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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

March 16, 2020

7:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit per Person, Additional Public Comment Period - Agenda Item 18).**
6. Approval of Minutes — [March 2, 2020](#)
7. Receiving of Communications
8. Mayor's Report
  - A. Josh Hargrove/ Census 2020
  - B. Coronavirus Update
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. Police Department Monthly Report — [January 2020](#)
  - B. Police Department Monthly Report — [February 2020](#)
  - C. Police Department — [2019 Annual Report](#)
  - D. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [19-20-23](#)
  - B. Monthly Report — [February 2020](#)
13. Standing Committee Reports

March 16, 2020

Page Two

14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit per Person)**
15. Old Business
16. Consent Agenda
  - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Darien District 61 Educational Foundation](#)
  - B. Consideration of a Motion to Approve:
    - The Annual [Fourth of July Parade](#) on Saturday, July 4, 2020, Beginning at 9:30 A.M., Sponsored by the Darien Lions Club and
    - Authorizing the Police Department to Assist in Traffic Control and Authorizing the Temporary Closure of Streets for the Fourth of July Parade: From the Jewel Parking Lot, North on Cass Avenue to 71<sup>st</sup> Street; East on 71<sup>st</sup> Street to Clarendon Hills Road; South on Clarendon Hills Road to Hinsdale South High School
  - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract for the [2020 Street Maintenance Project](#) Between the City of Darien and Schroeder Asphalt Services, Inc., The Following Schedule of Pricing: Base Bid - \$1,248,878.45; Alternate 1 - Patching - \$84,600.00; Alternate 2 – Aggregate Shoulders - \$25,600.00; Alternate 3 – 67<sup>th</sup> Street Widening - \$69,259.50 for a Total of \$1,428,337.95
  - D. Consideration of a Motion to Approve a Resolution [Rejecting all Bids for the Preparation and Painting of the Communication Tower](#) Located at 1041 South Frontage Road
  - E. Consideration of a Motion to Approve a Resolution Approving a Contract for the [2020 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program](#) with Suburban Concrete, Inc., in an Amount not to Exceed \$652,920.00 and to Waive the Residential \$75.00 Permit Fee Application for Concrete Work
  - F. Consideration of a Motion to Approve a Resolution to [Reject all Bids for the 2020 Roadside Ditch Maintenance Program](#) for the City of Darien for the Layout and Replacement of Storm Sewer Pipes and Structures and Grading
  - G. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Contract Extension with Denler, Inc. in an Amount not to Exceed \$189,238.63 for the [2020 Crack Fill Program](#)
  - H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, Ltd for the Professional Design Services Related to the Construction Layout Services for the [Geometrical Reconfiguration of 67<sup>th</sup> Street-Adjacent to the Western Leg of Clarendon Hills Road](#) in an Amount not to Exceed \$10,000

March 16, 2020  
Page Two

17. New Business
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE MARCH 2, 2020 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:05 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**March 3, 2020**

**7:30 P.M.**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: None

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



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

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

Ron Price, 7700 block of Lester Lane, commented regarding proposed digital sign; he expressed safety concerns with busy intersection and asked Council to consider a different location.

Bryan Gay, 1200 block of Willow Lane, commented regarding digital advertising billboard at the intersection of Cass Avenue & Plainfield Road. As a member of the Planning & Zoning Committee, he noted his reasons for voting against the proposal.

6. **APPROVAL OF MINUTES** – February 18, 2020

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of February 18 2020.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderman Vaughan received communication from Bryan Gay sharing his thoughts about the proposed sign.

8. **MAYOR’S REPORT**

**A. HEART OF DARIEN AWARD – KATHLEEN MINARDI**

Mayor Marchese awarded the “Heart of Darien Award” to Kathleen Minardi (Kathy); he chose Kathy because of her unselfish commitment to the public good. He stated while her contributions have been many, she is truly known as the “Arbor Day Lady,” who along with others began raising awareness for the beauty of nature and our need to return a gift to mother earth by adding beautiful trees to our landscape. As the program progressed, she joined forces with the Gift of Carl Foundation. In addition, her work has included

volunteering at Hinsdale Hospital, with Boy Scout Troops, Our Lady of Peace & Our Lady of Mount Carmel, and various community groups.

Mayor Marchese stated Kathleen Minardi has given of herself and has touched our hearts, so we return the gesture by giving her a bit of our hearts with the “Heart of Darien Award.”

Mike Minardi, Kathy’s husband, explained her illness and shared her sentiments and heartfelt gratitude. Mike read Kathy’s comments, she thanked family, friends and neighbors for being her unsung heroes for all they do for her day-in and day-out. Darien has always been and will always be “A Nice Place to Live.” She thanked Mayor Marchese for his support.

Heidi Ramirez announced Arbor Day will be held on April 24 at Darien Community Park beginning at 9:30 A.M.

**B. CONSIDERATION OF A MOTION TO REAPPOINT JOHN MURPHEY OF ODELSON STERK, MURPHEY, FRAZIER & MCGRATH**

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

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**C. CENSUS 2020 UPDATE**

Mayor Marchese stated public service announcements and census information continue to be featured weekly in Direct Connect. He stated a letter was sent to all community leaders of social, civic, educational and service groups to assist by using census material in their publications and outdoor message boards. A terminal will be available at City Hall for resident use. Mayor Marchese noted he would like to secure a banner at the corner of Cass Avenue & Plainfield Road reminding residents to “commit to be counted.”

Mayor Marchese provided updates on the following:

- Redevelopment of School District 61 property located at northwest corner of Cass Avenue & 75<sup>th</sup> Street that was included in Darien's 2006 Comprehensive Plan. Mayor Marchese explained reasons for not pursuing the redevelopment.
- Darien Fest 2020 proposed sites.
- Coronavirus information is available on Direct Connect eNews and at [www.chicago.gov/coronavirus](http://www.chicago.gov/coronavirus)

9. **CITY CLERK'S REPORT**

Clerk Ragona announced a Meet and Greet with Mayor Marchese will be held on Monday, March 16, 2020 at 6:00 P.M. in the City Hall Upstairs Conference Room.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – NO REPORT**

**B. MUNICIPAL SERVICES – NO REPORT**

Director Gombac presented information regarding the three options for marquee signage and landscape water feature at the northwest corner of Cass Avenue & Plainfield Road. Council discussion ensued. Director Gombac and representative from Chicago Billboard addressed Council questions.

12. **TREASURER'S REPORT**

**A. WARRANT NUMBER – 19-20-22**

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve payment of Warrant Number 19-20-22 in the amount of \$122,783.86 from the enumerated funds, and \$277,032.18 from payroll funds for the period ending 02/27/20 for a total to be approved of \$399,816.04.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairwoman Sullivan advised the Administrative/Finance Committee-of-the-Whole 2020-2021 Budget Meeting is scheduled for Tuesday, March 3, 2020 at 6:30 P.M. in the Council Chambers.

**Municipal Services Committee** – Chairman Belczak stated the minutes of the January 2020 meeting were approved and submitted to the Clerk’s Office. He announced the next meeting of the Municipal Services Committee is scheduled for March 24, 2020 at 7:00 P.M.

**Police Committee** – Chairman Kenny announced the next meeting of the Police Committee is scheduled for March 16, 2020 at 6:00 P.M. in the Police Department Training Room.

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

Ron Price commented regarding the terms and conditions of the lease with Chicago Billboards. Director Gombac responded.

Matthew Stafford, 1600 block of 71<sup>st</sup> Street, expressed his opinion regarding the proposed signage.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

Mayor Marchese stated Consent Agenda Item A has been moved to New Business Item A.

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

- A. RESOLUTION NO. R-20-20**                      **A RESOLUTION FOR THE 2020 CITY OF DARIEN ZONING MAP FOR PUBLICATION**
- B. CONSIDERATION OF A MOTION TO AUTHORIZE THE PURCHASE OF AMMUNITION FROM:**
- **KIESLER SUPPLY IN THE AMOUNT OF \$6,320.57**
  - **RAY O’HERRON IN THE AMOUNT OF \$1,080.00**
- C. RESOLUTION NO. R-21-20**                      **A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS OFFICE OF THE COMPTROLLER (IOC) AND THE CITY OF DARIEN (LOCAL UNIT) FOR ACCESS TO THE COMPTROLLER’S LOCAL DEBT RECOVERY PROGRAM**
- D. ORDINANCE NO. O-03-20**                      **AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE NO. O-28-12 IN THE AMOUNT OF \$299,175**
- E. ORDINANCE NO. O-04-20**                      **AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE NO. O-11-18 IN THE AMOUNT OF \$383,700**
- F. RESOLUTION NO. R-22-20**                      **A RESOLUTION REJECTING THE BID FOR THE FOUNDATION REPAIRS CONSISTING OF WATERPROOFING, AND RESTORATION OF THE OLD LACE SCHOOL**

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

**A. CONSIDERATION OF A MOTION TO REVIEW THREE (3) OPTIONS AND TO DIRECT STAFF TO PREPARE AN ORDINANCE FOR MARQUEE SIGNAGE, AND A LANDSCAPE WATER FEATURE**

It was moved by Alderman Belczak and seconded by Alderman Schauer to approve the motion as follows:

**CONSIDERATION OF A MOTION TO DIRECT STAFF TO PREPARE AN ORDINANCE FOR OPTION 3 FOR MARQUEE SIGNAGE, AND A LANDSCAPE WATER FEATURE**

Director Gombac reviewed the three options. Alderman Belczak commented regarding discussion held during the Municipal Services Meeting; he stated Municipal Services Committee members were in favor of one sign versus two, which is why they favored option 3. Council discussion ensued. Director Gombac and Chicago Billboards representative addressed Council questions.

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

Nays: Chlystek, Kenny

Absent: None

Results: Ayes 5, Nays 2, Absent 0

**MOTION DULY CARRIED**

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

Alderwoman Sullivan thanked Kathy Minardi, “Heart of Darien Award” recipient, for her countless years of service to the community.

Mayor Marchese reminded all about the Citizen of the Year dinner/dance honoring Aleta Peknik at Alpine Banquets on March 7.

Alderman Belczak announced Darien Lions Club Pancake Breakfast will be held on March 8 at Eisenhower Junior High School from 7:30 A.M. – 1:00 P.M.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

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

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Mayor

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City Administrator

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 3-20-20. Minutes of 3-20-20 CCM.

# Darien Police Department

## Monthly Report

January 2020



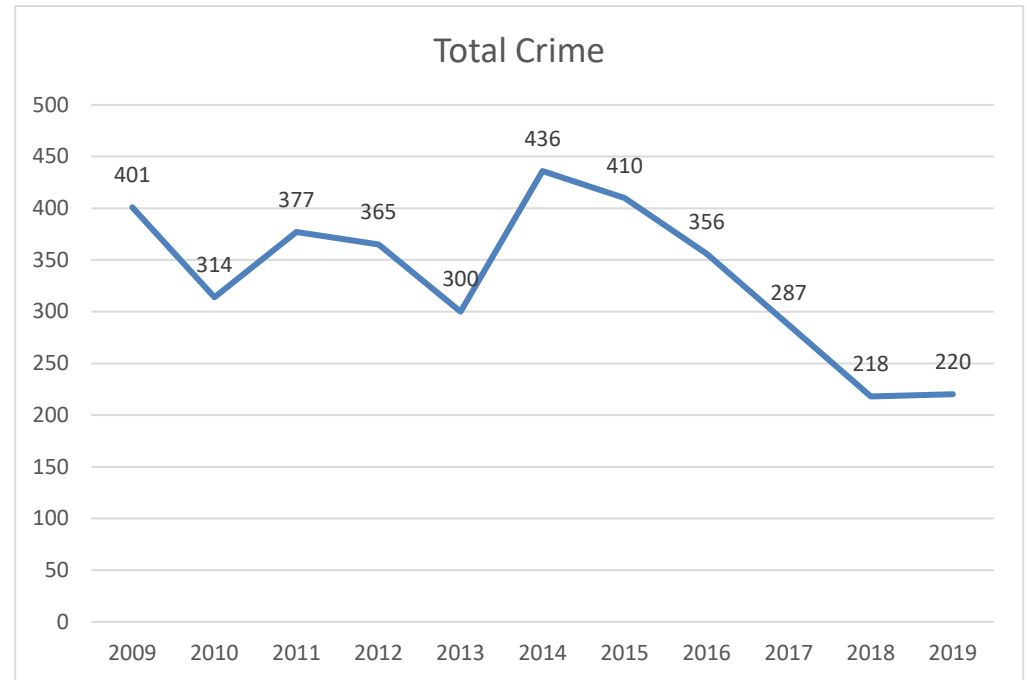


## Crime Letter Follow Up

Information about crime, specifically Residential Burglary, Burglary to Motor Vehicle and Motor Vehicle Theft was tweeted, placed on Direct Connect and posted on Facebook. After discussion with elected officials at a City Council meeting their point about not everyone is signed up for some type of social media was well taken. Because of that acknowledgement, a decision was made to mail the letter to every household in Darien and that was done March 2<sup>nd</sup>.

I received a few responses to the letter. One reader talked about sugar coating the data. The data is what the data is. How to count crime is “regulated” by the FBI through their Uniform Crime Reports (UCR). Writing the letter I tried to accomplish two things. First to emphasize that we’re a safe community as one can tell by the graph (pulled from the annual report). Second just because we’re a safe community doesn’t mean we cannot be safer. Providing the additional information about Residential Burglary, Burglary to Motor Vehicle and Motor Vehicle Theft was to communicate to the public about an issue we are facing, how the police were responding to it and how the community can help themselves and their neighbors.

The difficult thing is to balance transparency without creating a fear of crime. A discussion on what is reality and our perception is necessary. Individuals sent messages to me about the increase in crime, especially Burglary to Motor Vehicle. In reality Burglary to Motor Vehicle went down (see graph on next page) and overall crime virtually stayed the same. So while we want to be transparent in doing so it has the tendency, if taken out of context, to appear that crime is going up and that drives up fear and non-based fear leads to bad decisions. We’re going to continue to communicate via Twitter, Facebook, Direct Connect and soon the new newsletter. Please take the time to review the monthly and annual report so there is analysis and more in-depth look at what is occurring in Darien.

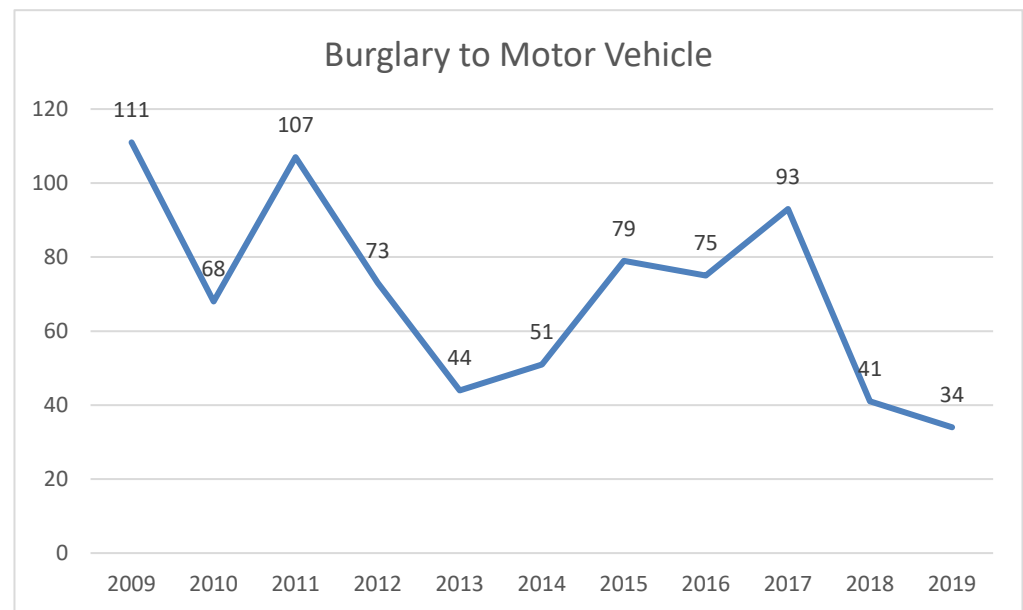


In the letter I discussed three specific crimes, Burglary to Motor Vehicle, Residential Burglary and Motor Vehicle Theft. The letter described a spike in the Residential Burglaries. Starting in October we started experiencing a marked increase in Residential Burglaries. The Residential Burglaries occurred mostly between 12:00pm and 7:00pm typically on Thursday through Saturday. On those days of the week we placed officers in unmarked cars to try to capture the burglar(s). We were not successful. On Sunday through Wednesday we placed additional patrols in marked cars to give the public a sense of security. With forced entry burglaries it is difficult to prevent. I’m not certain about the houses burglarized as to the quality of locks, lighting, etc. All good items to help insure safety. What can be done, in addition to good lighting and

proper locks, is to be observant to suspicious people, vehicles and circumstances in the neighborhood and call the police if something is suspicious.

From November 1<sup>st</sup> to January 9<sup>th</sup> we also had two Residential Burglaries where the method of entry was not by force, but by a ruse. The burglar got the home owner to believe the burglar had a legitimate reason to enter the house for maintenance / safety check. While one burglar kept the home owner busy another burglar took items. These types of burglaries are easier to prevent with a higher level of caution. Unless an emergency, real maintenance people are not coming to your house unannounced. They are going to have an official vehicle, usually uniformed and have official credentials. If you don't have a scheduled appointment, have the person wait – call the police – and we'll determine if the person has a legitimate reason to be at your home.

Burglary to Motor Vehicle (BMV) has been talked about a lot. Due to BMVs being talked about frequently through tweets Direct Connect, Facebook, etc. that additional communication made it appear that there was more BMVs than what really occurred. In reality the ten year trend can be seen in the graph. I would hope, no way of really knowing, that our additional communication has encouraged more people to lock their doors and take their items inside their home / business from their car or locked items in the truck.



Another topic mentioned in the letter was Motor Vehicle Theft. I have discussed this issue as well. Many times a group of individuals will come out from Chicago or other area with the purpose of stealing a car. They will drop off a group of thieves at one end of the block and drive the other and wait for the thieves. The thieves will try the doors to cars looking for an unlocked car. When they locate an unlocked car and the car is the type that has a fob, the thieves will attempt to start it in case the key fob is hidden in the car. If the car requires a key they will search the car for the key. If they find the key they will steal the car. If the thieves cannot find the key / fob they will take what they can. This is typically a small amount of change, sunglasses or other minor items.

# Calls for Service

Due to an issue with the Computer Aided Dispatch we are unable to get certain pieces of information from the system in order to show calls for service.

# Crime

January 2020

## Part One Offenses

	<u>Jan 2020</u>	<u>Jan 2019</u>	<u>Jan 2015</u>	<u>Jan 2010</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>	<u>YTD 2020</u>	<u>YTD 2019</u>	<u>YTD 2015</u>	<u>YTD 2010</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>
Murder	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Sexual Assault	0	0	1	0	0.0%	-100.0%	0.0%	0	0	1	0	0.0%	-100.0%	0.0%
Robbery	2	0	0	0	0.0%	0.0%	0.0%	2	0	0	0	0.0%	0.0%	0.0%
Assault & Battery	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
<b>Violent Crime</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>	<b>0.0%</b>	<b>2</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>	<b>0.0%</b>
Burglary	7	2	1	3	250.0%	600.0%	133.3%	7	2	1	3	250.0%	600.0%	133.3%
Theft	25	11	26	9	127.3%	-3.8%	177.8%	25	11	26	9	127.3%	-3.8%	177.8%
Motor Vehicle Theft	0	1	0	1	-100.0%	0.0%	-100.0%	0	1	0	1	-100.0%	0.0%	-100.0%
Arson	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
<b>Property Crime</b>	<b>32</b>	<b>14</b>	<b>27</b>	<b>13</b>	<b>128.6%</b>	<b>18.5%</b>	<b>146.2%</b>	<b>32</b>	<b>14</b>	<b>27</b>	<b>13</b>	<b>128.6%</b>	<b>18.5%</b>	<b>146.2%</b>
<b>Part One Crime</b>	<b>34</b>	<b>14</b>	<b>28</b>	<b>13</b>	<b>142.9%</b>	<b>21.4%</b>	<b>161.5%</b>	<b>34</b>	<b>14</b>	<b>28</b>	<b>13</b>	<b>142.9%</b>	<b>21.4%</b>	<b>161.5%</b>

## Part Two Offenses

	<u>Jan 2020</u>	<u>Jan 2019</u>	<u>Jan 2015</u>	<u>Jan 2010</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>	<u>YTD 2020</u>	<u>YTD 2019</u>	<u>YTD 2015</u>	<u>YTD 2010</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>
Assault	1	0	0	0	0.0%	0.0%	0.0%	1	0	0	0	0.0%	0.0%	0.0%
Battery	3	3	0	3	0.0%	0.0%	0.0%	3	3	0	3	0.0%	0.0%	0.0%
Domestic Battery	3	3	0	5	0.0%	0.0%	-40.0%	3	3	0	5	0.0%	0.0%	-40.0%
Criminal Damage	3	3	0	4	0.0%	0.0%	-25.0%	3	3	0	4	0.0%	0.0%	-25.0%
Criminal Trespass	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Disorderly Conduct	1	1	0	5	0.0%	0.0%	-80.0%	1	1	0	5	0.0%	0.0%	-80.0%

# Arrest

## January 2020

### Part One Offenses

	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Murder	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Sexual Assault	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Robbery	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Assault & Battery	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
<b>Violent Crime</b>	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Burglary	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Theft	0	9	11	4	-100.0%	-100.0%	-100.0%	0	9	11	4	-100.0%	-100.0%	-100.0%
Motor Vehicle Theft	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Arson	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
<b>Property Crime</b>	0	9	11	4	-100.0%	-100.0%	-100.0%	0	9	11	4	-100.0%	-100.0%	-100.0%
<b>Part One Crime</b>	0	9	11	4	-100.0%	-100.0%	-100.0%	0	9	11	4	-100.0%	-100.0%	-100.0%

### Part Two Offenses

	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Assault	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Battery	0	2	4	1	-100.0%	-100.0%	-100.0%	0	2	4	1	-100.0%	-100.0%	-100.0%
Domestic Battery	1	0	0	5	0.0%	0.0%	-80.0%	1	0	0	5	0.0%	0.0%	-80.0%
Criminal Damage	2	0	4	1	0.0%	-50.0%	100.0%	2	0	4	1	0.0%	-50.0%	100.0%
Criminal Trespass	0	0	1	0	0.0%	-100.0%	0.0%	0	0	1	0	0.0%	-100.0%	0.0%
Disorderly Conduct	0	1	6	9	-100.0%	-100.0%	-100.0%	0	1	6	9	-100.0%	-100.0%	-100.0%
Alcohol Possession	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Alcohol Consumption	0	1	0	11	-100.0%	0.0%	-100.0%	0	1	0	11	-100.0%	0.0%	-100.0%

# Arrest (Continued)

January 2020

## Drug Related Offenses

	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Cannabis	0	0	4	0	0.0%	-100.0%	0.0%	0	0	4	0	0.0%	-100.0%	0.0%
Controlled Substance	1	1	0	0	0.0%	0.0%	0.0%	1	1	0	0	0.0%	0.0%	0.0%
Hypodermic Syringes	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Drug Paraphernalia	0	0	2	2	0.0%	-100.0%	-100.0%	0	0	2	2	0.0%	-100.0%	-100.0%
Methamphetamine	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%

## Adult / Juvenile

	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Adult	10	15	0	33	-33.3%	0.0%	-69.7%	10	15	0	33	-33.3%	0.0%	-69.7%
Juvenile	0	3	0	12	-100.0%	0.0%	-100.0%	0	3	0	12	-100.0%	0.0%	-100.0%

## Warrants

	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>Jan</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Served	6	2	5	11	200.0%	20.0%	-45.5%	6	2	5	11	200.0%	20.0%	-45.5%

# Traffic Accident

January 2020

## Accidents

Type of Accident	<u>Jan</u> <u>2020</u>	<u>Jan</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2020</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2015</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Property Damage	32	46	45	-30.4%	-28.9%	32	46	45	-30.4%	-28.9%
Personal Injury	6	5	6	20.0%	0.0%	6	5	6	20.0%	0.0%
Fatal	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
<b>Total</b>	<b>38</b>	<b>51</b>	<b>51</b>	<b>-25.5%</b>	<b>-25.5%</b>	<b>38</b>	<b>51</b>	<b>51</b>	<b>-25.5%</b>	<b>-25.5%</b>
Fatalities	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
<b>Public Way</b>	<b>26</b>	<b>35</b>	<b>36</b>	<b>-25.7%</b>	<b>-27.8%</b>	<b>26</b>	<b>35</b>	<b>36</b>	<b>-25.7%</b>	<b>-27.8%</b>
Private Property	12	16	15	-25.0%	-20.0%	12	16	15	-25.0%	-20.0%
Hit & Run	5	6	4	-16.7%	25.0%	5	6	4	-16.7%	25.0%
DUI	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%

# Traffic Enforcement

January 2020

	<u>Jan 2020</u>	<u>Jan 2019</u>	<u>Jan 2015</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>YTD 2020</u>	<u>YTD 2019</u>	<u>Jan 2015</u>	<u>1 Year Change</u>	<u>5 Year Change</u>
Traffic Stops	334	390	277	-14.4%	20.6%	334	390	277	-14.4%	20.6%
Moving Citation	72	75	72	-4.0%	0.0%	72	75	72	-4.0%	0.0%
Moving Warning	147	123	116	19.5%	26.7%	147	123	116	19.5%	26.7%
<b>Total Moving</b>	<b>219</b>	<b>198</b>	<b>188</b>	<b>10.6%</b>	<b>16.5%</b>	<b>219</b>	<b>198</b>	<b>188</b>	<b>10.6%</b>	<b>16.5%</b>
Non-Moving Citation	39	75	75	-48.0%	-48.0%	39	75	75	-48.0%	-48.0%
Non-Moving Warning	101	133	91	-24.1%	11.0%	101	133	91	-24.1%	11.0%
<b>Total Non-Moving</b>	<b>140</b>	<b>208</b>	<b>166</b>	<b>-32.7%</b>	<b>-15.7%</b>	<b>140</b>	<b>208</b>	<b>166</b>	<b>-32.7%</b>	<b>-15.7%</b>
Total Warning	248	256	207	-3.1%	19.8%	248	256	207	-3.1%	19.8%
Total Citations	111	150	147	-26.0%	-24.5%	111	150	147	-26.0%	-24.5%
<b>Total Enforcement Actions</b>	<b>359</b>	<b>406</b>	<b>354</b>	<b>-11.6%</b>	<b>1.4%</b>	<b>359</b>	<b>406</b>	<b>354</b>	<b>-11.6%</b>	<b>1.4%</b>
DUI Arrests	1	3		-66.7%	0.0%	1	3		-66.7%	0.0%



# Traffic Enforcement (continued)

January 2020

<b>Violation Category</b>	<b><u>Jan 2020</u></b>	<b><u>Jan 2019</u></b>	<b><u>Jan 2015</u></b>	<b><u>1 Year Change</u></b>	<b><u>5 Year Change</u></b>	<b><u>YTD 2020</u></b>	<b><u>YTD 2019</u></b>	<b><u>YTD 2015</u></b>	<b><u>1 Year Change</u></b>	<b><u>5 Year Change</u></b>
Speed	137	116	105	18.1%	30.5%	137	116	105	18.1%	30.5%
Equipment	46	63	30	-27.0%	53.3%	46	63	30	-27.0%	53.3%
Registration	39	73	73	-46.6%	-46.6%	39	73	73	-46.6%	-46.6%
Traffic Sign or Signal	32	35	62	-8.6%	-48.4%	32	35	62	-8.6%	-48.4%
Distracted Driving	22	27	19	-18.5%	15.8%	22	27	19	-18.5%	15.8%
Lane Violation	15	24	12	-37.5%	25.0%	15	24	12	-37.5%	25.0%
License	15	15	13	0.0%	15.4%	15	15	13	0.0%	15.4%
Signal	14	6	0	133.3%	0.0%	14	6	0	133.3%	0.0%
Other	13	6	1	116.7%	1200.0%	13	6	1	116.7%	1200.0%
Accident	11	9	0	22.2%	0.0%	11	9	0	22.2%	0.0%
Insurance	8	22	31	-63.6%	-74.2%	8	22	31	-63.6%	-74.2%
Yield	4	6	6	-33.3%	-33.3%	4	6	6	-33.3%	-33.3%
Alcohol/Cannabis	2	0	1	0.0%	100.0%	2	0	1	0.0%	100.0%
Parking	1	0	1	0.0%	0.0%	1	0	1	0.0%	0.0%
Seat Belt	0	4	0	-100.0%	0.0%	0	4	0	-100.0%	0.0%
Reckless	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%

# Darien Police Department

## Monthly Report

February 2020



# Calls for Service

Due to an issue with the Computer Aided Dispatch we are unable to get certain pieces of information from the system in order to show calls for service.

# Crime Summary

February 2020

## Part 1 Offenses

	<u>Feb 2020</u>	<u>Feb 2019</u>	<u>Feb 2015</u>	<u>Feb 2010</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>	<u>YTD 2020</u>	<u>YTD 2019</u>	<u>YTD 2015</u>	<u>YTD 2010</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>
Murder	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Sexual Assault	0	0	0	0	0.0%	0.0%	0.0%	0	0	1	0	0.0%	-100.0%	0.0%
Robbery	1	0	0	2	0.0%	0.0%	-50.0%	3	0	0	2	0.0%	0.0%	50.0%
Assault & Battery	1	0	0	0	0.0%	0.0%	0.0%	1	0	0	0	0.0%	0.0%	0.0%
<b>Violent Crime</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>0.0%</b>	<b>300.0%</b>	<b>100.0%</b>
Burglary	4	1	1	3	300.0%	300.0%	33.3%	11	3	2	6	266.7%	450.0%	83.3%
Theft	22	17	25	8	29.4%	-12.0%	175.0%	47	28	51	17	67.9%	-7.8%	176.5%
Motor Vehicle Theft	3	2	1	3	50.0%	200.0%	0.0%	3	3	1	4	0.0%	200.0%	-25.0%
Arson	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
<b>Property Crime</b>	<b>29</b>	<b>20</b>	<b>27</b>	<b>14</b>	<b>45.0%</b>	<b>7.4%</b>	<b>107.1%</b>	<b>61</b>	<b>34</b>	<b>54</b>	<b>27</b>	<b>79.4%</b>	<b>13.0%</b>	<b>125.9%</b>
<b>Part One Crime</b>	<b>31</b>	<b>20</b>	<b>27</b>	<b>16</b>	<b>55.0%</b>	<b>14.8%</b>	<b>93.8%</b>	<b>65</b>	<b>34</b>	<b>55</b>	<b>29</b>	<b>91.2%</b>	<b>18.2%</b>	<b>124.1%</b>

## Part 2 Offenses

	<u>Feb 2020</u>	<u>Feb 2019</u>	<u>Feb 2015</u>	<u>Feb 2010</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>	<u>YTD 2020</u>	<u>YTD 2019</u>	<u>YTD 2015</u>	<u>YTD 2010</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>10 Year Change</u>
Assault	1	1	0	0	0.0%	0.0%	0.0%	2	1	0	0	100.0%	0.0%	0.0%
Battery	2	5	0	3	-60.0%	0.0%	-33.3%	5	8	0	6	-37.5%	0.0%	-16.7%
Domestic Battery	4	1	0	2	300.0%	0.0%	100.0%	7	4	0	7	75.0%	0.0%	0.0%
Criminal Damage	4	0	0	0	0.0%	0.0%	0.0%	7	3	0	4	133.3%	0.0%	75.0%
Criminal Trespass	0	1	0	0	-100.0%	0.0%	0.0%	0	1	0	0	-100.0%	0.0%	0.0%
Disorderly Conduct	3	6	0	4	-50.0%	0.0%	-25.0%	4	7	0	9	-42.9%	0.0%	-55.6%

# Arrest Summary

February 2020

## Part One Offenses

	<u>Feb</u> <u>2020</u>	<u>Feb</u> <u>2019</u>	<u>Feb</u> <u>2015</u>	<u>Feb</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>YTD</u> <u>2020</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2015</u>	<u>YTD</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Murder	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Sexual Assault	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Robbery	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Assault & Battery	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
<b>Violent Crime</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>
Burglary	3	0	0	0	0.0%	0.0%	0.0%	3	0	0	0	0.0%	0.0%	0.0%
Theft	3	12	10	3	-75.0%	-70.0%	0.0%	3	21	21	7	-85.7%	-85.7%	-57.1%
Motor Vehicle Theft	1	0	1	0	0.0%	0.0%	0.0%	1	0	1	0	0.0%	0.0%	0.0%
Arson	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
<b>Property Crime</b>	<b>7</b>	<b>12</b>	<b>11</b>	<b>3</b>	<b>-41.7%</b>	<b>-36.4%</b>	<b>133.3%</b>	<b>7</b>	<b>21</b>	<b>22</b>	<b>7</b>	<b>-66.7%</b>	<b>-68.2%</b>	<b>0.0%</b>
<b>Part One Crime</b>	<b>7</b>	<b>12</b>	<b>11</b>	<b>3</b>	<b>-41.7%</b>	<b>-36.4%</b>	<b>133.3%</b>	<b>7</b>	<b>21</b>	<b>22</b>	<b>7</b>	<b>-66.7%</b>	<b>-68.2%</b>	<b>0.0%</b>

## Part Two Offenses

	<u>Feb</u> <u>2020</u>	<u>Feb</u> <u>2019</u>	<u>Feb</u> <u>2015</u>	<u>Feb</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>YTD</u> <u>2020</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2015</u>	<u>YTD</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Assault	0	0	1	0	0.0%	-100.0%	0.0%	0	0	1	0	0.0%	-100.0%	0.0%
Battery	0	0	0	3	0.0%	0.0%	-100.0%	0	2	4	4	-100.0%	-100.0%	-100.0%
Domestic Battery	2	0	1	2	0.0%	100.0%	0.0%	3	0	1	7	0.0%	200.0%	-57.1%
Criminal Damage	0	0	1	0	0.0%	-100.0%	0.0%	2	0	5	1	0.0%	-60.0%	100.0%
Criminal Trespass	0	0	0	0	0.0%	0.0%	0.0%	0	0	1	0	0.0%	-100.0%	0.0%
Disorderly Conduct	0	2	7	7	-100.0%	-100.0%	-100.0%	0	3	13	16	-100.0%	-100.0%	-100.0%
Alcohol Possession	0	1	0	1	-100.0%	0.0%	-100.0%	0	1	0	1	-100.0%	0.0%	-100.0%
Alcohol Consumption	0	0	2	0	0.0%	-100.0%	0.0%	0	1	2	11	-100.0%	-100.0%	-100.0%

