020 to April 30, 2021. The 2020 extension was confirmed on October 17, 2019. See [Attachment B](#).

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Ziebell Water Service Products, Inc.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019 City Council agenda for formal approval.

MEMO

<b>Repair Clamps 226</b>			
<b>Smith &amp; Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)</b>			
Description			
226 Style (solid sleeve)			
(Water Main Size x length)			
	<b>2020 Ziebell</b>	<b>2020 Core &amp; Main</b>	<b>2020 EJ USA, Inc</b>
	<b>PRICE</b>	<b>PRICE</b>	<b>PRICE</b>
2" x 7 1/2"	\$ 51.00	no quote	no quote
2" x 12 1/2"	\$ 80.00	no quote	no quote
2" x 15"	\$ 92.00	no quote	no quote
2" x 25"	\$ 180.00	no quote	no quote
2" x 30"	\$ 193.00	no quote	no quote
4" x 7 1/2"	\$ 64.00	no quote	no quote
4" x 12 1/2"	\$ 104.00	no quote	no quote
4" x 15"	\$ 127.00	no quote	no quote
4" x 25"	\$ 220.00	no quote	no quote
4" x 30"	\$ 268.00	no quote	no quote
6" x 7 1/2"	\$ 75.00	no quote	no quote
6" x 12 1/2"	\$ 123.00	no quote	no quote
6" x 15"	\$ 138.00	no quote	no quote
6" x 25"	\$ 247.00	no quote	no quote
6" x 30"	\$ 300.00	no quote	no quote
8" x 7 1/2"	\$ 90.00	no quote	no quote
8" x 12 1/2"	\$ 148.00	no quote	no quote
8" x 15"	\$ 170.00	no quote	no quote
8" x 25"	\$ 283.00	no quote	no quote
8" x 30"	\$ 340.00	no quote	no quote
10" x 12 1/2"	\$ 166.00	no quote	no quote
10" x 15"	\$ 207.00	no quote	no quote
10" x 25"	\$ 330.00	no quote	no quote
10" x 30"	\$ 425.00	no quote	no quote
12" x 12 1/2"	\$ 189.00	no quote	no quote
12" x 15"	\$ 230.00	no quote	no quote
12" x 25"	\$ 385.00	no quote	no quote
12" x 30"	\$ 459.00	no quote	no quote
14" x 12 1/2"	\$ 497.00	no quote	no quote
14" x 15"	\$ 570.00	no quote	no quote
14" x 25"	\$ 950.00	no quote	no quote
14" x 30"	\$ 1,150.00	no quote	no quote
16" x 12 1/2"	\$ 498.00	no quote	no quote
16" x 15"	\$ 580.00	no quote	no quote
16" x 25"	\$ 995.00	no quote	no quote
16" x 30"	\$ 1,200.00	no quote	no quote
<b>TOTALS</b>	<b>\$ 12,124.00</b>	<b>no quote</b>	no quote

MEMO

**From:** [ROBERT MROZ](#)  
**To:** [Regina Kokkinis](#)  
**Cc:** [Dan Gombac](#)  
**Subject:** Re: 2020-21 RFQ  
**Date:** Thursday, October 17, 2019 2:44:13 PM

---

City of Darien

Regina Kokkinis

Good afternoon,

After reviewing the attachment, we are in agreement to continue this contract with these prices

into the 2020-2021 season.

Thank you

Bob Mroz

Ziebell

On October 16, 2019 at 10:25 AM Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)> wrote:

Good Day,

Attached, please see the pricing schedule for 2020-21 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2020-21 pricing schedule.

Thank you,

*Regina Kokkinis*

Administrative Assistant

Municipal Services

City of Darien

630-353-8105

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

**DARIEN DIRECT CONNECT**

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

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

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

**A RESOLUTION APPROVING TO EXTEND A CONTRACT WITH ZIEBELL WATER SERVICE PRODUCTS, INC. FOR SMITH AND BLAIR STAINLESS STEEL WATER MAIN REPAIR CLAMPS STYLE 226 WITH STAINLESS STEEL BOLTS FOR THE MAINTENANCE OF THE WATER SYSTEM, AT THE PROPOSED UNIT PRICING, AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021.**

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

**SECTION 1:** The City Council of the City of Darien does hereby approve a contract extension with Ziebell Water Service Products, Inc. for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with stainless steel bolts for the maintenance of the water system, at the proposed unit pricing, as required for various Public Works projects, for a period of May 1, 2020 through April 30, 2021, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2019.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of November, 2019.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



2020-2021 City of Darien Water Department Parts Purchase List

**Repair Clamps**

ZIEBEL CO.

