

Administrative-Finance Committee
January 6, 2014
6:00 p.m. – Conference Room

- 1. Call to Order**
- 2. Public Comment**
- 3. New Business**
 - a. Resolution** – Approving an engineering agreement with Christopher B. Burke Engineering, Ltd for the Phase I Engineering of the Plainfield Road and Bailey Road roadway improvement in an amount not to exceed \$80,000.00
 - b. Resolution** – Approving an agreement with Christopher B. Burke Engineering, Ltd for Site Engineering Services for the Heritage Center redevelopment in an amount not to exceed \$37,660.00
 - c. Resolution** – Approving an agreement with Shive Hattery Architecture Engineering for Architectural Services for the Heritage Center redevelopment in an amount not to exceed \$67,960.00
 - d. Minutes** – November 4, 2013 – Administrative-Finance Committee
- 4. Other Business**
- 5. Next Meeting – Monday, February 3, 2014**
- 6. Adjournment**

AGENDA MEMO
Administrative Finance Committee
January 6, 2014

Issue Statement

A resolution approving an engineering agreement with Christopher B. Burke Engineering, Ltd. for the Phase 1 Engineering of the Plainfield Road and Bailey Road roadway improvement in an amount not to exceed \$80,000.00.

Background/History

The City of Darien was notified on June 14, 2013, through the DuPage Mayors and Managers Conference that the City is a recipient of a grant for the Plainfield Road and Bailey Road roadway improvement, see Attachment A. The scope of the project includes the following:

- Widening and resurfacing Plainfield Road to include eastbound and westbound left turn lanes
- New Traffic Signal installation at the Plainfield Road/Bailey Road intersection
- Associated drainage and ADA improvements and utility relocations/improvements
- The limits of the project extend along Plainfield Road approximately 1,500 feet and along Bailey Road approximately 200 feet.

The County of DuPage recently completed a traffic signal analysis and provided e-mail correspondence on October 29, 2013 that the traffic signal meets their criteria, see attached Attachment B. While the traffic signal is warranted, the City will be responsible for the annual energy costs to operate the signals and the County will be responsible for all future maintenance. Additionally, due to the proximity of the traffic signals at Manning Road and Cass Avenue, the City will be financially responsible for the construction of specialized cable and equipment to be in sync with the Bailey Road traffic signal. Below is a to-date timeline regarding the proposed project.

- August 8, 2012 - Grant Submitted-Surface Transportation Program (STP)-through DuPage Mayors and Managers Conference
- December 4, 2012 - Received notice from DuPage Mayors and Managers that the City was not approved for the grant
- June 14, 2013 - Received notice from DuPage Mayors and Managers that the City was approved for the grant in the total amount of \$875,000 (\$613,000 Federal Aid). The City would be responsible for \$263,000 of which the County would reimburse the City a fair share. We are unable to provide an accurate cost share responsibility until the Phase 1 Engineering is complete. The City would be solely responsible for the Phase 1 Engineering at a cost not to exceed \$80,000- See CBBEL Proposal labeled as Exhibit A, page 9 of 10 for Cost Summary.
- Kickoff meeting held with the Illinois Department of Transportation July 2, 2013
- June 14, 2013-October 29, 2013 Traffic warrant analysis conducted. City received an e-mail notification that the traffic count analysis warrants a traffic signal at the intersection.

Staff further inquired the following of the County:

1. Why won't the County take on the entire cost of the project including engineering?
2. Since the intersection now warrants a traffic signal, would the County take on the entire cost of the project?
3. If not, why.

County Response 1. The improvement of Plainfield Rd at Bailey Road was never included in the County's Transportation Improvement Program and is therefore considered a local (City) initiated project. In the past, with other locally initiated projects, the County has entered into arrangements to participate in a portion of the project costs (design engineering, land acquisition, construction and construction engineering).

Plainfield Road and Bailey Road Phase 1 Engineering

January 6, 2014

Page 2

County Response 2. See above.

The City forwarded a Letter of Intent for review by the County Board to memorialize our respective project and cost responsibilities. Terms of the LOI were presented to the County Board on December 10, 2013 and voted upon favorably to support the project and the cost sharing, see attached correspondence labeled as Attachment C. The City will be required to enter into an Intergovernmental Agreement should the project move forward.

The City sent a Request for Proposals for the Phase 1 Engineering and opened sealed bids on December 17, 2013. Below are the results of Phase 1 Engineering Costs:

Vendor	Bid Results
Shive-Hattery Architecture Engineering	\$92,150.00
V3 Companies of Illinois	\$88,955.00
Marchris Engineering, Ltd.	\$103,700.00
Christopher B. Burke Engineering, Ltd.	\$80,000.00
Civiltech Engineering, Inc.	\$135,108.20

The Phase 1 Engineering consists of engineering and environmental studies for the improvement of the intersection of Plainfield Road and Bailey Road. The engineering project is required to be developed in accordance with federal project development procedures in accordance with Surface Transportation Program (STP) procedures. As such, the project will be coordinated through IDOT-Bureau of Local Roads in Schaumburg with IDOT granting Design Approval. The engineering firm is IDOT Certified and in current good standing.

Upon completion of the Phase 1 Engineering, staff will be able to provide a cost analysis including cost sharing responsibilities with the County.

The FYE14 Budget did not include funding for the Phase 1 Engineering. Funding is available through the Capital Fund from savings that were realized from various projects.

ACCOUNT NUMBER	DESCRIPTION	FY 13/14 EXPENDITURE BUDGET	FY 13/14 EXPENDITURES TO DATE	PROPOSED EXPENDITURE	FY 13/14 PROPOSED BALANCE
25-35-4325	Phase 1 Engineering Plainfield Rd & Bailey Rd	\$3,217,224	\$2,922,150	\$80,000	\$215,074

Staff/Committee Recommendation

Staff recommends approval of this agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$80,000.00.

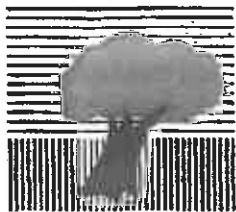
The Municipal Services Committee reviewed this item at their meeting on December 23, 2013 and recommend approval of this agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$80,000.00.

Alternate Consideration

As directed.

Decision Mode

This item will be forwarded to the City Council on January 6, 2014 for further consideration.



DUPAGE MAYORS AND MANAGERS CONFERENCE
an association of municipalities representing 1,000,000 people

1220 Oak Brook Road
 Oak Brook, Illinois 60523
 (630) 571-0480
 Fax: (630) 571-0484
 www.dmmc-cog.org

Founded June 19, 1962

**MEMBER
 MUNICIPALITIES**

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 Aurora
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 Bensenville
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 Lisle
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 Naperville
 Oak Brook
 Oakbrook Terrace
 Roselle
 St. Charles
 Villa Park
 Warrenville
 Wayne
 West Chicago
 Westmont
 Wheaton
 Willowbrook
 Winfield
 Wood Dale
 Woodridge

Date: June 14, 2013

To: Dan Gombac
 Darlen

From: Mike Albin
 Transportation Project Manager

Re: Additional Projects – FY 13-18 Surface Transportation Program (STP)

DuPage Mayors and Managers Conference has been given additional marks to add to our FY 13-18 STP program following approval of the initial program last fall. This memo is to confirm that the DuPage Mayors and Managers Conference has **approved** adding the following project as a guaranteed project to the FY 13-18 STP program with the additional STP funding:

- Plainfield Intersection Improvement, in the amount of (in thousands): \$875 (total) / \$613 (federal). The TIP ID for the project will be 08-13-0028.

Under Conference policies, you will have until September 30, 2018 to bring the project to a bid letting or risk losing the funding.

If you have any questions, please contact me at (630) 571-0480 x222 or via email at malbin@dmmc-cog.org. Thank you for your continued participation in the Conference STP program.

Cc: Kathleen Weaver, Mayor
 Bryon Vana, Administrator



DuPage County
DANIEL J. CRONIN
COUNTY BOARD CHAIRMAN

DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

October 31, 2013

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

Re: CH 31/Plainfield Road at Bailey Road
Intersection Improvement

Dear Director Gombac:

This is in response to your recent request for a traffic signal warrant study to support the City of Darien's phase I effort for the above referenced project (City's STP funded project).

Before a traffic signal may be installed at a County controlled intersection, it must first be determined to be warranted through a traffic engineering study. An essential part of the study is the provision to provide a recent vehicle count of weekday traffic for eight or more hours of the day. The traffic volumes are reviewed and compared to the minimum volumes required by the applicable traffic signal warrants as defined in the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the Illinois Department of Transportation's reduction factors for right turn vehicle volumes.

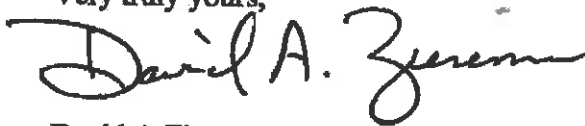
Based on the results of the attached September 13, 2013 traffic signal warrant study DuPage County will permit the installation of traffic signals at the Plainfield and Bailey Roads intersection in conjunction with the following requirements:

- A County Highway Permit would normally be required, however, it is my understanding that you are preparing a Letter of Intent for this project that will be presented to the County Board for acceptance and ultimately an intergovernmental agreement will be prepared. The intergovernmental agreement will be in lieu of a highway permit although the City will agree to be bound by the Highway Permit Conditions as they exist on the date of the execution of the intergovernmental agreement.
- Roadway widening will be required to provide opposing left turn lanes on Plainfield Road and for larger truck movements.
- The new traffic signal shall not inhibit the progression of traffic on Plainfield Road. Conduit with fiber optic cable shall be provided connecting the Bailey signal to the existing signals at Cass Avenue and also at Manning Road. The Manning Road signal cabinet shall be upgraded to provide proper transfer of data.

- The intergovernmental agreement will also identify electrical energy/maintenance costs as well as future signal modification/pavement marking participation responsibilities in proportion to the number of approaches to the intersection maintained by the respective parties.

Please incorporate the above requirements in the Letter of Intent that you are preparing for the County's review for the project per Mr. Snyder's e-mail to you this date. If you have any questions or need additional information concerning this matter, please feel free to contact me at 630/407-6893.

Very truly yours,

A handwritten signature in black ink that reads "David A. Ziesemer". The signature is written in a cursive style with a large, sweeping initial "D".

David A Ziesemer, P.E.
County Traffic Engineer

cc: A. Dolan/DOT

Attachment: Traffic Signal Warrant Study
DAZ/emh

TRAFFIC SIGNAL WARRANT STUDY

**COUNTY HIGHWAY 31 (PLAINFIELD ROAD)
AND BAILEY ROAD**

DARIEN, ILLINOIS

TABLE OF CONTENTS

**INTRODUCTION
EXISTING CONDITIONS
CONCLUSION
TRAFFIC SIGNAL WARRANTS**

**Prepared by:
DuPage County
Division of Transportation
421 North County Farm Road
Wheaton, IL 60187-2553**

September, 2013

INTRODUCTION

In a letter to Mr. Chris Snyder, County Engineer, Dan Gombac, Director of Community Development for the city of Darien, requested that the intersection of Plainfield and Bailey Road be analyzed for the installation of a traffic signal.

EXISTING CONDITIONS

Plainfield Road (County Highway 31) is a four lane roadway with a speed limit of 40 MPH and has an ADT of 20,600.

Bailey Road intersects Plainfield Road only to the south. The north leg of the intersection is composed of a few small businesses.

Machine counters were set on 9/5/13 and Manual counts were done on 9/4/13.

TRAFFIC SIGNAL WARRANTS CRITERIA

All engineering studies dealing with the installation of a traffic signal are done in accordance with the policies developed by the U.S. Department of Transportation. All standards are published in the "Manual on Uniform Traffic Control Devices 2000."

WARRANT NUMBER		Pageson Theorem applied		Flow numbers	
		Hours Met	RESULTS	Hours Met	RESULTS
1	Eight-Hour Vehicular Volume (Condition A)	(0 HRS)	NOT MET	(2 HRS)	NOT MET
1	Eight-Hour Vehicular Volume (Condition B)	(8 HRS)	MET	(8 HRS)	MET
2	Four-Hour Vehicular Volume		MET		MET
3	Peak Hour		MET		MET
4	Pedestrian Volume		NOT MET		NOT MET
5	School Crossing		NOT MET		NOT MET
6	Coordinated Signal System		NOT MET		NOT MET
7	Crash Experience		NOT MET		NOT MET
8	Roadway Network		NOT MET		NOT MET

Note: Condition A and B under Warrant 1 represents the "Minimum Vehicular Volume" and "Interruption of Continuous Traffic" respectively.