# Arrest Summary

February 2020

## Drug Related Offenses

	<u>Feb</u> <u>2020</u>	<u>Feb</u> <u>2019</u>	<u>Feb</u> <u>2015</u>	<u>Feb</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>YTD</u> <u>2020</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2015</u>	<u>YTD</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Cannabis	1	0	5	2	0.0%	-80.0%	-50.0%	1	0	9	2	0.0%	-88.9%	-100.0%
Controlled Substance	0	5	0	1	-100.0%	0.0%	-100.0%	1	6	0	1	-83.3%	0.0%	500.0%
Hypodermic Syringes	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Drug Paraphernalia	0	0	3	2	0.0%	-100.0%	-100.0%	0	0	5	4	0.0%	-100.0%	-100.0%
Methamphetamine	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%

## Adult / Juvenile

	<u>Feb</u> <u>2020</u>	<u>Feb</u> <u>2019</u>	<u>Feb</u> <u>2015</u>	<u>Feb</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>YTD</u> <u>2020</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2015</u>	<u>YTD</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Adult	17	25	0	29	-32.0%	0.0%	-41.4%	17	25	0	29	-32.0%	0.0%	-41.4%
Juvenile	0	7	0	9	-100.0%	0.0%	-100.0%	0	7	0	9	-100.0%	0.0%	-100.0%

## Warrants

	<u>Feb</u> <u>2020</u>	<u>Feb</u> <u>2019</u>	<u>Feb</u> <u>2015</u>	<u>Feb</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>YTD</u> <u>2020</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2015</u>	<u>YTD</u> <u>2010</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Served	5	6	4	11	-16.7%	25.0%	-54.5%	5	6	4	11	-16.7%	25.0%	-54.5%

# Traffic Accident

February 2020

<u>Type of Accident</u>	<u>Feb 2020</u>	<u>Feb 2019</u>	<u>Feb 2015</u>	<u>1 Year Change</u>	<u>5 Year Change</u>	<u>YTD 2020</u>	<u>YTD 2019</u>	<u>YTD 2015</u>	<u>1 Year Change</u>	<u>5 Year Change</u>
Property Damage	27	26	27	3.8%	0.0%	49	58	58	-15.5%	-15.5%
Personal Injury	1	5	4	-80.0%	-75.0%	5	8	9	-37.5%	-44.4%
Fatal	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
<b>Public Way Total</b>	<b>28</b>	<b>31</b>	<b>31</b>	<b>-9.7%</b>	<b>-9.7%</b>	<b>54</b>	<b>66</b>	<b>67</b>	<b>-18.2%</b>	<b>-19.4%</b>
Fatalities	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Hit & Run	3	5	1	-40.0%	200.0%	5	6	3	-16.7%	66.7%
DUI	0	1	0	-100.0%	0.0%	0	1	0	-100.0%	0.0%
Private Property	14	18	24	-22.2%	-41.7%	26	34	39	-23.5%	-33.3%
Total Accidents	42	49	55	-14.3%	-23.6%	80	100	106	-20.0%	-24.5%

# Traffic Enforcement

February 2020

	<u>Feb</u> <u>2020</u>	<u>Feb</u> <u>2019</u>	<u>Feb</u> <u>2015</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2020</u>	<u>YTD</u> <u>2019</u>	<u>Jan</u> <u>2015</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Traffic Stops	384	391	264	-1.8%	45.5%	334	390	541	-14.4%	-38.3%
Moving Citation	80	79	59	1.3%	35.6%	152	154	131	-1.3%	16.0%
Moving Warning	159	150	102	6.0%	55.9%	306	273	218	12.1%	40.4%
<b>Total Moving</b>	<b>239</b>	<b>229</b>	<b>161</b>	<b>4.4%</b>	<b>48.4%</b>	<b>458</b>	<b>427</b>	<b>349</b>	<b>7.3%</b>	<b>31.2%</b>
Non-Moving Citation	44	66	68	-33.3%	-35.3%	83	141	143	-41.1%	-42.0%
Non-Moving Warning	104	130	99	-20.0%	5.1%	205	263	190	-22.1%	7.9%
<b>Total Non-Moving</b>	<b>148</b>	<b>196</b>	<b>167</b>	<b>-24.5%</b>	<b>-11.4%</b>	<b>288</b>	<b>404</b>	<b>333</b>	<b>-28.7%</b>	<b>-13.5%</b>
Total Warning	263	280	201	-6.1%	30.8%	511	536	408	-4.7%	25.2%
Total Citations	124	145	127	-14.5%	-2.4%	235	295	274	-20.3%	-14.2%
<b>Total Enforcement Actions</b>	<b>387</b>	<b>425</b>	<b>328</b>	<b>-8.9%</b>	<b>18.0%</b>	<b>746</b>	<b>831</b>	<b>682</b>	<b>-10.2%</b>	<b>9.4%</b>
DUI Arrests	6	2	3	200.0%	100.0%	7	4	7	75.0%	0.0%



# Traffic Enforcement (continued)

February 2020

<b>Violation Category</b>	<b><u>Feb</u> <u>2020</u></b>	<b><u>Feb</u> <u>2019</u></b>	<b><u>Feb</u> <u>2015</u></b>	<b><u>1 Year</u> <u>Change</u></b>	<b><u>5 Year</u> <u>Change</u></b>	<b><u>YTD</u> <u>2020</u></b>	<b><u>YTD</u> <u>2019</u></b>	<b><u>YTD</u> <u>2015</u></b>	<b><u>1 Year</u> <u>Change</u></b>	<b><u>5 Year</u> <u>Change</u></b>
Speed	166	159	93	4.4%	78.5%	303	275	198	10.2%	53.0%
Equipment	49	58	47	-15.5%	4.3%	95	121	77	-21.5%	23.4%
Registration	52	59	60	-11.9%	-13.3%	91	132	133	-31.1%	-31.6%
Traffic Sign or Signal	37	36	26	2.8%	42.3%	69	71	79	-2.8%	-12.7%
Distracted Driving	17	34	22	-50.0%	-22.7%	39	61	41	-36.1%	-4.9%
Lane Violation	14	16	22	-12.5%	-36.4%	29	40	34	-27.5%	-14.7%
License	11	17	12	-35.3%	-8.3%	26	32	25	-18.8%	4.0%
Insurance	15	18	26	-16.7%	-42.3%	23	40	57	-42.5%	-59.6%
Signal	8	6	12	33.3%	-33.3%	22	12	21	83.3%	4.8%
Accident	8	7	0	14.3%	0.0%	19	16	0	18.8%	0.0%
Other	2	11	1	-81.8%	100.0%	15	17	2	-11.8%	650.0%
Alcohol/Cannabis	4	0	1	0.0%	300.0%	6	0	2	0.0%	200.0%
Yield	1	2	3	-50.0%	-66.7%	5	8	9	-37.5%	-44.4%
Seat Belt	2	0	0	0.0%	0.0%	2	4	0	-50.0%	0.0%
Parking	1	2	3	-50.0%	-66.7%	2	2	4	0.0%	-50.0%
Reckless	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%

# Traffic Complaints

<u>LOCATION</u>	<u>VIOLATION</u>	<u>DATE(S)</u>	<u>HOURS</u>	<u>STOPS</u>	<u>WARNINGS</u>	<u>CITATIONS</u>	<u>DATE SUBMITTED</u>	<u>INDEX</u>
800 Block of 67th	Speed	02/04 - 02/17	5.68	5	5	0	02/21/20	1.1
8100 Block of Bailey	Speed	02/04 - 02/17	5.3	4	3	2	02/21/20	1.3
Oldfield Rd / Myers Woods	Speed	02/04 - 02/17	3.05	4	2	2	02/21/20	0.8
71st / Seminole	Stop Sign / Speed	02/24 - 03/09	5.32	10	10	0	03/10/20	0.5
7900-8100 Lemont Rd	Speed	02/24 - 03/09	6.2	6	6	2	03/10/20	1.0
7500 Lyman	Speed	02/24 - 03/09	14.17	13	9	4	03/10/20	1.1

# Darien Police Department

## Annual Report

2019



## **PUBLIC SAFETY MISSION**

The mission of the Darien Police Department is that of public safety. Public safety as the Darien Police Department views it, is not just in the public, but in one's home and place of business, the driving public, etc. The Darien Police Department takes our oath to uphold the law seriously. The means by which public safety is ensured takes many methods which include not only suppression (arrests for criminal acts that have already occurred), but prevention and intervention strategies within the confines of appropriate values and principles.

### **Mission Statement**

The mission for every member of this department is to consistently seek and find ways to affirmatively promote, preserve and deliver a feeling of security, safety and quality services to the members of our community in addition every member of this department is to consistently work with and promote cooperation within other city departments

### **Part I Violent Crime**

The amount of violent crime was significantly less in 2019 as compared prior years looking at one, five and ten year look backs of 60%, 46.7% and 42.9% respectively. There were eight reported violent crimes in 2019. However, admittedly, with such small frequency of violent crime any change looks like a substantial percentage change.

You may have seen a murder reported in prior months, but was removed as a reportable offense. The removal was due to a change in reporting requirements in the FBI's Uniform Crime Reports (UCR) regulations. It was a drug induced homicide and an arrest was made in that case.

Sexual assaults decreased significantly. There was no change in the frequency of robberies from last year. Aggravated Assaults and Batteries were down from 2018 levels.

<b>Crime Type</b>	<b>2019</b>	<b>2018</b>	<b>2014</b>	<b>2009</b>	<b>1 Year Change</b>	<b>5 Year Change</b>	<b>10 Year Change</b>
Murder	0	2	1	0	-100.0%	-100.0%	0.0%
Sexual Assault	4	12	2	5	-66.7%	100.0%	-20.0%
Robbery	1	1	3	3	0.0%	-66.7%	-66.7%
Assault & Battery	3	5	9	6	-40.0%	-66.7%	-50.0%
<b>Violent Crime</b>	<b>8</b>	<b>20</b>	<b>15</b>	<b>14</b>	<b>-60.0%</b>	<b>-46.7%</b>	<b>-42.9%</b>

### **Part I Property Crime**

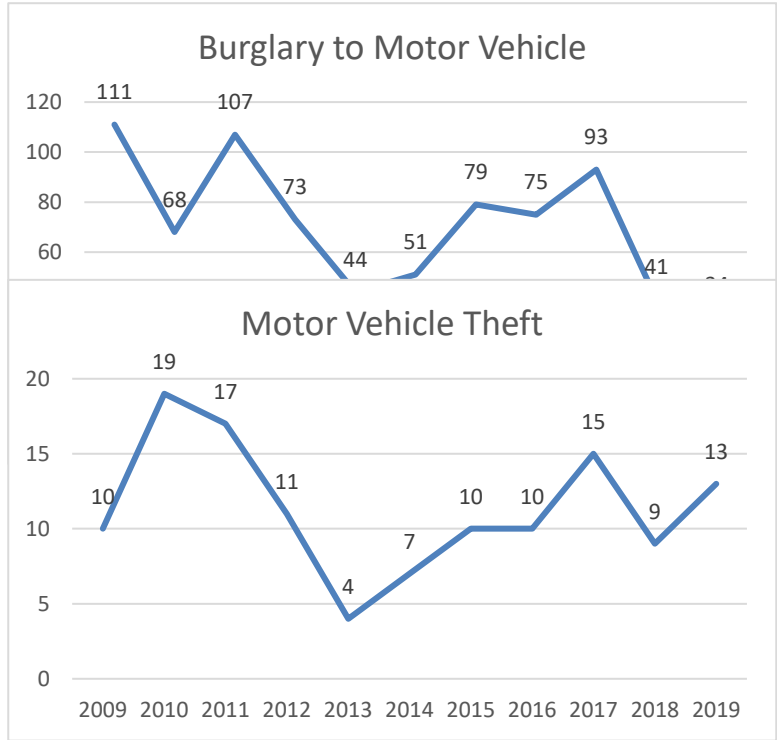
Unfortunately property crime did not see the same reduction as violent crime. Darien residents saw a 7.1% increase in total property crimes driven by a 52.2% increase in the number of burglaries and a 44.4% increase in Motor Vehicle Theft from 2018. Of the 35 burglaries, 24 were residential burglaries. There was a significant increase in Residential Burglaries toward the end of 2019 which began on October 30<sup>th</sup>. Those rash of residential burglaries seemed to have ended on January 9<sup>th</sup>.

Burglary to Motor Vehicles were down with 34 occurring in 2019 compared to 41 in 2018.

Motor Vehicle Theft saw a 44.4% increase or four more cars stolen in 2019 compared to 2018. It is extremely important for residents to remember to lock vehicles and take the keys out of the car.

A significantly amount of Burglary to Motor Vehicle and Motor Vehicle Thefts occurred when the property was unsecured.

I've discussed the crime crew coming out from Chicago in prior monthly reports and City Council meetings. The group continuous to be active. The community can help themselves and their fellow community members by securing items – trunk it or take it is a good thing to remember. Locking the car and taking the key and/or key fob out of the car is important.



Crime Type	2019	2018	2014	2009	1 Year Change	5 Year Change	10 Year Change
Burglary	35	23	45	62	52.2%	-22.2%	-43.5%
Theft	164	164	364	279	0.0%	-54.9%	41.2%
Motor Vehicle Theft	13	9	7	10	44.4%	85.7%	30.0%
Arson	0	2	5	6	-100.0%	-100.0%	-100.0%
Property Crime	212	198	421	357	7.1%	-49.6%	-40.6%

**Total Crime**

Total violent crime dropped by 60% or 12 fewer victims of violent crime in 2019 compared to 2018. Total property crime is up 7.1% from 2018 with burglary and auto theft creating the increase. Total crime is simply violent crime and property crime taken together. Total crime is up very slightly at 0.9% an increase of two offenses above 2018 offenses.

	2019	2018	2014	2009	1 Year Change	5 Year Change	10 Year Change
Violent Crime	8	20	15	14	-60.0%	-46.7%	-42.9%
Property Crime	212	198	421	357	7.1%	-49.6%	-40.6%
Total Crime	220	218	436	371	0.9%	-49.5%	-40.7%

### **Other Crime**

Nuisance type crimes (criminal damage to property, criminal trespass to property, disorderly conduct, etc.) increased 17.9%. Domestic batteries decreased 40.3%.

### **Traffic Crashes**

The safety of the driving public is important and Darien saw an 8.7% decrease in accidents or 37 less crashes on the public way in 2019 compared to 2018. Two major issues that continue to be causal factors for crashes are distracted driving and aggressive driving. The elimination / reduction of these violations would significantly reduce traffic crashes. Officers' enforcement of distracted drivers increased 3.1% in 2019 compared to 2018. Moving violations went up by 3.4%. Enforcement is appropriate and will continue, but real change will come with voluntary compliance with the rules of the road by drivers.

## **COMMUNITY-ORIENTED POLICING**

Each day our officers are involved in the community in various activities totaling hundreds of hours. Here are some specific examples:

- Our partnership with Safety Village continued in 2019. Sergeant Skweres, Officer Throm and Officer Dollins presented at the program. Officers discussed with the attendees what an officer does, how the police help the community, what an officer looks like in uniform, that kids should not be afraid of police, proper use of 9-1-1 and stranger danger. The kids were engaged and asked a lot of questions.
- Once again officers and firefighters teamed up for Shop with a Hero with about 30 kids who participated. Darien Police Department members who participated were Sergeant Skweres, Liss, Topel and Norton, Officers Yeo, Throm, Dollins, Stutte, Zimny and Noga and Community Services Operator Estrada. Most employees attended on their own time. We have participated in this worthwhile program for over 10 years. In addition to their participation employees donated money to the cause. The Darien-Woodridge Fire Department was heavily involved and are great partners.
- Several employees grew beards during November for "Movember" raising several hundreds of dollars for men's health.
- There are nearly 600 elderly residents who have registered themselves with the police department elderly services program. Our Elderly Service Officers assisted on several cases including hoarding and frauds.
- National Night Out saw a huge turnout of the community to participate in a fun event.
- Three members of the department had their heads shaved for the St. Baldrick's event earning donations that support childhood cancer research.
- Members participated in Cop on Top where the funds are used for Special Olympics.
- Darien Police personnel also were involved in numerous walk & talks, block parties, tours and other events.

Police officers continue to make school visits. They check houses when residents are away on vacation. Officers continue to monitor Community Park.

Darien is involved with a DuPage Group called Unity Partnerships. Their mission is to make a positive impact on the relationship between police and civilians. The group desires to create opportunities for interaction to foster mutual understanding of each other, erase negative stereotypes and develop paths for dialogue in the community. This year they conducted Town hall style meetings on how to conduct oneself during a traffic stop – with a theme of comply then complain if felt wronged. During 2019 a program was developed regarding use of force by police. For 2020 we're looking at conducting presentations around Use of Force and Police Conduct and Complaints against police.

## **HONOR**

We do our due diligence to hire the best. Potential officers must pass a rigorous hiring process that includes: application, orientation, physical fitness testing, written testing, structured oral interview, polygraph, psychological, background investigation, medical examination and drug testing. Once hired the officer must attend and pass a fourteen week basic academy, sixteen week intensive field training and evaluation program and one year of probation. We are confident that we have done our best to hire people of very high character and once hired to train personnel to be very competent in the handling of police duties.

### **Employee Recognition**

There were 17 positive compliments submitted about employees in 2019. Our officer assigned to the Drug Enforcement Task Force received an award from the Chicago Crime Commission. Officers Dollins, Hruby and Somogye and Sergeant Jump earned recognition from the Alliance Against Intoxicated Motorists (AAIM) for their exceptional DUI enforcement efforts.

After putting together a recognition committee the committee reviewed numerous past incidents. They found since 2010 there have been 26 lifesaving events by 16 officers. Unfortunately those officers were never recognized for their efforts. With never the wrong time to do the right thing those 16 officers were recognized for their efforts.

### **Employee Discipline**

We want to make sure we are honorable and do not shy away from investigating complaints against personnel. It is easy to do in the Darien Police Department as we have well trained and strictly vetted officers who understand and live by their oath of office. With over 21,000 interactions some of which resulted in an arrest (over 350), or ticket (over 4,700) or other form of behavior modification we received one citizen complaint. The case was investigated and the employee was appropriately disciplined. There were thirteen situations where a supervisor found it necessary to write a formal complaint against an officer. Those situations were investigated and concluded. Where appropriate the officer was disciplined.

### **Use of Force**

Officers found it necessary to use force during fifteen encounters with a total of 24 subjects in 2019. After review, the officer's actions were found to be in compliance in all but one case. Twenty-three individual's police encountered used personal weapons (hands, fists, feet, etc.) as force. In one situation the subject was armed with a gun. In two situations a Taser was targeted,

but not deployed. In six situations the subject was targeted with a gun, but police did not fire their weapon. The remainder police use personal weapons to control the situation.

## **PERSONNEL**

We had one sworn employee, Commander Gerry Piccoli, retire in 2019 after 34 honorable years of service to Darien. Commander Piccoli received his undergraduate degree from Lewis University and received his Master of Science degree from Jacksonville State University. In addition he graduated from the Northwestern University School of Staff and Command. Commander Piccoli was sworn in as a Darien Police Officer on August 2, 1985 and served in that role for 17 years. He was promoted to sergeant on November 4, 2002 and served as a sergeant for 14 years. Commander Piccoli was appointed to the position of commander on August 22, 2016 and served in that function for two and one half years. During his 34 years with Darien Police Department Commander Piccoli received numerous letters of commendation and was awarded the City of Darien Police Medal of Merit in 1987 for assisting in the apprehension and capture of an armed robbery suspect who was also wanted for attempted murder. Commander Piccoli was assigned to the Felony Investigative Assistance Team – Special Weapons and Tactics Operator for eleven years, Field Training Officer for seven years, Detective for three years, Emergency Management Coordinator for seventeen years. Commander Piccoli also served on the employee recognition committee, was the police liaison to Safety Village and coordinated youth educational initiatives for several years.

We had one promotion, Officer Austin Jump was promoted to sergeant on August 10<sup>th</sup>. Officer Jump was an outstanding officer who consistently ranked high in performance measures. Several times he earned the Alliance Against Impaired Motorists (AAIM) award for Driving While Impaired enforcement. Sergeant jump was and remains an active member of the SWAT team, firearms instructor, Juvenile Officer, a member of the Field Training and Evaluation program. Sergeant Jump has a Bachelor's degree in Law Enforcement Administration from Western Illinois University.

We appointed one new officer to the Darien Police force in 2018. Paulina Noga was hired on May 16<sup>th</sup>. She had graduated Magna Cum Laude from North Central College in 2017 where she majored in Global Studies and Criminal Justice. Prior to being hired as an officer, Noga was a community services Operator for two years with the Darien Police Department.

We also hired two part-time Community Service Officers (CSO). Theresa Estrada who has an Associates in Applied Science in Criminal Justice from Richard J. Daley College. David Kozak graduated Lewis University 2019 with a degree in Criminal Justice. Kozak was a police explorer with the Bolingbrook Police Department for one and a half years.



## **ORGANIZATION**

### **Generally**

Our patrol division provides complete police coverage throughout the city all through the year. We continue to have a detective unit, a School Resource Officer (SRO) and an officer assigned to the Drug Enforcement Administration (DEA). The detective unit investigates numerous cases including criminal matters and missing persons. Our SRO is not in the school to arrest offenders, though he can, most of his day is spent on positive interactions with students.

In 2019, with the retirement of Commander Piccoli, we opted to reorganize the police department. Instead of replacing the commander we eliminated that position along with the administrative aide position and created an Administrative Manager. The Administrative Manager, a non-sworn position, took over most of the administrative tasks that used to be performed by a commander, a sworn position. Additionally a sergeant was put in charge of the investigations division.

The creation the detective sergeant position has allowed us to more quickly process reported crimes. The detective sergeant reviews all reports on a daily basis and now assigns cases immediately for investigation.

The Peer Jury Program started again in January 2019 after a few year hiatus. The program is for first time offenders on non-serious offenses. High school juniors are selected for a two year term to participate as jurors of the program. Darien has used Peer Jury three times this year.

### **Drug Related**

There are numerous functions and attempts to curtail the ills of narcotics through enforcement, education and seizing of funds that were gained through illegal operations.

A new measure was added this year. We placed, in the lobby of the police department, a vault to turn in drugs the public no longer deemed necessary. The collection point began on July 12<sup>th</sup>. From July 12<sup>th</sup> to December 6<sup>th</sup> the public has dropped off 235 pounds of pills. The packaging, boxes, vials, etc. are not kept the drugs are transferred into a plastic bag and deposited into the vault. Each day the vault is emptied and the drugs turned over to an agency who destroys the drugs in an eco-friendly manner.

In 2019, the Darien Canine Unit responded to a total of 78 calls for service. Of the 78 calls for service 37 were generated within Darien or by the Darien officer assigned to Drug Enforcement Administration. Niko, Darien's K9 alerted for the following: Cannabis (22), Ecstasy (1), Cocaine (4), Methamphetamine (2), Heroin (8). In addition to the drugs seized drug equipment was seized three times. Niko and his handler conducted the following tasks: vehicle drug sniffs (31), tracks (13), building searches (2), community engagements (4), school searches (6), free air sniff (3), area searches (3) and building drug sniff (6). On six of the thirteen tracks the offenders were found. A total of five guns were found. The canine team was responsible for the seizure of 26 Kilos of Heroin in three different DEA raids. The canine recovered 16 pounds of Ecstasy and Methamphetamine in a DEA search warrant.

The officer assigned to the DEA task force has done a great job being involved in major drug cases in and around the DuPage County area. The police department received over \$190,000 in seized funds in 2019 due to his work.

DuMEG continues to be a great partner. DuMEG is the task force we participate in who enforce drugs laws. At the time of this report DuMEG's annual report was not ready.

### **9-1-1**

DuCOMM continues to be a great partner managing calls for service. It is unknown how many calls for service DuCOMM dispatched for Darien in 2019. On June 18, 2019 DuCOMM switched the software used for Computer Aided Dispatch (CAD). To date we have not been successful getting data out of the CAD system.

### **Evidence**

An audit of guns, money and drugs was conducted. The audit showed all items were properly logged and accounted for with no discrepancies. At the conclusion of the audit firearms were turned over to a company that pulverizes firearms scheduled for destruction. The company video records the destruction of these weapons and is sent to our department which is retained as evidence of the destruction of these firearms.

Once again the department used the drug incinerator that was purchased in 2018 to destroy numerous items of drug and drug related items. Drug burns are conducted per department policy which includes the requirement of multiple property room officers in attendance of the destruction of any items. All property officers in attendance sign off on a paper copy documenting each item destroyed and they then update all items in the evidence database.

There were 1499 pieces of evidence were collected in 2019 of which 139 items were sent to the lab for analysis.

### **Training**

Officers attended 580 training courses for a total of 5,870 hours of training. Officers were re-certified in CPR in 2019. Officers continued training to respond to active assailant incidents. In addition officers continued to train on Mental Health issues specifically Crisis Intervention. Officers are compliant with the State mandated training topics.

### **Building & Grounds**

After several years of addressing issues with the building no major changes occurred in 2019.

### **Equipment & Technology**

The Darien Police Department in partnership with the DuPage County States Attorney's Office implemented TechShare a case management system that streamlined how digital media evidence is managed.

Due to Windows 7 no longer supported we had several computers that we had to update to Windows 10. That was completed.

Through a partnership with numerous police and fire agencies along with DuCOMM and DuPage ETSB a new software enterprise system called Hexagon was installed. The system manages several items including Mobile Police Service (MPS) which is the communication software between the car and DuCOMM. It also included Records Management System (RMS) to track crime data, people, vehicles, property, etc. In addition the software included Computer Aided Dispatch (CAD) which is the software that manages calls for service for police, fire and medical needs. Field Based Reporting (FBR) the portion of the software that manages report writing was added.

We added a feature to Frontline our software that allows residents to go to the City's website and request overnight parking permission and vacation house checks. The additional item was a method to track citizen complaints on traffic conditions. We have used the information to conduct individualized enforcement at those locations in an effort to stop poor driving behaviors (speeding, stop sign, etc.).

## **Calls for Service**

Due to a switch to a new software to manage Computer Aided Dispatch (CAD) we are unable to provide data regarding calls for service at this time.

# Crime Summary

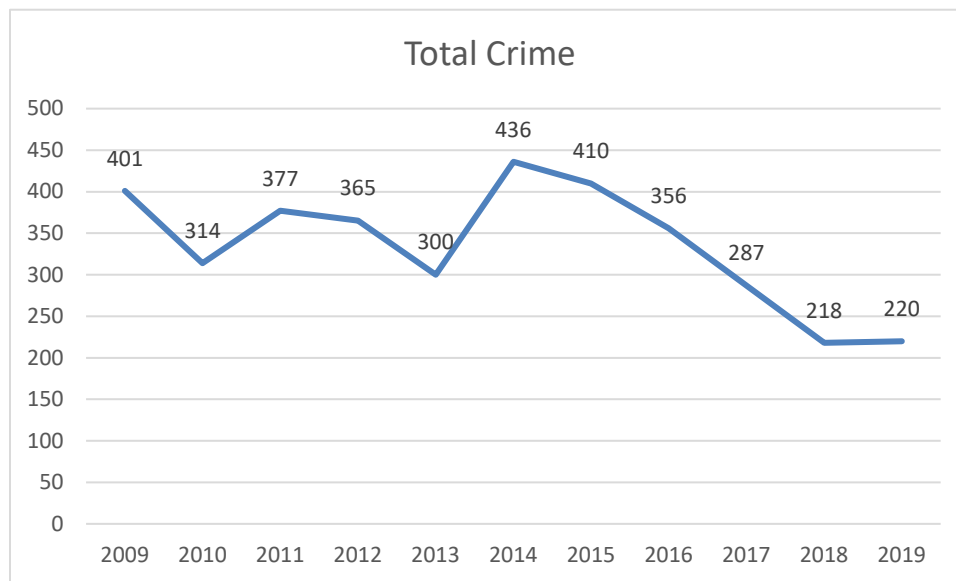
## December 2019

### Part 1 Offenses

	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>Dec</u> <u>2009</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>Dec</u> <u>2009</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Murder	0	0	0	0	0.0%	0.0%	0.0%	0	2	1	0	-100.0%	-100.0%	0.0%
Sexual Assault	0	0	0	2	0.0%	0.0%	-100.0%	4	12	2	5	-66.7%	100.0%	-20.0%
Robbery	0	0	0	1	0.0%	0.0%	-100.0%	1	1	3	3	0.0%	-66.7%	-66.7%
Assault & Battery	1	0	1	0	0.0%	0.0%	0.0%	3	5	9	6	-40.0%	-66.7%	-50.0%
<b>Violent Crime</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>3</b>	<b>0.0%</b>	<b>0.0%</b>	<b>-66.7%</b>	<b>8</b>	<b>20</b>	<b>15</b>	<b>14</b>	<b>-60.0%</b>	<b>-46.7%</b>	<b>-42.9%</b>
Burglary	0	4	1	3	-100.0%	-100.0%	-100.0%	35	23	45	62	52.2%	-22.2%	-43.5%
Theft	14	20	36	15	-30.0%	-61.1%	-6.7%	164	164	364	279	0.0%	-54.9%	-41.2%
Motor Vehicle Theft	2	1	0	1	100.0%	0.0%	100.0%	13	9	7	10	44.4%	85.7%	30.0%
Arson	0	0	0	2	0.0%	0.0%	-100.0%	0	2	5	6	-100.0%	-100.0%	-100.0%
<b>Property Crime</b>	<b>16</b>	<b>25</b>	<b>37</b>	<b>21</b>	<b>-36.0%</b>	<b>-56.8%</b>	<b>-23.8%</b>	<b>212</b>	<b>198</b>	<b>421</b>	<b>357</b>	<b>7.1%</b>	<b>-49.6%</b>	<b>-40.6%</b>
<b>Part One Crime</b>	<b>17</b>	<b>25</b>	<b>38</b>	<b>24</b>	<b>-32.0%</b>	<b>-55.3%</b>	<b>-29.2%</b>	<b>220</b>	<b>218</b>	<b>436</b>	<b>371</b>	<b>0.9%</b>	<b>-49.5%</b>	<b>-40.7%</b>

### Part 2 Offenses

	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>Dec</u> <u>2009</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>Dec</u> <u>2009</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Assault	0	1	0	0	-100.0%	0.0%	0.0%	4	8	0	6	-50.0%	0.0%	-33.3%
Battery	2	1	0	7	100.0%	0.0%	-71.4%	40	32	0	39	25.0%	0.0%	2.6%
Domestic Battery	4	2	0	2	100.0%	0.0%	100.0%	37	62	0	46	-40.3%	0.0%	-19.6%
Criminal Damage	4	3	0	7	33.3%	0.0%	-42.9%	37	35	0	106	5.7%	0.0%	-65.1%
Criminal Trespass	1	1	0	1	0.0%	0.0%	0.0%	15	8	0	6	87.5%	0.0%	150.0%
Disorderly Conduct	3	3	0	2	0.0%	0.0%	50.0%	55	45	0	48	22.2%	0.0%	14.6%



# Arrest Report

December 2019

## Part One Offenses

	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Murder	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Sexual Assault	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Robbery	0	0	0	0.0%	0.0%	0	0	2	0.0%	-100.0%
Assault & Battery	1	0	1	0.0%	0.0%	2	3	6	-33.3%	-66.7%
<b>Violent Crime</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0.0%</b>	<b>0.0%</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>-33.3%</b>	<b>-75.0%</b>
Burglary	0	0	0	0.0%	0.0%	5	2	1	150.0%	400.0%
Theft	2	13	15	-84.6%	-86.7%	42	70	130	-40.0%	-67.7%
Motor Vehicle Theft	0	0	0	0.0%	0.0%	2	0	0	0.0%	0.0%
Arson	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
<b>Property Crime</b>	<b>2</b>	<b>13</b>	<b>15</b>	<b>-84.6%</b>	<b>-86.7%</b>	<b>49</b>	<b>72</b>	<b>131</b>	<b>-31.9%</b>	<b>-62.6%</b>
<b>Part One Crime</b>	<b>3</b>	<b>13</b>	<b>16</b>	<b>-76.9%</b>	<b>-81.3%</b>	<b>51</b>	<b>75</b>	<b>139</b>	<b>-32.0%</b>	<b>-63.3%</b>

## Part Two Offenses

	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Assault	0	1	0	-100.0%	0.0%	0	2	0	-100.0%	0.0%
Battery	0	0	1	0.0%	-100.0%	9	9	15	0.0%	-40.0%
Domestic Battery	4	3	2	33.3%	100.0%	18	32	19	-43.8%	-5.3%
Criminal Damage	0	1	0	-100.0%	0.0%	7	5	6	40.0%	16.7%
Criminal Trespass	0	0	0	0.0%	0.0%	10	2	1	400.0%	900.0%
Disorderly Conduct	0	1	2	-100.0%	-100.0%	23	31	21	-25.8%	9.5%
Alcohol Possession	0	0	0	0.0%	0.0%	2	4	2	-50.0%	0.0%
Alcohol Consumption	0	3	1	-100.0%	-100.0%	7	11	9	-36.4%	-22.2%

# Arrest Report

December 2019

## Drug Related Offenses

	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Cannabis	1	1	0	0.0%	0.0%	1	4	26	-75.0%	-96.2%
Controlled Substance	0	1	0	-100.0%	0.0%	15	7	7	114.3%	114.3%
Hypodermic Syringes	0	0	0	0.0%	0.0%	0	0	1	0.0%	-100.0%
Drug Paraphernalia	0	0	0	0.0%	0.0%	2	1	19	100.0%	-89.5%
Methamphetamine	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%