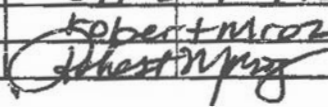
**Smith & Blair Stainless Steel Repair Clamp with Stainless Steel Bolts  
(NO EXCEPTIONS)**

**226 Style (solid sleeve)**

**(Water Main Size x length)**

	Price
2" x 7 1/2"	51.-
2" x 12 1/2"	80.-
2" x 15"	92.-
2" x 25"	120.-
2" x 30"	193.-
4" x 7 1/2"	64.-
4" x 12 1/2"	104.-
4" x 15"	127.-
4" x 25"	220.-
4" x 30"	268.-
6" x 7 1/2"	75.-
6" x 12 1/2"	123.-
6" x 15"	138.-
6" x 25"	247.-
6" x 30"	300.-
8" x 7 1/2"	90.-
8" x 12 1/2"	148.-
8" x 15"	170.-
8" x 25"	283.-
8" x 30"	340.-
10" x 12 1/2"	166.-
10" x 15"	207.-
10" x 25"	330.-
10" x 30"	425.-
12" x 12 1/2"	189.-
12" x 15"	230.-
12" x 25"	385.-
12" x 30"	459.-
14" x 12 1/2"	497.-
14" x 15"	570.-
14" x 25"	950.-
14" x 30"	1150.-
16" x 12 1/2"	498.-
16" x 15"	580.-
16" x 25"	995.-
16" x 30"	1200.-

2020-2021 City of Darien Water Department Parts Purchase List

Company Name:	Ziebell WATER SERVICE Products
Address:	2001 PRATT BLVD ELK GROVE VILLAGE IL 60007
Submitted By-Print Name:	ROBERT MROZ
Date:	NOVEMBER 12 2018
Office Telephone Number:	847-364-0670
Mobile Telephone Number:	847-417-3374
Fax Number:	847-364-4789
E-mail Address:	robertmroz@comcast.net
Authorized Signature:	

**AGENDA MEMO**  
**City Council**  
**November 4, 2019**

**ISSUE STATEMENT**

Approval of a resolution to extend a contract with Ziebell Water Service Products, Inc. for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 with stainless steel bolts at the proposed unit prices in various sizes for the maintenance of the water system for a period of May 1, 2020 through April 30, 2021. The proposed contract extension would be the first extension, year two (2) of a three (3) year contract.

**RESOLUTION**

**BACKGROUND**

During the year, the department requires the use of water main repair clamps to repair water main breaks throughout the City.

Competitive quotes were requested for the various repair items, and staff received one (1) quote on November 13, 2018. The sole bidder was Ziebell Water Service Products, Inc. See [Attachment A](#). The contract also called for two optional extensions for 2020 and 2021. The proposed extension will be the first extension, year two (2) of a three (3) year contract. The request for quotes stipulated that pricing be held in place from May 1, 2020 through April 30, 2021. The 2020 extension was confirmed October 17, 2019. See [Attachment B](#).

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Ziebell Water Service Products, Inc.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the November 4, 2019 City Council agenda for formal approval.

MEMO

# City of Darien Water Department Parts

<b>Repair Clamps</b>			
<b>Smith &amp; Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)</b>			
<b>238 Style (with Corp hole)</b>			
<b>Water Main Size x length</b>	<b>2020 Ziebell</b>	<b>2020 Core &amp; Main</b>	<b>2020 EJ USA, Inc.</b>
	<b>3/4"</b>		
	<b>Price</b>	<b>Price</b>	<b>Price</b>
2" x 7 1/2"	\$ 80.00	no quote	no quote
2" x 12 1/2"	\$ 112.00	no quote	no quote
2" x 15"	\$ 125.00	no quote	no quote
2" x 25"	n/a	no quote	no quote
2" x 30"	n/a	no quote	no quote
4" x 7 1/2"	\$ 95.00	no quote	no quote
4" x 12 1/2"	\$ 129.00	no quote	no quote
4" x 15"	\$ 157.00	no quote	no quote
4" x 25"	\$ 257.00	no quote	no quote
4" x 30"	\$ 340.00	no quote	no quote
6" x 7 1/2"	\$ 105.00	no quote	no quote
6" x 12 1/2"	\$ 147.00	no quote	no quote
6" x 15"	\$ 170.00	no quote	no quote
6" x 25"	\$ 280.00	no quote	no quote
6" x 30"	\$ 330.00	no quote	no quote
8" x 7 1/2"	\$ 116.00	no quote	no quote
8" x 12 1/2"	\$ 170.00	no quote	no quote
8" x 15"	\$ 198.00	no quote	no quote
8" x 25"	\$ 302.00	no quote	no quote
8" x 30"	\$ 395.00	no quote	no quote
10" x 12 1/2"	\$ 193.00	no quote	no quote
10" x 15"	\$ 230.00	no quote	no quote
10" x 25"	\$ 365.00	no quote	no quote
10" x 30"	\$ 445.00	no quote	no quote
12" x 12 1/2"	\$ 220.00	no quote	no quote
12" x 15"	\$ 265.00	no quote	no quote
12" x 25"	\$ 408.00	no quote	no quote
12" x 30"	\$ 480.00	no quote	no quote
14" x 12 1/2"	\$ 510.00	no quote	no quote
14" x 15"	\$ 590.00	no quote	no quote
14" x 25"	\$ 980.00	no quote	no quote
14" x 30"	\$ 1,180.00	no quote	no quote
16" x 12 1/2"	\$ 530.00	no quote	no quote
16" x 15"	\$ 610.00	no quote	no quote
16" x 25"	\$ 1,015.00	no quote	no quote
16" x 30"	\$ 1,220.00	no quote	no quote
<b>TOTAL</b>	<b>\$ 12,749.00</b>	no quote	no quote
<b>TOTALS WITH NO BIDS</b>			