DuPage County Division of Transportation

Machine Count Tabulation Sheet

Intersection counted- PLAINFIELD & BAILEY

Sta:

PRIVATE ENT.
SOUTHBOUND

PLAINFIELD
WESTBOUND

BAILEY
NORTHBOUND

PLAINFIELD
EASTBOUND

TOTAL
ENTERING
VOLUMES

Date	Time	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	LEFT	THRU	RIGHT	TOTAL	TOTAL
09/04/13	12:00 AM - 01:00 AM				0				0				0				0	0
09/04/13	01:00 AM - 02:00 AM				0				0				0				0	0
09/04/13	02:00 AM - 03:00 AM				0				0				0				0	0
09/04/13	03:00 AM - 04:00 AM				0				0				0				0	0
09/04/13	04:00 AM - 05:00 AM				0				0				0				0	0
09/04/13	05:00 AM - 06:00 AM				0				0				0				0	0
09/04/13	06:00 AM - 07:00 AM				0				0				0				0	0
09/04/13	07:00 AM - 08:00 AM	5	0	4	9		323		323	48		163	201		1023		1023	1658
09/04/13	08:00 AM - 09:00 AM	8	0	0	8		421		421	62		97	159		823		823	1411
09/04/13	09:00 AM - 10:00 AM				0		407		407	50		52	102		538		538	1047
09/04/13	10:00 AM - 11:00 AM				0		462		462	53		63	116		653		653	1131
09/04/13	11:00 AM - 12:00 PM				0		549		549	52		54	106		492		492	1147
09/04/13	12:00 PM - 01:00 PM				0		578		578	76		104	180		549		549	1307
09/04/13	01:00 PM - 02:00 PM				0		590		590	44		59	103		485		485	1178
09/04/13	02:00 PM - 03:00 PM				0		690		690	60		86	136		566		566	1391
09/04/13	03:00 PM - 04:00 PM				0		847		847	61		76	137		631		631	1615
09/04/13	04:00 PM - 05:00 PM	11	2	4	17		1035		1036	51		73	124		745		745	1921
09/04/13	05:00 PM - 06:00 PM	17	1	12	30		1122		1122	63		84	147		740		740	2039
09/04/13	06:00 PM - 07:00 PM				0				0				0				0	0
09/04/13	07:00 PM - 08:00 PM				0				0				0				0	0
09/04/13	08:00 PM - 09:00 PM				0				0				0				0	0
09/04/13	09:00 PM - 10:00 PM				0				0				0				0	0
09/04/13	10:00 PM - 11:00 PM				0				0				0				0	0
09/04/13	11:00 PM - 12:00 AM				0				0				0				0	0
24HR TOTALS		41	3	20		0	7024	0		610	0	900		0	7145	0		15743
RAW ADT			64				7024			1510				7145				

TRAFFIC SIGNAL WARRANTS STUDY

DATE:	9/18/2013		
MAJOR:	PLAINFIELD	LANES: 2	CRITICAL APPROACH SPEED: (MPH) 40
			85th PERCENTILE SPEED (MPH): 41
MINOR:	BAILEY	LANES: 2	CRITICAL APPROACH SPEED: (MPH) 35

VOLUME CRITERIA TO MEET WARRANT 1-A. RAW NUMBERS	
MAJOR STREET TOTAL VPH (BASED ON LANES ONLY)	600
MINOR STREET HIGHER LEG VPH (BASED ON LANES ONLY)	200
MULTIPLICATION FACTOR BASED ON 85th %-tile SPEED	0.7
MAJOR STREET TOTAL VEHICLES PER HOUR	420
MINOR STREET HIGHER LEG VEHICLES PER HOUR	140

TIME	VOLUMES (VEHICLES PER HOUR)						WARRANT MET THIS HOUR
	MAJOR STREET			MINOR STREET			
	WB	EB	TOTAL	NB	SB	HIGHER LEG VOLUME	
12:00AM			0		0	0	
01:00			0		0	0	
02:00			0		0	0	
03:00			0		0	0	
04:00			0		0	0	
05:00			0		0	0	
06:00			0		0	0	
07:00	323	1023	1346	171	0	171	YES
08:00	421	823	1244	134	0	134	
09:00	407	538	945	87	0	87	
10:00	462	553	1015	96	0	96	
11:00	549	492	1041	93	0	93	
12:00PM	578	549	1127	158	0	158	YES
01:00	590	485	1075	88	0	88	
02:00	690	566	1256	116	0	116	
03:00	847	631	1478	111	0	111	
04:00	1035	745	1780	100	0	100	
05:00	1122	740	1862	117	0	117	
06:00			0		0	0	
07:00			0		0	0	
08:00			0		0	0	
09:00			0		0	0	
10:00			0		0	0	
11:00			0		0	0	
	7024	7145	14169	1271	0	1271	

NUMBER OF HOURS IN WHICH CRITERIA IS MET: 2

WARRANT 1: NOT MET

TRAFFIC SIGNAL WARRANTS STUDY

DATE:	9/18/2013		
MAJOR:	PLAINFIELD	LANES: 2	CRITICAL APPROACH SPEED: (MPH) 40
			85th PERCENTILE SPEED (MPH): 41
MINOR:	BAILEY	LANES: 2	CRITICAL APPROACH SPEED: (MPH) 35

VOLUME CRITERIA TO MEET WARRANT 1-A: (RIGHT REDUCED)	
MAJOR STREET TOTAL VPH (BASED ON LANES ONLY)	600
MINOR STREET HIGHER LEG VPH (BASED ON LANES ONLY)	200
MULTIPLICATION FACTOR BASED ON 85th %-tile SPEED	0.7
MAJOR STREET TOTAL VEHICLES PER HOUR	420
MINOR STREET HIGHER LEG VEHICLES PER HOUR	140

TIME	VOLUMES (VEHICLES PER HOUR)						WARRANT MET THIS HOUR
	MAJOR STREET			MINOR STREET			
	WB	EB	TOTAL	NB(adj)	SB	HIGHER LEG VOLUME	
12:00AM			0		0	0	
01:00			0		0	0	
02:00			0		0	0	
03:00			0		0	0	
04:00			0		0	0	
05:00			0		0	0	
06:00			0		0	0	
07:00	323	1023	1346	86	0	86	
08:00	421	823	1244	86	0	86	
09:00	407	538	945	63	0	63	
10:00	462	553	1015	69	0	69	
11:00	549	492	1041	66	0	66	
12:00PM	578	549	1127	102	0	102	
01:00	590	485	1075	59	0	59	
02:00	690	566	1256	71	0	71	
03:00	847	631	1478	80	0	80	
04:00	1035	745	1780	69	0	69	
05:00	1122	740	1862	84	0	84	
06:00			0		0	0	
07:00			0		0	0	
08:00			0		0	0	
09:00			0		0	0	
10:00			0		0	0	
11:00			0		0	0	

7024 7145 835 0

NUMBER OF HOURS IN WHICH CRITERIA IS MET: 0

WARRANT 1: NOT MET

TRAFFIC SIGNAL WARRANTS STUDY

DATE:	9/18/2013		
MAJOR:	PLAINFIELD	LANES: 2	CRITICAL APPROACH SPEED (MPH): 40
			85th PERCENTILE SPEED (MPH): 41
MINOR:	BAILEY	LANES: 2	CRITICAL APPROACH SPEED (MPH): 35

VOLUME CRITERIA TO MEET WARRANT 1 - B. RAW NUMBERS	
MAJOR STREET TOTAL VPH (BASED ON LANES ONLY)	900
MINOR STREET HIGHER LEG VPH (BASED ON LANES ONLY)	100
MULTIPLICATION FACTOR BASED ON 85th %-tile SPEED	0.7
MAJOR STREET TOTAL VEHICLES PER HOUR	630
MINOR STREET HIGHER LEG VEHICLES PER HOUR	70

TIME	VOLUMES (VEHICLES PER HOUR)						WARRANT MET THIS HOUR
	MAJOR STREET			MINOR STREET			
	WB	EB	TOTAL	NB	SB	HIGHER LEG VOLUME	
12:00AM			0		0	0	
01:00			0		0	0	
02:00			0		0	0	
03:00			0		0	0	
04:00			0		0	0	
05:00			0		0	0	
06:00			0		0	0	
07:00	323	1023	1346	171	0	171	YES
08:00	421	823	1244	134	0	134	YES
09:00	407	538	945	87	0	87	YES
10:00	462	553	1015	96	0	96	YES
11:00	549	492	1041	93	0	93	YES
12:00PM	578	549	1127	158	0	158	YES
01:00	590	485	1075	88	0	88	YES
02:00	690	566	1256	116	0	116	YES
03:00	847	631	1478	111	0	111	YES
04:00	1035	745	1780	100	0	100	YES
05:00	1122	740	1862	117	0	117	YES
06:00			0		0	0	
07:00			0		0	0	
08:00			0		0	0	
09:00			0		0	0	
10:00			0		0	0	
11:00			0		0	0	

7024 7145 14169 1271 0 1271 YES
NUMBER OF HOURS IN WHICH CRITERIA IS MET: 11
WARRANT 2: MET

TRAFFIC SIGNAL WARRANTS STUDY

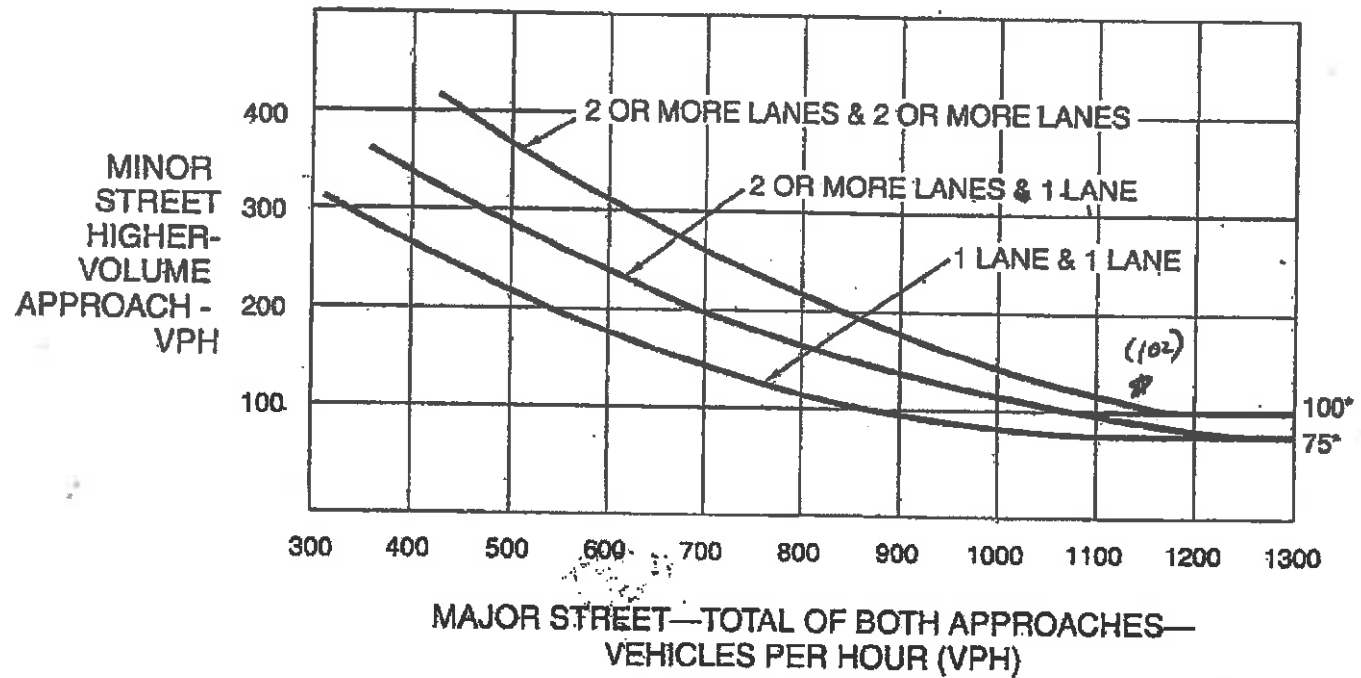
DATE:	9/18/2013		
MAJOR:	PLAINFIELD	LANES: 2	CRITICAL APPROACH SPEED (MPH): 40
			85th PERCENTILE SPEED (MPH): 41
MINOR:	BAILEY	LANES: 2	CRITICAL APPROACH SPEED (MPH): 35

VOLUME CRITERIA TO MEET WARRANT 1- B: (RIGHTS REDUCED)	
MAJOR STREET TOTAL VPH (BASED ON LANES ONLY)	900
MINOR STREET HIGHER LEG VPH (BASED ON LANES ONLY)	100
MULTIPLICATION FACTOR BASED ON 85th %-tile SPEED	0.7
MAJOR STREET TOTAL VEHICLES PER HOUR	630
MINOR STREET HIGHER LEG VEHICLES PER HOUR	70