## Adult / Juvenile

	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Adult	16	27	0	-40.7%	0.0%	208	307	34	-32.2%	511.8%
Juvenile	0	5	0	-100.0%	0.0%	32	48	4	-33.3%	700.0%

## Warrants

	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2014</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Served	2	5	4	-60.0%	-50.0%	46	54	43	-14.8%	7.0%

# Traffic Summary

December 2019

## Accidents

Type of Accident	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Percent</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>Percent</u> <u>Change</u>
Property Damage	48	50	-4.0%	533	566	-5.8%
Personal Injury	7	7	0.0%	65	76	-14.5%
Fatal	0	0	0.0%	1	0	0.0%
<b>Total</b>	<b>55</b>	<b>57</b>	<b>-3.5%</b>	<b>599</b>	<b>642</b>	<b>-6.7%</b>
Fatalities	0	0	0.0%	1	0	0.0%
Hit & Run	5	6	-16.7%	70	88	-20.5%
Private Property	17	17	0.0%	210	216	-2.8%
DUI	1	0	0.0%	6	2	200.0%



# Traffic Summary (continued)

December 2019

## Enforcement

	<u>Dec</u> <u>2019</u>	<u>Dec</u> <u>2018</u>	<u>Percent</u> <u>Change</u>	<u>YTD</u> <u>2019</u>	<u>YTD</u> <u>2018</u>	<u>Percent</u> <u>Change</u>
Traffic Stops	340	452	-24.8%	4335	3994	8.5%
Moving Citation	87	120	-27.5%	1102	1192	-7.6%
Moving Warning	147	167	-12.0%	1806	1620	11.5%
<b>Total Moving</b>	<b>234</b>	<b>287</b>	<b>-18.5%</b>	<b>2908</b>	<b>2812</b>	<b>3.4%</b>
Non-Moving Citation	43	87	-50.6%	724	787	-8.0%
Non-Moving Warning	102	154	-33.8%	1339	1126	18.9%
<b>Total Non-Moving</b>	<b>145</b>	<b>241</b>	<b>-39.8%</b>	<b>2063</b>	<b>1913</b>	<b>7.8%</b>
<b>Total Warning</b>	<b>249</b>	<b>321</b>	<b>-22.4%</b>	<b>3145</b>	<b>2746</b>	<b>14.5%</b>
<b>Total Citations</b>	<b>130</b>	<b>207</b>	<b>-37.2%</b>	<b>1826</b>	<b>1979</b>	<b>-7.7%</b>
<b>Total Enforcement Actions</b>	<b>379</b>	<b>528</b>	<b>-28.2%</b>	<b>4971</b>	<b>4725</b>	<b>5.2%</b>
DUI Arrests	8	8	0.0%	70	81	-13.6%
<b>Category</b>						
Speed	175	190	-7.9%	1937	1816	6.7%
Registration	45	80	-43.8%	628	595	5.5%
Equipment	35	71	-50.7%	569	460	23.7%
Traffic Sign or Signal	23	39	-41.0%	412	464	-11.2%
Distracted Driving	22	30	-26.7%	336	326	3.1%
Insurance	19	32	-40.6%	251	263	-4.6%
Lane Violation	15	28	-46.4%	244	242	0.8%
License	14	23	-39.1%	207	191	8.4%
Accident	6	12	-50.0%	100	68	47.1%
Signal	6	12	-50.0%	98	113	-13.3%
Other	9	5	80.0%	73	59	23.7%
Yield	4	3	33.3%	66	54	22.2%
Seat Belt	4	2	100.0%	29	50	-42.0%
Parking	2	1	100.0%	15	16	-6.3%
Alcohol	0	0	0.0%	3	8	-62.5%
Reckless	0	0	0.0%	3	0	0.0%
<b>Total</b>	<b>379</b>	<b>528</b>	<b>28.2%</b>	<b>4971</b>	<b>4725</b>	<b>5.2%</b>



**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
March 16, 2020**

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

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

General Fund			<b>\$111,578.69</b>
Water Fund			<b>\$340,479.50</b>
Motor Fuel Tax Fund			<b>\$28,978.10</b>
Water Depreciation Fund			
Special Service Area Tax Fund			
E-Citation Fund			
Capital Improvement Fund			
State Drug Forfeiture Fund			<b>\$286.23</b>
Federal Equitable Sharing Fund			<b>\$196.86</b>
DUI Technology Fund			
		<i>Subtotal:</i>	<b><u>\$481,519.38</u></b>
General Fund Payroll	03/12/20	\$	234,298.63
Water Fund Payroll	03/12/20	\$	24,213.00
		<i>Subtotal:</i>	<b><u>\$ 258,511.63</u></b>
<i>Total to be Approved by City Council:</i>			<b><u>\$ 740,031.01</u></b>

*Approvals:*

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

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

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

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

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 3/16/2020 Through 3/16/2020**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BONNIE KUCERA	2020 COY BANQUET- DJ	AP031620	4239	Public Relations	150.00
CAREER BUILDER	2 BACK ROUND CHECKS ( D&B MARKETING-CLEARWAY COMM SOLAR)	AP031620	4219	Liability Insurance	66.00
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION	AP031620	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	PUBLIC WORKS INTERNET	AP031620	4267	Telephone	113.35
CLEAN SLATE INC	JANITORIAL SERVICES- CITY HALL, POLICE DEPT	AP031620	4345	Janitorial Service	1,456.86
DUPAGE COUNTY RECORDER	RECORDING LIEN: TREE REMOVAL/ 7715 BARCLAY RD	AP031620	4221	Legal Notices	12.00
DUPAGE COUNTY RECORDER	RECORDING LIEN: TREE REMOVAL / 7218 SUNRISE AVE	AP031620	4221	Legal Notices	11.00
GERRY KUCERA	2020 COY BANQUET- FLOWERS	AP031620	4239	Public Relations	151.88
GOVTEMPSUSA LLC	VANA- (2-16-20)	AP031620	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA- (2-23-20)	AP031620	4325	Consulting/Professional	3,415.38
HOBBY LOBBY	36 HANGING MUM FOR COY BANQUET	AP031620	4239	Public Relations	419.70
HOBBY LOBBY	36 HANGING MUM FOR COY BANQUET	APVOID031620	4239	Public Relations	(419.70)
IMPACT NETWORKING, LLC	KONICA SERVICE CONTRACT -(2-18 thru 3-17-20)	AP031620	4225	Maintenance - Equipment	166.41
IMPACT NETWORKING, LLC	ANNUAL ORDER OF COPY PAPER	AP031620	4253	Supplies - Office	899.70
LINDA BOROWIAK	2020 CITIZEN OF THE YEAR- HANGING MUMS	AP031620-2	4239	Public Relations	419.70

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 3/16/2020 Through 3/16/2020**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
METRO STRATEGIES	COMMUNICATION SERVICES MONTHLY RETAINER- JAN 2020	AP031620	4330	Contingency	2,000.00
MUNICIPAL WEB SERVICES	WEBSITE MAINTENANCE- FEB 2020	AP031620	4325	Consulting/Professional	550.00
NICOR GAS	NICOR GAS 82541110001 1702 PLAINFIELD RD	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	219.28
NOTARY PUBLIC ASSOCIATION OF I	NOTARY RENEWAL- LISA KLEMM	AP031620	4213	Dues and Subscriptions	54.00
OFFICE DEPOT	JANITORIAL & OFFICE SUPPLIES	AP031620	4253	Supplies - Office	48.95
OFFICE DEPOT	HANGING FOLDERS	AP031620	4253	Supplies - Office	<u>26.39</u>
				Total Administration	13,184.24

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Community Development  
From 3/16/2020 Through 3/16/2020**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DON MORRIS ARCHITECTS P.C.	INSPECTIONS- FEB 2020	AP031620	4325	Consulting/Professional	2,965.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS -FEB 2020	AP031620	4328	Const/Prof Reimbursable	3,573.51
				Total Community Development	6,538.51

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 3/16/2020 Through 3/16/2020**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALTORFER INDUSTRIES INC	CAP-PUSHBUTT FOR 203	AP031620	4229	Maintenance - Vehicles	20.90
BUTTREY RENTAL SERVICES, INC.	RENTAL- BUGGIE/TRACKDRIVER	AP031620	4243	Rent - Equipment	264.50
CARLS SEPTIC SERVICE, INC.	SEPTIC TANK SERVICE AT PUBLIC WORKS	AP031620	4223	Maintenance - Building	125.00
CARLSEN'S ELEVATOR SERVICES	ELEVATOR REPAIR AT POLICE DEPT	AP031620	4223	Maintenance - Building	468.00
CHASE CARD SERVICES	CLOROX WIPES AND DISINFECTANT FOR POLICE DEPT	AP031620	4223	Maintenance - Building	14.79
CHEMUNG SUPPLY	SNOW PLOW BLADE SYSTEM	AP031620	4225	Maintenance - Equipment	2,017.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET AT PUBLIC WORKS	AP031620	4219	Liability Insurance	152.40
DAVID J. FELL	DAVE FELL- CLOTHING (EDDIE BAUER)	AP031620	4269	Uniforms	198.50
DAVID J. FELL	DAVE FELL- CLOTHING (EDDIE BAUER)	AP031620-4	4269	Uniforms	200.00
DAVID J. FELL	DAVE FELL- CLOTHING (EDDIE BAUER)	APVOID031620-2	4269	Uniforms	(198.50)
DUPAGE LAWN AND HOME SERVICES	SHOVELING /SALTING DARIEN COMPLEX 2-26-20	AP031620	4223	Maintenance - Building	120.00
FOX VALLEY FIRE & SAFETY	FIRE SPRINKLER INSPECTION- CITY HALL	AP031620	4223	Maintenance - Building	182.00
FOX VALLEY FIRE & SAFETY	FIRE SPRINKLER INSPECTION- POLICE DEPT	AP031620	4223	Maintenance - Building	182.00
HOMER TREE CARE, INC.	2019-2020 TREE TRIMMING	AP031620	4375	Tree Trim/Removal	63,544.00
IMPACT NETWORKING, LLC	ANNUAL ORDER OF COPY PAPER	AP031620	4253	Supplies - Office	149.95
JUST TIRES	TIRE DISPOSAL	AP031620	4229	Maintenance - Vehicles	67.50

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 3/16/2020 Through 3/16/2020**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JUST TIRES	TIRE DISPOSAL	AP031620	4229	Maintenance - Vehicles	126.00
KAMAN FLUID POWER LLC	REPAIR HOSES	AP031620	4229	Maintenance - Vehicles	99.76
KAMAN FLUID POWER LLC	BRASS ELBOW FOR 206	AP031620	4229	Maintenance - Vehicles	141.84
KRISTOFER THROM	KRIS THROM- CLOTHING/UNIFORM	AP031620	4269	Uniforms	473.93
McMASTER-CARR	DRY ERASE BOARD -DIANE	AP031620	4223	Maintenance - Building	252.48
MID-TOWN ACQUISITION -RELADYNE	WINDSHIELD SOLVENT	AP031620	4229	Maintenance - Vehicles	134.25
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE RD	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	362.92
NORWALK TANK	9 INCH RING	AP031620	4257	Supplies - Other	579.84
OFFICE DEPOT	JANITORIAL & OFFICE SUPPLIES	AP031620	4223	Maintenance - Building	108.86
PIONEER RESEARCH	BLUE FIRE FOR FOUNTAIN	AP031620	4223	Maintenance - Building	648.80
RAGS ELECTRIC	NEW POLE INSTALLATION W/WIRE (Adams / Plainfield)	AP031620	4359	Street Light Oper & Maint.	4,437.80
RAGS ELECTRIC	WIRE REPLACEMENT FOR LIGHT (Darien Club Dr & Irish Ct)	AP031620	4359	Street Light Oper & Maint.	1,844.56
STATE INDUSTRIAL PRODUCTS	MAINTENANCE SUPPLIES	AP031620	4223	Maintenance - Building	857.83
TRI-K INC	MAINTENANCE SUPPLIES	AP031620	4229	Maintenance - Vehicles	798.79
TRIA ARCHITECTURE INC	SALT STORAGE BUILDING	AP031620	4223	Maintenance - Building	1,558.43
US GAS	GAS CYLINDER RENTAL	AP031620	4257	Supplies - Other	50.40
WHOLESALE DIRECT, INC.	LIGHTS & BACK UP ALARM	AP031620	4229	Maintenance - Vehicles	251.02
WILLOWBROOK FORD, INC.	SWITCH ASY FOR SHOP	AP031620	4229	Maintenance - Vehicles	40.05
WL CONSTRUCTION SUPPLY INC	GRINDER WHEELS	AP031620	4225	Maintenance - Equipment	210.00
				Total Public Works, Streets	80,485.60

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 3/16/2020 Through 3/16/2020**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AFTERMATH	CLEAN UP BOOKING AREA	AP031620	4225	Maintenance - Equipment	155.00
BAZOS FREEMAN LLC	ADMIN TOW JUDGE FEE- FEB 2020	AP031620	4219	Liability Insurance	200.00
CHASE CARD SERVICES	SUPPLIES FOR K9 NIKO	AP031620	4217	Investigation and Equipment	262.42
CHASE CARD SERVICES	AMMO BOXES FOR RANGE	AP031620	4217	Investigation and Equipment	23.96
CHASE CARD SERVICES	POLICE DEPT BATTERIES	AP031620	4217	Investigation and Equipment	12.84
CHASE CARD SERVICES	DVDS AND FOLDERS	AP031620	4253	Supplies - Office	82.34
CHASE CARD SERVICES	RETURNED TONER	AP031620	4253	Supplies - Office	(98.79)
CHASE CARD SERVICES	RENTKA CANCELLED COURSE	AP031620	4263	Training and Education	(85.00)
CHASE CARD SERVICES	RENTKA CANCELLED 2ND SCHED COURSE	AP031620	4263	Training and Education	(85.00)
CHASE CARD SERVICES	SGT LISS - ILEAS CONFERENCE	AP031620	4263	Training and Education	100.00
CHASE CARD SERVICES	TRAINING VIDEO	AP031620	4263	Training and Education	100.00
CHASE CARD SERVICES	POLICE DEPT INTERNET	AP031620	4267	Telephone	268.35
CHRISTINE CHARKEWYCZ	PROSECUTION FEES -FEB 2020	AP031620	4219	Liability Insurance	765.00
CURRENT TECHNOLOGIES CORP	VIDEO CAMERA -MILESTONE CARE PLUS RENEWAL	AP031620	4225	Maintenance - Equipment	1,173.46
CWKK CRIME DEX	HELLMANN- CRIME DEX LAW ENFORCEMENT SUBSCRIPTION	AP031620	4213	Dues and Subscriptions	79.00
DJOA	DJOA MEMBERSHIP FEE- SGT NORTON	AP031620	4213	Dues and Subscriptions	20.00
DJOA	IJOA MEMBERSHIP FEES- SGT NORTON	AP031620	4213	Dues and Subscriptions	10.00
GERBER COLLISION AND GLASS	NEW WINDSHIELD FOR D33	AP031620	4229	Maintenance - Vehicles	267.22
IMPACT NETWORKING, LLC	ANNUAL ORDER OF COPY PAPER	AP031620	4253	Supplies - Office	749.75



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 3/16/2020 Through 3/16/2020**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
INLAND ARTS & GRAPHICS	CHIEF CRIME LETTERS PROCESSING/MAILING	AP031620	4233	Postage/Mailings	1,335.88
INLAND ARTS & GRAPHICS	CHIEFS CRIME LETTER PROCESSING	AP031620	4235	Printing and Forms	1,768.96
INLAND ARTS & GRAPHICS	CHIEFS CRIME LETTERS POSTAGE FEES	AP031620-3	4233	Postage/Mailings	1,335.88
INLAND ARTS & GRAPHICS	CHIEFS CRIME LETTER PROCESSING	AP031620-3	4235	Printing and Forms	1,670.24
INLAND ARTS & GRAPHICS	CREDIT FOR VOIDED CHECK 054630- (Remove Tax)	APCREDIT031...	4233	Postage/Mailings	(1,335.88)
INLAND ARTS & GRAPHICS	CREDIT FOR VOIDED CHECK 054630- (Remove Tax)	APCREDIT031...	4235	Printing and Forms	(1,768.96)
LAW ENFORCEMENT TARGETS INC LERMI	TARGETS FOR RANGE ROSE GONZALEZ- LERMIT 2020 TRAINING CONFERENCE	AP031620 AP031620	4217 4263	Investigation and Equipment Training and Education	42.26 30.00
NICOR GAS	NICOR GAS 82800010009 1710 PLAINFIELD RD	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	768.47
NORTHEAST MULTIREGIONAL TRNG	NORTON- JOHN REID COURSE (Interviews & Interrogations)	AP031620	4263	Training and Education	400.00
PEP BOYS	REPAIR FOR D14	AP031620	4229	Maintenance - Vehicles	22.50
PEP BOYS	REPAIR FOR D4	AP031620	4229	Maintenance - Vehicles	22.50
PEP BOYS	REPAIR FOR D2	AP031620	4229	Maintenance - Vehicles	49.99
QUALIFICATION TARGETS	TARGETS FOR RANGE	AP031620	4217	Investigation and Equipment	333.88
RAY O'HERRON CO. INC.	KANO- QUICK LOCK SYSTEM KIT	AP031620	4269	Uniforms	36.99
RAY O'HERRON CO. INC.	NELSON- BP VEST	AP031620	4269	Uniforms	760.06
RAY O'HERRON CO. INC.	KANO- BP VEST	AP031620	4269	Uniforms	759.83
RAY O'HERRON CO. INC.	CSO ESTRADA -PANTS	AP031620	4269	Uniforms	74.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 3/16/2020 Through 3/16/2020**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SPECIAL T UNLIMITED	KANO- ACADEMY UNIFORM	AP031620	4269	Uniforms	210.00
THE NORTHERN TRUST COMPANY	DOCUMENT SEARCH FEE- DA20-00080	AP031620	4217	Investigation and Equipment	34.15
THOMSON REUTERS -	CLEAR LE PLUS	AP031620	4217	Investigation and Equipment	316.19
WILLOWBROOK FORD, INC.	SENSOR KITS FOR SHOP	AP031620	4229	Maintenance - Vehicles	188.16
WILLOWBROOK FORD, INC.	WHEEL ASY D18	AP031620	4229	Maintenance - Vehicles	233.14
WILLOWBROOK FORD, INC.	SENSOR KITS FOR D33	AP031620	4229	Maintenance - Vehicles	62.72
WILLOWBROOK FORD, INC.	MOTOR & PUMP ASY FOR D33	AP031620	4229	Maintenance - Vehicles	18.83
				Total Police Department	11,370.34
				Total General Fund	111,578.69

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 3/16/2020 Through 3/16/2020**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CARLS SEPTIC SERVICE, INC.	SEPTIC TANK SERVICE AT PUBLIC WORKS	AP031620	4223	Maintenance - Building	125.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET AT PUBLIC WORKS	AP031620	4219	Liability Insurance	152.40
CLEAN SLATE INC	JANITORIAL SERVICES- PUBIC WORKS	AP031620	4223	Maintenance - Building	485.62
COM ED	COM ED 0269155053 2101 W 75TH ST DARIEN	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	58.14
COM ED	COM ED 3118112014 -2103 75TH ST PUMP DARIEN	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	616.04
CORE & MAIN	WATER EQUIP SYSTEMS	AP031620	4231	Maintenance - Water System	270.00
CORE & MAIN	RADIOREAD BOXES FOR LEAK DETECTION	AP031620	4815	Equipment	2,517.00
DUPAGE WATER COMMISSION	WATER PURCHASE	AP031620	4340	DuPage Water Commission	325,321.29
DYNEGY ENERGY SERVICES	ENERGY - 18W736 MANNING	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	93.64
DYNEGY ENERGY SERVICES	ENERGY - 1220 PLAINFIELD RD	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,823.81
DYNEGY ENERGY SERVICES	ENERGY - LAKEVIEW & OAKLEY	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	24.51
DYNEGY ENERGY SERVICES	ENERGY -S720 LEMONT RD	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	104.26
DYNEGY ENERGY SERVICES	ENERGY - 87TH /RIDGE	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	55.34
EDEN BROTHERS	CORRELATOR BATTERY REPAIR	AP031620	4225	Maintenance - Equipment	119.68
FedEx	SHIP CORRELATOR TO EDEN BROS	AP031620	4225	Maintenance - Equipment	34.54
FREEWAY FORD-STERLING TRUCK	REPAIRS TO TRUCK 400	AP031620	4225	Maintenance - Equipment	95.53
NICOR GAS	NICOR 12344110007 1897 MANNING	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	116.11
NICOR GAS	NICOR 05002110004 1930 MANNING RD DARIEN	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	181.06

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 3/16/2020 Through 3/16/2020**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	NICOR 23644110001 8600 LEMONT RD	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	188.56
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE RD	AP031620	4271	Utilities (Elec,Gas,Wtr,Sewer)	362.91
STANDARD EQUIPMENT COMPANY	DROP CAMERA MAINTENANCE	AP031620	4225	Maintenance - Equipment	268.92
SUBURBAN LABORATORIES	SOIL SAMPLES	AP031620	4231	Maintenance - Water System	80.00
SUBURBAN LABORATORIES	SOIL SAMPLES	AP031620	4231	Maintenance - Water System	50.00
SUBURBAN LABORATORIES	WATER SAMPLES	AP031620	4241	Quality Control	400.00
TITAN IMAGE GROUP INC	DILLETT- JACKET	AP031620	4269	Uniforms	158.77
TRIA ARCHITECTURE INC	SALT STORAGE BUILDING	AP031620	4223	Maintenance - Building	1,558.43
US GAS	GAS CYLINDER RENTAL	AP031620	4231	Maintenance - Water System	50.40
WILLCO GREEN LLC	WATER REPAIR DUMP FEES	AP031620	4231	Maintenance - Water System	972.00
WILLOWBROOK FORD, INC.	2 BATTERIES FOR 404	AP031620	4225	Maintenance - Equipment	319.90
WILLOWBROOK FORD, INC.	THERMOSTAT FOR 400	AP031620	4225	Maintenance - Equipment	19.14
WILLOWBROOK FORD, INC.	BRAKE LINING/ ROTOR FOR 401	AP031620	4225	Maintenance - Equipment	345.03
WILLOWBROOK FORD, INC.	SCREEN ASY FOR 401	AP031620	4225	Maintenance - Equipment	25.98
WL CONSTRUCTION SUPPLY INC	GRINDER WHEELS	AP031620	4225	Maintenance - Equipment	209.99
XBE CHICAGO	WATER REPAIR SPOILS	AP031620	4231	Maintenance - Water System	2,275.50
				Total Public Works, Water	340,479.50
				Total Water Fund	340,479.50

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 3/16/2020 Through 3/16/2020**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
COMPASS MINERALS AMERICA	ROCK SALT (2-21-20)	AP031620	4249	Salt	23,343.28
COMPASS MINERALS AMERICA	ROCK SALT (2-24-20)	AP031620	4249	Salt	1,729.72
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75TH PLAINFIELD -DARIEN	AP031620	4840	Street Lights	426.27
CONSTELLATION NEW ENERGY, INC.	CASS AVE LITE RT /25 NORTH OF JAMES PETER CT	AP031620	4840	Street Lights	24.16
CONSTELLATION NEW ENERGY, INC.	LITE RT/25 CONTRLLR S FRONTAGE	AP031620	4840	Street Lights	55.01
CONSTELLATION NEW ENERGY, INC.	75TH ST LEGS STR LGT 0 CASS AVE	AP031620	4840	Street Lights	417.46
CONSTELLATION NEW ENERGY, INC.	0 SW COR 75TH ST ADAMS	AP031620	4840	Street Lights	2,031.72
CONSTELLATION NEW ENERGY, INC.	0 2510 ABBEY DRIVE LOT 278	AP031620	4840	Street Lights	950.48
				Total MFT Expenses	28,978.10
				Total Motor Fuel Tax	28,978.10

**CITY OF DARIEN**  
**Expenditure Journal**  
**State Drug Forfeiture Fund**  
**Drug Forfeiture Expenditures**  
**From 3/16/2020 Through 3/16/2020**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WEX BANK	GAS FOR POLICE DEPT	AP031620	4273	Vehicle (Gas and Oil)	286.23
				Total Drug Forfeiture Expenditures	286.23
				Total State Drug Forfeiture Fund	286.23

**CITY OF DARIEN**  
**Expenditure Journal**  
**FESA - Justice - 1**  
**Drug Forfeiture Expenditures**  
**From 3/16/2020 Through 3/16/2020**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
LIFE FITNESS	REPAIR FITNESS EQUIPMENT	AP031620	4213	Dues and Subscriptions	196.86
				Total Drug Forfeiture Expenditures	196.86
				Total FESA - Justice - 1	196.86
Report Total					481,519.38



## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/21	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$2939.98- INCLUDING PAYMENTS RECEIVED	-2,939.98
02/07	SILVER STATE CONSULTIN 8008306181 NV	-65.00
02/07	SILVER STATE CONSULTIN 8008306181 NV	-65.00
02/05	HARBOR FREIGHT TOOLS 543 DOWNERS GROVE IL ED RENTKA TRANSACTIONS THIS CYCLE (CARD 4589) \$146.04- <i>2 COURSES CANCELLED ED RENTKA AMMO BOXES</i>	29.99
02/06	STAPLS7304079245001001 NOVI MI	-96.79
02/07	COMCAST CHICAGO 800-COMCAST IL	288.35
02/17	Amazon.com*012WC2QA9 Amzn.com/bill WA	12.84
02/26	Amazon.com*CW8ET6T79 Amzn.com/bill WA	82.94
02/27	PAYPAL *ILLINOISLAW 402-635-7733 CA	100.00
02/28	IN THE LINE OF DUTY, INC. 314-8908733 MO ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$484.74 <i>RETURNED TONER POLICE DEPT INTERNET BATTERIES FOR POLICE DEPT DVD + FOLDERS CONFERENCE FEE - SGT. LISS TRAINING VIDEO</i>	100.00
02/03	CHICAGO TRIB SUBSCRIPTIO 312-548-7900 TX	7.96
02/22	COMCAST CHICAGO 800-COMCAST IL DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 8065) \$121.91 <i>SUBSCRIPTION PUBLIC WORKS INTERNET</i>	119.95
02/25	WAL-MART #2216 DARIEN IL	14.79
02/28	PETSMART # 0422 DARIEN IL THERESA ESTRADA TRANSACTIONS THIS CYCLE (CARD 8231) \$277.21 <i>CLOROX WIPES / DISINFECTANT SUPPLIES FOR NIKO</i>	282.42

2020 Totals Year-to-Date	
Total fees charged in 2020	\$0.00
Total interest charged in 2020	\$0.00

Year-to-date totals do not reflect any fee or interest refunds you may have received.

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	14.74%(v)(d)	- 0 -	- 0 -
<b>CASH ADVANCES</b>			
Cash Advances	20.74%(v)(d)	- 0 -	- 0 -
<b>BALANCE TRANSFERS</b>			
Balance Transfer	14.74%(v)(d)	- 0 -	- 0 -

29 Days In Billing Period

(v) = Variable Rate  
(d) = Daily Balance Method (including new transactions)  
(a) = Average Daily Balance Method (including new transactions)



**BUSINESS CARD STATEMENT**



Customer Service  
1-800-275-0883



Mobile: Download the  
Chase Mobile® app today

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

New Balance  
**\$717.22**  
Minimum Payment Due  
**\$143.00**  
Payment Due Date  
**03/24/20**

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.  
**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.

**ACCOUNT SUMMARY**

Previous Balance	\$2,886.88
Payment, Credits	-\$3,208.77
Purchases	+\$886.01
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$2.93
<b>New Balance</b>	<b>\$717.22</b>
Opening/Closing Date	02/08/20 - 03/02/20
Credit Limit	\$50,000
Available Credit	\$49,282
Cash Access Line	\$10,000
Available for Cash	\$10,000
<b>Past Due Amount</b>	<b>\$0.00</b>
<b>Balance over the Credit Limit</b>	<b>\$0.00</b>



**CITY OF DARIEN**  
**REVENUE AND EXPENDITURE REPORT SUMMARY**  
**February 29, 2020**

**GENERAL FUND - (01)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,147,532	\$ 14,035,231	\$ 15,234,160
Expenditures	\$ 663,871	\$ 10,596,101	\$ 12,980,915
Audited 5/1/19 Opening Fund Balance:			\$ 4,614,249
Transfer to Capital Fund			\$ (3,800,000)
Current Fund Balance:			\$ 4,253,379

**WATER FUND - (02)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,202,187	\$ 7,705,445	\$ 7,904,895
Expenditures	\$ 454,328	\$ 5,434,966	\$ 7,226,267
Audited 5/1/19 Cash Balance			\$ 2,437,246
Transfer to Water Depreciation Fund			\$ (800,000)
Current Modified Cash Balance:			\$ 3,907,724

**MOTOR FUEL TAX FUND - (03)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 69,426	\$ 666,173	\$ 556,150
Expenditures	\$ 164,677	\$ 511,358	\$ 604,225
Audited 5/1/19 Opening Fund Balance:			\$ 348,341
Current Fund Balance:			\$ 503,157

**WATER DEPRECIATION FUND (12)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2,825	\$ 17,483	\$ 15,000
Expenditures	\$ 1,952	\$ 371,308	\$ 1,507,000
Audited 5/1/19 Cash Balance			\$ 1,761,560
Transfer from Water Fund			\$ 800,000
Current Modified Cash Balance:			\$ 2,207,735

**CAPITAL IMPROVEMENT FUND (25)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 5,573	\$ 285,440	\$ 216,240
Expenditures	\$ 7,514	\$ 5,110,517	\$ 6,124,281
Audited 5/1/19 Opening Fund Balance:			\$ 5,237,255
Transfer from General Fund			\$ 3,800,000
Current Fund Balance:			\$ 4,212,178

	Current Actual Year to Date	Current Budgeted F.Y.E. '20	Prior Year Actual Through Feb 19
Property Tax Collections	\$ 2,446,786	\$ 2,425,535	\$ 2,428,139
Sales Tax Collections	\$ 4,693,266	\$ 5,726,881	\$ 4,766,940
<b>Drug forfeiture Receipts</b>	\$ 196,055	\$ -	\$ 31,591