# City of Darien Water Department Parts

<b>Repair Clamps</b>			
<b>Smith &amp; Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)</b>			
<b>238 Style (with Corp hole)</b>			
<b>Water Main Size x length</b>	<b>2020 Ziebell</b>	<b>2020 Core &amp; Main</b>	<b>2020 EJ USA, Inc.</b>
		<b>1" corp hole</b>	
	<b>Price</b>	<b>Price</b>	<b>Price</b>
2" x 7 1/2"	\$ 80.00	no quote	no quote
2" x 12 1/2"	\$ 112.00	no quote	no quote
2" x 15"	\$ 125.00	no quote	no quote
2" x 25"	n/a	no quote	no quote
2" x 30"	n/a	no quote	no quote
4" x 7 1/2"	\$ 95.00	no quote	no quote
4" x 12 1/2"	\$ 129.00	no quote	no quote
4" x 15"	\$ 157.00	no quote	no quote
4" x 25"	\$ 257.00	no quote	no quote
4" x 30"	\$ 340.00	no quote	no quote
6" x 7 1/2"	\$ 105.00	no quote	no quote
6" x 12 1/2"	\$ 147.00	no quote	no quote
6" x 15"	\$ 170.00	no quote	no quote
6" x 25"	\$ 280.00	no quote	no quote
6" x 30"	\$ 330.00	no quote	no quote
8" x 7 1/2"	\$ 116.00	no quote	no quote
8" x 12 1/2"	\$ 170.00	no quote	no quote
8" x 15"	\$ 198.00	no quote	no quote
8" x 25"	\$ 302.00	no quote	no quote
8" x 30"	\$ 395.00	no quote	no quote
10" x 12 1/2"	\$ 193.00	no quote	no quote
10" x 15"	\$ 230.00	no quote	no quote
10" x 25"	\$ 365.00	no quote	no quote
10" x 30"	\$ 445.00	no quote	no quote
12" x 12 1/2"	\$ 220.00	no quote	no quote
12" x 15"	\$ 265.00	no quote	no quote
12" x 25"	\$ 408.00	no quote	no quote
12" x 30"	\$ 480.00	no quote	no quote
14" x 12 1/2"	\$ 510.00	no quote	no quote
14" x 15"	\$ 590.00	no quote	no quote
14" x 25"	\$ 980.00	no quote	no quote
14" x 30"	\$ 1,180.00	no quote	no quote
16" x 12 1/2"	\$ 530.00	no quote	no quote
16" x 15"	\$ 610.00	no quote	no quote
16" x 25"	\$ 1,015.00	no quote	no quote
16" x 30"	\$ 1,220.00	no quote	no quote
<b>TOTAL:</b>	<b>\$ 12,749.00</b>	no quote	no quote
<b>TOTALS WITH NO BIDS</b>			