TIME	VOLUMES (VEHICLES PER HOUR)						WARRANT MET THIS HOUR
	MAJOR STREET			MINOR STREET			
	WB	EB	TOTAL	NB(adj)	SB	HIGHER LEG VOLUME	
12:00AM			0		0	0	
01:00			0		0	0	
02:00			0		0	0	
03:00			0		0	0	
04:00			0		0	0	
05:00			0		0	0	
06:00			0		0	0	
07:00	323	1023	1346	86	0	86	YES
08:00	421	823	1244	86	0	86	YES
09:00	407	538	945	63	0	63	
10:00	462	553	1015	71	0	71	YES
11:00	549	492	1041	68	0	68	
12:00PM	578	549	1127	102	0	102	YES
01:00	590	485	1075	59	0	59	
02:00	690	566	1256	71	0	71	YES
03:00	847	631	1478	80	0	80	YES
04:00	1035	745	1780	72	0	72	YES
05:00	1122	740	1862	84	0	84	YES
06:00			0		0	0	
07:00			0		0	0	
08:00			0		0	0	
09:00			0		0	0	
10:00			0		0	0	
11:00			0		0	0	
	7024	7145	14169	840	0	840	

NUMBER OF HOURS IN WHICH CRITERIA IS MET: 8
WARRANT 2: MET

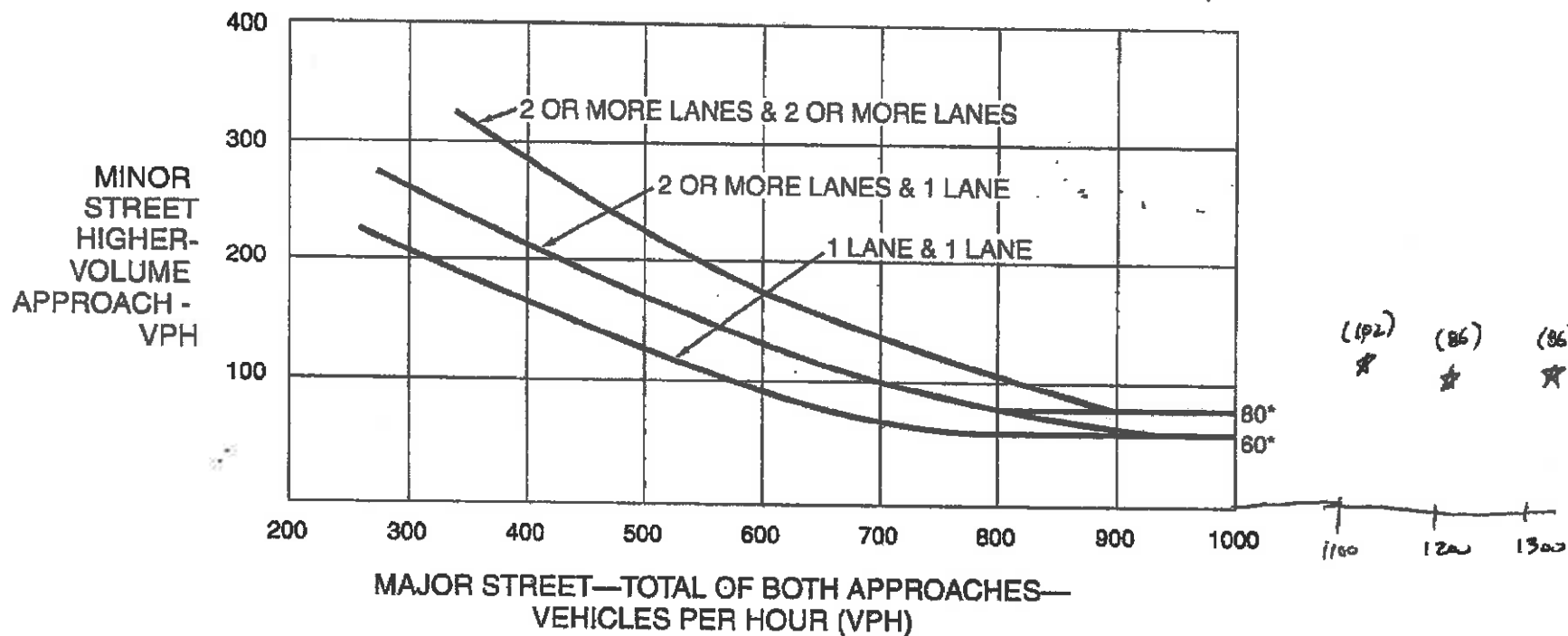
Figure 4C-4. Warrant 3, Peak Hour (70% Factor)
(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.



DuPage County, Illinois



Transportation Data Management System

Intersection Corridor Report

Corridor: PLAINFIELD RD

Statistics												
County	Community	Located On	Crossroad	Year	Volume	Total	Rate	SEV	Fatalities	Injuries	PDO	PEOs
DUPAGE	UNINCORPORATED	PLAINFIELD RD	83RD ST	3-YEAR	57,000	4	0.182	0.268	0	1	3	1
DUPAGE	UNINCORPORATED	PLAINFIELD RD	LAKESIDE DR	3-YEAR	57,750	2	0.095	0.095	0	0	2	0
DUPAGE	UNINCORPORATED	PLAINFIELD RD	FAIRMOUNT AVE	3-YEAR	60,000	9	0.385	0.630	0	3	5	0 <i>Signal</i>
DUPAGE	UNINCORPORATED	PLAINFIELD RD	LANDSFIELD AV	3-YEAR	57,900	1	0.047	0.047	0	0	1	0
DUPAGE	UNINCORPORATED	PLAINFIELD RD	WOODCREEK CT	3-YEAR	56,600	0	0.000	0.000	0	0	0	0
DUPAGE	UNINCORPORATED	PLAINFIELD RD	WINTER CIR	3-YEAR	57,900	0	0.000	0.000	0	0	0	0
DUPAGE	UNINCORPORATED	PLAINFIELD RD	GRACELAND ST	3-YEAR	57,900	1	0.047	0.142	0	1	0	1
DUPAGE	UNINCORPORATED	PLAINFIELD RD	WOODGLEN LN	3-YEAR	58,350	1	0.047	0.047	0	0	1	0
DUPAGE	UNINCORPORATED	PLAINFIELD RD	KEARNEY RD	3-YEAR	58,500	0	0.000	0.000	0	0	0	0
DUPAGE	DARIEN	PLAINFIELD RD	REDONDO DR	3-YEAR	0	3	0.000	0.000	0	1	2	0
DUPAGE	UNINCORPORATED	PLAINFIELD RD	FLORENCE AV	3-YEAR	59,100	0	0.000	0.000	0	0	0	0
DUPAGE	UNINCORPORATED	PLAINFIELD RD	SUMMER LN	3-YEAR	57,900	1	0.047	0.047	0	0	1	0
DUPAGE	UNINCORPORATED	PLAINFIELD RD	GUMNOR AV	3-YEAR	58,500	2	0.084	0.187	0	1	1	0
DUPAGE	DARIEN	PLAINFIELD RD	MORNING RD	3-YEAR	66,900	14	0.576	1.234	0	8	6	2 <i>Signal</i>
DUPAGE	DARIEN	PLAINFIELD RD	KNOTTINGHAM CIR	3-YEAR	56,550	3	0.145	0.242	0	1	2	0
DUPAGE	DARIEN	PLAINFIELD RD	KNOTTINGHAM CIR	3-YEAR	59,100	2	0.083	0.185	0	1	1	0
DUPAGE	DARIEN	PLAINFIELD RD	WILLIAMS ST	3-YEAR	57,600	4	0.190	0.190	0	0	4	0
DUPAGE	DARIEN	PLAINFIELD RD	STEVENS ST	3-YEAR	0	1	0.000	0.000	0	0	1	0
DUPAGE	DARIEN	PLAINFIELD RD	BAILEY RD	3-YEAR	66,300	15	0.620	1.033	0	5	10	1
DUPAGE	DARIEN	PLAINFIELD RD	PINE PKWY	3-YEAR	64,500	0	0.000	0.000	0	0	0	0
DUPAGE	DARIEN	PLAINFIELD RD	ADAMS ST	3-YEAR	66,750	1	0.041	0.041	0	0	1	0
DUPAGE	DARIEN	PLAINFIELD RD	ADAMS ST	3-YEAR	0	0	0.000	0.000	0	0	0	0
DUPAGE	DARIEN	PLAINFIELD RD	LESTER LN	3-YEAR	66,600	0	0.000	0.000	0	0	0	0
DUPAGE	DARIEN	PLAINFIELD RD	CASS AV	3-YEAR	147,000	55	1.026	1.472	0	12	43	0
DUPAGE	DARIEN	PLAINFIELD	LINDEN AV	3-	68,500	2	0.094	0.187	0	1	1	0



DuPage County, Illinois



Transportation Data Management System

A damage threshold change in the State of Illinois has resulted in about 30% less reportable crashes for 2009 and on... more

Study Location
 Record 1 of 1 Goto Record

Location ID 6877 Type CRASH_INT

On Road PLAINFIELD RD

At Road BAILEY RD

Road 3

Road 4

Road 5

PR

MP

PT

22522

Community 1 DARIEN

Mid Latitude 41.748989

Community 2

Mid Longitude -87.980132

Community 3

Crash Buffer 300 ft

County DUPAGE

Stop Sign Control

Jurisdiction DCDOT

Category

State IL

Control Type

Roundabout? No

Signalized? Yes

Intersection 0

Traffic Signal ID

Legs

CRASH STATISTICS SUMMARY

Fatality (K)	0	Traffic Volume (Per Day)	22,100
Incapacitating Injury (A)	0	Crash Rate (Per MEV)	0.62
Non-incapacitating Injury (B)	2	Severity Rate	1.03
Possible Injury (C)	3		
Total Injury Crashes	5	<input type="button" value="2012"/> <input type="button" value="2011"/> <input type="button" value="2010"/> <input type="button" value="More"/>	
Property Damage Only (PDO)	10	Other Years: <input type="text"/>	
Pedestrian Involved	1	<input type="button" value="Edit Volumes"/>	<input type="button" value="Process Stats"/>
Number of Crashes	15		

CRASH CASES

Icon Legend: - Successfully located - Matches multiple locations or not located

NOTES

<input type="checkbox"/>	Note	Date
--------------------------	------	------



DuPage County, Illinois



Transportation Data Management System

Location Crash Report

Location	
Location ID	6877
Intersection	PLAINFIELD RD & BAILEY RD

Statistics								
Year	Volume	Total	Rate	SEV	Fatalities	Injuries	PDO	PEDs
3-YEAR	22,100	16	0.620	1.033	0	6	10	1

Crashes									
ID	Dir	Dist (ft)	Date	Time	Fatalities	Injuries	Vehicles	PDO?	Type
201201299181			10/18/2012	12:16	0	2	2	No	Turning
201201238799			10/9/2012	18:43	0	0	2	Yes	Rear end
201201207326			9/1/2012	14:05	0	1	2	No	Rear end
201201186147			7/17/2012	14:04	0	1	2	No	Rear end
201201110685			5/4/2012	12:10	0	0	2	Yes	Turning
201201110686			6/3/2012	08:30	0	1	1	No	Pedalcyclist
201201066137			3/23/2012	13:39	0	0	2	Yes	Rear end
201101389307			12/16/2011	16:40	0	0	2	Yes	Turning
201101386121			12/10/2011	17:21	0	0	2	Yes	Sideswipe
201101287427			9/17/2011	16:30	0	0	2	Yes	Rear end
201101245886			6/11/2011	08:25	0	0	2	Yes	Sideswipe
201101111463			1/20/2011	03:40	0	1	1	No	Fixed object
201001372097			11/28/2010	11:30	0	0	2	Yes	Rear end
201001347120			10/28/2010	10:10	0	0	2	Yes	Turning
201001029979			2/23/2010	19:45	0	0	2	Yes	Rear end



DuPage County
DANIEL J. CRONIN
COUNTY BOARD CHAIRMAN

DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

December 10, 2013

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

Re: CH 31/Plainfield Road at Bailey Road
Intersection Improvement
Letter of Intent

Dear Mr. Gombac:

The County Board authorized the execution (through DT-0003-14) of the Letter of Intent between the City of Darien and the County of DuPage this date for the above referenced proposed project. The Letter of Intent signed by Mr. Snyder is enclosed herewith. If you should have any questions, please feel free to contact me at 630.407.6896.

Very truly yours,

A handwritten signature in blue ink that reads "Agnes L. Dolan". The signature is written in a cursive style.

Agnes L. Dolan
Agreements Coordinator

AD/Enc.



CITY OF DARIEN

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

November 25, 2013

Mr. Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

DUPAGE COUNTY
DIV. OF TRANSPORTATION
2013 NOV 27 AM 9:14

Re: CH 31/Plainfield Road at Bailey Road

Dear Mr. Snyder:

The following is a Letter of Intent between the City of Darien (City) and the County of DuPage (County) to memorialize project and financial responsibilities for the proposed Bailey Road at Plainfield Road intersection improvement. Recently, the City was notified through the DuPage Mayors and Managers Conference that the City was awarded a Surface Transportation Program (STP) grant in the amount of \$873,000, TIP ID 08-13-0028 for the subject project. The County recently concluded through a traffic study analysis that this intersection warrants a traffic signal. The scope of the project is expected to include dedicated left hand turn lanes on Plainfield Road, curb and gutter, traffic signalization, and landscape restoration.