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**General Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110	0.00	2,248,560.68	2,229,295.00	2,229,295.00	19,265.68	(0.86)%
Road and Bridge Tax	3120	0.00	219,532.35	205,000.00	205,000.00	14,532.35	(7.08)%
Municipal Utility Tax	3130	100,543.41	796,349.88	823,000.00	1,015,000.00	(218,650.12)	21.54%
Amusement Tax	3140	11,333.95	82,552.11	68,600.00	82,000.00	552.11	(0.67)%
Hotel/Motel Tax	3150	4,279.47	60,953.70	58,600.00	68,000.00	(7,046.30)	10.36%
Local Gas Tax	3151	23,978.48	259,540.83	258,332.00	310,000.00	(50,459.17)	16.27%
Food and Beverage Tax	3152	48,823.44	513,698.42	485,000.00	580,000.00	(66,301.58)	11.43%
Personal Property Tax	3425	0.00	6,607.66	5,100.00	6,500.00	107.66	(1.65)%
Total Taxes		188,958.75	4,187,795.63	4,132,927.00	4,495,795.00	(307,999.37)	6.85%
License, Permits, Fees							
Business Licenses	3210	60.00	7,417.50	7,400.00	38,000.00	(30,582.50)	80.48%
Liquor License	3212	75.00	69,325.00	67,000.00	67,000.00	2,325.00	(3.47)%
Contractor Licenses	3214	840.00	13,920.00	15,800.00	18,000.00	(4,080.00)	22.66%
Court Fines	3216	9,284.85	106,734.65	83,000.00	100,000.00	6,734.65	(6.73)%
Towing Fees	3217	3,500.00	49,500.00	46,000.00	55,000.00	(5,500.00)	10.00%
Ordinance Fines	3230	3,165.00	43,295.00	16,500.00	20,000.00	23,295.00	(116.47)%
Building Permits and Fees	3240	6,600.00	138,916.00	34,700.00	35,000.00	103,916.00	(296.90)%
Telecommunication Taxes	3242	38,396.43	384,040.39	436,000.00	520,000.00	(135,959.61)	26.14%
Cable T.V. Franchise Fee	3244	4,676.24	332,100.74	337,800.00	452,800.00	(120,699.26)	26.65%
PEG - Fees - AT&T	3245	0.00	7,319.46	0.00	0.00	7,319.46	0.00%
NICOR Franchise Fee	3246	0.00	31,107.84	25,000.00	25,000.00	6,107.84	(24.43)%
Public Hearing Fees	3250	0.00	4,165.00	3,000.00	3,000.00	1,165.00	(38.83)%
Elevator Inspections	3255	0.00	2,755.00	4,500.00	4,500.00	(1,745.00)	38.77%
Engineering/Prof Fee Reimb	3265	3,629.68	65,201.95	68,000.00	74,000.00	(8,798.05)	11.88%
D.U.I. Technology Fines	3267	(712.00)	0.00	5,900.00	6,500.00	(6,500.00)	100.00%
Police Special Service	3268	0.00	93,051.70	79,597.00	99,597.00	(6,545.30)	6.57%
Stormwater Management Fees	3270	0.00	4,307.00	0.00	0.00	4,307.00	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**General Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total License, Permits, Fees		69,515.20	89,700.00	1,353,157.23	1,230,197.00	1,518,397.00	(165,239.77)	10.88%
Intergovernmental								
State Income Tax	3410	208,236.06	243,000.00	2,011,505.04	1,706,998.00	2,053,998.00	(42,492.96)	2.06%
Local Use Tax	3420	66,491.48	50,000.00	607,680.72	479,000.00	574,236.00	33,444.72	(5.82)%
Sales Taxes	3430	466,279.02	495,000.00	4,693,266.44	4,761,881.00	5,726,881.00	(1,033,614.56)	18.04%
Video Gaming Revenue	3432	19,590.83	12,000.00	188,428.28	117,000.00	140,000.00	48,428.28	(34.59)%
Total Intergovernmental		760,597.39	800,000.00	7,500,880.48	7,064,879.00	8,495,115.00	(994,234.52)	11.70%
Other Revenue								
Interest Income	3510	1,715.63	3,300.00	88,594.72	33,300.00	40,000.00	48,594.72	(121.48)%
Gain/Loss on Investment	3515	21.86	0.00	265.35	0.00	0.00	265.35	0.00%
Water Share Expense	3520	20,833.34	20,833.33	208,333.40	208,333.34	250,000.00	(41,666.60)	16.66%
Police Report/Prints	3534	555.00	415.00	5,377.50	4,170.00	5,000.00	377.50	(7.55)%
Reimbursement-Rear Yard Drain	3541	0.00	0.00	46,386.71	0.00	0.00	46,386.71	0.00%
Grants	3560	935.00	0.00	1,962.19	0.00	0.00	1,962.19	0.00%
Rents	3561	69,773.56	69,000.00	324,744.32	278,853.00	324,853.00	(108.68)	0.03%
Other Reimbursements	3562	4,537.30	3,750.00	88,775.53	37,500.00	45,000.00	43,775.53	(97.27)%
Residential Concrete Reimb	3563	0.00	0.00	27,044.95	0.00	0.00	27,044.95	0.00%
Mail Box Reimbursement Program	3569	381.52	0.00	4,331.01	0.00	0.00	4,331.01	0.00%
Impact Fee Revenue	3570	0.00	0.00	375.00	0.00	0.00	375.00	0.00%
Sales of Wood Chips	3572	0.00	0.00	3,265.00	2,750.00	3,000.00	265.00	(8.83)%
Sale of Equipment	3575	28,775.00	0.00	122,631.00	35,000.00	35,000.00	87,631.00	(250.37)%
Reimbursement - Workers Comp	3577	0.00	0.00	861.03	0.00	0.00	861.03	0.00%
Miscellaneous Revenue	3580	956.56	1,700.00	18,685.98	16,700.00	20,000.00	(1,314.02)	6.57%
Transfer from Water Fund	3610	0.00	0.00	1,030.25	0.00	0.00	1,030.25	0.00%
Transfer from Other Funds	3612	0.00	0.00	50,757.31	0.00	0.00	50,757.31	0.00%
Total Other Revenue		128,484.77	98,998.33	993,421.25	616,606.34	722,853.00	270,568.25	(37.43)%
Total Revenue		1,147,556.11	1,194,932.33	14,035,254.59	13,044,609.34	15,232,160.00	(1,196,905.41)	7.86%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Water Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Charges for Services							
Water Sales	3310 1,198,532.60	15,000.00	7,658,969.71	6,554,495.00	7,865,395.00	(206,425.29)	2.62%
Inspections/Tap on/Permits	3320 0.00	834.00	18,203.00	8,332.00	10,000.00	8,203.00	(82.03)%
Sale of Meters	3325 0.00	84.00	5,375.00	832.00	1,000.00	4,375.00	(437.50)%
Other Water Sales	3390 0.00	1,150.00	71.80	3,500.00	3,500.00	(3,428.20)	97.94%
Total Charges for Services	1,198,532.60	17,068.00	7,682,619.51	6,567,159.00	7,879,895.00	(197,275.49)	2.50%
Other Revenue							
Interest Income	3510 3,654.15	2,084.00	22,825.09	20,832.00	25,000.00	(2,174.91)	8.69%
Total Other Revenue	3,654.15	2,084.00	22,825.09	20,832.00	25,000.00	(2,174.91)	8.70%
Total Revenue	1,202,186.75	19,152.00	7,705,444.60	6,587,991.00	7,904,895.00	(199,450.40)	2.52%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Motor Fuel Tax**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Intergovernmental								
MFT Allotment	3440	68,699.59	46,012.50	660,075.83	460,125.00	552,150.00	107,925.83	(19.54)%
Total Intergovernmental		68,699.59	46,012.50	660,075.83	460,125.00	552,150.00	107,925.83	(19.55)%
Other Revenue								
Interest Income	3510	726.77	334.00	6,097.65	3,332.00	4,000.00	2,097.65	(52.44)%
Total Other Revenue		726.77	334.00	6,097.65	3,332.00	4,000.00	2,097.65	(52.44)%
Total Revenue		69,426.36	46,346.50	666,173.48	463,457.00	556,150.00	110,023.48	(19.78)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Stormwater Management Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 106.19	0.00	708.50	0.00	0.00	708.50	0.00%
Total Other Revenue	106.19	0.00	708.50	0.00	0.00	708.50	0.00%
Total Revenue	106.19	0.00	708.50	0.00	0.00	708.50	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Special Service Area Tax Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	5,072.50	5,000.00	5,000.00	72.50	(1.45)%
Total Taxes		0.00	0.00	5,072.50	5,000.00	5,000.00	72.50	(1.45)%
Other Revenue								
Interest Income	3510	26.10	9.00	155.38	82.00	100.00	55.38	(55.38)%
Total Other Revenue		26.10	9.00	155.38	82.00	100.00	55.38	(55.38)%
Total Revenue		26.10	9.00	5,227.88	5,082.00	5,100.00	127.88	(2.51)%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**State Drug Forfeiture Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period		Current Year	YTD Budget	Total Budget	Total Budget	Percent
	Actual	Budget	Actual			Variance	Total
							Budget
							Remaining
Revenue							
Other Revenue							
Interest Income	3510	18.38	0.00	238.68	0.00	238.68	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	1,621.35	0.00	1,621.35	0.00%
Total Other Revenue		18.38	0.00	1,860.03	0.00	1,860.03	0.00%
Total Revenue		18.38	0.00	1,860.03	0.00	1,860.03	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Water Depreciation Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 2,824.97	1,250.00	17,482.73	12,500.00	15,000.00	2,482.73	(16.55)%
Transfer from Water Fund	3610 0.00	0.00	800,000.00	800,000.00	800,000.00	0.00	0.00%
Total Other Revenue	<u>2,824.97</u>	<u>1,250.00</u>	<u>817,482.73</u>	<u>812,500.00</u>	<u>815,000.00</u>	<u>2,482.73</u>	<u>(0.30)%</u>
Total Revenue	<u>2,824.97</u>	<u>1,250.00</u>	<u>817,482.73</u>	<u>812,500.00</u>	<u>815,000.00</u>	<u>2,482.73</u>	<u>(0.30)%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**FESA - Justice - 1**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Other Revenue								
Interest Income	3510	354.52	0.00	3,848.00	0.00	0.00	3,848.00	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	194,433.35	0.00	0.00	194,433.35	0.00%
Total Other Revenue	<u>354.52</u>	<u>0.00</u>	<u>198,281.35</u>	<u>0.00</u>	<u>0.00</u>	<u>198,281.35</u>	<u>0.00%</u>	
Total Revenue	354.52	0.00	198,281.35	0.00	0.00	198,281.35	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**FESA - Treasury - 2**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 18.30	0.00	236.04	0.00	0.00	236.04	0.00%
Total Other Revenue	18.30	0.00	236.04	0.00	0.00	236.04	0.00%
Total Revenue	18.30	0.00	236.04	0.00	0.00	236.04	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**DUI Technology Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
License, Permits, Fees								
D.U.I. Technology Fines	3267	1,679.94	0.00	14,275.01	0.00	0.00	14,275.01	0.00%
Total License, Permits, Fees	1,679.94	0.00	14,275.01	0.00	0.00	14,275.01	0.00%	
Other Revenue								
Interest Income	3510	25.48	0.00	110.20	0.00	0.00	110.20	0.00%
Total Other Revenue	25.48	0.00	110.20	0.00	0.00	110.20	0.00%	
Total Revenue	1,705.42	0.00	14,385.21	0.00	0.00	14,385.21	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**E-Citation Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510    3.43	0.00	17.00	0.00	0.00	17.00	0.00%
Total Other Revenue	<u>3.43</u>	<u>0.00</u>	<u>17.00</u>	<u>0.00</u>	<u>0.00</u>	<u>17.00</u>	<u>0.00%</u>
Total Revenue	3.43	0.00	17.00	0.00	0.00	17.00	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Capital Improvement Fund**  
**Revenue**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	193,152.98	191,240.00	191,240.00	1,912.98	(1.00)%	
Total Taxes	0.00	0.00	193,152.98	191,240.00	191,240.00	1,912.98	(1.00)%	
Other Revenue								
Interest Income	3510	5,573.31	2,084.00	42,286.68	20,832.00	25,000.00	17,286.68	(69.14)%
Miscellaneous Revenue	3580	0.00	0.00	50,000.00	0.00	0.00	50,000.00	0.00%
Transfer from Other Funds	3612	0.00	0.00	3,800,000.00	3,000,000.00	3,000,000.00	800,000.00	(26.66)%
Total Other Revenue	5,573.31	2,084.00	3,892,286.68	3,020,832.00	3,025,000.00	867,286.68	(28.67)%	
Total Revenue	5,573.31	2,084.00	4,085,439.66	3,212,072.00	3,216,240.00	869,199.66	(27.03)%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 2/1/2020 Through 2/29/2020**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	24,345.76	26,561.84	268,608.65	265,618.32	318,742.00	50,133.35	15.72%
Overtime	4030	0.00	0.00	1,358.36	0.00	0.00	(1,358.36)	0.00%
<b>Total Salaries</b>		<u>24,345.76</u>	<u>26,561.84</u>	<u>269,967.01</u>	<u>265,618.32</u>	<u>318,742.00</u>	<u>48,774.99</u>	<u>15.30%</u>
<b>Benefits</b>								
Social Security	4110	1,406.38	1,826.09	16,091.35	18,260.82	21,913.00	5,821.65	26.56%
Medicare	4111	328.92	385.16	3,763.42	3,851.68	4,622.00	858.58	18.57%
I.M.R.F.	4115	3,128.43	2,396.00	26,974.47	23,959.00	28,751.00	1,776.53	6.17%
Medical/Life Insurance	4120	6,320.29	5,756.67	62,664.20	57,566.66	69,080.00	6,415.80	9.28%
Supplemental Pensions	4135	369.20	400.00	4,061.60	4,000.00	4,800.00	738.40	15.38%
<b>Total Benefits</b>		<u>11,553.22</u>	<u>10,763.92</u>	<u>113,555.04</u>	<u>107,638.16</u>	<u>129,166.00</u>	<u>15,610.96</u>	<u>12.09%</u>
<b>Materials and Supplies</b>								
Dues and Subscriptions	4213	25.96	29.00	437.64	727.00	1,490.00	1,052.36	70.62%
Liability Insurance	4219	0.00	2,501.00	268,838.48	274,998.00	280,000.00	11,161.52	3.98%
Legal Notices	4221	150.00	167.00	1,662.50	1,666.00	2,000.00	337.50	16.87%
Maintenance - Equipment	4225	167.69	201.00	6,889.87	7,698.00	8,100.00	1,210.13	14.93%
Postage/Mailings	4233	835.04	71.50	1,764.19	3,207.00	3,350.00	1,585.81	47.33%
Printing and Forms	4235	660.36	350.00	4,773.36	3,500.00	4,200.00	(573.36)	(13.65)%
Public Relations	4239	616.88	3,688.00	35,521.20	26,840.00	39,171.00	3,649.80	9.31%
Rent - Equipment	4243	0.00	0.00	750.00	1,514.25	2,019.00	1,269.00	62.85%
Supplies - Office	4253	753.84	667.00	3,942.38	6,666.00	8,000.00	4,057.62	50.72%
Supplies - Other	4257	0.00	42.00	384.91	416.00	500.00	115.09	23.01%
Training and Education	4263	0.00	125.00	0.00	1,250.00	1,500.00	1,500.00	100.00%
Travel/Meetings	4265	0.00	46.00	110.55	458.00	550.00	439.45	79.90%
Telephone	4267	2,660.50	4,019.00	25,466.31	40,162.00	48,200.00	22,733.69	47.16%
Utilities (Elec,Gas,Wtr,Sewer)	4271	397.73	209.00	1,758.66	2,082.00	2,500.00	741.34	29.65%
Vehicle (Gas and Oil)	4273	213.37	54.00	376.03	540.00	650.00	273.97	42.14%
<b>Total Materials and Supplies</b>		<u>6,481.37</u>	<u>12,169.50</u>	<u>352,676.08</u>	<u>371,724.25</u>	<u>402,230.00</u>	<u>49,553.92</u>	<u>12.32%</u>
<b>Contractual</b>								
Audit	4320	0.00	0.00	15,537.00	13,200.00	13,200.00	(2,337.00)	(17.70)%
Consulting/Professional	4325	23,369.25	44,508.25	241,747.91	451,558.50	541,575.00	299,827.09	55.36%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Contingency	4330 4,200.00	834.00	4,650.00	8,332.00	10,000.00	5,350.00	53.50%
Janitorial Service	4345 1,456.86	1,668.00	13,149.48	17,164.00	20,500.00	7,350.52	35.85%
Total Contractual	29,026.11	47,010.25	275,084.39	490,254.50	585,275.00	310,190.61	53.00%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	3,800,000.00	0.00	0.00	(3,800,000.00)	0.00%
Total Other Charges	0.00	0.00	3,800,000.00	0.00	0.00	(3,800,000.00)	0.00%
Capital Outlay							
Equipment	4815 0.00	417.00	260.74	4,166.00	5,000.00	4,739.26	94.78%
Total Capital Outlay	0.00	417.00	260.74	4,166.00	5,000.00	4,739.26	94.79%
Total Expenditures	71,406.46	96,922.51	4,811,543.26	1,239,401.23	1,440,413.00	(3,371,130.26)	(234.04)%
Total	(71,406.46)	(96,922.51)	(4,811,543.26)	(1,239,401.23)	(1,440,413.00)	3,371,130.26	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**City Council**  
**From 2/1/2020 Through 2/29/2020**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	35,625.00	35,625.00	42,750.00	7,125.00	16.66%
Total Salaries		<u>3,562.50</u>	<u>3,562.50</u>	<u>35,625.00</u>	<u>35,625.00</u>	<u>42,750.00</u>	<u>7,125.00</u>	<u>16.67%</u>
Benefits								
Social Security	4110	220.87	220.88	2,208.75	2,208.80	2,651.00	442.25	16.68%
Medicare	4111	51.67	51.67	516.71	516.70	620.00	103.29	16.65%
Total Benefits		<u>272.54</u>	<u>272.55</u>	<u>2,725.46</u>	<u>2,725.50</u>	<u>3,271.00</u>	<u>545.54</u>	<u>16.68%</u>
Materials and Supplies								
Boards and Commissions	4205	0.00	84.00	780.75	2,332.00	2,500.00	1,719.25	68.77%
Cable Operations	4206	0.00	500.00	2,700.00	5,000.00	6,000.00	3,300.00	55.00%
Dues and Subscriptions	4213	0.00	1,000.00	12,693.87	2,850.00	2,850.00	(9,843.87)	(345.39)%
Public Relations	4239	0.00	834.00	4,500.00	8,832.00	10,500.00	6,000.00	57.14%
Training and Education	4263	0.00	84.00	150.00	832.00	1,000.00	850.00	85.00%
Travel/Meetings	4265	0.00	0.00	0.00	50.00	50.00	50.00	100.00%
Total Materials and Supplies		<u>0.00</u>	<u>2,502.00</u>	<u>20,824.62</u>	<u>19,896.00</u>	<u>22,900.00</u>	<u>2,075.38</u>	<u>9.06%</u>
Contractual								
Consulting/Professional	4325	0.00	0.00	5,855.33	4,000.00	5,000.00	(855.33)	(17.10)%
Trolley Contracts	4366	112.50	0.00	232.50	600.00	600.00	367.50	61.25%
Total Contractual		<u>112.50</u>	<u>0.00</u>	<u>6,087.83</u>	<u>4,600.00</u>	<u>5,600.00</u>	<u>(487.83)</u>	<u>(8.71)%</u>
Total Expenditures		<u>3,947.54</u>	<u>6,337.05</u>	<u>65,262.91</u>	<u>62,846.50</u>	<u>74,521.00</u>	<u>9,258.09</u>	<u>12.42%</u>
Total		(3,947.54)	(6,337.05)	(65,262.91)	(62,846.50)	(74,521.00)	(9,258.09)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Community Development**  
**From 2/1/2020 Through 2/29/2020**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	22,676.55	25,766.00	242,046.47	257,660.00	309,192.00	67,145.53	21.71%
Overtime	4030	0.00	42.00	1,669.65	416.00	500.00	(1,169.65)	(233.93)%
<b>Total Salaries</b>		<u>22,676.55</u>	<u>25,808.00</u>	<u>243,716.12</u>	<u>258,076.00</u>	<u>309,692.00</u>	<u>65,975.88</u>	<u>21.30%</u>
<b>Benefits</b>								
Social Security	4110	1,358.46	1,606.41	14,355.26	16,064.18	19,277.00	4,921.74	25.53%
Medicare	4111	317.72	374.00	3,538.54	3,735.00	4,483.00	944.46	21.06%
I.M.R.F.	4115	2,871.45	3,077.58	24,351.01	30,775.80	36,931.00	12,579.99	34.06%
Medical/Life Insurance	4120	2,845.98	4,113.50	27,036.81	41,135.00	49,362.00	22,325.19	45.22%
Supplemental Pensions	4135	184.60	200.00	1,984.65	2,000.00	2,400.00	415.35	17.30%
<b>Total Benefits</b>		<u>7,578.21</u>	<u>9,371.49</u>	<u>71,266.27</u>	<u>93,709.98</u>	<u>112,453.00</u>	<u>41,186.73</u>	<u>36.63%</u>
<b>Materials and Supplies</b>								
Boards and Commissions	4205	940.00	0.00	1,770.00	800.00	1,200.00	(570.00)	(47.50)%
Dues and Subscriptions	4213	0.00	0.00	0.00	500.00	500.00	500.00	100.00%
Liability Insurance	4219	0.00	1,917.00	25,549.44	19,166.00	23,000.00	(2,549.44)	(11.08)%
Maintenance - Vehicles	4229	0.00	42.00	0.00	416.00	500.00	500.00	100.00%
Printing and Forms	4235	8.60	117.00	1,769.92	1,246.50	1,565.00	(204.92)	(13.09)%
Economic Development	4240	0.00	0.00	351,494.37	338,000.00	338,000.00	(13,494.37)	(3.99)%
Supplies - Office	4253	0.00	75.00	805.60	750.00	900.00	94.40	10.48%
Training and Education	4263	0.00	0.00	0.00	600.00	600.00	600.00	100.00%
Travel/Meetings	4265	0.00	0.00	0.00	200.00	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	262.24	112.50	1,022.85	1,125.00	1,350.00	327.15	24.23%
<b>Total Materials and Supplies</b>		<u>1,210.84</u>	<u>2,263.50</u>	<u>382,412.18</u>	<u>362,803.50</u>	<u>367,815.00</u>	<u>(14,597.18)</u>	<u>(3.97)%</u>
<b>Contractual</b>								
Consulting/Professional	4325	5,065.00	3,017.00	48,937.00	31,606.00	37,640.00	(11,297.00)	(30.01)%
Const/Prof Reimbursable	4328	6,275.00	5,167.00	75,808.31	57,666.00	68,000.00	(7,808.31)	(11.48)%
<b>Total Contractual</b>		<u>11,340.00</u>	<u>8,184.00</u>	<u>124,745.31</u>	<u>89,272.00</u>	<u>105,640.00</u>	<u>(19,105.31)</u>	<u>(18.09)%</u>
<b>Total Expenditures</b>		<u>42,805.60</u>	<u>45,626.99</u>	<u>822,139.88</u>	<u>803,861.48</u>	<u>895,600.00</u>	<u>73,460.12</u>	<u>8.20%</u>
<b>Total</b>		<u>(42,805.60)</u>	<u>(45,626.99)</u>	<u>(822,139.88)</u>	<u>(803,861.48)</u>	<u>(895,600.00)</u>	<u>(73,460.12)</u>	<u>0.00%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 2/1/2020 Through 2/29/2020**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	49,542.75	55,035.00	573,432.16	550,345.00	660,415.00	86,982.84	13.17%
Overtime	4030	2,939.25	6,500.00	48,815.31	65,000.00	78,000.00	29,184.69	37.41%
<b>Total Salaries</b>		<b>52,482.00</b>	<b>61,535.00</b>	<b>622,247.47</b>	<b>615,345.00</b>	<b>738,415.00</b>	<b>116,167.53</b>	<b>15.73%</b>
<b>Benefits</b>								
Social Security	4110	3,026.70	3,918.00	38,035.62	39,180.00	47,018.00	8,982.38	19.10%
Medicare	4111	707.84	745.00	8,901.62	7,442.00	8,932.00	30.38	0.34%
I.M.R.F.	4115	10,869.50	7,339.00	52,556.45	73,381.00	88,059.00	35,502.55	40.31%
Medical/Life Insurance	4120	11,398.04	10,430.00	113,968.00	104,300.00	125,161.00	11,193.00	8.94%
Supplemental Pensions	4135	184.60	200.00	2,030.80	2,000.00	2,400.00	369.20	15.38%
<b>Total Benefits</b>		<b>26,186.68</b>	<b>22,632.00</b>	<b>215,492.49</b>	<b>226,303.00</b>	<b>271,570.00</b>	<b>56,077.51</b>	<b>20.65%</b>
<b>Materials and Supplies</b>								
Liability Insurance	4219	983.31	1,715.50	15,582.82	17,029.00	23,029.00	7,446.18	32.33%
Maintenance - Building	4223	4,404.56	5,620.50	129,394.53	234,954.00	246,197.00	116,802.47	47.44%
Maintenance - Equipment	4225	1,114.14	3,261.00	26,829.33	39,728.00	46,250.00	19,420.67	41.99%
Maintenance - Vehicles	4229	3,263.01	5,000.00	52,899.69	50,000.00	60,000.00	7,100.31	11.83%
Postage/Mailings	4233	16.65	84.00	341.65	832.00	1,000.00	658.35	65.83%
Rent - Equipment	4243	0.00	1,976.00	13,640.27	19,748.00	23,700.00	10,059.73	42.44%
Supplies - Office	4253	238.14	221.75	1,042.93	4,457.50	4,903.00	3,860.07	78.72%
Supplies - Other	4257	8,558.37	4,715.75	49,554.44	90,733.50	100,165.00	50,610.56	50.52%
Small Tools & Equipment	4259	0.00	317.00	11,428.95	24,666.00	25,300.00	13,871.05	54.82%
Training and Education	4263	40.00	242.50	1,034.08	3,113.00	3,600.00	2,565.92	71.27%
Uniforms	4269	464.95	0.00	2,508.48	6,446.00	6,446.00	3,937.52	61.08%
Utilities (Elec,Gas,Wtr,Sewer)	4271	56.09	534.00	6,569.93	5,332.00	6,400.00	(169.93)	(2.65)%
Vehicle (Gas and Oil)	4273	9,490.64	5,025.00	44,917.34	50,250.00	60,300.00	15,382.66	25.51%
<b>Total Materials and Supplies</b>		<b>28,629.86</b>	<b>28,713.00</b>	<b>355,744.44</b>	<b>547,289.00</b>	<b>607,290.00</b>	<b>251,545.56</b>	<b>41.42%</b>
<b>Contractual</b>								
Consulting/Professional	4325	0.00	585.00	7,788.85	9,580.00	10,750.00	2,961.15	27.54%
Forestry	4350	3,374.57	0.00	59,489.32	72,711.00	72,711.00	13,221.68	18.18%
Street Light Oper & Maint.	4359	(26,391.13)	2,917.00	5,238.62	37,166.00	43,000.00	37,761.38	87.81%
Mosquito Abatement	4365	0.00	0.00	40,887.00	41,700.00	41,700.00	813.00	1.94%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373 0.00	0.00	24,797.50	37,975.00	37,975.00	13,177.50	34.70%
Drainage Projects	4374 0.00	0.00	165,357.62	107,000.00	107,000.00	(58,357.62)	(54.53)%
Tree Trim/Removal	4375 0.00	0.00	37,562.44	221,715.00	221,715.00	184,152.56	83.05%
Total Contractual	(23,016.56)	3,502.00	341,121.35	527,847.00	534,851.00	193,729.65	36.22%
Capital Outlay							
Residential Concrete Program	4381 0.00	0.00	25,794.95	0.00	0.00	(25,794.95)	0.00%
Equipment	4815 0.00	0.00	393,337.47	541,750.00	541,750.00	148,412.53	27.39%
Total Capital Outlay	0.00	0.00	419,132.42	541,750.00	541,750.00	122,617.58	22.63%
Total Expenditures	84,281.98	116,382.00	1,953,738.17	2,458,534.00	2,693,876.00	740,137.83	27.47%
Total	(84,281.98)	(116,382.00)	(1,953,738.17)	(2,458,534.00)	(2,693,876.00)	(740,137.83)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 2/1/2020 Through 2/29/2020**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	35,313.61	34,873.75	353,001.28	364,848.50	436,846.00	83,844.72	19.19%
Salaries - Officers	4020	281,518.28	295,602.50	2,985,215.94	3,121,938.50	3,736,296.00	751,080.06	20.10%
Overtime	4030	30,456.13	41,575.00	425,610.46	436,733.00	519,883.00	94,272.54	18.13%
<b>Total Salaries</b>		<b>347,288.02</b>	<b>372,051.25</b>	<b>3,763,827.68</b>	<b>3,923,520.00</b>	<b>4,693,025.00</b>	<b>929,197.32</b>	<b>19.80%</b>
<b>Benefits</b>								
Social Security	4110	2,207.05	2,257.00	23,406.68	22,570.00	27,084.00	3,677.32	13.57%
Medicare	4111	4,673.26	5,670.50	51,898.19	56,705.00	68,046.00	16,147.81	23.73%
I.M.R.F.	4115	4,240.42	2,997.00	34,091.84	29,970.00	35,964.00	1,872.16	5.20%
Medical/Life Insurance	4120	41,026.44	35,474.00	372,956.41	354,733.00	425,681.00	52,724.59	12.38%
Police Pension	4130	0.00	142,862.50	1,728,464.69	1,428,625.00	1,714,350.00	(14,114.69)	(0.82)%
Supplemental Pensions	4135	3,415.10	3,700.00	36,600.45	37,000.00	44,400.00	7,799.55	17.56%
<b>Total Benefits</b>		<b>55,562.27</b>	<b>192,961.00</b>	<b>2,247,418.26</b>	<b>1,929,603.00</b>	<b>2,315,525.00</b>	<b>68,106.74</b>	<b>2.94%</b>
<b>Materials and Supplies</b>								
Animal Control	4201	0.00	125.00	630.00	1,250.00	1,500.00	870.00	58.00%
Auxiliary Police	4203	247.99	335.00	247.99	3,330.00	4,000.00	3,752.01	93.80%
Boards and Commissions	4205	1,819.84	1,026.00	17,089.98	10,248.00	12,300.00	(4,789.98)	(38.94)%
Dues and Subscriptions	4213	246.00	263.00	1,423.00	2,622.00	3,150.00	1,727.00	54.82%
Investigation and Equipment	4217	1,674.66	3,483.00	17,463.30	36,014.00	42,980.00	25,516.70	59.36%
Liability Insurance	4219	3,372.25	5,236.00	44,752.85	54,948.00	65,520.00	20,767.15	31.69%
Maintenance - Equipment	4225	1,077.72	1,031.00	9,468.83	15,143.00	17,205.00	7,736.17	44.96%
Maintenance - Vehicles	4229	5,821.56	2,468.00	27,356.16	24,664.00	29,600.00	2,243.84	7.58%
Postage/Mailings	4233	368.40	359.00	1,157.48	3,582.00	4,300.00	3,142.52	73.08%
Printing and Forms	4235	0.00	125.00	3,674.36	1,250.00	1,500.00	(2,174.36)	(144.95)%
Public Relations	4239	0.00	292.00	2,960.99	2,916.00	3,500.00	539.01	15.40%
Rent - Equipment	4243	0.00	550.00	1,100.00	5,000.00	5,500.00	4,400.00	80.00%
Supplies - Office	4253	903.19	542.00	4,819.39	5,416.00	6,500.00	1,680.61	25.85%
Training and Education	4263	2,169.00	2,737.50	15,381.15	27,375.00	32,850.00	17,468.85	53.17%
Travel/Meetings	4265	78.45	1,440.00	3,028.45	11,368.00	13,250.00	10,221.55	77.14%
Telephone	4267	1,023.06	1,168.00	9,770.52	11,664.00	14,000.00	4,229.48	30.21%
Uniforms	4269	3,157.86	1,135.00	48,450.64	52,830.00	55,100.00	6,649.36	12.06%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271 896.53	626.00	5,219.45	6,248.00	7,500.00	2,280.55	30.40%
Vehicle (Gas and Oil)	4273 11,569.02	6,250.00	52,048.47	62,500.00	75,000.00	22,951.53	30.60%
Total Materials and Supplies	34,425.53	29,191.50	266,043.01	338,368.00	395,255.00	129,211.99	32.69%
Contractual							
Consulting/Professional	4325 24,153.41	0.00	440,947.81	448,500.00	448,500.00	7,552.19	1.68%
Dumeg/Fiat/Child Center	4337 0.00	0.00	25,180.00	24,700.00	24,700.00	(480.00)	(1.94)%
Total Contractual	24,153.41	0.00	466,127.81	473,200.00	473,200.00	7,072.19	1.49%
Total Expenditures	461,429.23	594,203.75	6,743,416.76	6,664,691.00	7,877,005.00	1,133,588.24	14.39%
Total	(461,429.23)	(594,203.75)	(6,743,416.76)	(6,664,691.00)	(7,877,005.00)	(1,133,588.24)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**SSA Expenditures**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325	0.00	1,500.00	0.00	0.00	(1,500.00)	0.00%
Total Contractual	0.00	0.00	1,500.00	0.00	0.00	(1,500.00)	0.00%
Total Expenditures	0.00	0.00	1,500.00	0.00	0.00	(1,500.00)	0.00%
Total	0.00	0.00	(1,500.00)	0.00	0.00	1,500.00	0.00%