# City of Darien Water Department Parts

<b>Repair Clamps</b>			
<b>Smith &amp; Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)</b>			
	<b>238 Style (with Corp hole)</b>		
<b>Water Main Size x length</b>	<b>2020 Ziebell</b>	<b>2020 Core &amp; Main</b>	<b>2020 EJ USA, Inc.</b>
	<b>1 1/2" corp hole</b>		
	<b>Price</b>	<b>Price</b>	<b>Price</b>
2" x 7 1/2"	n/a	No Quote	No Quote
2" x 12 1/2"	n/a	No Quote	No Quote
2" x 15"	n/a	No Quote	No Quote
2" x 25"	n/a	No Quote	No Quote
2" x 30"	n/a	No Quote	No Quote
4" x 7 1/2"	\$ 108.00	No Quote	No Quote
4" x 12 1/2"	\$ 135.00	No Quote	No Quote
4" x 15"	\$ 165.00	No Quote	No Quote
4" x 25"	\$ 265.00	No Quote	No Quote
4" x 30"	\$ 360.00	No Quote	No Quote
6" x 7 1/2"	\$ 115.00	No Quote	No Quote
6" x 12 1/2"	\$ 157.00	No Quote	No Quote
6" x 15"	\$ 180.00	No Quote	No Quote
6" x 25"	\$ 290.00	No Quote	No Quote
6" x 30"	\$ 336.00	No Quote	No Quote
8" x 7 1/2"	\$ 125.00	No Quote	No Quote
8" x 12 1/2"	\$ 177.00	No Quote	No Quote
8" x 15"	\$ 210.00	No Quote	No Quote
8" x 25"	\$ 320.00	No Quote	No Quote
8" x 30"	\$ 410.00	No Quote	No Quote
10" x 12 1/2"	\$ 201.00	No Quote	No Quote
10" x 15"	\$ 250.00	No Quote	No Quote
10" x 25"	\$ 375.00	No Quote	No Quote
10" x 30"	\$ 455.00	No Quote	No Quote
12" x 12 1/2"	\$ 230.00	No Quote	No Quote
12" x 15"	\$ 275.00	No Quote	No Quote
12" x 25"	\$ 425.00	No Quote	No Quote
12" x 30"	\$ 490.00	No Quote	No Quote
14" x 12 1/2"	\$ 520.00	No Quote	No Quote
14" x 15"	\$ 615.00	No Quote	No Quote
14" x 25"	\$ 1,015.00	No Quote	No Quote
14" x 30"	\$ 1,195.00	No Quote	No Quote
16" x 12 1/2"	\$ 545.00	No Quote	No Quote
16" x 15"	\$ 620.00	No Quote	No Quote
16" x 25"	\$ 1,040.00	No Quote	No Quote
16" x 30"	\$ 1,240.00	No Quote	No Quote
<b>TOTAL:</b>	<b>\$ 12,844.00</b>	<b>No Quote</b>	No Quote
<b>TOTALS WITH NO BIDS</b>			

# City of Darien Water Department Parts

<b>Repair Clamps</b>			
<b>Smith &amp; Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)</b>			
<b>238 Style (with Corp hole)</b>			
Water Main Size x length	2020 Ziebell	2020 Core & Main	2020 EJ USA, Inc.
	2" corp hole		
	Price	Price	Price
2" x 7 1/2"			
2" x 12 1/2"			
2" x 15"			
2" x 25"			
2" x 30"			
4" x 7 1/2"			
4" x 12 1/2"			
4" x 15"			
4" x 25"			
4" x 30"			
6" x 7 1/2"	\$ 115.00	No Quote	No Quote
6" x 12 1/2"	\$ 165.00	No Quote	No Quote
6" x 15"	\$ 185.00	No Quote	No Quote
6" x 25"	\$ 295.00	No Quote	No Quote
6" x 30"	\$ 345.00	No Quote	No Quote
8" x 7 1/2"	\$ 135.00	No Quote	No Quote
8" x 12 1/2"	\$ 190.00	No Quote	No Quote
8" x 15"	\$ 217.00	No Quote	No Quote
8" x 25"	\$ 330.00	No Quote	No Quote
8" x 30"	\$ 415.00	No Quote	No Quote
10" x 12 1/2"	\$ 210.00	No Quote	No Quote
10" x 15"	\$ 260.00	No Quote	No Quote
10" x 25"	\$ 385.00	No Quote	No Quote
10" x 30"	\$ 465.00	No Quote	No Quote
12" x 12 1/2"	\$ 240.00	No Quote	No Quote
12" x 15"	\$ 280.00	No Quote	No Quote
12" x 25"	\$ 435.00	No Quote	No Quote
12" x 30"	\$ 500.00	No Quote	No Quote
14" x 12 1/2"	\$ 530.00	No Quote	No Quote
14" x 15"	\$ 630.00	No Quote	No Quote
14" x 25"	\$ 1,025.00	No Quote	No Quote
14" x 30"	\$ 1,215.00	No Quote	No Quote
16" x 12 1/2"	\$ 560.00	No Quote	No Quote
16" x 15"	\$ 640.00	No Quote	No Quote
16" x 25"	\$ 1,050.00	No Quote	No Quote
16" x 30"	\$ 1,260.00	No Quote	No Quote
<b>TOTAL</b>	<b>\$ 12,077.00</b>	<b>No Quote</b>	<b>No Quote</b>