The proposed improvement will improve safety and accessibility through the addition of the designated turn bays and signalization. The signalized intersection will also promote residents and business patron's safe crossing routes for leisure walks through the sidewalk links.

The City will be responsible for the Phase 1 Engineering at a cost of approximately \$80,000 and pending final City Council approval. It is with this Letter of Intent that the City is respectfully requesting the County to participate in the funding of the project as it relates to design and construction engineering, land acquisition and construction in proportion to the work being done on its legs of the intersection, less any federal funding. The County and the City will mutually agree upon the future project responsibilities upon conclusion of Phase 1 Engineering. The City will be responsible for energy costs for the signals and the County will be responsible for the maintenance. The City will waive all local permit fees including storm water if applicable.

At the end of this Letter of Intent, there is an area where you can state your concurrence to the project outlined above. This Letter of Intent will be used as a basis for the formal intergovernmental agreement following completion of Phase I Engineering and will include a modernization paragraph concerning traffic signals with future costs to be shared equally.

Should you have any additional questions or comments please feel free to contact me at dgombac@darienil.gov or at 630-353-8106.

Sincerely,
CITY OF DARIEN



Daniel Gombac
Director of Municipal Services

Cc: Kathleen Weaver, Mayor
City Council
Bryon Vana, City Administrator

Concur with project scope:

Yes
 No

Name: Christopher C. Snyder
Christopher C. Snyder, Director of Transportation/County Engineer

Date: 12/10/13

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PHASE I ENGINEERING OF THE PLAINFIELD ROAD AND BAILEY ROAD ROADWAY IMPROVEMENT IN AN AMOUNT NOT TO EXCEED \$80,000.00

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 approves an engineering agreement with Christopher B. Burke Engineering, Ltd. for the Phase I Engineering of the Plainfield Road and Bailey Road roadway improvement in an amount not to exceed \$80,000.00, 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 6th day of January, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of January, 2014.

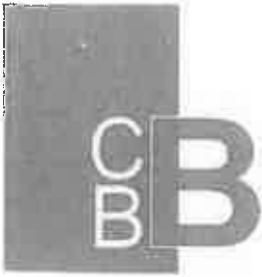
KATHLEEN MOESLE WEAVER, MAYOR

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) 823-0800 FAX (847) 823-0520

December 16, 2013

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac, Director of Municipal Services

Subject: Proposal for Professional Engineering Services
STP Project for Plainfield Road at Bailey Road

Dear Dan:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services to provide Phase I Engineering for intersection improvements at Plainfield and Bailey Roads. Included in this proposal are our Project Understanding, Scope of Services and Estimate of Fees.

PROJECT UNDERSTANDING

CBBEL understands that the following scope of work will be required as part of the Phase I engineering and environmental studies for the improvement of the intersection of Plainfield Road and Bailey Road in the City of Darien. This project will be developed in accordance with federal project development procedures in accordance with STP procedures. As such, this project will be coordinated through IDOT-Bureau of Local Roads in Schaumburg with IDOT granting Design Approval.

PROJECT APPROACH

The scope of work anticipated to be included with this project was determined through a STP Application developed by the City. The general scope of work includes the following:

- Widening and resurfacing Plainfield Road to include eastbound and westbound left turn lanes.
- New Traffic Signal Installation at the Plainfield Road/Bailey Road Intersection.
- Associated drainage and ADA improvements and utility relocations/improvements.

The limits of the project extend along Plainfield Road approximately 1,500 feet and along Bailey Road approximately 200 feet.

Preliminary (Phase I) Engineering will include all required engineering, based on the above anticipated scope of work, to secure Phase I Design Approval.

A Project Development Report (PDR) will be prepared and coordinated through IDOT in accordance with established project development procedures based on anticipation that the project will be classified as a Categorical Exclusion (CE) Group II. Processing of Environmental Surveys through IDOT will be required.

Identification of any environmental impacts and appropriate mitigation strategies will be documented in the PDR, including wetland impacts (if any), tree impacts, etc. Presentation at FHWA coordination meetings at IDOT District One offices will be required to secure IDOT and FHWA concurrence on the environmental processing as a CE II and overall project development procedures.

Based on the roadway widening associated with the project and the need for right-of-way and and/or temporary construction easements, some form of public involvement is anticipated to be desired and/or required. Both individual property owner contacts and one Public Meeting may be required for this project.

SCHEDULE

Based on the above general scope of work, and the IDOT/FHWA project development process including public involvement, it is estimated that IDOT design approval for the Phase I Study will require 12 months to obtain after authorization to proceed.

SCOPE OF SERVICES

PHASE I ENGINEERING

The following represents the detailed scope of services by task that is anticipated to be required for the Preliminary (Phase I) engineering associated with this project:

Task 1 – Data Collection: This task includes attending an initial project kickoff meeting with the City, DuPage County DOT, and IDOT to discuss the project objectives and to refine the project scope as necessary.

This task also includes collecting, examining, reviewing and evaluating any new data to be utilized for the Phase I study, which may include, but not be limited to the following base information:

- Traffic Counts (12 hours full classification counts)
- Current crash statistics obtained from the City
- Existing Public/Private Utility Information
- City Utility Atlases
- City Microfilm/Record Roadway Plans (We have plans for Bailey Road on file)
- Existing Right-of-Way information (Plats)
- Survey Benchmarks
- All other information necessary to complete the Phase I Study

This task also includes coordination with all known private utility companies within the project area, which will require preparing formal requests for their atlases or plans of their facilities within the project limits. This information would be added to the existing conditions plan and sent back to the utility companies for verification.

Task 2 – Mosaics: This task includes compilation of base project Mosaics utilizing survey information collected for the project and digital aerial photography of the project area provided by the City. The mosaics will be prepared to include at a minimum: existing right-of-way information, street names, pertinent land use information, drainage outfalls, environmental resources, etc., and will be used for early project coordination efforts as well as the public involvement activities.

Task 3 – Topographic Survey: This task includes the preparation of topographic survey information within the project limits. The survey would extend along Plainfield Road approximately 1,500 feet and along Bailey Road approximately 200 feet.

The survey would extend past the existing right-of-way lines as required at locations where additional right-of-way and/or temporary easements are anticipated. The survey will be prepared for use during both Preliminary (Phase I) and Design (Phase II) Engineering Services, and will include the following specific tasks:

Horizontal Control: Utilizing state plane coordinates, set recoverable primary control utilizing GPS equipment.

Vertical Control: Perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. The elevations will be based on NAVD of 1988.

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

Topographic Survey: Field locate details with respect to all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, etc., within the above noted survey limits for the project.

Cross Sections: Survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. The cross sections will extend beyond the existing right-of-way lines, to the extent required, in areas where right-of-way and/or easements are needed per the feasibility study.

Utility Survey: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: Station, offset and size (ie; dbh – diameter at breast height) will be determined for trees over 6 inches in diameter (or less if desired by the City) within the existing right-of-way and ultimately the proposed right-of-way for the project. This will be required to quantify tree impacts, if any, associated with the proposed project. The located trees will be identified by species and condition as part of Task 4.

Base Mapping: All of the above information will be compiled into one base map representative of existing conditions of the project corridor for use in all Phase I and eventual Phase II engineering work.

It is assumed that the preparation of Right-of-Way Plats and Legal Descriptions for the acquisition of any right-of-way and/or temporary construction easements is not included with Phase I engineering, and will occur as a lead Phase II engineering task.

Task 4 – Environmental Review/Coordination: As noted above, it is assumed that this project will qualify as a Categorical Exclusion Group II project.

On this basis, this task includes performing a wetlands and biological screening for the project limits via ECO-CAT (Environmental Compliance Assessment Tool) in accordance with established IDOT and IDNR procedures. In addition, a review of the CERCLIS/UST-LUST/RCRA Special Waste databases will be performed with the results of both database searches used to screen the project from PESA requirements.

Trees within the project area will be located by station-offset and size as part of Task 2 and evaluated with respect to species and health as part of this task.

This task will include preparing and submitting the COSIM 3 (Carbon Monoxide Simulation) pre-screen worksheets to IDOT for air quality review based on the proposed new traffic signal and intersection widening.

Based on the proposed widening scope of work, the project area will be screened for structures that are 40 or more years old, and if present, submitted for review by IDOT for potential eligibility as eligible historic properties.

Task 5 – Roadway Geometry: This task includes the preparation of preliminary roadway geometry including proposed horizontal and vertical geometry, existing/proposed cross sections, and an assessment of additional right-of-way/easement needs for the project based on the new project survey.

On this basis, preliminary plan and profile sheets showing existing and proposed horizontal and vertical geometry will be prepared at a scale of 1"=20'. The proposed geometry will be set to meet applicable IDOT, County and City design criteria. Typical sections for the proposed improvement will be developed concurrently.

Existing and proposed cross-sections will be templated at 50' intervals and at all side streets, driveways and other grade controlling features to determine right-of-way and easement requirements, wetland impacts (if present), ditch locations and drainage patterns, and to fine-tune the proposed vertical geometry. The cross-sections will show existing right-of-way, existing grade, proposed grade (top surface only) and proposed right-of-way and easements where necessary.

During this task, it is expected that preliminary plan, profile, and cross sections will be coordinated with the City and IDOT for their concurrence and/or comment. At the end of this task the project team will have completed preliminary geometry and identified the proposed project limits including any additional right-of-way acquisitions and easements necessary for the construction of the proposed improvement.

Task 6 – Intersection Design Study: This task will include the preparation of an Intersection Design Study (IDS) for the Plainfield Road at Bailey Road intersection, and associated coordination with the City, County and IDOT.

This task will include coordination with CMAP (Chicago Metropolitan Agency for Planning) for formal CMAP concurrence with the 2040 traffic projections at this intersection based on a full access scenario, and coordination with DuPage County DOT for formal approval of the traffic signal warrants being met.

Task 7 - Project Development Report: This task includes preparation of a Phase I Engineering Report in accordance with IDOT-BLR Form 22210 (revised 3/5/09) - Local Project Development Report (PDR), and coordinated with IDOT and FHWA for review/approval. This task includes development of the PDR and all supporting exhibits, for coordination with the City and IDOT, and ultimate approval by IDOT. Per BLR Form 22210, the PDR will address the following issue areas for the project to the extent applicable:

1. Location and Existing Conditions
 - a. Location
 - b. Description of Existing Facility
 - c. Traffic Data
 - d. Structures
 - e. Railroads
 - f. Lighting
 - g. Contiguous Sections

2. Proposed Improvement
 - a. Need For Improvement
 - b. Design Guidelines
 - c. Description of Proposed Improvement
 - d. Items Affecting Improvement
 - e. Required Design Variances
 - f. Estimated Construction Cost
 - g. Pedestrians, Bicyclists and the Handicapped
 - h. Compatibility with Adjacent Segments
 - i. Lighting (Includes Street Lighting Study)

3. Crash Analysis
 - a. Summarize Crash Data
 - b. Analyze Crash Data
 - c. Describe Proposed Countermeasures

4. Right-of-Way
 - a. Describe the needs for Right-of-Way/Easements
 - b. Number and Type of Displacements (*ANTICIPATED TO BE N/A*)

5. Prime Farmland (**ANTICIPATED TO BE N/A**)
 - a. Illinois Department of Agriculture Coordination
 - b. NRCS Consultation
6. Floodplain Encroachment (**ANTICIPATED TO BE N/A**)
7. "404" Permit Requirements
 - a. Nationwide Permit
 - b. Individual Permit
8. Environmental Survey and Coordination
 - a. Wetlands
 - b. Archaeological and Historical Preservation
 - c. Threatened or Endangered Species
 - d. Stream Modifications and Wildlife Impacts
 - e. Agency Coordination and Documentation
9. Section 4(f) Lands (**ANTICIPATED TO BE N/A**)
10. Air Quality
11. Noise (**ANTICIPATED TO BE N/A**)
12. Maintenance of Traffic
13. Public Involvement
 - a. Summarize Public Coordination Efforts
 - b. Summarize Public Meetings/Hearings held
 - c. Summarize Public Comments/Responses
14. Coordination

Task 8 – Public Involvement: This task will focus on overall public involvement for the project, including communicating with adjacent residents and the general public, as required.

Based on the proposed roadway widening/reconstruction, traffic maintenance/staging implications (ie; access issues during construction) and the anticipated right-of-way/easement acquisition needs, a Public Meeting is anticipated to be required by IDOT and/or the City to allow the project

stakeholders and the general public an opportunity to review, comment on, and discuss the results of the Phase I study with the City and the consultant.

Exhibits and handout materials will be prepared for the Public Meeting, which is anticipated to be an Open House format, to describe the overall project. Color exhibits on an aerial background will be prepared at a scale of 1"=20' (based on length of project) to illustrate the proposed improvement plan and the right-of-way/easement requirements. In accordance with IDOT/FHWA procedures, an announcement will be placed in a local newspaper and invitation letters will be sent to adjacent property owners. The aerial exhibits would consist of the proposed improvements shown on color aerial photography at a scale of 1"=20'.