**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 2/1/2020 Through 2/29/2020**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	32,199.22	39,434.00	377,258.69	394,340.00	473,210.00	95,951.31	20.27%
Overtime	4030	7,705.15	7,500.00	76,762.81	75,000.00	90,000.00	13,237.19	14.70%
<b>Total Salaries</b>		<u>39,904.37</u>	<u>46,934.00</u>	<u>454,021.50</u>	<u>469,340.00</u>	<u>563,210.00</u>	<u>109,188.50</u>	<u>19.39%</u>
<b>Benefits</b>								
Social Security	4110	2,340.13	3,231.00	27,175.62	32,309.00	38,771.00	11,595.38	29.90%
Medicare	4111	547.32	756.00	6,403.87	7,555.00	9,067.00	2,663.13	29.37%
I.M.R.F.	4115	6,546.21	5,382.00	53,858.27	53,820.00	64,586.00	10,727.73	16.60%
Medical/Life Insurance	4120	8,068.32	8,951.00	87,798.20	89,502.00	107,404.00	19,605.80	18.25%
Supplemental Pensions	4135	184.60	200.00	2,030.80	2,000.00	2,400.00	369.20	15.38%
<b>Total Benefits</b>		<u>17,686.58</u>	<u>18,520.00</u>	<u>177,266.76</u>	<u>185,186.00</u>	<u>222,228.00</u>	<u>44,961.24</u>	<u>20.23%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	803.62	16,799.00	166,238.15	170,918.00	204,520.00	38,281.85	18.71%
Maintenance - Building	4223	2,929.44	1,984.15	25,657.48	41,622.75	45,591.00	19,933.52	43.72%
Maintenance - Equipment	4225	1,109.96	1,389.00	14,363.01	13,870.00	16,650.00	2,286.99	13.73%
Maintenance - Water System	4231	8,527.60	15,604.00	127,914.81	177,742.00	208,950.00	81,035.19	38.78%
Postage/Mailings	4233	0.00	117.00	5.00	1,166.00	1,400.00	1,395.00	99.64%
Quality Control	4241	730.00	905.00	6,710.70	9,038.00	10,850.00	4,139.30	38.15%
Service Charge	4251	20,833.34	20,834.00	208,333.40	208,332.00	250,000.00	41,666.60	16.66%
Supplies - Operation	4255	0.00	251.00	4,407.37	2,498.00	3,000.00	(1,407.37)	(46.91)%
Training and Education	4263	230.00	55.00	1,439.00	2,790.00	2,900.00	1,461.00	50.37%
Telephone	4267	548.46	918.00	5,348.48	9,164.00	11,000.00	5,651.52	51.37%
Uniforms	4269	0.00	0.00	2,546.20	3,825.01	3,825.01	1,278.81	33.43%
Utilities (Elec,Gas,Wtr,Sewer)	4271	5,106.79	4,292.00	29,281.18	42,916.00	51,500.00	22,218.82	43.14%
Vehicle (Gas and Oil)	4273	2,530.92	1,331.25	12,771.03	13,312.50	15,975.00	3,203.97	20.05%
<b>Total Materials and Supplies</b>		<u>43,350.13</u>	<u>64,479.40</u>	<u>605,015.81</u>	<u>697,194.26</u>	<u>826,161.01</u>	<u>221,145.20</u>	<u>26.77%</u>
<b>Contractual</b>								
Audit	4320	0.00	0.00	11,513.00	11,513.00	11,513.00	0.00	0.00%
Consulting/Professional	4325	0.00	1,246.00	5,006.15	12,456.00	14,950.00	9,943.85	66.51%
Leak Detection	4326	0.00	1,801.00	12,844.32	17,998.00	21,600.00	8,755.68	40.53%
Data Processing	4336	0.00	12,709.00	106,766.77	127,082.00	152,500.00	45,733.23	29.98%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
DuPage Water Commission	4340 343,292.81	390,207.00	3,335,247.72	3,902,066.00	4,682,480.00	1,347,232.28	28.77%
Total Contractual	343,292.81	405,963.00	3,471,377.96	4,071,115.00	4,883,043.00	1,411,665.04	28.91%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	801,030.25	0.00	0.00	(801,030.25)	0.00%
Total Other Charges	0.00	0.00	801,030.25	0.00	0.00	(801,030.25)	0.00%
Capital Outlay							
Equipment	4815 (8,470.00)	417.00	420.00	15,416.00	16,250.00	15,830.00	97.41%
Water Meter Purchases	4880 18,563.79	2,250.00	38,555.57	22,500.00	27,000.00	(11,555.57)	(42.79)%
Total Capital Outlay	10,093.79	2,667.00	38,975.57	37,916.00	43,250.00	4,274.43	9.88%
Debt Service							
Debt Retire-Water Refunding	4950 0.00	0.00	687,278.00	688,375.00	688,375.00	1,097.00	0.15%
Total Debt Service	0.00	0.00	687,278.00	688,375.00	688,375.00	1,097.00	0.16%
Total Expenditures	454,327.68	538,563.40	6,234,965.85	6,149,126.26	7,226,267.01	991,301.16	13.72%
Total	(454,327.68)	(538,563.40)	(6,234,965.85)	(6,149,126.26)	(7,226,267.01)	(991,301.16)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 2/1/2020 Through 2/29/2020**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	16,271.32	20,417.00	176,855.59	204,166.00	245,000.00	68,144.41	27.81%
Overtime	4030	14,139.65	0.00	60,625.40	0.00	0.00	(60,625.40)	0.00%
Total Salaries		<u>30,410.97</u>	<u>20,417.00</u>	<u>237,480.99</u>	<u>204,166.00</u>	<u>245,000.00</u>	<u>7,519.01</u>	<u>3.07%</u>
Benefits								
Social Security	4110	1,885.48	1,266.00	14,723.84	12,658.00	15,190.00	466.16	3.06%
Medicare	4111	440.96	296.00	3,443.48	2,960.00	3,553.00	109.52	3.08%
I.M.R.F.	4115	(1,636.25)	2,768.50	23,999.04	27,685.00	33,222.00	9,222.96	27.76%
Total Benefits		<u>690.19</u>	<u>4,330.50</u>	<u>42,166.36</u>	<u>43,303.00</u>	<u>51,965.00</u>	<u>9,798.64</u>	<u>18.86%</u>
Materials and Supplies								
Road Material	4245	0.00	3,175.00	11,803.72	31,750.00	38,100.00	26,296.28	69.01%
Salt	4249	106,055.23	44,040.00	148,705.80	88,080.00	176,160.00	27,454.20	15.58%
Supplies - Other	4257	0.00	0.00	21,430.68	14,800.00	18,500.00	(2,930.68)	(15.84)%
Pavement Striping	4261	0.00	0.00	17,249.83	34,500.00	34,500.00	17,250.17	50.00%
Total Materials and Supplies		<u>106,055.23</u>	<u>47,215.00</u>	<u>199,190.03</u>	<u>169,130.00</u>	<u>267,260.00</u>	<u>68,069.97</u>	<u>25.47%</u>
Contractual								
Consulting/Professional	4325	0.00	2,500.00	5,000.00	5,000.00	5,000.00	0.00	0.00%
Total Contractual		<u>0.00</u>	<u>2,500.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>0.00</u>	<u>0.00%</u>
Capital Outlay								
Street Lights	4840	27,520.38	0.00	27,520.38	35,000.00	35,000.00	7,479.62	21.37%
Total Capital Outlay		<u>27,520.38</u>	<u>0.00</u>	<u>27,520.38</u>	<u>35,000.00</u>	<u>35,000.00</u>	<u>7,479.62</u>	<u>21.37%</u>
Total Expenditures		<u>164,676.77</u>	<u>74,462.50</u>	<u>511,357.76</u>	<u>456,599.00</u>	<u>604,225.00</u>	<u>92,867.24</u>	<u>15.37%</u>
Total		<u>(164,676.77)</u>	<u>(74,462.50)</u>	<u>(511,357.76)</u>	<u>(456,599.00)</u>	<u>(604,225.00)</u>	<u>(92,867.24)</u>	<u>0.00%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Maintenance - Equipment	4225 0.00	125.00	0.00	1,250.00	1,500.00	1,500.00	100.00%
Total Materials and Supplies	0.00	125.00	0.00	1,250.00	1,500.00	1,500.00	100.00%
Contractual							
Consulting/Professional	4325 0.00	2,500.00	0.00	5,000.00	5,000.00	5,000.00	100.00%
Contingency	4330 0.00	125.00	0.00	1,250.00	1,500.00	1,500.00	100.00%
Total Contractual	0.00	2,625.00	0.00	6,250.00	6,500.00	6,500.00	100.00%
Total Expenditures	0.00	2,750.00	0.00	7,500.00	8,000.00	8,000.00	100.00%
Total	0.00	(2,750.00)	0.00	(7,500.00)	(8,000.00)	(8,000.00)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**State Drug Forfeiture Fund**  
**Drug Forfeiture Expenditures**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Vehicle (Gas and Oil)	4273      280.92	0.00	1,712.54	0.00	0.00	(1,712.54)	0.00%
Total Materials and Supplies	280.92	0.00	1,712.54	0.00	0.00	(1,712.54)	0.00%
Total Expenditures	280.92	0.00	1,712.54	0.00	0.00	(1,712.54)	0.00%
Total	(280.92)	0.00	(1,712.54)	0.00	0.00	1,712.54	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Other Charges							
Transfer to Other Funds	4605      0.00	0.00	50,757.31	0.00	0.00	(50,757.31)	0.00%
Total Other Charges	0.00	0.00	50,757.31	0.00	0.00	(50,757.31)	0.00%
Capital Outlay							
Capital Improv-Infrastructure	4390      0.00	0.00	256,694.40	1,440,000.00	1,440,000.00	1,183,305.60	82.17%
Equipment	4815      1,952.40	0.00	63,856.40	67,000.00	67,000.00	3,143.60	4.69%
Total Capital Outlay	1,952.40	0.00	320,550.80	1,507,000.00	1,507,000.00	1,186,449.20	78.73%
Total Expenditures	1,952.40	0.00	371,308.11	1,507,000.00	1,507,000.00	1,135,691.89	75.36%
Total	(1,952.40)	0.00	(371,308.11)	(1,507,000.00)	(1,507,000.00)	(1,135,691.89)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**FESA - Justice - 1**  
**Drug Forfeiture Expenditures**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Dues and Subscriptions	4213 2,000.00	0.00	23,688.09	0.00	0.00	(23,688.09)	0.00%
Total Materials and Supplies	2,000.00	0.00	23,688.09	0.00	0.00	(23,688.09)	0.00%
Total Expenditures	2,000.00	0.00	23,688.09	0.00	0.00	(23,688.09)	0.00%
Total	(2,000.00)	0.00	(23,688.09)	0.00	0.00	23,688.09	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 2/1/2020 Through 2/29/2020**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325 7,513.93	0.00	55,721.13	51,500.00	51,500.00	(4,221.13)	(8.19)%
Total Contractual	7,513.93	0.00	55,721.13	51,500.00	51,500.00	(4,221.13)	(8.20)%
Capital Outlay							
Ditch Projects	4376 0.00	0.00	2,689,797.48	3,486,000.00	3,486,000.00	796,202.52	22.84%
Sidewalk Replacement Program	4380 0.00	0.00	158,435.80	154,675.00	154,675.00	(3,760.80)	(2.43)%
Crack Seal Program	4382 0.00	0.00	138,274.40	163,286.00	163,286.00	25,011.60	15.31%
Curb & Gutter Replacement Prog	4383 0.00	0.00	408,673.38	441,893.00	441,893.00	33,219.62	7.51%
Economic Incentive	4400 0.00	0.00	145,461.52	0.00	0.00	(145,461.52)	0.00%
Street Reconstruction/Rehab	4855 0.00	0.00	1,321,862.83	1,632,500.00	1,632,500.00	310,637.17	19.02%
Total Capital Outlay	0.00	0.00	4,862,505.41	5,878,354.00	5,878,354.00	1,015,848.59	17.28%
Debt Service							
Debt Retire - Property	4945 0.00	0.00	192,290.00	194,427.00	194,427.00	2,137.00	1.09%
Total Debt Service	0.00	0.00	192,290.00	194,427.00	194,427.00	2,137.00	1.10%
Total Expenditures	7,513.93	0.00	5,110,516.54	6,124,281.00	6,124,281.00	1,013,764.46	16.55%
Total	(7,513.93)	0.00	(5,110,516.54)	(6,124,281.00)	(6,124,281.00)	(1,013,764.46)	0.00%



**CITY OF DARIEN -- CASH RESERVES**  
**February 29, 2020**

FUND	FUND NAME	TOTAL
01	General Fund	\$ 2,224,131.16
02	Water Fund	\$ 3,510,618.86
03	MFT Fund	\$ 454,270.81
05	Impact Fees Fund	\$ -
07	Stormwater Management Fund	\$ 80,402.20
10	Special Service Area Tax Fund	\$ 19,758.03
11	State Drug Forfeiture Fund	\$ 18,525.54
12	Water Depreciation Fund	\$ 2,136,900.31
17	Federal Equitable Sharing Acct	\$ 360,732.14
18	Seized Asset Funds	\$ -
19	DOT - Federal Equitable Sharing	\$ 18,722.65
23	DUI Technology Fund	\$ 20,974.51
24	E-Citation Fund	\$ 2,698.16
25	Capital Improvement Fund	\$ 4,212,178.69
	<b>TOTAL</b>	<b>\$ 13,059,913.06</b>

*Prior Month Cash Balance*

**\$ 11,933,670.50**

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 1.24% *	\$ 18,525.54
Republic Bank Equitable Federal Sharing Acct - 1.24% *	\$ 379,454.79
Republic Bank Now Account - 1.24% *	\$ 5,847,184.44
Republic Bank Operating Account	\$ 102,842.20
Republic Bank Payroll Account - Zero Balance Acct	\$ (43,309.25)
Illinois Funds Money Market Account - 1.658%	\$ 3,666,286.62
IMET Investment Fund 1.622%	\$ 17,081.82
Republic Bank 12 Month CD - 2.00% - MAT - 7/19/2020	\$ 1,012,337.81
Republic Bank 24 Month CD - 2.00% - MAT - 7/19/2021	\$ 1,012,337.81
Wintrust Community Bank 24 Month CD - 2.89% - MAT - 7/19/2020	\$ 1,047,171.28
	<b>TOTAL</b>
	<b>\$ 13,059,913.06</b>

**Market Value**

Letter of Credit 8/8/2019 - 8/7/2020

**\$ 20,000,000**

\* Republic Bank interest rate is Annual Percentage Rate



**AGENDA MEMO**  
**City Council**  
**Meeting Date: March 16, 2020**

**Issue Statement**

Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the Darien District 61 Educational Foundation.

**BACKUP**

**Background/History**

The Darien District 61 Educational Foundation has applied for a Class B Raffle License and they have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations and has waived this requirement for the Darien District 61 in the past.

**Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for the Darien District 61 Educational Foundation raffle be waived.

**Alternate Consideration**

Not approve waiver.

**Decision Mode**

This item will be placed on the March 16, 2020 City Council Agenda for formal consideration.

MEMO



Supporting Educational Excellence

7414 Cass Avenue  
Darien, IL 60561  
[www.darien61foundation.org](http://www.darien61foundation.org)

February 24, 2020

Maria Gonzalez  
City of Darien  
1702 Plainfield Rd  
Darien, IL 60561

Dear Maria,

Please refer to our application for the attached raffle license for the Darien District 61 Educational Foundation. The fundraiser will use the results of the Illinois Pick 3 Daily Evening Draw May 1-31, 2020. The Foundation requests a waiver of the raffle license bond.

Regards,

Barbara Finnegan  
Chairperson  
630-921-2774 cell  
630-515-5078 home

Board of Directors

Barbara Finnegan,  
Chairperson

Andrew Blumenfeld  
Vice-Chairperson

Krishan Sant,  
Treasurer

David May,  
Secretary

Bonnie Kucera

Brian Kiefer

Jane Moss

Kathy Weaver

Ex-Officio

Robert M. Carlo,  
Ed.D.,  
Superintendent  
District 61

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: Darrien District 61 Educational Foundation

ADDRESS: 7414 S. Cass Ave

TELEPHONE NUMBER: 630-968-7505 FAX NUMBER:

TYPE OF ORGANIZATION: Charitable-Educational 501c3 (Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED: Darrien 61 Schools, Brookhaven Plaza, Jewel

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:

May 1-31, 2020 ILLINOIS Evening Pick 3 Lottery

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:

I, Barbara Finnegan, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Barbara Finnegan Presiding Officer

ATTEST:

X Dan B M Secretary

\*\*\*\*\*

APPROVED BY: Mayor

DATE:

MAILED ON: Date

BY:



**AGENDA MEMO**  
**City Council**  
**March 16, 2020**

**ISSUE STATEMENT**

Consideration of a Motion to Approve:

- The Annual Fourth of July Parade on Saturday, July 4, 2020, Beginning at 9:30 A.M., Sponsored by the Darien Lions Club
- Authorizing the Police Department to Assist in Traffic Control and Authorizing the Temporary Closure of Streets for the Fourth of July Parade: From the Jewel Parking Lot, North on Cass Avenue to 71<sup>st</sup> Street; East on 71<sup>st</sup> Street to Clarendon Hills Road; South on Clarendon Hills Road to Hinsdale South High School

**BACKUP**

**BACKGROUND HISTORY**

The Darien Lions Club is sponsoring the annual Fourth of July Parade on Saturday, July 4, 2020. The same route that was used last year has been requested.

Proposed Parade Route (71<sup>st</sup> Street):

- Lineup of parade participants will be in the Jewel Parking lot on Cass Avenue just North of 75<sup>th</sup> Street.
- Parade will begin at 9:30 A.M. and proceed north on Cass Avenue to 71<sup>st</sup> Street.
- Parade will go east on 71<sup>st</sup> Street to Clarendon Hills Road.
- Parade will go South on Clarendon Hills Road until its end point at Hinsdale South High School.

The Darien Lions Club is an independent charitable organization they will organize, register and insure parade participants; the City of Darien will allow them to temporarily use the public street and provide police assistance.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends that the City Council support the Darien Lions Club through the temporary closure of the above listed streets to facilitate the safety and efficient operation of the Fourth of July Parade.

**ALTERNATE CONSIDERATION**

The alternate consideration would be to not approve the motion at this time.

**DECISION MODE**

This item will be placed on the March 16, 2020 Agenda for formal Council consideration and approval.



**DARIEN  
LIONS CLUB**  
DISTRICT 1 J



1702 Plainfield Road • Darien, Illinois 60561  
[www.darienlions.org](http://www.darienlions.org)

February 25, 2020

Via Hand Delivery

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Dear Darien Officials,

On behalf of the Darien Lions Club organization, I would like to request the temporary closure of streets for the annual City of Darien / Lions Club Fourth of July Parade. I am also requesting assistance from the Darien Police Department and Municipal Services with traffic control.

I will be using the exact Parade Route on file with the city from our prior parade Chairman Mark Piccoli.

- Lineup of parade participants will be in the Jewel Parking lot on Cass Avenue just north of 75<sup>th</sup> street.
- Parade will begin at 9:30 A.M. and proceed north on Cass Avenue to 71<sup>st</sup> street.
- Parade will go east on 71<sup>st</sup> Street up to Clarendon Hills Road.
- Parade will go south on Clarendon Hills Road until its end point at Hinsdale South High School.

We appreciate your continued support of the country's independence celebrated on this day.

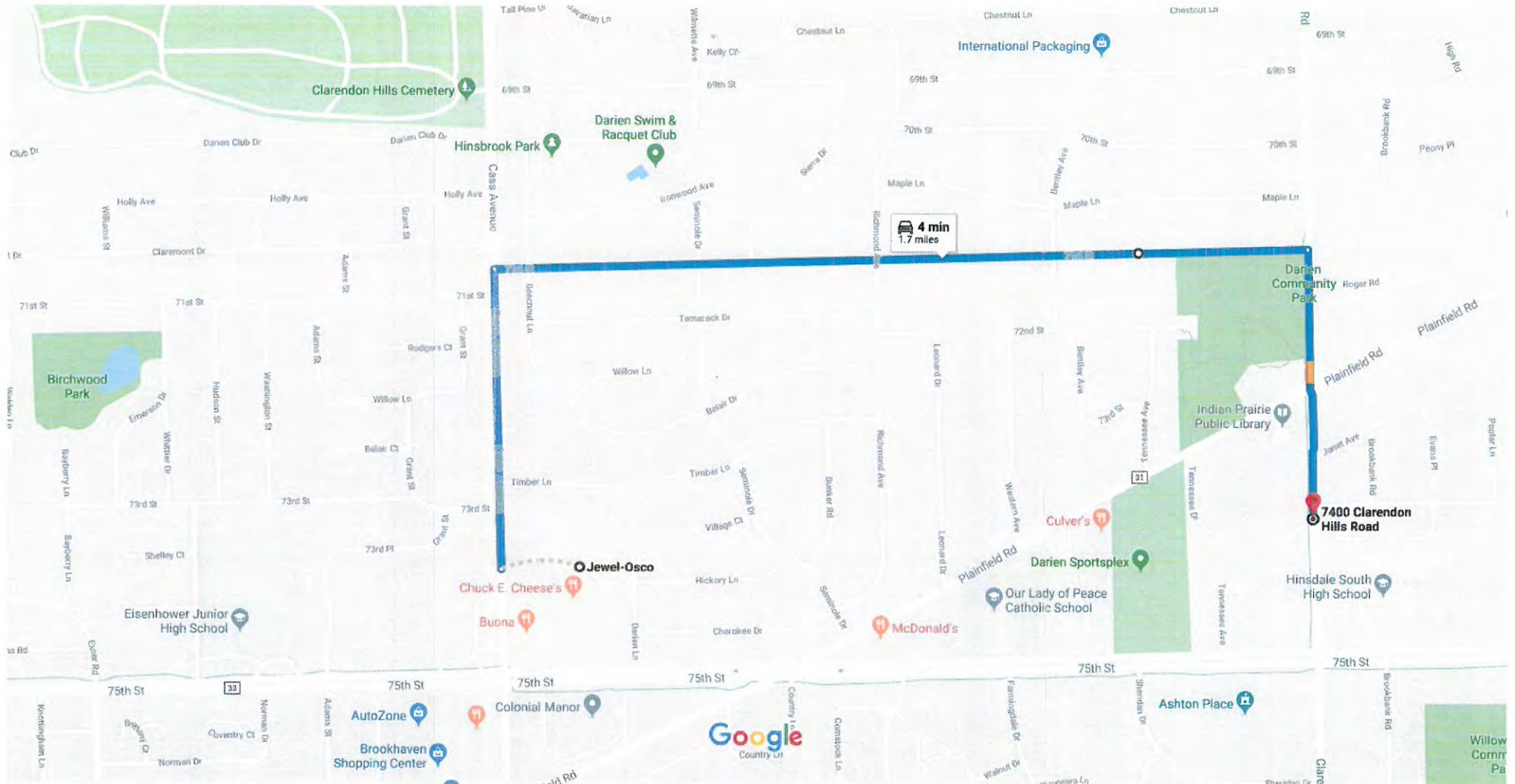
Best Regards,

Art Donner, 2020 Parade Chairman  
630-789-6709 [cpadonr@msn.com](mailto:cpadonr@msn.com)



# Google Maps Jewel-Osco to 7400 Clarendon Hills Rd, Darien, IL 60561

Drive 1.7 miles, 4 min



via 71st St  
4 min without traffic

4 min

1.7 miles

**AGENDA MEMO**  
**City Council**  
**March 16, 2020**

**ISSUE STATEMENT**

Approval of a resolution for the 2020 Street Maintenance contract with Schroeder Asphalt Services Inc., as per the following schedule of pricing:

Base Bid -	\$1,248,878.45
Alternate 1-Patching	\$ 84,600.00
Alternate 2-Aggregate Shoulders	\$ 25,600.00
<u>Alternate 3-67<sup>th</sup> Street Realignment</u>	<u>\$ 69, 259.50</u>
Total Cost	\$1,428,334.95

**RESOLUTION**

**BACKGROUND/HISTORY**

This year's, 2020 Street Maintenance Program includes 4.64 miles to be resurfaced and typically averages approximately 5 miles per year. This year's program includes the following,

**Base Bid** - Includes the proposed schedule as listed below

**Alternate 1 - Patching** \$25,600.00 – Includes the removal and replacement of road base throughout the City due to failing base.

**Alternate 2 – Aggregate Shoulders**-Includes supplying and mechanical placement of aggregate material adjacent to the roads below that are not constructed with a curb and gutter and miscellaneous shouldering on adjacent roadways.

**Alternate 3 - 67<sup>th</sup> Street Realignment Project**-The proposed quantities are based on unit prices as it relates to the realignment of the 67<sup>th</sup> Street and Clarendon Hills Road project.

**2020 Road Program Schedule**

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



2020 Street Maintenance Program

March 16, 2020

Page 2

Alternate 1			Class D Patches, 6" (Special)	1,800 SY	
Alternate 2			Aggregate Shoulders, Type B	800 ton	
Alternate 3			<b>67<sup>th</sup> Street Realignment Project</b>	<b>Lump Sum</b>	

Sealed bids were opened on Wednesday, January 22, 2020. A summary of the seven (7) bids received is attached and labeled as [Attachment A](#). The lowest responsive bid for the **Base Bid** was Brothers Asphalt Paving, Inc., in the amount of \$1,218,373.45 while Schroeder Asphalt Services, Inc., was in the amount of \$1,248,878.45, a difference of \$30,505.

With the **Base Bid** and **Alternates 1, 2 and 3**, Schroeder Asphalt Services, Inc., is the awarded responsive bidder, pending budget approval:

Brothers Asphalt \$1,439,709.70

**Schroeder Asphalt Paving \$1,428,337.95**

The proposed 2020 Road Program would be funded from the following line item:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 20-21 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>
25-35-4855	STREET RECONSTRUCTION/REHAB- 2020 City Road Maintenance Program	\$1,248,878.45	\$1,248,878.45
	Alternate 1 - Patching	\$84,600.00	\$ 84,600.00
	Alternate 2 – Aggregate Shoulders	\$25,600.00	\$ 25,600.00
	Alternate 3 -67 <sup>th</sup> Street Realignment Project-		\$ 69,259.50
	<b>TOTAL COSTS</b>		\$1,428,337.95

**COMMITTEE RECOMMENDATION**

Christopher B. Burke Engineering and The Municipal Services Committee recommends awarding the base bid and Alternates 1, 2 and 3 to Schroeder Asphalt Services, Inc., for the 2020 Road Maintenance contract in the amount of \$1,428,337.95. Schroeder Asphalt Services Inc., has completed very satisfactory work for the City in the past. Attached and labeled as [Attachment B](#) is a recommendation to award letter from Christopher B. Burke Engineering.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 16, 2020 City Council agenda for formal approval.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN  
2020 ROAD PROGRAM  
BID TABULATION

DATE: January 22, 2020

BASE BID				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		BROTHERS ASPHALT PAVING, INC.		K-FIVE CONSTRUCTION CORP.		LINDAHL BROTHERS, INC.		A LAMP CONCRETE CONTRACTORS		BUILDERS PAVING, LLC		M&J ASPHALT PAVING COMPANY, INC.	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	6323	1.75	\$ 11,065.25	0.70	\$ 4,426.10	1.00	\$ 6,323.00	2.25	\$ 14,226.75	1.50	\$ 9,484.50	1.15	\$ 7,271.45	3.00	\$ 18,969.00	1.50	\$ 9,484.50
35800200	AGGREGATE BASE REPAIR	TON	367	20.00	\$ 7,340.00	15.00	\$ 5,505.00	10.00	\$ 3,670.00	5.50	\$ 2,018.50	12.70	\$ 4,660.90	20.00	\$ 7,340.00	66.00	\$ 24,222.00	17.50	\$ 6,422.50
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	71590	0.95	\$ 68,010.50	0.01	\$ 715.90	0.20	\$ 14,318.00	0.01	\$ 715.90	0.01	\$ 715.90	0.01	\$ 715.90	0.01	\$ 715.90	0.01	\$ 715.90
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	3420	80.00	\$ 273,600.00	82.75	\$ 283,005.00	85.00	\$ 290,700.00	105.00	\$ 359,100.00	95.00	\$ 324,900.00	98.50	\$ 336,870.00	91.00	\$ 311,220.00	107.00	\$ 365,940.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	980	80.00	\$ 78,400.00	75.00	\$ 73,500.00	70.00	\$ 68,600.00	119.50	\$ 117,110.00	70.00	\$ 68,600.00	78.00	\$ 76,440.00	73.00	\$ 71,540.00	83.00	\$ 81,340.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	6780	80.00	\$ 542,400.00	78.75	\$ 533,925.00	75.00	\$ 508,500.00	76.40	\$ 517,992.00	75.00	\$ 508,500.00	82.50	\$ 559,350.00	78.00	\$ 528,840.00	85.00	\$ 576,300.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	79590	2.50	\$ 198,900.00	2.40	\$ 190,944.00	2.51	\$ 198,895.50	2.25	\$ 179,010.00	3.25	\$ 258,570.00	3.50	\$ 278,460.00	3.60	\$ 296,418.00	3.25	\$ 258,570.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	6323	3.00	\$ 18,969.00	3.40	\$ 21,498.20	2.15	\$ 13,594.45	6.00	\$ 37,938.00	4.50	\$ 28,453.50	4.30	\$ 27,188.90	8.00	\$ 50,584.00	5.00	\$ 31,615.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	610	25.00	\$ 15,250.00	31.50	\$ 19,215.00	30.00	\$ 18,300.00	15.00	\$ 9,150.00	35.00	\$ 21,350.00	25.00	\$ 15,250.00	50.00	\$ 30,500.00	40.00	\$ 24,400.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	200	0.60	\$ 120.00	0.25	\$ 50.00	1.13	\$ 226.00	1.00	\$ 200.00	1.25	\$ 250.00	1.00	\$ 200.00	2.00	\$ 400.00	1.25	\$ 250.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	80	0.60	\$ 48.00	0.25	\$ 20.00	0.10	\$ 8.00	2.00	\$ 160.00	3.75	\$ 300.00	1.00	\$ 80.00	2.50	\$ 200.00	2.50	\$ 200.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	160	10.00	\$ 1,600.00	4.75	\$ 760.00	4.20	\$ 672.00	4.00	\$ 640.00	4.00	\$ 640.00	4.40	\$ 704.00	4.00	\$ 640.00	5.00	\$ 800.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	7625	3.00	\$ 22,875.00	0.98	\$ 7,472.50	0.73	\$ 5,566.25	0.70	\$ 5,337.50	0.70	\$ 5,337.50	0.77	\$ 5,871.25	0.70	\$ 5,337.50	0.58	\$ 4,422.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	105	3.00	\$ 315.00	1.60	\$ 168.00	1.05	\$ 110.25	1.00	\$ 105.00	1.00	\$ 105.00	1.10	\$ 115.50	1.00	\$ 105.00	1.25	\$ 131.25
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	295	5.00	\$ 1,475.00	2.40	\$ 708.00	2.10	\$ 619.50	2.00	\$ 590.00	2.00	\$ 590.00	2.20	\$ 649.00	2.00	\$ 590.00	2.50	\$ 737.50
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	237	10.00	\$ 2,370.00	4.75	\$ 1,125.75	4.20	\$ 995.40	4.00	\$ 948.00	4.00	\$ 948.00	4.40	\$ 1,042.80	4.00	\$ 948.00	5.00	\$ 1,185.00
*X0002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	23	450.00	\$ 10,350.00	720.00	\$ 16,560.00	525.00	\$ 12,075.00	685.00	\$ 15,755.00	685.00	\$ 15,755.00	600.00	\$ 13,800.00	700.00	\$ 16,100.00	925.00	\$ 21,275.00
*X0006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	2480	45.00	\$ 111,600.00	36.00	\$ 89,280.00	30.00	\$ 74,400.00	25.00	\$ 62,000.00	45.00	\$ 111,600.00	25.00	\$ 62,000.00	52.00	\$ 128,960.00	60.00	\$ 148,800.00
*INDICATES SPECIAL PROVISION				TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =	
DENOTES ERROR				\$ 1,364,687.75		\$ 1,248,878.45		\$ 1,218,373.45		\$ 1,322,996.65		\$ 1,360,760.30		\$ 1,393,348.80		\$ 1,476,287.40		\$ 1,532,589.15	

ALTERNATE 1 - MISCELLANEOUS PATCHING				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		BROTHERS ASPHALT PAVING, INC.		K-FIVE CONSTRUCTION CORP.		LINDAHL BROTHERS, INC.		A LAMP CONCRETE CONTRACTORS		BUILDERS PAVING, LLC		M&J ASPHALT PAVING COMPANY, INC.	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*NA	MISCELLANEOUS PATCHING, 6" (SPECIAL)	SQ YD	45.00		\$ 81,000.00	47.00	\$ 84,800.00	50.00	\$ 90,000.00	68.00	\$ 122,400.00	57.00	\$ 102,600.00	66.00	\$ 118,800.00	59.00	\$ 106,200.00	67.00	\$ 120,600.00
*INDICATES SPECIAL PROVISION				TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =	
DENOTES ERROR				\$ 81,000.00		\$ 84,800.00		\$ 90,000.00		\$ 122,400.00		\$ 102,600.00		\$ 118,800.00		\$ 106,200.00		\$ 120,600.00	

ALTERNATE 2 - MISCELLANEOUS AGGREGATE SHOULDERS				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		BROTHERS ASPHALT PAVING, INC.		K-FIVE CONSTRUCTION CORP.		LINDAHL BROTHERS, INC.		A LAMP CONCRETE CONTRACTORS		BUILDERS PAVING, LLC		M&J ASPHALT PAVING COMPANY, INC.	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
48101200	AGGREGATE SHOULDERS, TYPE B	TON	25.00		\$ 20,000.00	32.00	\$ 25,600.00	50.00	\$ 40,000.00	46.50	\$ 37,200.00	50.00	\$ 40,000.00	60.00	\$ 48,000.00	54.00	\$ 43,200.00	68.50	\$ 54,800.00
*INDICATES SPECIAL PROVISION				TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =	
DENOTES ERROR				\$ 20,000.00		\$ 25,600.00		\$ 40,000.00		\$ 37,200.00		\$ 40,000.00		\$ 48,000.00		\$ 43,200.00		\$ 54,800.00	

ALTERNATE 3 - 67TH STREET WIDENING				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		BROTHERS ASPHALT PAVING, INC.		K-FIVE CONSTRUCTION CORP.		LINDAHL BROTHERS, INC.		A LAMP CONCRETE CONTRACTORS		BUILDERS PAVING, LLC		M&J ASPHALT PAVING COMPANY, INC.	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
20200100	EARTH EXCAVATION	CU YD	255	\$50.00	\$12,750.00	\$28.50	\$7,275.00	\$48.00	\$12,240.00	\$75.00	\$19,125.00	\$60.00	\$15,300.00	\$34.00	\$8,670.00	\$60.00	\$15,300.00	\$74.00	\$18,870.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	250	\$50.00	\$12,500.00	\$28.50	\$7,125.00	\$40.00	\$10,000.00	\$50.00	\$12,500.00	\$60.00	\$15,000.00	\$20.00	\$5,000.00	\$61.00	\$15,250.00	\$70.00	\$17,500.00
20400800	FURNISHED EXCAVATION	CU YD	100	\$40.00	\$4,000.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00	\$45.00	\$4,500.00	\$1.00	\$1,000.00	\$75.00	\$7,500.00	\$60.00	\$6,000.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	250	\$50.00	\$12,500.00	\$30.00	\$7,500.00	\$50.00	\$12,500.00	\$36.00	\$9,000.00	\$35.00	\$8,750.00	\$20.00	\$5,000.00	\$80.00	\$20,000.00	\$65.00	\$16,250.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	125	\$2.00	\$250.00	\$0.01	\$1.25	\$0.20	\$25.00	\$5.50	\$687.50	\$0.01	\$1.25	\$0.01	\$1.25	\$10.00	\$1,250.00	\$0.01	\$1.25
40600627	LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	TON	90	\$100.00	\$9,000.00	\$78.00	\$7,020.00	\$110.00	\$9,900.00	\$70.00	\$6,300.00	\$82.00	\$7,380.00	\$98.00	\$8,820.00	\$103.00	\$9,270.00	\$105.00	\$9,450.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	200	\$100.00	\$20,000.00	\$78.00	\$15,600.00	\$75.00	\$15,000.00	\$70.00	\$14,000.00	\$68.00	\$13,600.00	\$97.00	\$19,400.00	\$118.00	\$23,600.00	\$82.00	\$16,400.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	110	\$100.00	\$11,000.00	\$75.00	\$8,250.00	\$110.00	\$12,100.00	\$65.00	\$7,150.00	\$104.00	\$11,440.00	\$91.00	\$10,010.00	\$113.00	\$12,430.00	\$118.00	\$12,980.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	SQ YD	1,100	\$10.00	\$11,000.00	\$2.40	\$2,640.00	\$4.00	\$4,400.00	\$8.95	\$9,845.00	\$5.00	\$5,500.00	\$31.00	\$34,100.00	\$12.00	\$13,200.00	\$4.00	\$4,400.00
*44201723	CLASS D PATCHING, 6" (SPECIAL)	SQ YD	220	\$75.00	\$16,500.00	\$43.00	\$9,460.00	\$50.00	\$11,000.00	\$31.00	\$6,820.00	\$49.00	\$10,780.00	\$25.00	\$5,500.00	\$85.00	\$18,700.00	\$56.00	\$12,320.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	950	\$2.50	\$2,375.00	\$1.55	\$1,472.50	\$0.73	\$693.50	\$0.70	\$665.00	\$0.70	\$665.00	\$0.77	\$731.50	\$0.70	\$665.00	\$1.50	\$1,425.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	115	\$5.00	\$575.00	\$2.20	\$253.00	\$1.05	\$120.75	\$1.00	\$115.00	\$1.00	\$115.00	\$1.10	\$126.50	\$1.00	\$115.00	\$1.60	\$184.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	120	\$7.50	\$900.00	\$4.20	\$504.00	\$2.10	\$252.00	\$2.00	\$240.00	\$2.00	\$240.00	\$2.20	\$264.00	\$2.00	\$240.00	\$2.50	\$300.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	\$10.00	\$250.00	\$7.05	\$176.25	\$4.20	\$105.00	\$4.00	\$100.00	\$4.00	\$100.00	\$4.40	\$110.00	\$4.00	\$100.00	\$5.00	\$125.00
*INDICATES SPECIAL PROVISION				TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =		TOTAL =	
DENOTES ERROR				\$ 113,600.00		\$ 69,259.50		\$ 91,336.25		\$ 90,547.50		\$ 93,371.25		\$ 97,833.25		\$ 137,620.00		\$ 116,205.25	