**From:** [ROBERT MROZ](#)  
**To:** [Regina Kokkinis](#)  
**Cc:** [Dan Gombac](#)  
**Subject:** Re: 2020-21 RFQ  
**Date:** Thursday, October 17, 2019 2:44:13 PM

---

City of Darien

Regina Kokkinis

Good afternoon,

After reviewing the attachment, we are in agreement to continue this contract with these prices

into the 2020-2021 season.

Thank you

Bob Mroz

Ziebell

On October 16, 2019 at 10:25 AM Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)> wrote:

Good Day,

Attached, please see the pricing schedule for 2020-21 as it relates to the subject line.

Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2020-21 pricing schedule.

Thank you,

*Regina Kokkinis*

Administrative Assistant

Municipal Services



City of Darien

630-353-8105

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

**DARIEN DIRECT CONNECT**

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

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



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

**A RESOLUTION APPROVING TO EXTEND A CONTRACT WITH ZIEBELL WATER SERVICE PRODUCTS, INC. FOR SMITH AND BLAIR STAINLESS STEEL WATER MAIN REPAIR CLAMPS STYLE 238 WITH STAINLESS STEEL BOLTS AT THE PROPOSED UNIT PRICES IN VARIOUS SIZES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021.**

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

**SECTION 1:** The City Council of the City of Darien does hereby approve a contract extension with Ziebell Water Service Products, Inc. for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 with stainless steel bolts for the maintenance of the water system for a period of May 1, 2020 through April 30, 2021, attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of November, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

2020-2021 City of Darien Water Department Parts Purchase List

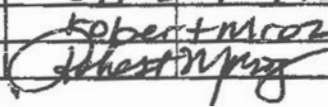
**Repair Clamps**

ZIEBELL Co.

**Smith & Blair Stainless Steel Repair Clamp with Stainless Steel Bolts  
(NO EXCEPTIONS)**

238 Style (with Corp hole)			
3/4" corp hole	1" corp hole	1-1/2" corp hole	2" corp hole
Price	Price	Price	Price
80.-	80.-	N/A	
112.-	112.-	N/A	
125.-	125.-	N/A	
N/A	N/A	N/A	
N/A	N/A	N/A	
95.-	95.-	108.-	
129.-	129.-	135.-	
157.-	157.-	165.-	
257.-	257.-	265.-	
340.-	340.-	360.-	
105.-	105.-	115.-	115.-
147.-	147.-	157.-	165.-
170.-	170.-	180.-	185.-
280.-	280.-	290.-	295.-
330.-	330.-	336.-	345.-
116.-	116.-	125.-	135.-
170.-	170.-	177.-	190.-
198.-	198.-	210.-	217.-
302.-	302.-	320.-	330.-
395.-	395.-	410.-	415.-
193.-	193.-	201.-	210.-
230.-	230.-	250.-	260.-
365.-	365.-	375.-	385.-
445.-	445.-	455.-	465.-
220.-	220.-	230.-	240.-
265.-	265.-	275.-	280.-
408.-	408.-	425.-	435.-
480.-	480.-	490.-	500.-
510.-	510.-	520.-	530.-
590.-	590.-	615.-	630.-
980.-	980.-	1015.-	1025.-
1180.-	1180.-	1195.-	1215.-
530.-	530.-	545.-	560.-
610.-	610.-	620.-	640.-
1015.-	1015.-	1040.-	1050.-
1220.-	1220.-	1240.-	1260.-

2020-2021 City of Darien Water Department Parts Purchase List

Company Name:	Ziebell WATER SERVICE Products
Address:	2001 PRATT BLVD ELK GROVE VILLAGE IL 60007
Submitted By-Print Name:	ROBERT MROZ
Date:	NOVEMBER 12 2018
Office Telephone Number:	847-364-0670
Mobile Telephone Number:	847-417-3374
Fax Number:	847-364-4789
E-mail Address:	robertmroz@comcast.net
Authorized Signature:	

## CITY OF DARIEN

### RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

#### I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

#### II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

#### III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

#### **IV. PUBLIC HEARING REQUIREMENTS.**

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

**Approved by a Motion on November 17, 2014**