Task 9 – Project Coordination: This task will include overall project coordination, administration and quality assurance/quality control procedures for this project.

This task also encompasses other non-task specific coordination activities for the project including project status meetings with the City staff and other departments as required, preparation and attendance at IDOT and FHWA coordination meetings, and other coordination activities with DuPage County as required. Meeting minutes will be prepared for all meetings for the project record and the PDR.

ESTIMATE OF FEES

We will complete the Phase I Engineering for this project for a fee not to exceed \$77,000 plus direct costs. Direct costs are estimated to be \$3,000. The following table is an estimate of fees by task:

**City of Darien
Plainfield Road & Bailey Road Intersection Improvements
Cost Estimate - Phase I Engineering Services**

Task 1 - Data Collection	\$ 7,000
Task 2 - Mosaics	\$ 2,500
Task 3 - Topographic Survey	\$ 12,000
Task 4 - Environmental Review/Coordination	\$ 6,000
Task 5 - Roadway Geometry	\$ 13,500
Task 6 - Intersection Design Study	\$ 9,000
Task 7 - Project Development Report	\$ 12,000
Task 8 - Public Involvement	\$ 10,000
Task 9 - Project Coordination	\$ 5,000
<hr/> Subtotal	<hr/> \$ 77,000
Direct Costs	\$ 3,000
<hr/> Total Cost	<hr/> \$ 80,000

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. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement 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, 2013

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	134
Survey III	130
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	137
Engineering Technician III	112
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	180
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	100
Information Technician I/II	67

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, 2013.

AGENDA MEMO
Administrative Finance Committee
Meeting Date: January 6, 2014

ISSUE STATEMENT

A resolution approving an agreement with Christopher B. Burke Engineering, Ltd. for Site Engineering Services for the Heritage Center Redevelopment in an amount not to exceed \$37,660.00.

BACKGROUND/HISTORY

At the November 13, 2013 Goal Setting Session the City Council agreed to the redevelopment and conceptual plan for the 1.69 acres at the northwest corner of Plainfield Road and Cass Avenue, attached and labeled as Attachment A and prepared by N. Batistich Architects. The staff was directed to proceed to the next phase of seeking proposals for the site engineering and architectural plans. The site engineering plan will provide a set of working plans and an estimated cost summary as it relates to the sites redevelopment. The proposed plan will also allow staff to determine if variances would be required.

The proposed plans would be utilized regardless if the redevelopment is developed by the City or a developer, provided that the Concept Plan as attached is not deterred from. If the latter, the City could recoup the costs from the developer for the plans.

The site engineering plan includes the following scope of services:

- Boundary survey and Topographic Survey
- Plat of Subdivision
- Final Engineering
- BMP's Budget
- Landscape Design
- Site Lighting Plan
- Consultation/Meetings
- Construction Staking

On December 17, 2013 staff had opened four (4) sealed bids for the professional engineering services. Attachment B is the bid tally.

The lowest competitive bid was Christopher B. Burke Engineering. The firm has completed numerous engineering services for the City in the past with very satisfactory results. The proposed cost has not been budgeted for the FY13-14 Budget. Funding for the project is available through the Capital Projects fund from cost savings realized earlier this year. Below is a cost summary as it relates to the proposed expenditures and funds utilized to date for the redevelopment:

PROPOSED EXPENDITURES FROM CAPITAL FY13-14:

FUND NUMBER	DESCRIPTION	FY 13/14 EXPENDITURE BUDGET	FY 13/14 EXPENDITURES TO DATE	PROPOSED EXPENDITURE	FY 13/14 PROPOSED BALANCE
25-Capital Projects	Phase I Engineering Plainfield Road & Bailey Road	\$3,217,224	\$2,854,725	\$80,000	\$282,499
25-Capital Projects	Heritage Plaza Redevelopment Site Engineering	\$3,217,224	\$2,934,725	\$37,660	\$244,839

HERITAGE PLAZA COST TO DATE

ACCOUNT NUMBER	DESCRIPTION	HERITAGE PLAZA EXPENSES- REDEVELOPMENT
01-10-4330	CONTINGENCY – Phase I Heritage Center- SHIVE HATTERY EVALUATION STUDY	\$3,029
01-75-4227	MAINTENANCE GROUNDS – Phase II Heritage Center- BATISTICH ARCHITECTS-CONCEPTUAL	\$9,600
COST TO DATE		\$12,629

STAFF/COMMITTEE RECOMMENDATION

The staff recommends approval of the resolution approving an agreement with Christopher B. Burke Engineering, Ltd. for Site Engineering Services for the Heritage Center Redevelopment in an amount not to exceed \$37,660.00.

The Municipal Services Committee reviewed this item at their meeting on December 23, 2013 and recommends approval of the resolution approving an agreement with Christopher B. Burke Engineering, Ltd. for Site Engineering Services for the Heritage Center Redevelopment in an amount not to exceed \$37,660.00.

ALTERNATE CONSIDERATION

As directed by the Administrative Finance Committee.

DECISION MODE

This item will be forwarded to the City Council for formal consideration on January 6, 2014.

DARIEN HERITAGE PLAZA

EXHIBIT B - NEW BUILDING(S)



NORTH BUILDING
7,000 S.F.

SOUTH BUILDING
7,400 S.F.

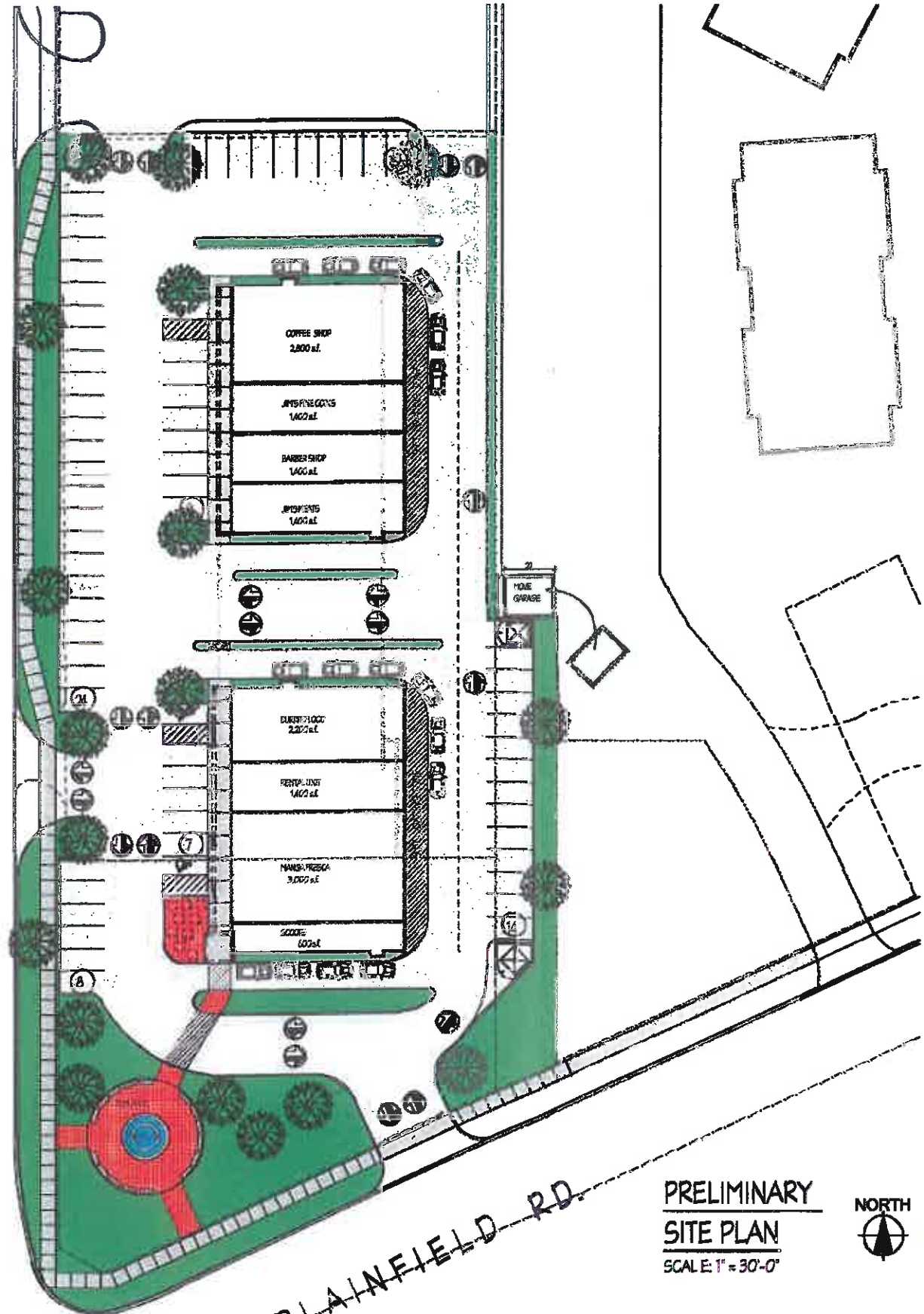
PARKING PROVIDED
74 SPACES
(5.1 PER THOUSAND)



WEST (FRONT) ELEVATION



S. CASS AVENUE



PLAINFIELD RD.

PRELIMINARY
SITE PLAN
SCALE: 1" = 30'-0"



n. batistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60527 (630) 986-1773

I HEREBY CERTIFY THAT THESE PLANS WERE
PREPARED BY ME OR UNDER MY CLOSE PERSONAL
SUPERVISION AND THAT I AM A LICENSED ARCHITECT
IN THE STATE OF ILLINOIS AND I AM REGISTERED WITH THE
REQUIREMENTS OF THE BUILDING CODE.

DO NOT SCALE DRAWINGS
CONTRACTORS SHALL VERIFY ALL DIMENSIONS
AND CONDITIONS AND CONDITIONS ON
THE JOB AND SHALL BE RESPONSIBLE FOR ANY
THE ARCHITECTS IN WRITING OF ANY
WITH WORK OR BE RESPONSIBLE FOR SAME.

DATE	REVISIONS
08/30/2013	ISSUED FOR PERMITS

PLAN No. 1 of 1
SHEET No.



RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR SITE ENGINEERING SERVICES FOR THE HERITAGE CENTER REDEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$37,660.00

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 approves an agreement with Christopher B. Burke Engineering, Ltd. for site engineering services for the Heritage Center Redevelopment in an amount not to exceed \$37,660.00, 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 6th day of January, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of January, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 16, 2013

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac, Director of Municipal Services

Subject: Proposal for Professional Engineering Services
Heritage Plaza Redevelopment

Dear Dan:

Christopher B. Burke Engineering, Ltd. (CBEB) is pleased to submit this proposal for site engineering plans for the Heritage Plaza Redevelopment, which is located at the northeast corner of Plainfield Road and Cass Avenue. The corner parcel formerly included a gas station and north of that is an existing retail building. We understand that any environmental issues associated with the former gas station, and a dry cleaning business in the retail building, are being addressed by others. We also presume that demolition of the existing retail building will be addressed by others and we have not included that task in our proposal.

We will work jointly with our affiliate firm, Spaceco, Inc. on the design of this project. You are very familiar with Christopher B. Burke Engineering, Ltd. as we have served as the consulting Engineer for the City of Darien since 1995. For additional reference, we have attached to this proposal supplemental information on our qualifications, resumes of key personnel, and information on similar projects. Although we do not provide in-house architectural services, we can partner with architectural firms when necessary. We believe our long track record with the City of providing high quality service on time and on budget makes our team uniquely qualified to perform this project for Darien. The purpose of our services on this project is to provide surveying, Plat of Subdivision (to consolidate the existing two parcels), construction plans and specifications (grading, paving, utility service, drainage, site lighting and landscaping), and construction staking. The following describes our Understanding of the Assignment, Scope of Services, and Fee.

UNDERSTANDING OF THE ASSIGNMENT

- The proposed plan is to remove the existing buildings.
- Construct a 74+/- stall automobile parking lot, two (2) buildings (7,000 sf and 7,400 sf), site grading and on-site utility improvements.
- Based on the existing land cover and proposed site plan there will be less than 25,000 square feet of net new impervious land cover and therefore storm water detention is not required. It also appears that the net new impervious area will be less than 2,500 square feet.
- The site does not contain floodplain.
- This scope of work is based on the proposed site plan dated prepared by N. Batishich Architects.

ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a complete package of the engineering services anticipated at this point in time. In doing so, we have made some assumptions, based on the available information, which will need to be verified during the engineering process. If any findings differ from these assumptions, additional design may be needed, which will be considered in a separate agreement for services after the limits of work are clarified.

- The site was never used for storage of hazardous materials. Any environmental issues associated with the former gas station and dry cleaners are being addressed by others.
- Demolition of the existing building is being addressed by others.
- There will be no modifications to existing adjacent streets except for curb cuts.
- The utilities to be used have adequate capacity and are immediately adjacent to the parcel.
- The sewers will flow by gravity with no lift stations.
- Our sanitary sewer design will be for the domestic waste only; process waste collection or treatment design is not expected and is not included in this scope.