TOTAL BASE AND ALL ALTERNATES=				ENGINEER'S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		BROTHERS ASPHALT PAVING, INC.		K-FIVE CONSTRUCTION CORP.		LINDAHL BROTHERS, INC.		A LAMP CONCRETE CONTRACTORS		BUILDERS PAVING, LLC		M&J ASPHALT PAVING COMPANY, INC.	
				\$ 1,579,287.75		\$ 1,428,337.95		\$ 1,439,709.70		\$ 1,573,144.15		\$ 1,596,731.55		\$ 1,657,982.05		\$ 1,763,307.40		\$ 1,824,194.40	

CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN  
2020 ROAD PROGRAM  
ENGINEER'S ESTIMATE OF PROBABLE COST

DATE: December 6, 2019  
CALCULATED BY: JEH  
CHECKED BY: WBL

				GRIND 2" & 5% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 5% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 5% PATCHING	
				WIDTH (FT)=	23	WIDTH (FT)=	19	WIDTH (FT)=	25	WIDTH (FT)=	24	WIDTH (FT)=	26
				LENGTH (FT)=	2,850	LENGTH (FT)=	980	LENGTH (FT)=	2,700	LENGTH (FT)=	5,280	LENGTH (FT)=	650
				AREA (SY)=	7,283	AREA (SY)=	2,069	AREA (SY)=	7,500	AREA (SY)=	14,080	AREA (SY)=	1,878
				CURB & GUTTER	NO	CURB & GUTTER	NO	CURB & GUTTER	NO	CURB & GUTTER	YES	CURB & GUTTER	YES
				SHOULDER	YES	SHOULDER	YES	SHOULDER	YES	SHOULDER	YES (PORTION)	SHOULDER	NO
BASE BID				JANET AVENUE		SUNRISE AVENUE		ELM STREET		67TH STREET (CASS AVE. TO CLARENDON HILLS RD.)		RIDGE ROAD	
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	0.70	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	15.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	0.01	7220	\$ 72.20	2050	\$ 20.50	7430	\$ 74.30	13940	\$ 139.40	1860	\$ 18.60
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	82.75	340	\$ 28,135.00	100	\$ 8,275.00	350	\$ 28,962.50	660	\$ 54,615.00	90	\$ 7,447.50
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	78.75	680	\$ 53,550.00	200	\$ 15,750.00	700	\$ 55,125.00	1310	\$ 103,162.50	180	\$ 14,175.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2.40	8020	\$ 19,248.00	2280	\$ 5,472.00	8250	\$ 19,800.00	15490	\$ 37,176.00	2070	\$ 4,968.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3.40	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
48101200	AGGREGATE SHOULDERS, TYPE B	TON	31.50	150	\$ 4,725.00	50	\$ 1,575.00	140	\$ 4,410.00	270	\$ 8,505.00	0	\$ -
70300100	SHORT TERM PAVEMENT MARKING	FOOT	0.25	0	\$ -	0	\$ -	100	\$ 25.00	100	\$ 25.00	0	\$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	0.25	0	\$ -	0	\$ -	40	\$ 10.00	40	\$ 10.00	0	\$ -
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4.75	0	\$ -	0	\$ -	80	\$ 380.00	80	\$ 380.00	0	\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	0.98	0	\$ -	0	\$ -	6225	\$ 6,100.50	1400	\$ 1,372.00	0	\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1.60	0	\$ -	0	\$ -	105	\$ 168.00	0	\$ -	0	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	2.40	75	\$ 180.00	0	\$ -	145	\$ 348.00	0	\$ -	0	\$ -
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.75	12	\$ 57.00	0	\$ -	90	\$ 427.50	40	\$ 190.00	0	\$ -
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	720.00	0	\$ -	6	\$ 4,320.00	2	\$ 1,440.00	3	\$ 2,160.00	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	36.00	370	\$ 13,320.00	50	\$ 1,800.00	380	\$ 13,680.00	290	\$ 10,440.00	100	\$ 3,600.00
				TOTAL = \$ 119,287.20		TOTAL = \$ 37,212.50		TOTAL = \$ 130,950.80		TOTAL = \$ 218,174.90		TOTAL = \$ 30,209.10	

\*INDICATES SPECIAL PROVISION

				GRIND 2" & 2% PATCHING		GRIND 2" & 3% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 5% PATCHING	
				WIDTH (FT)=	34	WIDTH (FT)=	24	WIDTH (FT)=	26	WIDTH (FT)=	26	WIDTH (FT)=	26
				LENGTH (FT)=	1,465	LENGTH (FT)=	1,760	LENGTH (FT)=	1,080	LENGTH (FT)=	3,300	LENGTH (FT)=	870
				AREA (SY)=	5,534	AREA (SY)=	4,693	AREA (SY)=	3,120	AREA (SY)=	9,533	AREA (SY)=	2,513
				CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES
				SHOULDER	NO	SHOULDER	NO	SHOULDER	NO	SHOULDER	NO	SHOULDER	NO
BASE BID				HINSBROOK AVENUE		TIMBER LANE		HICKORY LANE		HOLLY AVENUE		BARCLAY ROAD	
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	0.70	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	15.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	0.01	5480	\$ 54.80	4650	\$ 46.50	3090	\$ 30.90	9440	\$ 94.40	2490	\$ 24.90
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	82.75	260	\$ 21,515.00	220	\$ 18,205.00	150	\$ 12,412.50	450	\$ 37,237.50	120	\$ 9,930.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	78.75	520	\$ 40,950.00	440	\$ 34,650.00	290	\$ 22,837.50	890	\$ 70,087.50	240	\$ 18,900.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2.40	6090	\$ 14,616.00	5170	\$ 12,408.00	3440	\$ 8,256.00	10490	\$ 25,176.00	2770	\$ 6,648.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3.40	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
48101200	AGGREGATE SHOULDERS, TYPE B	TON	31.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
70300100	SHORT TERM PAVEMENT MARKING	FOOT	0.25	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	0.25	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4.75	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	0.98	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1.60	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	2.40	0	\$ -	0	\$ -	0	\$ -	0	\$ -	75	\$ 180.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.75	17	\$ 80.75	12	\$ 57.00	0	\$ -	13	\$ 61.75	13	\$ 61.75
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	720.00	0	\$ -	12	\$ 8,640.00	0	\$ -	0	\$ -	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	36.00	120	\$ 4,320.00	150	\$ 5,400.00	70	\$ 2,520.00	200	\$ 7,200.00	130	\$ 4,680.00
				TOTAL = \$ 81,536.55		TOTAL = \$ 79,406.50		TOTAL = \$ 46,056.90		TOTAL = \$ 139,857.15		TOTAL = \$ 40,424.65	

\*INDICATES SPECIAL PROVISION

FULL-DEPTH & 5% PATCHING		FULL-DEPTH & 5% PATCHING		FULL-DEPTH & 5% PATCHING		GRIND 2" & 2% PATCHING		GRIND 2" & 5% PATCHING	
WIDTH (FT)=	27	WIDTH (FT)=	25	WIDTH (FT)=	25	WIDTH (FT)=	24	WIDTH (FT)=	26
LENGTH (FT)=	330	LENGTH (FT)=	700	LENGTH (FT)=	995	LENGTH (FT)=	330	LENGTH (FT)=	1,250
AREA (SY) plus cul-de-sac=	1,615	AREA (SY)=	1,944	AREA (SY)=	2,764	AREA (SY) plus cul-de-sac=	1,525	AREA (SY)=	3,611
CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTER	YES
SHOULDER	NO	SHOULDER	NO	SHOULDER	NO	SHOULDER	NO	SHOULDER	NO

			BEDFORD LANE		SURREY DRIVE		MARLBOROUGH LANE		DROVER COURT		HARVEST LANE		
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	\$ 1.75	1615	\$ 2,826.25	1944	\$ 3,402.78	2764	\$ 4,836.81	0	\$ -	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	\$ 20.00	94	\$ 1,880.00	113	\$ 2,260.00	160	\$ 3,200.00	0	\$ -	0	\$ -
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	\$ 0.95	1600	\$ 1,520.00	1930	\$ 1,833.50	2740	\$ 2,603.00	1510	\$ 1,434.50	3580	\$ 3,401.00
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 80.00	80	\$ 6,400.00	90	\$ 7,200.00	130	\$ 10,400.00	80	\$ 6,400.00	170	\$ 13,600.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 80.00	250	\$ 20,000.00	300	\$ 24,000.00	430	\$ 34,400.00	0	\$ -	0	\$ -
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	\$ 80.00	150	\$ 12,000.00	180	\$ 14,400.00	260	\$ 20,800.00	150	\$ 12,000.00	340	\$ 27,200.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	\$ 2.50	1780	\$ 4,450.00	2140	\$ 5,350.00	3050	\$ 7,625.00	1680	\$ 4,200.00	3980	\$ 9,950.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	\$ 3.00	1615	\$ 4,845.00	1944	\$ 5,833.33	2764	\$ 8,291.67	0	\$ -	0	\$ -
48101200	AGGREGATE SHOULDERS, TYPE B	TON	\$ 25.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
70300100	SHORT TERM PAVEMENT MARKING	FOOT	\$ 0.60	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	\$ 0.60	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	\$ 10.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$ 3.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$ 3.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	\$ 5.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	\$ 10.00	0	\$ -	0	\$ -	13	\$ 130.00	0	\$ -	13	\$ 130.00
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	\$ 450.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	\$ 45.00	90	\$ 4,050.00	100	\$ 4,500.00	140	\$ 6,300.00	40	\$ 1,800.00	190	\$ 8,550.00
				<b>TOTAL =</b>	<b>\$ 57,971.25</b>	<b>TOTAL =</b>	<b>\$ 68,779.61</b>	<b>TOTAL =</b>	<b>\$ 98,586.47</b>	<b>TOTAL =</b>	<b>\$ 25,834.50</b>	<b>TOTAL =</b>	<b>\$ 62,831.00</b>

\*INDICATES SPECIAL PROVISION

GRIND 2" & 2% PATCHING		TOTALS	
WIDTH (FT)=	26	LENGTH (FT)=	25,440
LENGTH (FT)=	900	AREA (SY)=	72,264
AREA (SY)=	2,600		
CURB & GUTTER	YES		
SHOULDER	NO		

			CAPTONS LANE		BASE BID		
NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	0.70	0	\$ -	6323	\$ 4,426.10
35800200	AGGREGATE BASE REPAIR	TON	15.00	0	\$ -	367	\$ 5,505.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	0.01	2580	\$ 25.80	71590	\$ 715.90
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	82.75	130	\$ 10,757.50	3420	\$ 283,005.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75.00	0	\$ -	980	\$ 73,500.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	78.75	250	\$ 19,687.50	6780	\$ 533,925.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2.40	2860	\$ 6,864.00	79560	\$ 190,944.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3.40	0	\$ -	6323	\$ 21,498.20
48101200	AGGREGATE SHOULDERS, TYPE B	TON	31.50	0	\$ -	610	\$ 19,215.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	0.25	0	\$ -	200	\$ 50.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	0.25	0	\$ -	80	\$ 20.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4.75	0	\$ -	160	\$ 760.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	0.98	0	\$ -	7625	\$ 7,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1.60	0	\$ -	105	\$ 168.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	2.40	0	\$ -	295	\$ 708.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.75	14	\$ 66.50	237	\$ 1,125.75
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	720.00	0	\$ -	23	\$ 16,560.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	36.00	60	\$ 2,160.00	2480	\$ 89,280.00
				<b>TOTAL =</b>	<b>\$ 39,561.30</b>	<b>TOTAL =</b>	<b>\$ 1,248,878.45</b>

\*INDICATES SPECIAL PROVISION

ALTERNATE 1 - MISCELLANEOUS PATCHING				MISCELLANEOUS PATCHING	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
*NA	MISCELLANEOUS PATCHING, 6" (SPECIAL)	SQ YD	1800	\$ 47.00	\$ 84,600.00
*INDICATES SPECIAL PROVISION				TOTAL = \$	84,600.00

ALTERNATE 2 - MISCELLANEOUS AGGREGATE SHOULDERS				MISCELLANEOUS AGGREGATE SHOULDERS	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
48101200	AGGREGATE SHOULDERS, TYPE B	TON	800	\$ 32.00	\$ 25,600.00
*INDICATES SPECIAL PROVISION				TOTAL = \$	25,600.00

ALTERNATE 3 - 67TH STREET WIDENING				67TH STREET WIDENING	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
20200100	EARTH EXCAVATION	CU YD	255	\$26.50	\$6,757.50
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	250	\$28.50	\$7,125.00
20400800	FURNISHED EXCAVATION	CU YD	100	\$25.00	\$2,500.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	250	\$30.00	\$7,500.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	125	\$0.01	\$1.25
40600627	LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	TON	90	\$78.00	\$7,020.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	200	\$78.00	\$15,600.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	110	\$75.00	\$8,250.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	SQ YD	1,100	\$2.40	\$2,640.00
*44201723	CLASS D PATCHING, 6" (SPECIAL)	SQ YD	220	\$43.00	\$9,460.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	950	\$1.55	\$1,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	115	\$2.20	\$253.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	120	\$4.20	\$504.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	\$7.05	\$176.25
*INDICATES SPECIAL PROVISION				TOTAL = \$	69,259.50


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

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

January 22, 2020

 City of Darien City Hall  
 1702 Plainfield Rd  
 Darien, IL 60561

Attention: Dan Gombac

 Subject: City of Darien – 2020 Road Program  
 (CBBEL Project No. 19-0543)

Dear Dan:

On Wednesday, January 22<sup>nd</sup>, 2020 at 10:00 a.m., bids were received at the City of Darien City Hall for the 2020 Road Program. There were seven (7) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in **bold** for the base and alternate bids.

COMPANY NAME	BASE BID AMOUNT	ALTERNATE 1 BID AMOUNT	ALTERNATE 2 BID AMOUNT	ALTERNATE 3 BID AMOUNT
ENGINEER'S ESTIMATE	\$ 1,364,687.75	\$ 81,000.00	\$ 20,000.00	\$ 113,600.00
A LAMP CONCRETE CONTRACTORS	\$ 1,393,348.80	\$ 118,800.00	\$ 48,000.00	\$ 97,833.25
M&J ASPHALT PAVING COMPANY, INC.	\$ 1,532,589.15	\$ 120,600.00	\$ 54,800.00	\$ 116,205.25
BROTHERS ASPHALT PAVING, INC.	\$ <b>1,218,373.45</b>	\$ 90,000.00	\$ 40,000.00	\$ 91,336.25
BUILDERS PAVING, LLC	\$ 1,476,287.40	\$ 106,200.00	\$ 43,200.00	\$ 137,620.00
SCHROEDER ASPHALT SERVICES, INC.	\$ 1,248,878.45	\$ <b>84,600.00</b>	\$ <b>25,600.00</b>	\$ <b>69,259.50</b>
LINDAHL BROTHERS, INC.	\$ 1,360,760.30	\$ 102,600.00	\$ 40,000.00	\$ 93,371.25
K-FIVE CONSTRUCTION CORP.	\$ 1,322,996.65	\$ 122,400.00	\$ 37,200.00	\$ 90,547.50

It is our understanding the City Staff has budgeted for the award of the base bid and all three alternates to Schroeder Asphalt Services, Inc. in the amount of \$1,428,337.95. Schroeder Asphalt Services, Inc. has done work for the City in the past and CBBEL believes their bid to be in order. Therefore, the City suggests accepting Schroeder Asphalt Services, Inc.'s bid.

Enclosed for your review are the reviewed bid tabulations. If you have any other questions, please do not hesitate to contact me.

Sincerely,

Lee M. Fell, PE

Assistant Department Head – Civil Engineering Design



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2020 STREET MAINTENANCE PROJECT BETWEEN THE CITY OF DARIEN AND SCHROEDER ASPHALT SERVICES, INC., THE FOLLOWING SCHEDULE OF PRICING: BASE BID - \$1,248,878.45; ALTERNATE 1 – PATCHING - \$84,600.00; ALTERNATE 2 – AGGREGATE SHOULDERS - \$25,600.00; ALTERNATE 3 – 67<sup>TH</sup> STREET WIDENING - \$69,259.50 FOR A TOTAL OF \$\$ 1,428,337.95**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2020 Street Maintenance Program, between the City of Darien and Schroeder Asphalt Services Inc., including the Base Bid in the amount of \$1,248,878.45 Alternate 1 – Patching - \$84,600.00; Alternate 2 – Aggregate Shoulders - \$25,600.00; Alternate 3 – 67<sup>th</sup> Street Widening - \$69,259.50 for a total of \$1,428,337.95, 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 16<sup>th</sup> day of March, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 16<sup>th</sup> day of March, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



County DuPage  
 Local Public Agency City of Darien  
 Section Number ----  
 Route Various

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 between the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_  
 acting by and through its \_\_\_\_\_ Mayor and Council of Aldermen \_\_\_\_\_ known as the party of the first part, and  
 \_\_\_\_\_ his/their executors, administrators, successors or assigns,  
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for \_\_\_\_\_ 2020 Road Program \_\_\_\_\_, in \_\_\_\_\_ City of Darien \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ Clerk  
 \_\_\_\_\_  
 (Seal)  
 The \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien \_\_\_\_\_  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 Party of the First Part  
 (If a Corporation)

Corporate Name \_\_\_\_\_  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 President \_\_\_\_\_ Party of the Second Part  
 (If a Co-Partnership)

Attest: \_\_\_\_\_  
 \_\_\_\_\_  
 Secretary

Partners doing Business under the firm name of \_\_\_\_\_  
 \_\_\_\_\_  
 Party of the Second Part  
 (If an individual)  
 \_\_\_\_\_  
 Party of the Second Part





Route -----  
 County DuPage  
 Local Agency City of Darien  
 Section -----

We , \_\_\_\_\_

a/an)  Individual  Co-partnership  Corporation organized under the laws of the State of Illinois ,

as PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

**PRINCIPAL**

\_\_\_\_\_  
(Company Name) \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature & Title) \_\_\_\_\_  
Attest: \_\_\_\_\_  
(Signature & Title) \_\_\_\_\_

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety) \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS.

(SEAL)

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2020

Attest:

\_\_\_\_\_  
Clerk \_\_\_\_\_  
City of Darien  
(Awarding Authority)  
\_\_\_\_\_  
(Chairman/Mayor/President)

RETURN WITH BID

PROPOSAL

County DuPage
Local Public Agency City of Darien
Section Number ---
Route ---

1. Proposal of Schroeder Asphalt Services, Inc.
P.O. Box 831, Huntley, IL 60142
for the improvement of the above section by the construction of Hot-mix asphalt surface removal, polymerized leveling binder, binder course, surface course, roadway widening, pavement markings and patching, all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)

a total distance of 25,440 feet, of which a distance of 25,440 feet, ( 4.82 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 25 working days, unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City of Darien Clerks Office

The amount of the check is ( 5% of bid amount ).

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section N/A  
 Route N/A

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**  
 (For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for BASE BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
35800100	PREPARATION OF BASE	SQ YD	6323	.70	4,426.10
35800200	AGGREGATE BASE REPAIR	TON	367	15.00	5,505.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	71590	.01	715.90
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	3420	82.75	283,005.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	980	75.00	73,500.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	6780	78.75	533,925.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	79560	2.40	190,944.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	6323	3.40	21,498.20
48101200	AGGREGATE SHOULDERS, TYPE B	TON	610	31.50	19,215.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	200	.25	50.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	80	.25	20.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	160	4.75	760.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	7625	.98	7,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	105	1.60	168.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	295	2.40	708.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	237	4.75	1,125.75
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	23	720.00	16,560.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	2480	36.00	89,280.00
<b>Bidder's Proposal for BASE BID</b>					<b>1,248,878.45</b>

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section N/A  
 Route N/A

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 1 BID - MISCELLANEOUS PATCHING					
Bidder's Proposal for ALTERNATE 1 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
*NA	MISCELLANEOUS PATCHING, 6" (SPECIAL)	SQ YD	1800	<i>47.00</i>	<i>84,600.00</i>
Bidder's Proposal for ALTERNATE 1 BID					<i>84,600.00</i>

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section N/A  
 Route N/A

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

**Bidder's Proposal for Making Entire Improvements**

**Bidder's Proposal for ALTERNATE 2 BID - MISCELLANEOUS AGGREGATE SHOULDERS**

**Bidder's Proposal for ALTERNATE 2 BID**

Item No.	Items	Unit	Quantity	Unit Price	Total Cost
48101200	AGGREGATE SHOULDERS, TYPE B	TON	800	<i>32.00</i>	<i>25,600.00</i>
<b>Bidder's Proposal for ALTERNATE 2 BID</b>					<i>25,600.00</i>

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section N/A  
 Route N/A

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 3 BID - 67TH STREET WIDENING					
Bidder's Proposal for ALTERNATE 3 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
20200100	EARTH EXCAVATION	CU YD	255	26.50	6,757.50
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	250	28.50	7,125.00
20400800	FURNISHED EXCAVATION	CU YD	100	25.00	2,500.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	250	30.00	7,500.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	125	.01	1.25
40600627	LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	TON	90	78.00	7,020.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	200	78.00	15,600.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	110	75.00	8,250.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	SQ YD	1,100	2.40	2,640.00
*44201723	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	220	43.00	9,460.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	950	1.55	1,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	115	2.20	253.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	120	4.20	504.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	7.05	176.25
Bidder's Proposal for ALTERNATE 3 BID					69,259.50

RETURN WITH BID

SIGNATURES

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route ---

(If an individual)

Signature of Bidder \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a partnership)

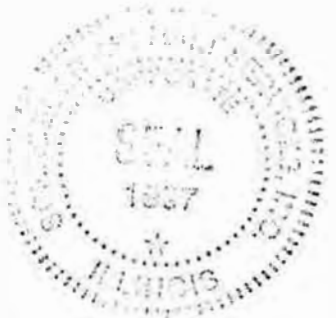
Firm Name \_\_\_\_\_  
Signed By \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

Inset Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a corporation)

Corporate Name Schroeder Asphalt Services. Inc.  
Signed By *Ronald Schroeder*  
President  
Business Address P.O. Box 831  
Huntley, IL 60142



Insert Names of Officers

} President Ronald Schroeder  
Secretary Grace Foss  
Treasurer Ronald Schroeder

Attest:

*Grace A. Foss*  
Secretary



RETURN WITH BID

Affidavit of Illinois Business Office

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route Various

State of Illinois )  
 ) ss.  
County of McHenry )

I, Ronald Schroeder of Huntley, Illinois,  
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the President of Schroeder Asphalt Services, Inc.  
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Schroeder Asphalt Services, Inc., will maintain a  
(bidder)  
business office in the State of Illinois which will be located in McHenry County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

*Ronald Schroeder*  
(Signature)  
Ronald Schroeder  
(Print Name of Affiant)

This instrument was acknowledged before me on 22nd day of January, 2020.

(SEAL)



*Jennifer Griebel*  
(Signature of Notary Public)

2020 ROAD PROGRAM - BASE BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
1	Janet Avenue	Clarendon Hills Road – IL Rt. 83	2,850	23	7,283	2" MILLING	
2	Sunrise Avenue	Janet Avenue – Elm Street	980	19	2,069	2" MILLING	
3	Elm Street	Clarendon Hills Road – IL Rt. 83	2,700	25	7,500	2" MILLING	
4	67 <sup>th</sup> Street	Cass Avenue – Clarendon Hills Road	5,280	24	14,080	2" MILLING	✓
5	Ridge Road	67 <sup>th</sup> Street – Limit	650	26	1,878	2" MILLING	✓
6	Hinsbrook Avenue	Cass Avenue – Seminole Drive	1,465	34	5,534	2" MILLING	✓
7	Timber Lane	Darien Lane – Richmond Avenue	1,760	24	4,693	2" MILLING	✓
8	Hickory Lane	Darien Lane – Seminole Drive	1,080	26	3,120	2" MILLING	✓
9	Holly Avenue	Wilcox Avenue – Williams Street	3,300	26	9,533	2" MILLING	✓
10	Barclay Road	Manning Road – Green Valley Road	870	26	2,513	2" MILLING	✓
11	Bedford Lane	Barclay Road – Surrey Drive	330	27	1,650	FULL-DEPTH	✓
12	Surrey Drive	Bedford Lane – Green Valley Road	700	25	1,944	FULL-DEPTH	✓
13	Marlborough Lane	Lyman Avenue – Wakefield Drive	995	25	2,764	FULL-DEPTH	✓
14	Drover Court	Drover Lane – Limit	330	24	1,525	2" MILLING	✓
15	Harvest Place	Beller Drive – Meadow Lane	1,250	26	3,611	2" MILLING	✓
16	Captons Lane	N. Frontage Road – N Frontage Road	900	26	2,600	2" MILLING	✓
<b>TOTAL =</b>			<b>25,440</b>		<b>72,299</b>		
2020 ROAD PROGRAM - ALTERNATE 1 BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
	Miscellaneous Patching	Various Streets	N/A	N/A	1,800	MISCELLANEOUS PATCHING, 6" (SPECIAL)	N/A
<b>TOTAL =</b>			<b>0</b>		<b>1,800</b>		
2020 ROAD PROGRAM - ALTERNATE 2 BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	TONS	SCOPE	CURB AND GUTTER
	Miscellaneous Aggregate Shoulders	Various Streets	N/A	N/A	800	AGGREGATE SHOULDERS, TYPE B	N/A
<b>TOTAL =</b>			<b>0</b>		<b>800</b>		
2020 ROAD PROGRAM - ALTERNATE 3 BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
	67 <sup>th</sup> Street	Clarendon Hills Road intersection 300' E	400	24	1,100	WIDENING	YES
<b>TOTAL =</b>			<b>400</b>		<b>1,100</b>		

**Start Date**

No work shall begin before May 15, 2020 without City approval.

**Completion Date**

All work shall be completed within 25 working days from the start date including all punch list items.

**Rejection of Bids**

The City reserves the right to defer the award of the contract for a period not to exceed ninety (90) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

**AGENDA MEMO**

**City Council  
March 16, 2020**

**ISSUE STATEMENT**

A resolution rejecting all bids for the preparation and painting of the communication tower located at 1041 South Frontage Road.

**RESOLUTION****BACKGROUND***Update*

*The Municipal Services Committee recommended further discussion of this item at the 2020 Administrative/Finance Committee-of-the-Whole budget meeting.*

*The Administrative/Finance Committee-of-the-Whole discussed this item and did not approve inclusion for the 2020-2021 budget.*

The FY 20/21 Budget will be including \$75,800 for the repainting of the City's South Communication Tower, located at 1041 South Frontage Road/Public Works Facility. The facility was built in the 1990's by the University of Chicago and conveyed to the City in 2001.

The tower serves as a facilitator for communication equipment and the City leases the space on the tower to various communication providers. The structure is in need of repainting and includes the following scope of work:

- A. Mechanical removal of rust
- B. Pressure Washing
- C. Application of a Corrosion Inhibitive
- D. Federal Standard Paint-Orange and White
- E. One-year Warranty

Staff had solicited for bids and received two responsive bids. The bid opening was held on January 16, 2020, see attached, labeled as [Attachment A](#).

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommended further discussion of this item at the 2020 Administrative/Finance Committee-of-the-Whole budget meeting.

The Administrative/Finance Committee-of-the-Whole discussed this item and did not approve inclusion for the 2020-2021 budget.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 16, 2020 City Council agenda for formal approval.



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

BID OPEN: 2020 PAINTING OF SOUTH COMMUNICATION TOWER

OPENING DATE/TIME: January 16, 2020 @ 10:00 a.m.

		Allstate Tower, Inc.		Tecorp, Inc.	
	DESCRIPTION		Total		Total
	Power washing, prep work and painting of communication tower		\$ 75,800.00		\$396,000.00
Total			\$ 75,800.00		\$396,000.00



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

**A RESOLUTION REJECTING ALL BIDS FOR THE PREPARATION  
AND PAINTING OF THE COMMUNICATION TOWER  
LOCATED AT 1041 SOUTH FRONTAGE ROAD**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to reject  
the all bids for the preparation and painting of the communication tower located at 1041 South  
Frontage Road, 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 16<sup>th</sup> day of March, 2020.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 16<sup>th</sup> day of March, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**March 16, 2020**

**ISSUE STATEMENT**

Approval of a resolution for the 2020 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract with Suburban Concrete, Inc. in an amount not to exceed \$652,920.00 and to waive the residential \$75.00 permit fee application for concrete work.

**RESOLUTION**

**BACKGROUND/HISTORY**

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY 20-21 Budget allocates for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as [Attachment A](#).

The contract also offers residents, at a pass through cost, the opportunity to remove and replace their deficient concrete driveways, aprons, and the curb and gutter fronting their apron. This will allow the City to remove and replace deficient sidewalk slabs fronting a deficient apron and would allow a resident to participate in the concrete replacement program to correct the apron deficiency. Staff is further requesting that the \$75.00 permit fee application be waived to residents that participate in the concrete program with the proposed vendor since the staff will be on site and inspecting the work.

Attached and labeled as [Attachment B](#), please find the prices received at the bid opening held on January 2, 2020. Staff received seven (7) bids with the lowest bidder being Suburban Concrete, Inc.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the contract from Suburban Concrete, Inc. in an amount not to exceed \$652,920.00 for the 2020 Sidewalk, Apron and Curb and Gutter Removal Replacement Program and Curb and Gutter Placement and to waive the residential \$75.00 permit fee application for concrete work.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 16, 2020 City Council agenda for formal approval.

2020 CONCRETE SIDEWALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM

	A	B	C	D	E	F	G
1	<b>SIDEWALK COST:</b>						
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST STREET DEPT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
3	DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	20,500	SQUARE FOOT	\$ 5.50	\$ 112,750.00	\$	\$ 112,750.00
4	ADA SIDEWALK	1,500	SQUARE FOOT	\$ 19.00	\$ 28,500.00	\$	\$ 28,500.00
5	SIDEWALK RESTORATION-WATER DEPT	1,000	SQUARE FOOT	\$ 5.35	\$	\$ 5,350.00	\$ 5,350.00
6	<b>TOTAL SIDEWALK COST:</b>				<b>\$ 141,250.00</b>	<b>\$ 5,350.00</b>	<b>\$ 146,600.00</b>
7	<b>APRON COST:</b>						
8	APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	2,500	SQUARE FOOT	\$ 6.00	\$ 15,000.00	\$	\$ 15,000.00
9	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.00	\$ 10,000.00	\$	\$ 10,000.00
10	APRON RESTORATION	2,500	SQUARE FOOT	\$ 6.00	\$	\$ 15,000.00	\$ 15,000.00
11	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.00	\$	\$ 10,000.00	\$ 10,000.00
12	<b>TOTAL APRON COSTS:</b>				<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 50,000.00</b>
13	<b>CURB AND GUTTER COST:</b>						
14	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	STREET DEPARTMENT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
15	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM	21,000	LINEAL FOOT	\$ 18.85	\$ 395,850.00	\$	\$ 395,850.00
16	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM CONTINGENCY	1,100	LINEAL FOOT	\$ 18.85	\$ 20,735.00	\$ 20,735.00	\$ 41,470.00
17	67TH STREET SPECIAL CURB AND GUTTER	1,000	LINEAL FOOT	\$ 19.00	\$ 19,000.00	\$	\$ 19,000.00
18	<b>TOTAL CURB AND GUTTER COST:</b>				<b>\$ 435,585.00</b>	<b>\$ 20,735.00</b>	<b>\$ 456,320.00</b>
19	<b>TOTAL PROPOSED EXPENDITURE</b>				<b>\$ 601,835.00</b>	<b>\$ 51,085.00</b>	<b>\$ 652,920.00</b>
20							

2020 CONCRETE PROGRAM COST SUMMARY

	A	B
	ACCOUNT NO. AND DESCRIPTION	BUDGET ALLOCATION
24	25-35-4380 SIDEWALK PROGRAM	\$ 112,750.00
25	25-35-4380 SIDEWALK PROGRAM-ADA	\$ 28,500.00
26		
27	25-35-4383 CURB AND GUTTER	\$ 395,850.00
	25-35-4383 CURB AND GUTTER CONTINGENCY	\$ 20,735.00
28	25-35-4383 67TH STREET SPECIAL CURB AND GUTTER	\$ 19,000.00
29	25-35-4383 APRON REMOVAL AND REPLACEMENT-PW PROJECTS CURB AND GUTTER RELATED	\$ 15,000.00
30	25-35-4383 APRON SEALER-PW PROJECTS-	\$ 10,000.00
31	<b>TOTAL</b>	<b>\$ 601,835.00</b>
32	<b>23-35-4383 BUDGET</b>	<b>\$ 601,835.00</b>
33		
34	02-50-4231-MAINT WATER SYSTEM-FLATWORK SIDEWALK	\$ 5,350.00
35	02-50-4231-MAINT WATER SYSTEM-FLATWORK APRON	\$ 25,000.00
36	02-50-4231-MAINT WATER SYSTEM-FLATWORK CURB & GUTTER	\$ 20,735.00
37	<b>SUB TOTAL</b>	<b>\$ 51,085.00</b>
38	<b>BUDGET</b>	<b>\$ 51,085.00</b>
39	<b>TOTAL PROGRAM COST</b>	<b>\$ 652,920.00</b>

MEMO

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

SEALED BID: 2020 Concrete Program

OPENING DATE/TIME: January 2, 2020 @ 9:30 a.m.

ITEM	DESCRIPTION	Quantity - Maximum Proposed	Suburban Concrete Inc.		D'Land Construction LLC		Schroeder & Schroeder Inc.		Globe Construction		A Lamp Concrete Contractors, Inc.		Whiteline Construction, Inc.		Davis Concrete Construction, Co.	
			bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond	bid bond		
1	PCC-Sidewalk in place	17,500-22,500	\$ 5.50	\$ 123,750.00	\$ 7.50	\$ 168,750.00	\$ 7.95	\$ 178,875.00	\$ 6.40	\$ 144,000.00	\$ 9.50	\$ 213,750.00	\$ 7.50	\$ 168,750.00	\$ 8.10	\$ 182,250.00
2	PCC-Sidewalk in place-ADA	700-1,000	\$ 19.00	\$ 19,000.00	\$ 30.00	\$ 30,000.00	\$ 32.00	\$ 32,000.00	\$ 8.80	\$ 8,800.00	\$ 25.00	\$ 25,000.00	\$ 11.00	\$ 11,000.00	\$ 38.00	\$ 38,000.00
3	PCC-Driveway Apron	2,000-10,500	\$ 4.00	\$ 42,000.00	\$ 8.75	\$ 91,875.00	\$ 8.50	\$ 89,250.00	\$ 6.40	\$ 67,200.00	\$ 12.50	\$ 131,250.00	\$ 9.00	\$ 94,500.00	\$ 9.10	\$ 95,550.00
3A	PCC-Driveway Apron w/fiber mesh	2000-15,500	\$ 6.00	\$ 93,000.00	\$ 9.50	\$ 147,250.00	\$ 8.95	\$ 138,725.00	\$ 6.50	\$ 100,750.00	\$ 13.00	\$ 201,500.00	\$ 9.50	\$ 147,250.00	\$ 9.50	\$ 147,250.00
4	PCC Curb & Gutter w/concrete grout (CLSM)	21,500-27,500	\$ 18.85	\$ 518,375.00	\$ 30.00	\$ 825,000.00	\$ 23.50	\$ 646,250.00	\$ 29.00	\$ 797,500.00	\$ 28.00	\$ 770,000.00	\$ 32.00	\$ 880,000.00	\$ 28.95	\$ 796,125.00
4A	67th St special PCC curb & gutter & backfill	0-1000	\$ 19.00	\$ 19,000.00	\$ 45.00	\$ 45,000.00	\$ 32.50	\$ 32,500.00	\$ 34.80	\$ 34,800.00	\$ 35.00	\$ 35,000.00	\$ 35.00	\$ 35,000.00	\$ 28.95	\$ 28,950.00
5	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$ 12.00	\$ 12.00	\$ 20.00	\$ 20.00	\$ 8.50	\$ 8.50	\$ 9.00	\$ 9.00	\$ 15.00	\$ 15.00	\$ 9.25	\$ 9.25	\$ 9.50	\$ 9.50
6	Concrete sealer-apron	TBD	\$ 4.00	\$ 4.00	\$ 15.00	\$ 15.00	\$ 1.00	\$ 1.00	\$ 5.75	\$ 5.75	\$ 2.00	\$ 2.00	\$ 0.50	\$ 0.50	\$ 10.00	\$ 10.00
7	Concrete sealer-driveway	TBD	\$ 4.00	\$ 4.00	\$ 15.00	\$ 15.00	\$ 1.00	\$ 1.00	\$ 5.75	\$ 5.75	\$ 2.00	\$ 2.00	\$ 0.25	\$ 0.25	\$ 10.00	\$ 10.00
8	High Early Cement 7-Bag Mix	TBD	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 9.00	\$ 9.00	\$ 150.00	\$ 150.00	\$ 270.00	\$ 270.00	\$ 40.00	\$ 40.00
<b>TOTALS</b>				<b>\$ 815,345.00</b>		<b>\$ 1,308,175.00</b>		<b>\$ 1,117,760.50</b>		<b>\$ 1,153,079.50</b>		<b>\$ 1,376,669.00</b>		<b>\$ 1,336,780.00</b>		<b>\$ 1,288,194.50</b>





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

**A RESOLUTION APPROVING A CONTRACT FOR THE 2020 CONCRETE SIDEWALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM WITH SUBURBAN CONCRETE, INC., IN AN AMOUNT NOT TO EXCEED \$652,920.00 AND TO WAIVE THE RESIDENTIAL \$75.00 PERMIT FEE APPLICATION FOR CONCRETE WORK**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2020 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete, Inc. in an amount not to exceed \$652,920.00, attached hereto as "[Exhibit A](#)".

**SECTION 2:** The \$75.00 permit fee is waived for residents who participate in the program.

**SECTION 3:** 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 16<sup>th</sup> day of March, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16<sup>th</sup> day of March, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

### Schedule of Prices for:

#### SUMMARY SCHEDULE

All bids shall be sealed and returned prior to the bid opening at 9:30 a.m. on Thursday, January 2, 2020 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

NO.	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	PCC-SIDEWALK IN PLACE	17,500-22,500	SQUARE FOOT	22,500 X Unit Cost	5.50	123,750.00
2.	PCC-SIDEWALK IN PLACE-ADA	700-1000	SQUARE FOOT	1000 X Unit Cost	19.00	19,000.00
3.	PCC-DRIVE WAY APRON	2,000-10,500	SQUARE FOOT	10,500 X Unit Cost	4.00	42,000.00
3A.	PCC-DRIVE WAY APRON WITH FIBER MESH	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	6.00	93,000.00
4.	PCC CURB AND GUTTER - WITH CONCRETE GROUT (CLSM)	21,000-27,500	LINEAL FOOT	27,500 X Unit Cost	18.85	518,375.00
4 A.	67 <sup>TH</sup> STREET SPECIAL PCC CURB AND GUTTER AND BACKFILL	0-1000	LINEAL FOOT	1000 X Unit Cost	19.00	19,000.00
5.	DRIVEWAY CONCRETE WITH WIRE MESH OR FIBER MESH CONCRETE MIX	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	12.00	12.00
6.	CONCRETE SEALER - APRON	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.00	4.00
7.	CONCRETE SEALER - DRIVEWAY	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.00	4.00
8.	HIGH EARLY CEMENT 7-BAG MIX	TO BE DETERMINED	CUBIC YARD	1 X Unit Cost	200.00	200.00
9.	<b>TOTAL PROJECT COST</b>					

Total Project Cost in written form: Eight Hundred Fifteen Thousand Three Hundred Forty Five

Below, please find an item description of the abovementioned:

815,345.00

- 1 - This item will include the following:
  - Removal of existing concrete sidewalk with a GRAD ALL
  - Placement of forms shall consist of slip-forms
  - Placement and finishing of the concrete sidewalk
  - Unit of measurement for pay item is per square foot
  - Sidewalk thickness shall be at 4-inches, except through the driveway which shall be at 5-inches.
  
- 2 - This item will include the following:
  - Removal of existing concrete sidewalk with a GRAD ALL
  - Placement and finishing of the concrete sidewalk to comply with the American with Disabilities Act for depressing sidewalk at intersections as requested. The

**VENDOR INFORMATION**

The Contract shall begin on May 1, 2020 and be in effect until April 30, 2021.

**TO BE COMPLETED BY VENDOR**

COMPANYNAME: SUBURBAN CONCRETE INC.

CONTACT PERSON: PHU HENRY

ADDRESS: 21227 W COMMERCIAL DR STE B

CITY, STATE, ZIP CODE: MUNDELEIN IL 60060

TELEPHONE NUMBER: Office 847-837-8805 Mobile 847-833-2046

FACSIMILE NUMBER: 847-837-8827

E-MAIL ADDRESS: SUBURBANCONCRETE@COMCAST.NET

AUTHORIZED SIGNATURE: 

**CITY OF DARIEN**

**CONTRACT**

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

**WITNESSETH**

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the CITY
- Certificates of insurance
- Performance and Payment Bonds as may be required by the CITY

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

**Unit Pricing for the 2020 Sidewalk/Driveway/Apron and Curb and Gutter Concrete Replacement Program**

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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

**AGENDA MEMO**  
**City Council**  
**March 16, 2020**

**ISSUE STATEMENT**

A resolution rejecting all bids for the Roadside Ditch Maintenance Program for the City of Darien for the layout and replacement of storm sewer pipes and structures and grading.

**RESOLUTION**

**BACKGROUND**

*Update*

*The Municipal Services Committee recommended further discussion of this item at the 2020 Administrative/Finance Committee-of-the-Whole budget meeting.*

*The Administrative/Finance Committee-of-the-Whole discussed this item and did not approve inclusion for the 2020-2021 budget.*

The proposed are the FY 2020-21 neighborhood drainage projects:

	<b><u>Construction</u></b>	<b><u>Project Cost</u></b>
1. Bentley Ave – 73 <sup>rd</sup> St to Tennessee Ave	\$ 122,040.00	\$ 372,546.00
2. Andrus Rd – Frontage Road	\$ 49,505.00	\$ 112,121.00
3. Eleanor Pl – Elm St to Route 83	<u>\$ 117,184.00</u>	<u>\$ 384,000.00</u>
Base Bid Total	\$ 288,729.00	\$ 868,667.00

**ALTERNATES-PENDING BUDGET DISCUSSIONS**

A1. Sawmill Creek – 74th St to Janet Ave	\$ 159,791.00	\$ 550,000.00
<b>Total Base and Alternate Costs</b>	<b>\$ 448,520.00</b>	<b>\$1,418,667.00</b>

Below is a narrative of the projects:

**Bentley Avenue - 73<sup>rd</sup> Street to Tennessee Ave** within the right of way ditches does not allow the conveyance of storm water to flow downstream. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary, and approximately 1,200 lineal feet of ditch regrading. The project goal is to allow storm water to flow from the summits as determined to downstream basins or existing downstream ditches or creeks. The project goal is to allow storm water to flow at the optimal level.

**Andrus Road to Frontage Road** do not allow the conveyance of storm water to Frontage Road. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary or existing, and approximately 1,200 lineal feet of ditch line regrading. The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks. The project goal is to allow storm water to flow at the optimal level to the respective tributaries.

**Eleanor Place - Elm to 74th Street to Route 83** within the western and eastern right of way ditch do not allow the conveyance of storm water to flow to Holly Avenue, or 69th Street. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary or existing, and approximately 4,000 lineal feet of ditch line regrading.



The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks. The project goal is to allow storm water to flow at the optimal level.

The following neighborhood drainage project is an Alternate and will not be reviewed for the FY 2020-21 Budget:

**Sawmill Creek – 74<sup>th</sup> Street to Janet Avenue**

Residents adjacent to these projects have requested that the City address standing water in the ditches fronting their residences. The scope of work under the proposed contract would include the removal and replacement of culverts, removal and installation of inlets as required, ditch regrading, and bank stabilization and preparation for landscape restoration. All materials and outsourcing for landscaping, bituminous surface, concrete, testing, trucking and tipping and transfer fees are under separate agenda memos.

Staff received three (3) sealed bids on January 23, 2020. See [Attachment A](#). The bid tabulation includes three (3) base bids and one (1) alternative. The lowest bidder was Bisping Construction Company, Inc. The final projects will be determined by the City Council upon Budget Hearings.

[Attachment B](#) summarizes the total cost for each project and includes materials, additional services and the proposed bid costs for the 2020 Neighborhood Drainage Program.

The proposed contract with Bisping Construction Company, Inc. includes the following:

- A. Field Layout
- B. Removal and Placement of Deteriorated Pipes
- C. Removal and Placement of Inlets, Catch Basins and Grates
- D. Ditch Regrading

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommended further discussion of this item at the 2020 Administrative/Finance Committee-of-the-Whole budget meeting.

The Administrative/Finance Committee-of the-Whole discussed this item and did not approve inclusion for the 2020-2021 budget.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 16, 2020 City Council agenda for formal approval.



City of Darien bid opening  
 City Hall conference room  
 1/23/20 9:30 a.m.

**City of Darien  
 2020 Ditch Program Bid Results**

	<b>Scorpio Construction Corporation</b>	<b>Misfits Construction Company</b>	<b>Bisping Construction Company, Inc.</b>
<b>Base Bid</b>			
<i>Bentley Ave</i>	\$ 132,000.00	\$ 128,870.00	\$ 122,040.00
<i>Andrus Rd</i>	\$ 62,270.00	\$ 66,760.00	\$ 49,505.00
<i>Eleanor Pl</i>	\$ 153,800.00	\$ 136,700.00	\$ 117,184.00
<b>Total Base Bid</b>	<b>\$ 348,070.00</b>	<b>\$ 332,330.00</b>	<b>\$ 288,729.00</b>
<b>Alternates Bid</b>			
<i>Sawmill Creek</i>	\$ 224,550.00	\$ 238,000.00	\$ 159,791.00
<b>Total Alternates Bid</b>	<b>\$ 224,550.00</b>	<b>\$ 238,000.00</b>	<b>\$ 159,791.00</b>
<b>Total Bid</b>	<b>\$ 572,620.00</b>	<b>\$ 570,330.00</b>	<b>\$ 448,520.00</b>

\$ 572,800.00  
 as read - math errors

\$ 432,052.00  
 as read - math errors



JOB LOCATION		Andrus Rd - Frontage to Limit			
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 8.75	\$ -	-
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.75	\$ -	-
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.00	\$ -	-
12-inch S&S 2241	0	LINEAL FT	\$ 10.75	\$ -	-
15-inch S&S 2241	0	LINEAL FT	\$ 21.25	\$ -	-
12-INCH HDPE	500	LINEAL FT	\$ 4.69	\$ 2,345.00	-
15-INCH HDPE	250	LINEAL FT	\$ 6.46	\$ 1,615.00	-
18-INCH HDPE	0	LINEAL FT	\$ 8.90	\$ -	-
24-INCH HDPE	0	LINEAL FT	\$ 15.40	\$ -	-
36-INCH HDPE	0	LINEAL FT	\$ 35.00	\$ -	-
TEES 30 X 12	0		\$ 200.00	\$ -	-
36-INCH RCP	0	LINEAL FT	\$ 40.00	\$ -	-
12-INCH BAND	0	EACH	\$ 10.00	\$ -	-
15-INCH BAND	0	EACH	\$ 16.50	\$ -	-
18-INCH BAND	0	EACH	\$ 18.00	\$ -	-
4-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 1.08	\$ -	-
6-INCH HDPE PIPE WITH SOCK	100	LINEAL FT	\$ 2.65	\$ 265.00	-
12x12 GARDEN INLETS	4	EACH	\$ 85.00	\$ 340.00	-
BEEHIVE GRATE NEENAH R-4340-B	0	EACH	\$ 130.96	\$ -	-
2 X 18 INLET	0	EACH	\$ 71.75	\$ -	-
2 X 24 INLET	0	EACH	\$ 76.50	\$ -	-
2 X 30 INLET			\$ 76.50		-
2 X 36 INLET			\$ 86.40		-
2X36 CB OR INLET	2	EACH	\$ 86.40	\$ 172.80	-
4-FOOT MANHOLE WITH BOTTOM	1	EACH	\$ 3,500.00	\$ 3,500.00	-
12-18 INCH FLARED END SECTIONS WITH ANIMAL GRATES	2	EACH	\$ 125.00	\$ 250.00	-
CONCRETE DRIVEWAY	0	SQ FT	\$ 12.00	\$ -	-
TOTAL LENGTH (FT)=		LUMP SUM		\$ 5,000.00	-
WIDTH (FT)=	0				-
AREA (SF)=	0				-
CONCRETE SEALER	0		\$ 7.00	\$ -	-
BITUMINOUS DRIVEWAYS	0	SQ YD	\$ 57.00	\$ -	-
TOTAL LENGTH (FT)=	0		\$ -		-
WIDTH (FT)=	12				-
AREA (SY)=	0				-
BITUMINOUS STREET CROSSING SURFACE	27	SQ YD	\$ 70.00	\$ 1,890.00	-
TOTAL LENGTH (FT)=	40		\$ -		-
WIDTH (FT)=	6				-
AREA (SY)=	27				-
PAVER BRICK	0	SQ FT	\$ 18.00	\$ -	-
TOTAL LENGTH (FT)=	0				-
WIDTH (FT)=	0				-
AREA (SF)=	0		\$ -		-
TOP SOIL MATERIAL	24	CUBIC YARD	\$ 16.00	\$ 384.00	-
TOTAL LENGTH (FT)=	100		\$ -		-
WIDTH (FT)=	20		\$ -		-
AREA (CY)=	24		\$ -		-
TOP SOIL INSTALLED	237	CUBIC YARD	\$ 15.00	\$ 3,555.00	-
TOTAL LENGTH (FT)=	1000		\$ -		-
WIDTH (FT)=	20				-
AREA (CY)=	237				-
SOD INSTALLED	2222	SQUARE YARD	\$ 5.00	\$ 11,110.00	-
TOTAL LENGTH (FT)=	1000		\$ -		-
WIDTH (FT)=	20				-
AREA (SF)=	20000				-
STONE GRADE 8	114.54	TON	\$ 14.55	\$ 1,666.56	-
TOTAL LENGTH (FT)=	250		\$ -		-
WIDTH (FT)=	3		\$ -		-
AREA (SY)=	83		\$ -		-
STONE GRADE CA-7	184.23	TON	\$ 19.65	\$ 3,620.12	-
TOTAL LENGTH (FT)=	400		\$ -		-
WIDTH (FT)=	2		\$ -		-
AREA (SY)=	89		\$ -		-
			\$ -		-
			\$ -		-
DUMP FEES	56	PER LOAD	\$ 54.00	\$ 3,024.00	-
TOTAL LENGTH (FT)=	500		\$ -		-
WIDTH (FT)=	20		\$ -		-
AREA (CY)=	556		\$ -		-
			\$ -		-
			\$ -		-
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 110.00	\$ -	-
TOTAL LENGTH (FT)=	0		\$ -		-
WIDTH (FT)=	15				-
AREA (CY)=	0				-
TRUCKING	59	HOURLY	\$ 95.00	\$ 5,605.00	-
TRUCKING	0	LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TRUCKING		LOADS	\$ 95.00	\$ -	-
TREE REMOVAL	0.50	LUMP SUM	\$ 7,500.00	\$ 3,750.00	-
TREE REMOVAL	0.00	LUMP SUM	\$ -	\$ -	-
TRAFFIC CONTROL	0.50	LUMP SUM	\$ 2,000.00	\$ 1,000.00	-
SIDEYARD EASEMENT WORK	0	LUMP SUM	\$ -	\$ -	-
SUB-TOTAL COST				\$ 49,092.48	-
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC	\$ 2,454.62	EACH	5% of Subtotal	\$ 2,454.62	-
SUB-TOTAL COST				\$ 51,547.10	-
CONTRACT EXCAVATION-DITCH AREA	24.00	HOURLY	\$ 580.00	\$ 13,920.00	-
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 580.00	\$ -	-
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 580.00	\$ -	-
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 580.00	\$ -	-
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	400.00	LINEAL FOOT	\$ 16.00	\$ 6,400.00	-
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	650.00	LINEAL FOOT	\$ 33.00	\$ 21,450.00	-
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 33.00	\$ -	-
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS 36-INCH NON CONTRACT		LINEAL FOOT	\$ 110.00	\$ -	-
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS 36-INCH NON CONTRACT		LINEAL FOOT	\$ 110.00	\$ -	-
CONTRACT STRUCTURE REMOVAL	2.00	EACH	\$ 285.00	\$ 570.00	-
CONTRACT STRUCTURE REMOVAL		EACH	\$ 285.00	\$ -	-
CONTRACT STRUCTURE REMOVAL		EACH	\$ 285.00	\$ -	-
4-6-INCH CORRUGATED PIPE	100.00	LINEAL FOOT	\$ 20.00	\$ 2,000.00	-
4-6-INCH CORRUGATED PIPE		LINEAL FOOT	\$ 20.00	\$ -	-
4-6-INCH CORRUGATED PIPE		LINEAL FOOT	\$ 20.00	\$ -	-
CONTRACT STRUCTURE INSTALL	5.00	EACH	\$ 550.00	\$ 2,750.00	-
CONTRACT STRUCTURE INSTALL		EACH	\$ 550.00	\$ -	-
CONTRACT STRUCTURE INSTALL		EACH	\$ 550.00	\$ -	-
INSTALL 12X12 INLET BOXES	4.00	EACH	\$ 164.00	\$ 656.00	-
FLARED END SECTIONS	2.00	EACH	\$ 328.00	\$ 656.00	-
LAYOUT	8.00	HOURLY	\$ 236.00	\$ 1,888.00	-
OUTSOURCE COST				\$ 50,290.00	-
SUB-TOTAL COST				\$ 101,837.10	-
CONTINGENCY	1	LUMP SUM	10%	\$ 10,183.71	-
TOTAL COST				\$ 112,020.81	-
TOTAL COST				\$ 112,020.81	-
DIFFERENCE					-
<b>TOTAL ESTIMATE-BUDGET</b>					<b>112,020.81</b>

JOB LOCATION		Eleanor Place-Elm to 74th Street to Route 83					
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 8.75	\$ -	-	\$ -	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.75	\$ -	-	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.00	\$ -	-	\$ -	
12.inch Sdr26 2241	500	LINEAL FT	\$ 10.75	\$ 5,375.00		\$ -	
15.inch Sdr26 2241	0	LINEAL FT	\$ 21.25	\$ -	-	\$ -	
12-INCH HDPE	1000	LINEAL FT	\$ 4.69	\$ 4,690.00		\$ -	
15-INCH HDPE	500	LINEAL FT	\$ 6.46	\$ 3,230.00		\$ -	
18-INCH HDPE	0	LINEAL FT	\$ 8.90	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 15.40	\$ -	-	\$ -	
36-INCH HDPE	0	LINEAL FT	\$ 35.00	\$ -	-	\$ -	
TEES 30 X 12	0		\$ 200.00	\$ -	-	\$ -	
36-INCH RCP	0	LINEAL FT	\$ 40.00	\$ -	-	\$ -	
12-INCH BAND	0	EACH	\$ 10.00	\$ -	-	\$ -	
15-INCH BAND	0	EACH	\$ 16.50	\$ -	-	\$ -	
18-INCH BAND	0	EACH	\$ 18.00	\$ -	-	\$ -	
4-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 1.08	\$ -	-	\$ -	
6-INCH HDPE PIPE WITH SOCK	100	LINEAL FT	\$ 2.65	\$ 265.00		\$ -	
12x12 GARDEN INLETS	10	EACH	\$ 85.00	\$ 850.00		\$ -	
BEEHIVE GRATE NEENAH R-430-B	0	EACH	\$ 130.96	\$ -	-	\$ -	
2 X 18 INLET	0	EACH	\$ 71.75	\$ -	-	\$ -	
2 X 24 INLET	0	EACH	\$ 76.50	\$ -	-	\$ -	
2 X 30 INLET			\$ 76.50	\$ -	-	\$ -	
2 X 36 INLET			\$ 86.40	\$ -	-	\$ -	
2X36 CB OR INLET	20	EACH	\$ 86.40	\$ 1,728.00		\$ -	
4-FOOT MANHOLE WITH BOTTOM	2	EACH	\$ 3,500.00	\$ 7,000.00		\$ -	
12-18 INCH FLARED END SECTIONS WITH ANIMAL GRATES	5	EACH	\$ 125.00	\$ 625.00		\$ -	
CONCRETE DRIVEWAY	100	SQ FT	\$ 12.00	\$ 1,200.00		\$ -	
TOTAL LENGTH (FT)=		LUMP SUM		\$ 5,000.00		\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SF)=	0					\$ -	
CONCRETE SEALER	100		\$ 7.00	\$ 700.00		\$ -	
BITUMINOUS DRIVEWAYS	267	SQ YD	\$ 57.00	\$ 15,219.00		\$ -	
TOTAL LENGTH (FT)=	200					\$ -	
WIDTH (FT)=	12					\$ -	
AREA (SY)=	267					\$ -	
BITUMINOUS STREET CROSSING SURFACE	33	SQ YD	\$ 70.00	\$ 2,310.00		\$ -	
TOTAL LENGTH (FT)=	50					\$ -	
WIDTH (FT)=	6					\$ -	
AREA (SY)=	33					\$ -	
PAVER BRICK	0	SQ FT	\$ 18.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SF)=	0					\$ -	
TOP SOIL MATERIAL	948	CUBIC YARD	\$ 16.00	\$ 15,168.00		\$ -	
TOTAL LENGTH (FT)=	4000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (CY)=	948					\$ -	
TOP SOIL-INSTALLED	948	CUBIC YARD	\$ 15.00	\$ 14,220.00		\$ -	
TOTAL LENGTH (FT)=	4000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (CY)=	948					\$ -	
SOD-INSTALLED	8889	SQUARE YARD	\$ 5.00	\$ 44,445.00		\$ -	
TOTAL LENGTH (FT)=	4000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (SF)=	80000					\$ -	
STONE GRADE 8	459.54	TON	\$ 14.55	\$ 6,686.31		\$ -	
TOTAL LENGTH (FT)=	1000					\$ -	
WIDTH (FT)=	3					\$ -	
AREA (SY)=	333					\$ -	
STONE GRADE CA-7	919.08	TON	\$ 19.65	\$ 18,059.92		\$ -	
TOTAL LENGTH (FT)=	2000					\$ -	
WIDTH (FT)=	2					\$ -	
AREA (SY)=	444					\$ -	
						\$ -	
						\$ -	
DUMP FEES	444	PER LOAD	\$ 54.00	\$ 23,976.00		\$ -	
TOTAL LENGTH (FT)=	4000					\$ -	
WIDTH (FT)=	20					\$ -	
AREA (CY)=	4444					\$ -	
						\$ -	
						\$ -	
						\$ -	
DUMP FEES-SOD CONTAMINATED SPOOLS	13	PER LOAD	\$ 110.00	\$ 1,430.00		\$ -	
TOTAL LENGTH (FT)=	2000					\$ -	
WIDTH (FT)=	15					\$ -	
AREA (CY)=	1667					\$ -	
TRUCKING	468	HOURLY	\$ 95.00	\$ 44,460.00		\$ -	
TRUCKING	0	LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TRUCKING		LOADS	\$ 95.00	\$ -	-	\$ -	
TREE REMOVAL	0.50	LUMP SUM	\$ 7,500.00	\$ 3,750.00		\$ -	
TREE REMOVAL	0.00	LUMP SUM	\$ -	\$ -	-	\$ -	
TRAFFIC CONTROL	1	LUMP SUM	\$ 2,000.00	\$ 2,000.00		\$ -	
SIDEYARD EASEMENT WORK	0	LUMP SUM	\$ -	\$ -	-	\$ -	
SUB-TOTAL COST				\$ 222,387.23		\$ -	
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC	\$ 11,119.36	EACH	5% of Subtotal	\$ 11,119.36		\$ -	
SUB-TOTAL COST				\$ 233,506.59		\$ -	
CONTRACT EXCAVATION-DITCH AREA	80.00	HOURLY	\$ 466.00	\$ 37,280.00		\$ -	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-	\$ -	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-	\$ -	
CONTRACT EXCAVATION-DITCH AREA		HOURLY	\$ 466.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	700.00	LINEAL FOOT	\$ 16.00	\$ 11,200.00		\$ -	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 16.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	1,500.00	LINEAL FOOT	\$ 33.00	\$ 49,500.00		\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS		LINEAL FOOT	\$ 33.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS 36-INCH NON CONTRACT		LINEAL FOOT	\$ 110.00	\$ -	-	\$ -	
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS 36-INCH NON CONTRACT		LINEAL FOOT	\$ 110.00	\$ -	-	\$ -	
CONTRACT STRUCTURE REMOVAL	10.00	EACH	\$ 197.00	\$ 1,970.00		\$ -	
CONTRACT STRUCTURE REMOVAL	-	EACH	\$ 197.00	\$ -	-	\$ -	
CONTRACT STRUCTURE REMOVAL	-	EACH	\$ 197.00	\$ -	-	\$ -	
4-6-INCH CORRUGATED PIPE	100.00	LINEAL FOOT	\$ 20.00	\$ 2,000.00		\$ -	
4-6-INCH CORRUGATED PIPE	-	LINEAL FOOT	\$ 20.00	\$ -	-	\$ -	
4-6-INCH CORRUGATED PIPE	-	LINEAL FOOT	\$ 20.00	\$ -	-	\$ -	
CONTRACT STRUCTURE INSTALL	20.00	EACH	\$ 426.00	\$ 8,520.00		\$ -	
CONTRACT STRUCTURE INSTALL	-	EACH	\$ 426.00	\$ -	-	\$ -	
CONTRACT STRUCTURE INSTALL	-	EACH	\$ 426.00	\$ -	-	\$ -	
INSTALL 12X12 INLET BOXES	10.00	EACH	\$ 197.00	\$ 1,970.00		\$ -	
FLARED END SECTIONS	2.00	EACH	\$ 231.00	\$ 462.00		\$ -	
LAYOUT	12.00	HOURLY	\$ 236.00	\$ 2,832.00		\$ -	
OUTSOURCE COST				\$ 115,734.00		\$ -	
SUB-TOTAL COST				\$ 349,240.59		\$ -	
CONTINGENCY	1	LUMP SUM	10%	\$ 34,924.06		\$ -	
TOTAL COST				\$ 384,164.65		\$ -	
TOTAL COST				\$ 384,164.65		\$ -	
DIFFERENCE						\$ -	
<b>TOTAL ESTIMATE-BUDGET</b>						<b>384,164.65</b>	

JOB LOCATION	Sawmill Creek 75th to Plainfield Rd East Leg					
	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 8.75	\$ -	-	\$ -
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 11.75	\$ -	-	\$ -
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.00	\$ -	-	\$ -
12-inch Sdr26 2241	0	LINEAL FT	\$ 10.80	\$ -	-	\$ -
16-inch Sdr26 2241	0	LINEAL FT	\$ 21.25	\$ -	-	\$ -
12-INCH HDPE	200	LINEAL FT	\$ 4.69	\$ 938.00	-	\$ -
15-INCH HDPE	2500	LINEAL FT	\$ 6.46	\$ 16,150.00	-	\$ -
18-INCH HDPE	0	LINEAL FT	\$ 8.90	\$ -	-	\$ -
12-INCH BAND	0	EACH	\$ 10.00	\$ 7.00	-	\$ -
15-INCH BAND	0	EACH	\$ 16.50	\$ -	-	\$ -
18-INCH BAND	0	EACH	\$ 18.00	\$ -	-	\$ -
4-INCH HDPE PIPE WITH SOCK	100	LINEAL FT	\$ 1.08	\$ 108.00	-	\$ -
6-INCH HDPE PIPE WITH SOCK	0	LINEAL FT	\$ 2.65	\$ -	-	\$ -
12x12 GARDEN INLETS	4	EACH	\$ 85.00	\$ 340.00	-	\$ -
BEEHIVE GRATE NEENAH R-4340-B	25	EACH	\$ 130.96	\$ 3,274.00	-	\$ -
2 X 24 INLET	0	EACH	\$ 76.50	\$ -	-	\$ -
2 X 30 INLET			\$ 76.50		-	\$ -
2 X 36 INLET			\$ 86.40		-	\$ -
2X36 CB OR INLET	0	EACH	\$ 86.40	\$ -	-	\$ -
4-FOOT MANHOLE WITH BOTTOM	25	EACH	\$ 1,650.00	\$ 41,250.00	-	\$ -
12-18 INCH FLARED END SECTIONSWITH ANIMAL GRATES	0	EACH	\$ 100.00	\$ -	-	\$ -
CONCRETE CURB AND GUTTER	200	EACH	\$ -	\$ -	-	\$ -
CONCRETE DRIVEWAY	3,000	SQ FT	\$ 30.00	\$ -	-	\$ -
TOTAL LENGTH (FT)=	200					\$ -
WIDTH (FT)=	15					\$ -
AREA (SF)=	3000		\$ 30.00			\$ -
CONCRETE SEALER	0		\$ -	\$ -	-	\$ -
BITUMINOUS DRIVEWAYS	100	SQ YD	\$ -	\$ -	-	\$ -
TOTAL LENGTH (FT)=	15					\$ -
WIDTH (FT)=	60					\$ -
AREA (SY)=	100		\$ 59.00			\$ -
BITUMINOUS STREET CROSSING-SURFACE	1,000	SQ YD	\$ 70.00	\$ 70,000.00	-	\$ -
TOTAL LENGTH (FT)=	300					\$ -
WIDTH (FT)=	30					\$ -
AREA (SY)=	1000					\$ -
PAVER BRICK	0	SQ FT	\$ -	\$ -	-	\$ -
TOTAL LENGTH (FT)=	0					\$ -
WIDTH (FT)=	0		\$ -			\$ -
AREA (SF)=	0		\$ -			\$ -
TOP SOIL-MATERIAL	1778	CUBIC YARD	\$ 15.00	\$ 26,670.00	-	\$ -
TOTAL LENGTH (FT)=	3000		\$ -			\$ -
WIDTH (FT)=	50					\$ -
AREA (CY)=	1778		\$ -			\$ -
TOP SOIL-INSTALLED	694	CUBIC YARD	\$ 15.00	\$ 10,410.00	-	\$ -
TOTAL LENGTH (FT)=	3000					\$ -
WIDTH (FT)=	50					\$ -
AREA (CY)=	694		\$ -			\$ -
SOD-INSTALLED	16667	SQUARE YARD	\$ 5.00	\$ 83,335.00	-	\$ -
TOTAL LENGTH (FT)=	3000					\$ -
WIDTH (FT)=	50					\$ -
AREA (SF)=	150000		\$ -			\$ -
STONE GRADE 8	2300.46	TON	\$ -	\$ -	-	\$ -
TOTAL LENGTH (FT)=	3000					\$ -
WIDTH (FT)=	5					\$ -
AREA (SY)=	1667					\$ -
STONE GRADE CA-7	2070	TON	\$ 19.65	\$ 40,675.50	-	\$ -
TOTAL LENGTH (FT)=	3000					\$ -
WIDTH (FT)=	3					\$ -
AREA (SY)=	1000		\$ -			\$ -
DUMP FEES	333	PER LOAD	\$ 54.00	\$ 17,982.00	-	\$ -
TOTAL LENGTH (FT)=	3000					\$ -
WIDTH (FT)=	20					\$ -
AREA (CY)=	3333		\$ -			\$ -
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 110.00	\$ -	-	\$ -
TOTAL LENGTH (FT)=	0					\$ -
WIDTH (FT)=	0					\$ -
AREA (CY)=	0		\$ -			\$ -
TRUCKING	526	HOURLY	\$ 92.00	\$ 48,392.00	-	\$ -
TOTAL LENGTH (FT)=			\$ -			\$ -
WIDTH (FT)=			\$ -			\$ -
AREA (CY)=			\$ -			\$ -
TREE REMOVAL	1	LUMP SUM	\$ 20,000.00	\$ 20,000.00	-	\$ -
SIDEYARD EASEMENT WORK	1	LUMP SUM	\$ 5,000.00	\$ 5,000.00	-	\$ -
SUB-TOTAL COST				\$ 384,531.50		\$ -
MISC-BRICK/ ADJ RINGS MORTAR MASTIC	\$ 19,226.58	EACH	10% of Subtotal	\$ 19,226.58	-	\$ -
SUB-TOTAL COST				\$ 403,758.08		\$ -
CONTRACT EXCAVATION-DITCH AREA	100.00	HOURLY	\$ 466.00	\$ 46,600.00		\$ -
CONTRACT EXCAVATION PER FOOT-REMOVAL OF PIPE-OR DRIVEWAYS	2,000.00	LINEAL FOOT	\$ 16.00	\$ 32,000.00		\$ -
CONTRACT EXCAVATION PER FOOT-INSTALLATION OF PIPE-OR DRIVEWAYS	2,000.00	LINEAL FOOT	\$ 33.00	\$ 66,000.00		\$ -
CONTRACT STRUCTURE REMOVAL	5.00	EACH	\$ 342.00	\$ 1,710.00		\$ -
4-6-INCH CORRUGATED PIPE	200.00	LINEAL FOOT	\$ 16.00	\$ 3,200.00		\$ -
CONTRACT STRUCTURE INSTALL	30.00	EACH	\$ 420.00	\$ 12,600.00		\$ -
INSTALL 12X12 INLET BOXES	15.00	EACH	\$ 215.00	\$ 3,225.00		\$ -
FLARED END SECTIONS	-	EACH	\$ 300.00	\$ -		\$ -
LAYOUT	16.00	HOURLY	\$ 236.00	\$ 3,776.00		\$ -
OUTSOURCE COST				\$ 169,111.00		\$ -
SUB TOTAL COST				\$ 572,869.08		\$ -
CONTINGENCY	1	LUMP SUM	5%	\$ 28,643.45		\$ -
TOTAL COST				\$ 601,512.53		\$ -
DIFFERENCE						\$ 550,000.00
<b>TOTAL ESTIMATE-BUDGET</b>						<b>\$ 550,000.00</b>
4 Phases 1st Phase Cost					2,200,000.00	\$ -



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

**A RESOLUTION TO REJECT ALL BIDS FOR THE 2020 ROADSIDE DITCH MAINTENANCE PROGRAM FOR THE CITY OF DARIEN FOR THE LAYOUT AND REPLACEMENT OF STORM SEWER PIPES AND STRUCTURES AND GRADING**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to reject all bids for the 2020 Roadside Ditch Maintenance Program for the City of Darien for the layout and replacement of storm sewer pipes and structures and grading and is by this reference expressly incorporated herein.