PROVIDED BY OTHERS

- Permitting (Except As Noted)
- Design of the Buildings
- Traffic Analysis
- Soils Reports
- Environmental Mitigation, Clean-Up or Assessments

SCOPE OF BASIC SERVICES

TOPOGRAPHIC SURVEY: A topographic survey of the subject property will be prepared at a scale of about 1"=20' and a contour interval of one foot. This topographic survey is necessary to establish the existing grades on the subject property and up to 50 feet off-site. This also includes picking up the location and elevation of immediately adjacent existing infrastructure that serves the subject project. The adjacent rights-of-way of Cass Avenue and Plainfield Road will be surveyed at 100-foot intervals. In areas of dense vegetation, tree lines will be shown; individual tree locations will not be shown. We assume that we will be provided with a boundary survey and that the parcel has been monumented with iron pipes or similar markers that correspond to the Plat of Survey

PLAT OF SUBDIVISION: We will provide field and office analysis of existing monumentation found for consistency with Client provided Plat of Survey. It is assumed that the survey we are provided with properly closes and has been monumented with iron pipes or similar markers that correspond to the Plat of Survey. We will prepare a Final Plat of Subdivision with appropriate signature blocks. Subdivision perimeter corners will be set at the lot corners one-time in accordance with the Section 1270.56 of the Illinois Land Surveyors Act.

FINAL ENGINEERING: Using the site plan (provided) we will prepare the design documents for submittal to the municipality and permit applications to the regulatory agencies that govern the work.

Preparation of Plan Drawings: The plan drawings will include the final design drawings, technical specifications, and other documentation for the final design of on-site engineering improvements. The plans will be in English units of measurement. This work will include; plan notes, typical sections, geometric plan, water distribution, water service, sanitary sewers, sanitary sewer service, storm sewers, paving for roadways/parking areas, grading, erosion control, details and pavement marking/signing. Our design of underground utilities will be up to five feet from the outside of the proposed building wall for service connections.

Construction specifications will be shown on the drawings for storm sewer, sanitary sewer, water main, pavement, and grading. We will reference the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012 by the Illinois Department of Transportation, and the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois". Our preparation of the specifications shall not be construed to relieve the Contractor in any way from his sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

Soil Erosion and Sediment Control Plan: We will prepare a Soil Erosion and Sediment Control Plan for inclusion into the Final Engineering Plans. We will also file with the Illinois Environmental Protection Agency (IEPA) a National Pollutant Discharge Elimination Systems (NPDES) Notice of Intent (NOI) form for the grading activities. The plan will include the appropriate notes, details, and specifications that are the anticipated minimum initial controls and measures that will be required during the duration of construction activities until the site is stabilized and the Notice of Termination (NOT)

form is filed. This plan is an integral component of the Storm Water Pollution Prevention Plan (SWPPP) that the IEPA requires as part of the NPDES NOI filing. We assume that the Client is familiar with the requirements of the IEPA NPDES and SWPPP programs and that you will be undertaking the required reporting, monitoring, and maintenance aspects of the programs. If requested, SPACECO, Inc. can provide the required reporting and monitoring work under a separate agreement of services.

We are not responsible for implementation of the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures, for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities.

Site Lighting and Photometric Plan: We will prepare a site lighting and photometric plan. LED lighting will be used if requested by the City. Design of the lighting will be based on the Illumination Engineers Society (IES) standards. Building mounted lights will be as specified by the architect.

Site Landscape Plan: We will prepare a site landscape plan based on the standards detailed in Section 5A-10-1 of the City Landscape Code. The landscape plan will be prepared by our landscape architect. We presume that the fountain shown on the site plan will be designed by others.

Opinion of Probable Construction Cost: Based upon the information contained in the final design documents, we shall prepare one opinion of probable construction cost for the site improvements.

Permit Applications: We will prepare permit applications for water and sewer for submittal to the appropriate authorities. We will submit an initial application to the Illinois Environmental Protection Agency for a Notice of Intent (NOI) for grading purposes. Permit application fees are not included in our fee. This does not warrant that such approval shall be obtained.

Retaining Walls: Proposed retaining wall locations, length, grades and material type (concrete, timber, masonry block, etc.) will be determined and shown on the engineering construction plans. Design of retaining walls greater than three feet in height will require the services of a structural engineer, and will be designed by others under a separate agreement.

CONSULTATION/MEETINGS: We will provide consultation including attendance at group meetings or conference calls with the Client, municipal staff, governmental agencies and utility companies to properly advise the Client of the engineering concerns. This task will be billed at an hourly rate on a Time and Materials basis.

EXPENSES: Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, postage, mileage, tolls and mounting drawings.

SUPPLEMENTAL SERVICES

Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If Client shall so advise us and we shall perform or obtain from others such services, we will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project includes, but is not limited to the following:

- Services due to major changes in the general scope of the project.
- Revising studies, reports, and design documents which the Client, the municipality, and/or other governmental agencies have previously approved.
- Providing Engineering Design and Construction Services for:
 - Unusual or unanticipated improvements.
 - Additional off-site improvements requested by the Client or governmental agencies.
 - Improvements necessary to the project development beyond those being included under Basic Services herein.
 - Lift stations.
 - Exhibits
 - Structural Engineering.
 - Retaining walls over three feet in height.
 - NPDES/Erosion Control Report.
 - Traffic impact studies, capacity analyses, warrant studies, intersection design studies, construction documents for any traffic control devices (signals, etc.).
 - Bidding documents and bid assistance.
 - VC & PC BMP's design.
- Meetings with the Client, Contractor(s), the municipal staff, or others during the course of design or construction not included under Basic Services.
- Providing construction observation in support of the engineering plans. Visiting the site for preparing punchlists, reductions of Letter of Credit or for comparing the Contractor's Invoices against the approved final design plans and the Engineer's quantity take-offs.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Environmental assessments, geotechnical investigations.
- Providing work zone traffic control. When our work requires suspension of the normal function of a roadway, traffic control procedures must be implemented to provide for the safety of our crews, road users, and pedestrians. When our work duration, location, or roadway type requires it, we will provide the necessary traffic control devices, high visibility clothing and qualified flaggers for our personnel and for the duration of our work only.
- Preparation of any plats (ALTA Surveys, etc.) or documents not explicitly identified under Basic Services.
- Field construction staking.
- Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, mileage, tolls and mounting drawings.

FEE

Boundary Survey and Topographic Survey (50 feet offsite)	\$ 5,400 Lump Sum
Plat of Subdivision (Includes setting irons)	\$ 3,600 Lump Sum
Final Engineering	\$ 6,000 Lump Sum
BMP's Budget	\$ 1,000 Lump Sum
Landscape Design	\$ 2,000 Lump Sum
Site Lighting Plan	\$ 5,000 Lump Sum
Consultation/Meetings, Hourly (4 Hours)	\$ 165 Per Hour
Reimbursable Expenses (Cost +10%)	\$ 150 Budget
Construction Staking	
Layout 2 Buildings @ \$875 each	\$ 1,750 Lump Sum
Spot 2 Buildings @ \$875 each	\$ 1,750 Lump Sum
2 Sets of Services @ \$800 each	\$ 1,600 Lump Sum
Storm Sewer (1 trip)	\$ 1,800 Lump Sum
Curb and Gutter (1 trip)	\$ 1,950 Lump Sum
Record Drawings	\$ 3,000 Lump Sum
Re-Staking, 2 trips @ \$750 each	\$ 1,500 Lump Sum
Exhibit Boards (black and white) 20 @ \$25.00 each	\$ 500 Budget
Permits (DuPage DOT/IDOT)	Obtained
Detention Design	Exists

Our services will be invoiced monthly on a percent complete basis. Payments are due within thirty days after invoicing.

We will bill you at the specified fees listed above, and for time and material tasks 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. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement 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: _____

AGENDA MEMO
Administrative Finance Committee
Meeting Date: January 6, 2014

ISSUE STATEMENT

A resolution approving an agreement with Shive Hattery Architecture Engineering for Architectural Services for the Heritage Center Redevelopment in an amount not to exceed \$67,960.00.

BACKGROUND/HISTORY

At the November 13, 2013 Goal Setting Session the Council agreed to the redevelopment and conceptual plan for the 1.69 acres at the northwest corner of Plainfield Road and Cass Avenue, attached and labeled as Attachment A, and prepared by N. Batistich Architects. The staff was directed to proceed to the next phase of seeking proposals for the site engineering and architectural plans. The site engineering plan will provide a set of working plans and an estimated cost summary as it relates to the sites redevelopment.

The proposed plans would be utilized regardless if the redevelopment is developed by the City or a developer, provided that the Concept Plan as attached is not deterred from. If the latter, the City could recoup the costs from the developer for the plans.

The architectural site plan will include the following:

- Phase 1 - Preliminary Design Phase
- Phase 2 - Construction Documents Phase for Warm Dark Shell Design
- Phase 3 - Construction Documents for Landlord's Tenant Construction Work
- Phase 4 - Construction Administration

On December 17, 2013 staff had opened three (3) sealed bids for the professional architectural services. Attached and labeled as Attachment B is the bid tally.

The lowest competitive bid was Shive Hattery Architecture Engineering. Shive Hattery has completed work for the Heritage Center earlier this year and has provided satisfactory services. The proposed cost has not been budgeted for the FY13-14 Budget. Below is a cost summary as it relates to the proposed expenditures and funds utilized to date for the redevelopment:

PROPOSED EXPENDITURES FROM CAPITAL FY13-14:

FUND NUMBER	DESCRIPTION	FY 13/14 EXPENDITURE BUDGET	FY 13/14 EXPENDITURES TO DATE	PROPOSED EXPENDITURE	FY 13/14 PROPOSED BALANCE
25 – Capital Projects	Phase 1 Engineering Plainfield Road & Bailey Road	\$3,217,224	\$2,854,725	\$80,000	\$282,499

25 – Capital Projects	Heritage Plaza Redevelopment Site Engineering	\$3,217,224	\$2,934,725	\$37,660	\$244,839
25 – Capital Projects	Heritage Plaza Redevelopment Architectural	\$3,217,224	\$2,972,385	\$67,960	\$176,879

HERITAGE PLAZA COST TO DATE

ACCOUNT NUMBER	DESCRIPTION	HERITAGE PLAZA EXPENSES-REDEVELOPMENT
01-10-4330	CONTINGENCY -- Phase I Heritage Center- SHIVE HATTERY EVALUATION STUDY	\$3,029
01-75-4227	MAINTENANCE GROUNDS – Phase II Heritage Center- BATISTICH ARCHITECTS-CONCEPTUAL	\$9,600
25-35-4325	Capital Projects - Consulting/ Professional Heritage Plaza Redevelopment Site Engineering	\$37,660
COST TO DATE		\$50,289

STAFF/COMMITTEE RECOMMENDATION

The staff recommends approval of the resolution approving an agreement with Shive Hattery Architecture Engineering for Architectural Services for the Heritage Center Redevelopment in an amount not to exceed \$67,960.00.

The Municipal Services Committee reviewed this item at their meeting on December 23, 2013 and recommends approval of the resolution approving an agreement with Shive Hattery Architecture Engineering for Architectural Services for the Heritage Center Redevelopment in an amount not to exceed \$67,960.00.

ALTERNATE CONSIDERATION

As directed by the Administrative Finance Committee.

DECISION MODE

This item will be forwarded to the City Council for formal consideration on January 6, 2014.

DARIEN HERITAGE PLAZA

EXHIBIT B - NEW BUILDING(S)



NORTH BUILDING
7,000 S.F.

SOUTH BUILDING
7,400 S.F.

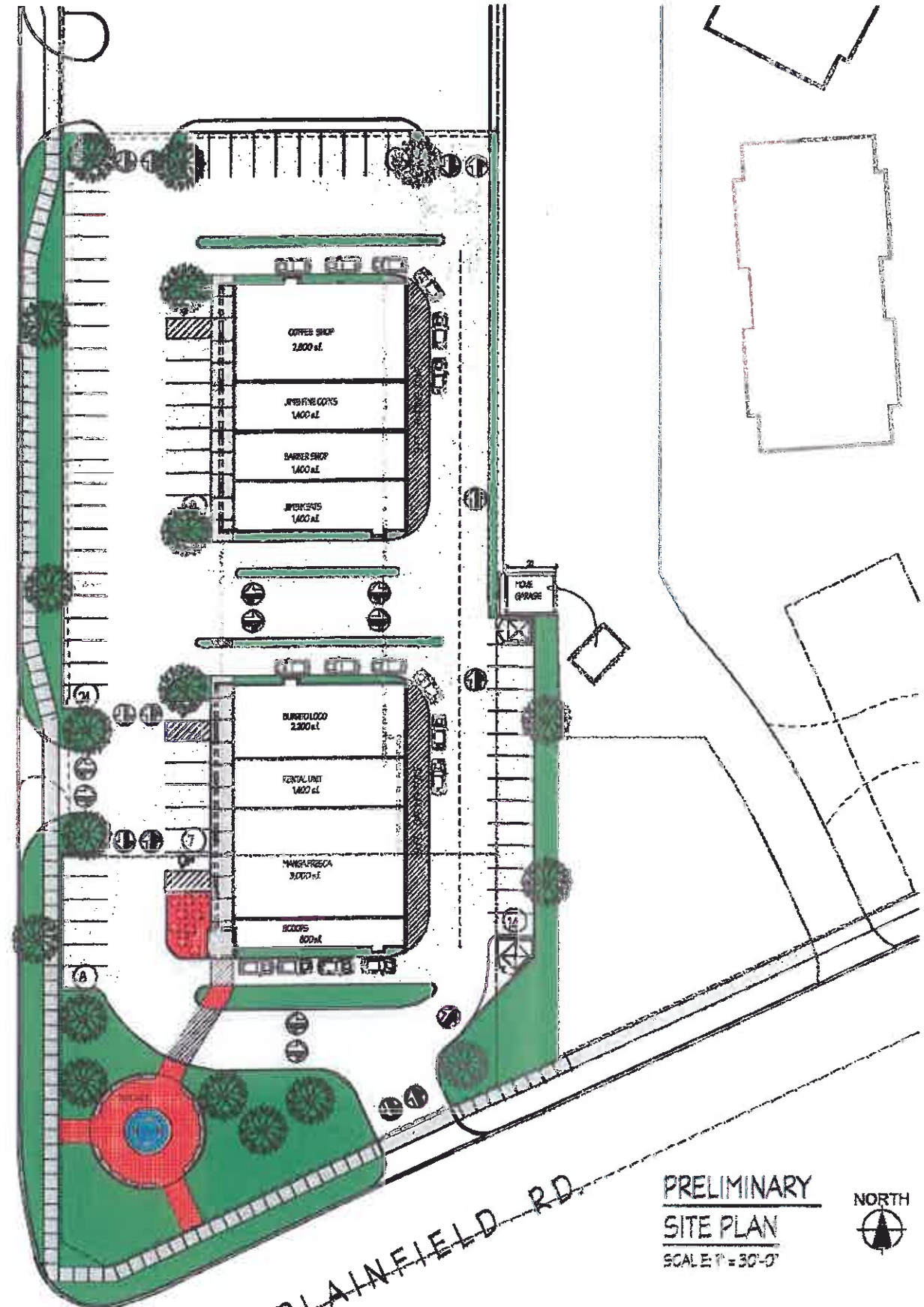
PARKING PROVIDED
74 SPACES
(5.1 PER THOUSAND)



WEST (FRONT) ELEVATION



S. CASS AVENUE



PRELIMINARY
SITE PLAN
SCALE: 1" = 30'-0"



n. batistich, architects
MEADOWBROOK OFFICE CENTER
16W475 S. FRONTAGE RD., SUITE 201
BURR RIDGE, IL 60527 (630) 986-1773

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED ARCHITECT AND THAT I AM AWARE OF THE REQUIREMENTS OF THE BUILDING CODE.

DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB AND SHALL PRESERVE ALL ORIGINAL RECORDS AND SPECIFICATIONS WITH WORK OR BE RESPONSIBLE FOR SAME.

DATE	SEP 30, 2013
REVISIONS	
SCALE	
DESIGNED BY	
DRAWN BY	

PLAN No. 1 of 1
SHEET No. 1 of 1

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

Attachment B

QUOTE REQUEST: Architectural Site Plans - Heritage Plaza

OPENING DATE/TIME: December 17, 2013 @ 11:00 a.m.

		D Z A Associates, Inc	Shive Hattery Architecture Engineering	N. Batistich Architects
ITEM	DESCRIPTION			
	Phase 1-Prelim Design Documents			
1a	Prelim Design-North Building	\$ 13,000.00	\$ 8,050.00	\$ -
1b	Prelim Design-South Building	\$ 10,200.00	\$ 8,510.00	
	Subtotal Phase 1	\$ 23,200.00	\$ 16,560.00	\$ 7,600.00
	Phase 2-Warm Dark Shell			
2a	Const Documents-North Building	\$ 29,200.00	\$ 10,500.00	
2b	Const Documents - South Building	\$ 26,200.00	\$ 11,100.00	
	Subtotal Phase 2	\$ 55,400.00	\$ 21,600.00	\$51,900.00
	Phase 3-Landlord Tenant Construction			
3a	Const Documents-North Building	\$ 6,900.00	\$7,000.00	
3b	Const Documents - South Building	\$ 7,250.00	\$7,400.00	
	Subtotal Phase 3	\$ 14,150.00	\$14,400.00	\$28,800.00
	Phase 4-Permit & Construction Admin			
4a	Retail Shops North Building	\$ 16,400.00	\$ 7,000.00	
4b	Retail Shops South Building	\$ 12,100.00	\$ 7,400.00	
	Subtotal Phase 4	\$ 28,500.00	\$ 14,400.00	\$ 16,700.00
	Grand Total Phases 1 - 4	\$ 121,250.00	\$ 66,960.00	\$ 105,000.00
	Reimbursables	\$ 13,000.00	\$ 1,000.00	At cost + 10%
Total		<u>\$ 134,250.00</u>	<u>\$ 67,960.00</u>	<u>\$ 105,000.00</u>

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH SHIVE HATTERY ARCHITECTURE ENGINEERING FOR ARCHITECTURAL SERVICES FOR THE HERITAGE CENTER REDEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$67,960.00

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 approves an agreement with Shive Hattery Architecture Engineering for architectural services for the Heritage Center Redevelopment in an amount not to exceed \$67,960.00, 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 6th day of January, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of January, 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

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

RE: PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES

SUBJECT: HERITAGE PLAZA **Project No. 813143P**
NEC OF PLAINFIELD ROAD AND CASS AVENUE
DARIEN, ILLINOIS

DATE OF AGREEMENT: November 27th, 2013

PROJECT DESCRIPTION

Two (2) new single story Retail Shops Buildings (North Building (7,000 sf) with drive-up window and a South Building (7,400 sf) including trash enclosures, transformer pads, and storefront sidewalks and patios located on approximately two acres with seventy-four (74) parking stalls. At the southwest corner of the development a seating area with water feature shall be provided. Site shall landscaped and lighting shall be provided in accordance with City Ordinances. The work shall be as described in your Request for Proposal to Shive-Hattery, Inc. dated: November 12th, 2013 and attached site plan prepared by N. Batisfich, Architects, Burr Ridge, IL dated: September 30, 2013.

SCOPE OF SERVICES

We will provide the following services for the project. The "Client or Owner" is the City of Darien, Illinois. The "Architect and/or Engineer" is Shive-Hattery, Inc., located at 3025 Highland Parkway, Suite 140, Downers Grove, Illinois, 60515.

ASSUMPTIONS

Based on your Request for Proposal for the Project, the following assumptions are made at this time:

1. The Client will provide any additional documentation that they may have available, including Plats of survey, soils reports, etc.
2. We have permission to access the site, if needed.
3. The Site engineering shall be completed under a separate request for proposal.



SHIVEHATTERY
ARCHITECTURE+ENGINEERING

Wayne C. Marth AIA
Vice President

630.271.7600 Ext. 211 | 888.282.8039
Cell: 630.730.8273
wmarth@shive-hattery.com

BUILDING DESIGN SCOPE OF SERVICES

PHASE ONE PRELIMINARY DESIGN PHASE:

Task #1a – Preliminary Exterior Building Elevations for Retail Shops North Building-(7,000 sf.)

Task #1b - Preliminary Exterior Building Elevations for Retail Shops South Building (7,400 sf)

For each of the above Tasks Shive-Hattery, Inc. shall prepare CAD based Exterior building elevation studies of all building elevations for both buildings which will indicate wall finishes, exterior entrances facades and canopies (if required), proposed tenant signage, exit doors, truck docks, trash enclosures, exterior wall lighting, etc. This Phase will include "Sketch-up" perspectives of each building.

Shive-Hattery, Inc. (S-H) shall meet with Client to discuss preliminary elevations and options desired by the Client. Elevations will be prepared in accordance with all available Tenant Criteria available at the time.

S-H will revise the exterior elevations per the comments by the Client and resubmit to Client for approval prior to preparing colored exterior elevations and material sample boards for approval by City of Danen, IL.

S-H includes five (5) meetings with the City of Darien, Illinois for site plan and building elevation approval

S-H shall revise colored rendering of elevations and material sample board following receipt of comment by City of Darien.

Revisions to colored renderings of one or all of the Retail Buildings after final approval by the City of Darien shall be considered Additional Services as defined below.

PHASE TWO – CONSTRUCTION DOCUMENT PHASE FOR WARM DARK SHELL DESIGN:

Task#2a – Construction Documents for "Warm Dark Shell" design only – Retail Shops North Building (7,000 sf).

Task#2b – Construction Documents for "Warm Dark Shell" design only – Retail Shops South Building (7,400 sf).

For each of the above tasks, Shive-Hattery, Inc. shall prepare construction documents for "Warm Dark Shell Design" only, which includes normal structural, plumbing, mechanical and electrical engineering. It does not include fire protection/fire alarm design services, but will include design criteria specification for Design/Build document preparation by others. The following description of services shall in accordance with all applicable Tenant Criteria made available to S-H before the start of this Phase. The following is a description of the "Warm Dark Shell Design" which is the basis of this Phase of the Work.

"Warm Dark Shell Design":

Complete foundation and concrete work shall include any sidewalks, pads, truck delivery areas, column and wall footings and interior floor slab.

Exterior walls including anodized aluminum storefront with 1" insulated glass, glazed and hollow metal exit doors, masonry and/or concrete walls, canopy façade with down-lighting and tenant signage, wall mounted security lighting, metal copings and flashings as required. Wall insulation with minimum R-value = 19 in accordance with current code applicable code requirements. Storefront vestibules shall be shown for each tenant as required by tenant or as required by applicable building code. Interior demising partitions shall be designed to extend to underside of roof deck unless otherwise noted and shall include 4" sound batts full height with smoke seals/fire caulking at deck and floor slab.

Roof construction includes roof membrane with minimum rigid insulation of R-value = 30 or as required by applicable building codes, roof structure including beams, joists, decking and columns. Structure includes details for the support of roof mounted HVAC equipment, roof access doors, vents and exhaust fans as required. Roof drainage shall be internal with roof drains insulated leaders as required.

Miscellaneous equipment which is included is trash enclosure gates, pipe bollards and guard rails as required and in accordance with Tenant's Lease Exhibit.

HVAC design shall include rooftop HVAC gas fired package units designed to current tenant criteria. No ductwork distribution shall be provided in the Phase of the Work. All roof equipment curbs and equipment schedules are included. Com-check calculations required for permit are included. Power wiring and gas piping to all units are included.

Electrical design shall include service to the building and electrical meter bank in accordance with the local utility. Service to all tenant's main disconnect switch and main distribution panel. Subpanels for each tenant are included in this Phase of the Work as defined by the Lease exhibit. Exit lighting and security lighting shall be included.

Plumbing design shall include roof storm water system, underground sanitary mains to all tenants with stub ups per the Owner or Tenant criteria. Exterior plumbing is design to 5'-0" outside the exterior face of foundations in locations provided on Site Plan. Extension to storm and sanitary mains, as well as water and gas mains beyond 5'-0" outside the exterior face of foundations shall be indicated on civil drawings. Interior mains and meters for domestic water with submeter bank for tenants located in the Landlord's Equipment Room and natural gas shall be indicated with all required shutoff valves. Gas piping from meters to rooftop mounted HVAC equipment shall be included. Utility stub-in shall be located as directed by the Tenant's LOD and/or Tenant's site specific drawings.

Landlord's equipment room shall be included for each building and unless noted otherwise shall include roof ladder for roof access; sprinkler main and riser; sprinkler notifier panel with radio hook-up to Village Fire Department, landlord electrical panel and controls for security lighting and site lighting, monument and directional signs, cabinet or baseboard unit heater with thermostat, and telephone plywood backerboard.

PHASE THREE CONSTRUCTION DOCUMENTS FOR LANDLORD'S TENANT CONSTRUCTION WORK

Task#3a – Landlord's Tenant Construction Documents for Retail Shops North Building (7,000 sf).

Task#3b – Landlord's Tenant Construction Documents for Retail Shops South Building (7,400 sf).

For each of the above tasks, Shive-Hattery, Inc. shall prepare construction documents for "Tenant Construction Design" only, which includes normal structural, mechanical and electrical engineering. It does not include fire protection/fire alarm design services, but will include design criteria specification for Design/Build document preparation by others. The following description of services shall be in accordance with all applicable Tenant Criteria made available to S-H before the start of this Phase. The following is a description of the "Landlord's Tenant Construction", which is the basis of this Phase of the Work. Please note that each Tenant will have different Scope of Landlord's Work and such shall be in the Design and Construction Documents hereunder.

"Landlord's Tenant Construction":

The basic services provided under this Phase are separated from the services provided for "Warm Dark Shell Design" for the purpose of defining the cost of the services limits in design if either or both are selected for a specific building.

Interior partitions for separation of back of the store and an office as well as ADA compliant toilet room(s), fixtures, finishes and accessories as required by the Tenant Work Letter in the Lease.

If required in the Tenant's Work Letter, 2'x4' suspended lay-in acoustical ceiling, panels and grid, including recessed fluorescent troffer fixtures at one (1) fixture per 80 sf shall be provided unless noted otherwise in Tenant's Lease Exhibit. No recessed down lighting or track lighting. No drywall soffits unless required by the Lease Exhibit.

ADA compliant toilet room(s) including plumbing fixtures, mirror(s), toilet tissue dispenser(s), light fixture(s) and exhaust fan(s), hot water heater and/or tankless water heater(s), drinking fountain(s) complying with ADA and service sink/basin(s).

Domestic water distribution and gas piping distribution to plumbing fixtures and HVAC equipment including valves, Village meter, multiple sub-meters and remote reader meter shall be provided, if required.

If required, HVAC duct distribution from rooftop mounted HVAC package unit and thermostat wiring shall be provided with all required transfer air grilles, diffusers and registers. Energy Management systems are not included unless noted otherwise in the Lease Exhibit.

Power and lighting fixture wiring and distribution system from tenants main distribution panel (minimum 200A, 120/208V, 3PH, 4W service unless noted otherwise) is included. Outlets in Demising Partition at 20'-0" o.c. are included. Convenience outlets above storefront by code requirement are included. Ground fault protected outlets in the toilet room or within 6'-0" of any plumbing fixture by code. Tenant's fixtures are not included unless noted otherwise in Landlord's Lease exhibit.

Floor finishes in sales area, stock room, office and toilet room (s) are by Tenant unless otherwise noted in Landlord's exhibit letter.

All interior partitions shall be taped sanded and primed ready for Tenant finish, unless noted otherwise in Landlord's Exhibit Letter.

PHASE FOUR – CONSTRUCTION ADMINISTRATION

Task#4a – Permitting and construction administration for Retail Shops North Building (7,000 sf)

Task#4b – Permitting and construction administration for Retail Shops South Building (7,400 sf)

For each of the above the Tasks, Shive-Hattery, Inc. shall perform the following services:

1. S-H shall submit for Building Permit for the Project
 - a) Prepare and send the number of required sealed and signed sets of Design Drawings to the City of Darien for permit review.
 - b) Respond in writing to the review comments by the City Building Department and Fire Department in a timely manner.
2. S-H shall include Construction Administration under both Tasks for answering GC Requests for Information (RFI), printing as required, review of shop drawings and submittals by the General Contractor, permit submittal, jobsite observation visits maximum (5) visits, and one additional Jobsite visit at substantial completion for punch list preparation

SCHEDULE FOR DELIVERY OF PHASE ONE/TWO/THREE DOCUMENTS

The following schedule shall be coordinated with the Client upon execution of this Contract Proposal.

- A. Phase One Preliminary Design Documents shall commence upon written authorization of this Contract Proposal. All Tasks shall proceed upon authorization by Client based on Client's schedule for each building.
1. Task #1a and 1b shall each be ready for preliminary review by Owner three (3) weeks after authorization to proceed on task by Client.
 - a) Owner shall have one (1) week to review and comment on preliminary review drawings.
 - b) Shive-Hattery, Inc. shall revise preliminary drawings one (1) week after receipt of Client's comments and will resubmit to Client for Final approval.
 - c) S-H shall prepare presentation documents for the City of Darien within one (1) week after final approval by Client. We will schedule all other tasks with City staff.
- B. Phase Two Construction Documents for "Warm Dark Shell" shall commence upon written approval by Client of the Phase One Preliminary Design Documents for each building.
1. Task#2a and 2b shall each take three (3) weeks to complete 80% Documents for Client review and comment.
 2. Client shall have ten (10) business days to review and comment on documents.
 3. Shive-Hattery, Inc. shall revise Construction Documents as required by Client's commentary and furnish 100% complete Construction documents within three weeks of receipt of Client's comments on 80% review set for each task.
 4. Upon Client's approval of Final Construction Documents for "Warm Dark Shell", Shive Hattery, Inc. shall prepare Bid Documents and assist Client with Bidding Process. Shive-Hattery, Inc. shall respond in a timely manner to all Bidders RFIs with copy to Client and other bidders.
 5. Upon Client's authorization Shive-Hattery shall submit Warm Dark Shell Construction Documents for Permit.
- C. Phase Three Construction Documents for Landlord's Tenant Construction shall commence upon Client's written authorization to proceed and receipt of any related Tenant Criteria and Landlord's Lease Exhibits.
1. Task#3a and 3b shall each take three (3) weeks to complete 80% Documents for Client's review and comment.
 2. Client and/or Tenant shall have two (2) weeks to review and comment on documents.
 3. Upon receipt of Client/Tenant review comments on 80% Document set, Shive-Hattery, Inc. revise the Construction Documents and furnish a 100% complete Construction Documents set within three (3) weeks of receipt of Client/Tenant review comments for 80% review set for each task.
 4. Upon Client/Tenant approval of Final Construction Documents for "Landlord's Vanilla Box", Shive-Hattery, Inc. shall prepare Bid Documents and assist Client with Bidding Process. Shive-Hattery, Inc. shall respond in writing to all Bidders' RFIs in a timely manner with copy to Client.

5. Upon Client's authorization, Shive-Hattery, Inc. shall submit "Owners Vanilla Box" documents for Permit.
- D. Phase Four Permitting and Construction Administration shall commence upon completion of Construction Documents for each Phase and Task.
1. Shive-Hattery, Inc. shall preside over Project Kick-off meeting with General Contractor and major sub-contractors time and day to be determined.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of the Shive-Hattery services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Client shall be responsible for all permit fees

COMPENSATION

DESCRIPTION	Fee	Fee Type
BUILDINGS		
Phase One – Preliminary Design Documents		
Task#1a – Preliminary Design of Retail Shops North Building (7,000 sf)	\$8,050.00	Fixed Fee
Task#1b – Preliminary Design of Retail Shops South Building (7,4000 sf)	\$8,510.00	Fixed Fee
Subtotal Phase One Tasks (\$1.15/sf)\$16,560.00	Fixed Fee

Phase Two – Construction Documents for “Warm Dark Shell”		
Task#2a – Construction Documents for Retail Shops North Building (7,000 sf)	\$10,500.00	Fixed Fee
Task#2b – Construction Documents for Retail Shops South Building (7,400 sf)	\$11,100.00	Fixed Fee
Subtotal Phase Two Tasks (\$1.00/sf)\$22,500.00	Fixed Fee
Phase Three – Construction Documents for Lendlord’s Tenant Construction		
Task#3a – Construction Documents for Retail Shops North Building (7,000 sf)	\$7,000.00	Fixed Fee
Task#3b – Construction Documents for Retail Shops South Building (7,400 sf)	\$7,400.00	Fixed Fee
Subtotal Phase Three Tasks (\$1.00/sf)	\$14,400.00	Fixed Fee
Phase Four – Permitting and Construction Administration		
Task#4a – Retail Shops North Building (7,000 sf)	\$7,000.00	Fixed Fee
Task#4b – Retail Shops South Building (7,400sf)	\$7,400.00	Fixed Fee
Subtotal Phase Four Tasks (\$1.00/sf)	\$14,400.00	Fixed Fee
Overall Fee Total for Phases One thru four for Building Only (\$4.85)	\$66,960.00	Fixed Fee
Reimbursables	\$1,000.00	Estimated

Fee Types: Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

Reimbursable Expenses

- **Estimated amount** - The estimated Reimbursable Expense amount(s) above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amount(s) without your prior authorization.

See attached Standard Hourly and Expense Fee Schedule.

SCHEDULE FOR INVOICING COMPENSATION

Shive-Hattery, Inc. shall invoice for all work completed to date at the end of each month including reimbursable expenses to date.

All invoicing shall be forwarded to:

City of Darien
Daniel Gombac, Director of Municipal Services
1702 Plainfield Road
Darien, Illinois 60561

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

ADDITIONAL SERVICES

1. The following are additional services you may require for your project. We can provide these services at your request but they are not part of this proposal at this time. If requested, these services will be provided on an hourly basis per the attached 2013 STANDARD HOURLY FEE SCHEDULE
 - A. Fire Protection/Fire Alarm design and engineering
 - B. Major revisions (beyond three (3) included revisions) to documents due to changes requested by the Tenant and/or Client due to revisions requested after approval has been received by Shive-Hattery.
 - C. Value engineering revisions requested after approval has been received by Shive-Hattery to commence the Construction Documents Phase.
 - D. Cost Estimating.
 - E. Obtaining bid proposals for construction or review and evaluation of bids submitted by pre-approved Contractors for the Scope of Work contained on the Construction Document.
 - F. Purchasing, delivery or installation of any equipment, furniture, audio visual systems, security systems, computer networks, telephone or computer cabling.

STANDARD TERMS AND CONDITIONS
© March 2010 Shive-Hattery, Inc.

PARTIES

"S-H" shall mean Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenue or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

Client initials: _____

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others 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 harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has

not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargoes, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, subcontract or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national

origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Wayne C. Marth, A.I.A., NCARB
V.P., Director of Business Development
wmarth@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Darien, Illinois

BY: _____ TITLE: _____
(Signature)

PRINTED NAME: _____ DATE ACCEPTED: _____

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2014 to December 31, 2014

PROFESSIONAL STAFF:

Grade 1	\$ 79.00
Grade 2	\$ 93.00
Grade 3	\$ 105.00
Grade 4	\$ 117.00
Grade 5	\$ 127.00
Grade 6	\$ 139.00
Grade 7	\$ 153.00
Grade 8	\$ 167.00
Grade 9	\$ 186.00

TECHNICAL STAFF:

Grade 1	\$ 55.00
Grade 2	\$ 66.00
Grade 3	\$ 73.00
Grade 4	\$ 83.00
Grade 5	\$ 92.00
Grade 6	\$ 104.00
Grade 7	\$ 115.00

ADMIN STAFF: \$ 55.00

SURVEY STAFF:

One Person	\$106.00
Two Person	\$165.00
Scanning Surveyor	\$128.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.56/ Mile
Mileage- Survey Trucks	\$0.66/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

Bond	\$ 30 /Sq.Ft.
Mylar	\$.75 /Sq.Ft.
Photogloss	\$ 90 /Sq.Ft.
Color Bond	\$.60 /Sq.Ft.
Foam Core Mounting	\$ 13.00

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17	\$ 2.00



City of Darien

Minutes of the Administrative Finance Committee

November 4, 2013

The meeting was called to order by Alderman Ted Schauer at 6:00 p.m. Committee member Alderman Joe Kenny was also present. Alderman Tina Beilke was absent. Staff members present included City Administrator Bryon Vana and Assistant City Administrator Scott Coren.

Surveying and Engineering Design – Iris Road

This item is at the Administrative/Finance Committee for review because this was not originally considered with the passage of the budget, and additional projects of this value are brought forth for review prior to consideration at a City Council meeting. Alderman Kenny asked about bidding out engineering services, which Administrator Vana said was mentioned at the Municipal Services meeting. Staff has typically used Christopher Burke Engineering for projects, but could review with the Municipal Services committee in the future. He also asked about indemnification included in the contract, and the City's participation with the JULIE markings.

Alderman Kenny made a motion to approve, Alderman Schauer seconded the motion, and it passed 2-0.

City Hall Copier Purchase

Assistant Administrator Coren said the City of Darien purchased a Kyocera 6030 copier in 2007 to replace an old, broken unit. This is the primary copier for putting together information for resident communications, policy documents for elected officials, and staff work, in addition to being the primary printer and scanner for City Hall. Since its purchase, there have been 1,056,266 pages copied and printed and 358,634 pages scanned. Because the frequency of repairs has gone up in FYE 13, staff budgeted \$14,000 in FYE 14 with the intention of running the machine until a costly repair came up. Recently we were advised by a repair company that the maintenance kit needed to be replaced at a cost of \$1,700. At this time staff feels that it is better to put this cost towards a new machine than repair the old machine. Assistant Administrator Coren discussed the process of getting quotes and went over the copier selected by staff as the best option, which was a Konica 654 supplied by Illinois Paper, in an amount of \$11,750.

Alderman Kenny made a motion to approve, Alderman Schauer seconded the motion, and it passed 2-0.

Minutes

Alderman Kenny found an error in the transfer amount in Capital Projects under the audit discussion, which should have been \$847,422. The committee voted 2-0 to approve the minutes to the October 7, 2013 Administrative/Finance Committee meeting as amended.

Adjournment

There being no further business Alderman Kenny made a motion to adjourn, with a second by Alderman Schauer. The motion carried 2-0 at 6:31 p.m.

Approved:

Ted Schauer, Chairman

Joseph Kenny, Member

Tina Beilke, Member