**SECTION 3:** 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 16<sup>th</sup> day of March, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16<sup>th</sup> day of March, 2020.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**March 16, 2020**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to execute a contract extension with Denler Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program.

**RESOLUTION**

**BACKGROUND/HISTORY**

The FY 20/21 Budget includes funds for the 2020 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligating). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs are greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ½” and a width of approximately 3”. Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

Last year the City of Darien teamed up with local public agencies which included Burr Ridge, Downers Grove, DuPage County, Elmhurst, Lombard, Villa Park, West Chicago, Wheaton, and Woodridge and solicited competitive bids, collectively. Attached and labeled as [Attachment A](#) are the bid results from the bid opening held by the Village of Woodridge on March 21, 2019. This would be the first extension of a two (2) year option.

[Attachment B](#) is the list of roads scheduled for this year’s program. Denler Incorporated has completed crack filling in the past with satisfactory work.

The proposed Crack Sealing Program would be funded from the following FY20-21 Budget:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 20-21 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>PROPOSED BALANCE</b>
25-35-4382	CRACK FILL PROGRAM	\$ 189,238.63	\$ 189,238.63	\$0

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the proposed resolution.

**ALTERNATE CONSIDERATION**

Not approving this item at this time.

**DECISION MODE**

This item will be placed on the March 16, 2020 City Council agenda for formal approval.



**PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES**  
**PROJECT NO.: 2019-07**

**DATE:**  
**TIME:**  
**TABULATED BY:**

3/21/2019  
 10:00 A.M.  
 BWT

NO	ITEM	QUAN	UNIT	ENGINEER'S ESTIMATE		Denler, Inc. 19148 S. 104th Avenue Mokena, IL 60448		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	106,400	LB	\$ 1.27	\$ 135,128.00	\$ 1.24	\$ 131,936.00	\$ 1.27	\$ 135,128.00
B	Crack and Joint Sealing PCC Pavement		LB	\$ <del>2.61</del>	\$ -----	\$ 2.47	\$ -----	\$ 2.00	\$ -----
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	9,880	LB	\$ <del>1.35</del>	\$ 13,338.00	\$ 1.22	\$ 12,053.60	\$ 1.17	\$ 11,559.60
D	Seal Coat Bike Path		SY	\$ <del>0.92</del>	\$ -----	\$ 0.67	\$ -----	\$ 0.90	\$ -----
E	Seal Coat Parking Lot	5,648	SY	\$ <del>0.85</del>	\$ 4,800.80	\$ 0.72	\$ 4,066.56	\$ 0.87	\$ 4,913.76
F	Parking Lot Paint Pavement Marking - Line 4"	1,600	FT	\$ <del>0.23</del>	\$ 368.00	\$ 0.24	\$ 384.00	\$ 0.25	\$ 400.00
G	Parking Lot Paint Pavement Marking - Letters & Symbols	400	SF	\$ <del>2.15</del>	\$ 315.00	\$ 3.80	\$ 380.00	\$ 3.00	\$ 300.00
H	Traffic Control and Protection - DuPage County		LSUM	\$ <del>2,833.33</del>	\$ -----	\$ 1,000.00	\$ -----	\$ 500.00	\$ -----
	<b>TOTAL BID</b>				AS READ: AS CORRECTED: \$ 153,949.80		\$ 148,820.16		\$ 152,301.36

**CITY OF DARIEN 2019 PROGRAM - CRACK SEALING WITH AWARDED VENDOR**

NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	152,612	LB	N/A	N/A	\$ 1.24	\$ 189,238.63	\$1.24	\$ 189,238.63
B	Fiber-Asphalt Crack Sealing Asphalt Pavement	0	LB			\$ 1.22	\$ -		
	<b>TOTAL</b>						\$ 189,238.63		



## 2020 Crack Fill Program

2020 Crack Fill	Location	Road Length
Peony	High - Brookbank	660
Holly ave	High - Brookbank	1,660
Brookbank ave	69th - Holly	1,150
High Rd	67th - Crest	3,000
Tall Pines rd	Cass - 67th	2,500
Bavarian Ln	Tall Pines - limit	780
Western	67th - N Limit	600
Sean Circle	67th - 67th	850
72nd	Richmond - Tennessee	2,000
Woodland Dr	Frontage - Limit	600
Gail Ave	79th - Linden	1,240
79th	Cass - Sawyer	4,160
Darien Club Dr	Cass - Fairview	5,900
Clare Ct	Darien Club - Limit	400
Bantry Ct	Darien Club - Limit	400
Limerick Ct	Darien Club - Limit	400
Clover Ct	Darien Club - Limit	400
Sweetbriar Ln	Darien Club - Faairview	2,000
Hudson	71st - Limit	600
Walden Ln	71st - Richmond	1,320
Washington	71st Claremont	500
Wirth	71st - Gigi	1,460
Gigi	75th - Fairview	2,300
Richard rd	Gigi - 72nd	720
72nd	Richard - Gold Grove	800
Grant st	75th - Adams	1,000
Adams	75th Plainfield	1,500
Sequoia In	Adams - Williams	1,500
Redondo Ct	Redondo Ln - Limit	400
Manning Rd	Plainfield - Lyman	2,500
Brompton	Green Valley - Dartmouth	800
Dartmouth	Brunswick - Brompton	325
Carlton	Green Vally - Lyman	845
Aylesbury In	Walkfield -Cambridge	335
Cambridge Dr	Abbey - Green Valley	1,000
Cottage In	Manning - Manning	800
Brewer rd	Grandview - Beller	2,100
Alden	Burgress - Brewer	760
Burgress Pl	Drove - Limit	400
Meadow In	87th - Beller	1,200
Water Tower In	Beller - Sandalwood	400
Sandalwood	Hillside - Aster	600
83rd ct	Lemont rd - limit	400
Shannon Ct	Donegal - Limit	325
Carlisle	Frontage - Kimberly	1,000
Kentwood ct	Carlisle -Kmmberly	900
Pine Rd	Greenbriar - Limit	600
GreenBriar	Bailey - Grant rd	1,200
Lakeview	Bailey - Plainfield	3,800
Evergreen In	Frontage - Bailey	2,600
Total Feet		63,030

157,575

PDS per ft	1.90
Total Pounds Roadway Crack Fill Program	82,934

Curb Edge Crack Fill	Location	Road Length
Clarendon Hills Rd	71st - 75th	1000
71st Street	Clarendon Hills rd - Cass	5280
Beechnut Lane	Hinsbrook - Belair	1750
Tennessee Avenue	Plainfield - 72nd	980
Walnut Dr	Warwick - Farmingdale	2300
Park Ave	75th - 73rd	1200
Shelley Ct	Park - Limit	450
Carrol Ct	Park - Limit	450
77th St	Knott-Wlms	420
Hawthorne Pl	plainfield - Williams	330
Stevens St	plainfield - Williams	540
Parkview Dr	Beller - 83rd	1310
Hillside Ct	Hillside rd - Limit	300
Ripple Ridge Dr CDS	Ripple Ridge drive - limit	400
Spring Ct	Ripple Ridge drive - limit	300
Pine Parkway	Plainfield rd - Limit	1800
Summit Rd	71st - Clemens	2240
Total Feet		21,050

52,625.00

PDS per ft	1.90
Total Pounds Curb and Gutter Crack Fill Program	27,697

Total Pounds Roadway Crack Fill Program	82,934
Total Pounds Curb and Gutter Crack Fill Program	27,697
Total Combined Program (Pounds)	110,632

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT EXTENSION WITH DENLER, INC. IN AN AMOUNT NOT TO EXCEED \$189,238.63 FOR THE 2020 CRACK FILL PROGRAM**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a contract extension with Denler, Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of March, 2020.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 16<sup>th</sup> day of March, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**From:** [Tim Malone](#)  
**To:** [Dan Gombac](#)  
**Cc:** [Regina Kokkinis](#); [David Fell](#)  
**Subject:** Re: 2020 Crack Seal  
**Date:** Wednesday, January 15, 2020 8:36:50 AM

---

Good morning,

Yes all the 2020 pricing looks good..

Thanks.

Tim Malone

Denler, Inc

20502 S. Cherry Hill Road  
Joliet, IL 60433

708-479-5005 Office  
708-479-5015 Fax  
708-514-2735 Cell

On Tue, Jan 14, 2020, 11:55 AM Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)> wrote:

Tim,

Confirming pricing and quantities for 2020

Program	Unit Cost	Total Pounds	Cost
Crack Fill	\$ 1.24	152,611.80	\$ 189,238.63
Fiber Fill	\$ 1.22	9,880.00	\$ 12,053.60

Regina

For Committee in Jan or Feb

*Daniel Gombac*

*Director of Municipal Services*

*630-353-8106*

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

**DARIEN DIRECT CONNECT**

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

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

**SUBMISSION INFORMATION**

Village of Woodridge Public Works Department  
 One Plaza Drive  
 Woodridge, IL 60517

INVITATION # 2019-07  
 BID OPENING DATE: March 21, 2019  
 TIME: 10:00 A.M. Local Time  
 LOCATION: Village Hall

COPIES: One (1) original & ten (10) copies

**INVITATION TO BID CONTRACTOR INFORMATION**

Company Name: Denler, Inc.  
 Address: 20502 S. Cherry Hill Rd.  
 City, State, Zip Code: Joliet, IL 60432

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

**I. BASE BID ITEMS**

**A. CRACK SEALING ASPHALT PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	444,270	LB	\$ <u>1.19</u>	\$ <u>528,681.30</u>
2 Year 2 (optional)	398,100	LB	\$ <u>1.24</u>	\$ <u>493,644.-</u>
3 Year 3 (optional)	430,670	LB	\$ <u>1.30</u>	\$ <u>559,871.-</u>

**B. CRACK AND JOINT SEALING PCC PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	3,500	LB	\$ <u>2.40</u>	\$ <u>8400.-</u>
2 Year 2 (optional)	22,657	LB	\$ <u>2.47</u>	\$ <u>55,962.79</u>
3 Year 3 (optional)	3,500	LB	\$ <u>2.55</u>	\$ <u>8925.-</u>

**C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	162,880	LB	\$ <u>1.18</u>	\$ <u>192,198.40</u>
2 Year 2 (optional)	185,880	LB	\$ <u>1.22</u>	\$ <u>226,773.60</u>
3 Year 3 (optional)	161,880	LB	\$ <u>1.32</u>	\$ <u>213,681.60</u>

**D. SEAL COAT BIKE PATH**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Bike Path per the specifications identified herein- Year 1	0	SY	\$ <u>.72</u>	\$ <u>0.00</u>
2 Year 2 (optional)	15,100	SY	\$ <u>.67</u>	\$ <u>10,117.-</u>
3 Year 3 (optional)	12,500	SY	\$ <u>.72</u>	\$ <u>9,000.-</u>

**E. SEAL COAT PARKING LOT**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Parking Lot per the specifications identified herein- Year 1	7,648	SY	\$ <u>.93</u>	\$ <u>7,112.64</u>
2 Year 2 (optional)	284,012	SY	\$ <u>.72</u>	\$ <u>204,488.64</u>
3 Year 3 (optional)	21,100	SY	\$ <u>.70</u>	\$ <u>14,770.-</u>

**F. PARKING LOT PAINT PAVEMENT MARKING – LINE 4"**

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking – Line 4" per the specifications identified herein- Year 1	1,996	FT	\$ <u>.22</u>	\$ <u>439.12</u>
2 Year 2 (optional)	10,636	FT	\$ <u>.24</u>	\$ <u>2552.64</u>
3 Year 3 (optional)	3,396	FT	\$ <u>.26</u>	\$ <u>882.96</u>

G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Parking Lot Paint Pavement Marking – Letters & Symbols per the specifications Identified herein- Year 1	100	SF	\$ <u>3.65</u>	\$ <u>365.-</u>
2	Year 2 (optional)	500	SF	\$ <u>3.80</u>	\$ <u>1900.-</u>
3	Year 3 (optional)	200	SF	\$ <u>3.95</u>	\$ <u>790.-</u>

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Traffic Control and Protection – DuPage County- Year 1	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
2	Year 2 (optional)	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
3	Year 3 (optional)	1	LSUM	\$ <u>1500.-</u>	\$ <u>1500.-</u>

BASE BID – YEAR 1 TOTALS

\$ 738,196.46

I. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
DuPage County	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
City of Elmhurst	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Villa Park	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Woodridge	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %

J. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item	Unit	ADDITIONAL UNIT PRICE*
1 Seal Coat Parking Lot Parking Lot	SY	\$ <u>.96</u>
2 Paint Pavement Marking - Line 4"	FT	\$ <u>.28</u>
3 Parking Lot Paint Pavement Marking - Letters & Symbols	SF	\$ <u>5.00</u>

\*The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.




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

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

**THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED**

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

Authorized Signature:  Company Name: Denler, Inc.  
Typed/Printed Name: David J. Denler Date: 3/19/19  
Title: President Telephone Number: 708 479 5005  
E-mail: ddenler@denlerinc.com

## LABOR STATUTES, RECORDS AND RATES

### CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

MARCH 2019

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

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

- 1.0 Equal Employment Opportunity:
  - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
  - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
  - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
  - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
  - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
    - 4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."
- 6.0. **DRUG FREE WORK PLACE**
- 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 6.1.1 Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.1.2 Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
  - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance programs;
  - (4) the penalties that may be imposed upon employees for drug violations.
- 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.



7.0 **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 **PATRIOT ACT COMPLIANCE**

8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

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

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

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

<http://www.state.il.us/agency/idol/rates/rates.HTM>

## CONTRACTOR REFERENCES

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

Agency: Village of Lombard  
Address: 1051 S. Hammschmidt  
City, State, Zip Code: Lombard, IL  
Contact Person/  
Telephone Number: Tom Dixon  
630 620 5740  
Dates of Service/Award  
Amount: 2018 - 100K

Agency: Village of Romeoville  
Address: 13 Montrose Dr.  
City, State, Zip Code: Romeoville, IL  
Contact Person/Telephone  
Number: Eric Bjork  
815 886 1670  
Dates of Service/Award  
Amount: 300K - 2018

Agency: Village of Buffalo Grove  
Address: 51 Raupp Blvd  
City, State, Zip Code: Buffalo Grove, IL  
Contact Person/  
Telephone Number: Kyle Johnson  
647 459 2523  
Dates of Service/Award  
Amount: 2018 - 75K

Agency: City of Naperville  
Address: 400 S. Eagle St.  
City, State, Zip Code: Naperville, IL  
Contact Person/  
Telephone Number: Quac Santos  
630 - 305 - 5204  
Dates of Service/Award  
Amount: 2018 - 350K

Agency: I POT.  
Address: 2300 S. Dickson Pkwy  
City, State, Zip Code: Springfield, IL  
Contact Person/  
Telephone Number: Pat Forniak  
309 573 8777  
Dates of Service/Award  
Amount: 2017 - 300K

**DISQUALIFICATION OF CERTAIN BIDDERS**

(i)

**PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

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

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

Subscribed and Sworn to this 19 day of March, 2019



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



**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

David J. Nerle, being first duly sworn,  
deposes and says that he is President  
(Partner, Officer, Owner, Etc.)

of Nerle, Inc.  
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]

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

The above statements must be subscribed and sworn to before a notary public.  
Subscribed and Sworn to this 17 day of March, 2019

[Signature]  
OFFICIAL SEAL  
DEAN MARSTELLER  
NOTARY PUBLIC - STATE OF ILLINOIS  
Notary Public COMMISSION EXPIRES: 05/19/21

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

**CONFLICT OF INTEREST**

David J. Healer

, hereby certifies that

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

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

[Handwritten Signature]

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

The above statements must be subscribed and sworn to before a notary public.  
Subscribed and Sworn to this 19 day of March, 2019

[Handwritten Signature]  
Notary Public  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 05/19/21

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



**TAX COMPLIANCE AFFIDAVIT**

David J. Decker, being first duly sworn, deposes and says that (s)he is  
President of Decker, Inc.  
(Partner, Officer, Owner, Etc.) (Contractor)

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

[Signature]  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 19 day of March, 2019

[Signature]  
Notary Public



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

**SUB-CONTRACTOR INFORMATION**

**(ATTACH ADDITIONAL PAGES AS NEEDED)** - *None*

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_  
**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_  
**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

**Name:** \_\_\_\_\_ **# Years in Business:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **# Years used by Contractor:** \_\_\_\_\_  
**Services provided by Sub-Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTICIPATION AFFIDAVIT**

David J. Bentler, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is

President of Bentler, Inc.  
(Partner, Officer, Owner, Etc.) (Contractor)


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

David J. Bentler  
(Signature of Bidder if the Bidder is an Individual)  
(Signature of Partner if the Bidder is a Partnership)  
(Signature of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 19 day of March, 2019

Dean Marsteller  
Notary Public



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



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/19/19

Bid/Contract/PO #: 2019-07

Company Name: <b>Denier, Inc.</b>	Company Contact: <b>David J. Denier</b>
Contact Phone: <b>708 479 5005</b>	Contact Email: <b>denier@denierinc.com</b>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/Court%20Board/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

*David J. Denier*

Printed Name

David J. Denier

Title

President

Date

3/19/19

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)



**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

*[Handwritten Signature]*  
Signature

David J. Nester  
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

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

APPENDIX A  
AGREEMENT ACCEPTANCE

RFB #2019-07  
CRACK SEALING SERVICES

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*insert Local Public Agency name*] ("Owner") this 21 day of March, 2019.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By:

Ray M

Title:

President

**CITY OF DARIEN**

**CONTRACT**

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

**WITNESSETH**

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the CITY
- Certificates of insurance
- Performance and Payment Bonds as may be required by the CITY

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

**Unit Pricing for the 2020 CRACK SEALING AND SEAL COATING SERVICES**

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

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

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

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



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

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



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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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

**AGENDA MEMO**  
**City Council**  
**March 16, 2020**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67<sup>th</sup> Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.

**RESOLUTION**

**BACKGROUND**

At the October 7<sup>th</sup> 2019, City Council Meeting, Staff was directed to begin to implement the below improvements as they relate to the 67<sup>th</sup> Street Realignment project. Attached, and labeled as [Attachment A](#), is the October 7<sup>th</sup>, 2019 City Council Agenda.

1. Trim the trees along the intersection's right-of-way and, if possible, along the private properties adjacent to the intersection. *The Municipal Services Dept. trimmed the trees and will maintain to a turf area.*
2. Relocate the stop bar on the eastbound approach of 67th Street. Cost \$1,000.  
*The striping is included in the FY20-21 Budget*
3. Install Cross Road (MUTCD W2 -1) warning signs with an advance street name plaque on Clarendon Hills Road.  
*To be completed by Municipal Services Dept. by the revised date of April, 2020 in conjunction with the Solar Speed Signs*
4. Install Cross Road warning signs on both sides of the road both north and south of the intersection. Cost include within the above item.  
*The proposed signs are scheduled to be completed by the revised date of July, 2020 in conjunction with the restoration of the realignment.*
5. Install warning beacons on the warning signs.  
*The Cost for warning beacons is estimated to be approximately \$1,500 and is tentatively scheduled for inclusion with the above revised schedule. Funds for the beacons are available through the FY19/20 Budget under the, Sign, line item.*
6. Install speed limits signs and/or radar speed feedback signs on Clarendon Hills Road both north and south of the intersection. Cost \$10,000.  
*The FY19/20 Budget currently has a line item for the purchase of 2 Solar Speed Limit Flashing Signs. The signs were earmarked for Beller Road in the event additional signage was required. Currently there are 2 Solar Signs that were placed mid-block of Beller in 2018. To date, no additional concerns of speeding have been received. The Municipal Services Committee recommends to utilize the funds for the signs at the above locations. This item will be presented through a separate agenda item.*
7. Widen the eastbound approach of 67th Street to provide a westbound lane and an eastbound separate left-turn lane and a shared through/right-turn lane.

The funding for the re-construction is inclusive of the FY20-21 Budget. The scope of work includes reconstructing the west leg of the 67th Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This includes a right turn/thru lane, a striped left turn lane, and a thru lane. This proposal assumes the existing 67th Street pavement from Clarendon Hills Road to the west will be reconstructed with 2" of Hot-Mix

Asphalt Surface Course, 4” of Hot-Mix Asphalt Binder Course, and 12” of Aggregate Base Course will be utilized to widen the roadway to the north of the existing pavement. The improvement length is approximately 400 linear feet.

The 67<sup>th</sup> Street roadway is scheduled for resurfacing this year and this opportunity allows for a substantial savings in the amount of \$150,000 versus if the project was a standalone project. The estimate construction costs associated with widening have been estimated at \$145,000 and City will be the general contractor and will be scheduling City awarded vendors as follows:

1. Scorpio Construction-Storm Sewer Removal and Replacement –Unit prices in place for the 67<sup>th</sup> Street Ditch Project
2. Suburban Concrete-They will be completing the 2020 Concrete Program
3. Schroeder Asphalt Services, Inc.,-They will be completing the base and bituminous services associated with the entire roadway
4. Striping-will be completed through the awarded joint purchasing co-op for striping
5. JC Landscaping or RGII-Restoration Services-Unit prices in place for landscape restoration.

Since Staff does not have the expertise to layout the proposed widening the services for Construction layout are required. The engineering services include two site visits for the staking of the storm water infrastructure, curb and gutter as well as road grades.

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY20-21 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>
25-35-4325	Engineering - 67 <sup>th</sup> Street – Construction Layout	\$10,000	\$ 10,000

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the Construction Layout Services for the geometrical reconfiguration of 67<sup>th</sup> Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.

**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the March 16, 2020 City Council agenda for formal approval.

**AGENDA MEMO**  
**City Council**  
**October 7, 2019**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street Improvements Project in an amount not to exceed \$32,017.

**Please note this agenda memo is being presented due to timing constraints and pending City Council approval of a previous memo addressing 67<sup>th</sup> and Clarendon Hills Road - traffic signal warrant study and options from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants, Option 3.**

**BACKGROUND**

Recently, the City Council has been reviewing the 67<sup>th</sup> Street and Clarendon Hills Road traffic signal warrant study and options as prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants.

Since the roadway is slated for a resurfacing project, there is an opportunity to construct the suggested geometrical reconfiguration with cost savings. The reasoning is since the city bids and oversees various facets of road construction; curb and gutter, paving and striping, the items would be included as part of our annual contracts. The cost savings would be further realized due to the above-mentioned versus the project being bid as a sole contract.

In anticipation of the approval of the geometrical configuration, referred to as Option No 3, the engineering services would include the reconstruction of the west leg of the 67th Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). The scope of work includes the following:

- Widening the western mouth of the intersection
- Constructing a right turn lane
- Constructing a left turn lane, and a thru lane.

The scope of services includes the following:

**PHASE I – PRELIMINARY ENGINEERING:**

- Task 1 – Project Kick-off Meeting
- Task 2 – Topographic Survey
- Task 3 – Geotechnical Investigation
- Task 4 – Evaluation of Geotechnical Report
- Task 5 – Field Reconnaissance

**PHASE II –ENGINEERING DESIGN AND BIDDING:**

- Task 6 – J.U.L.I.E. Utility Coordination
- Task 7 – Preparation of Preliminary Concept Plan (50% Submittal)
- Task 8 – Meeting with City

**DESIGN ENGINEERING PHASE:**

Task 9 – Preliminary Contract Documents & Cost Estimate (95% Submittal)

Task 10 – QA/QC Submittal & Final Plans, Specifications & Cost Estimate (100% Submittal)

Task 11 – Bidding Assistance

**Please note the engineering services for the proposed work was not considered for this year’s budget. Costs savings have been recognized within this year’s Road Program that would allow the expense to be absorbed.**

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY19-20 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>
25-35-4325	Engineering - 67 <sup>th</sup> Street – Clarendon Hills Rd to Alabama Ave	\$ 0	\$ 32,017

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends the approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street Improvements Project in an amount not to exceed \$32,017.

**ALTERNATE CONSIDERATION**

Not approving the resolution.

**DECISION MODE**

This item will be placed on the agenda for the October 7, 2019 City Council agenda for formal approval.



RESOLUTION NO. R-96-19

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street improvements project in an amount not to exceed \$32,017., a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of October 2019.**

AYES: 7 - Belczak, Chlystek, Gustafson, Kenny, Schuaer, Sullivan, Vaughan

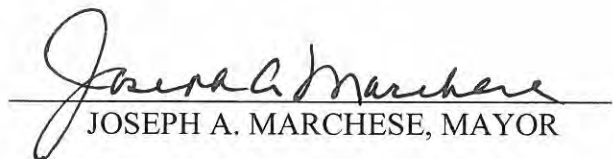
NAYS: 0 - NONE

ABSENT: 0 - NONE

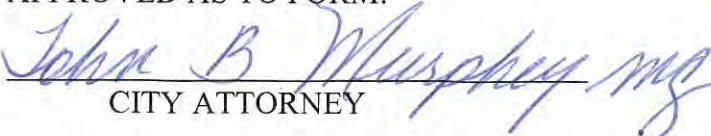
**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of October 2019.**

ATTEST:

  
JOANNE E. RAGONA, CITY CLERK

  
JOSEPH A. MARCHESE, MAYOR

APPROVED AS TO FORM:

  
CITY ATTORNEY



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

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

September 4, 2019

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
67<sup>th</sup> Street Improvements Project—Clarendon Hills Road to Alabama Avenue

Dear Dan:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the design and preparation of construction documents for the 67<sup>th</sup> Street Improvements Project. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the City of Darien would like to reconstruct the west leg of the 67<sup>th</sup> Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This includes a right turn/thru lane, a striped left turn lane, and a thru lane. This proposal assumes the existing 67<sup>th</sup> Street pavement from Clarendon Hills Road to the west will be reconstructed with 2" of Hot-Mix Asphalt Surface Course, 4" of Hot-Mix Asphalt Binder Course, and 12" of Aggregate Base Course will be utilized to widen the roadway to the north of the existing pavement. The improvement length is approximately 400 linear feet.

CBBEL proposes the following Scope of Services for the 67<sup>th</sup> Street Improvements Project.

**PHASE I – PRELIMINARY ENGINEERING:****Task 1 – Project Kick-off Meeting**

CBBEL will meet with City staff to discuss the project goals and objectives and collect all pertinent data. At the kick-off meeting, the Project Team will formalize working relationships, establish primary points of contact and review project procedures. The kick-off meeting will also serve as an opportunity to discuss project constraints and identify anticipated design, permitting and construction issues. CBBEL will prepare meeting notes with action items identified and distribute to the meeting attendees.

**Task 2 – Topographic Survey**

As part of this task, CBBEL will perform Full Topographic Survey of 67<sup>th</sup> Street and the adjacent Clarendon Hills Road intersection (500'LF±) to be used as a base map for Design purposes. The following scope items will be included in this task:



Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

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

Topographic Survey: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits (as per attached exhibit). Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: 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. No J.U.L.I.E. Utility Survey Coordination is included in this task.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto base maps at 1'=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

### Task 3 – Geotechnical Investigation

One (1) pavement core will be obtained as part of the Geotechnical Exploration by Testing Services Corporation (TSC) for compliance with the Clean Construction Demolition Debris (CCDD).

The report will give complete pavement and base surface thickness, as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.



Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

#### **Task 4 – Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine any changes to the proposed typical section and project specifications, including any additional pay items that may be required.

**Task 5 – Field Reconnaissance:** CBBEL Design and Construction Staff will perform a Field Reconnaissance of the pavement to be widened and reconstructed. The purpose of the Field Reconnaissance will be to determine the limits and drainage issues. The results of the Field Reconnaissance will be used to prepare the bid booklet. The results of the Field Reconnaissance will be reviewed with the City Staff and compared to previous estimates to determine the impact on the estimated construction cost.

### ***PHASE II –ENGINEERING DESIGN AND BIDDING:***

#### **Task 6 – J.U.L.I.E. Utility Coordination**

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

#### **Task 7 – Preparation of Preliminary Concept Plan (50% Submittal)**

CBBEL will prepare a preliminary concept plan showing the proposed layout of the propose roadway improvements, including widening limits, proposed striping, and drainage improvements, as well as a detailed proposed typical section. A preliminary estimate of cost will also be provided to the City at this time.



**Task 8 – Meeting with City**

CBBEL will meet on-site with representatives from the City to discuss the project implications as shown on the Preliminary Concept Plan detailed in Task 7. This task assumes one (1) meeting at two (2) hours with two (2) CBBEL employees and the preparation of meeting minutes.

At this time, the City will determine if they want to proceed with the project.

***DESIGN ENGINEERING PHASE:***

**Task 9 – Prefinal Contract Documents and Cost Estimate (95% Submittal)**

CBBEL will prepare plans, specifications, and cost and working day estimates in accordance with all applicable City, IDOT, Illinois Sewer and Water Standards and other agency standards. Plans will be prepared using MicroStation CAD software.

CBBEL will use IDOT standard pay items or City standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, specifications and estimates will be submitted to the City for review.

Detailed plans will be developed and are anticipated to consist the following:

SHEET	# OF SHEETS	HOURS PER SHEET	HOURS
Title Sheet	1	8	8
General Notes	1	8	8
Summary of Quantities	1	12	12
Earthwork Schedule	1	12	12
Alignment, Ties and Benchmarks	1	8	8
Typical Section	1	12	12
Existing Conditions and Removal Plan (1" = 20')	1	10	10
Roadway Plan and Profile (1" = 20')	1	12	12
Drainage Plan and Profile (1" = 20')	1	10	10
Proposed Striping Plan (1" = 20')	1	10	10
Soil Erosion/Sediment Control Plan	1	10	10
Construction Details	1	8	8
Soil Erosion/Sediment Control Notes and Details	1	8	8
Cross Sections	2	8	16
Specification	--	--	8
Cost Estimate/Quantities	--	--	8
TOTAL	15		160

**Task 10 – QA/QC Submittal and Final Plans, Specifications and Cost Estimate (100% Submittal)**

CBBEL will make the final revisions to the 95% submittal based on the review comments from the City and permitting agencies. The City will perform a QA/QC review and CBBEL will then finalize the documents for bidding. The requested number of copies of plans and specifications will be submitted to the City. A final estimate of cost will be provided to the City. CBBEL will provide plans and specifications to the City in the requested hard copy and electronic format.

**Task 11 – Bidding Assistance**

CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

**ESTIMATE OF FEE**

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

Task 1 – Project Kick-off Meeting	\$	500
Task 2 – Topographic Survey	\$	4,500
Task 3 – Geotechnical Investigation	\$	3,667
Task 4 – Evaluation of Geotechnical Report	\$	500
Task 5 – Field Reconnaissance	\$	800
Task 6 – J.U.L.I.E. Utility Coordination	\$	500
Task 7 – Preparation of Preliminary Concept Plan (50% Submittal)	\$	10,000
Task 8 – Meeting with City	\$	800
Task 9 – Preliminary Contract Documents and Cost Estimate (95% Submittal)	\$	9,000
Task 10 – QA/QC Submittal and Final Plans, Specifications and Cost Estimate (100% Submittal)	\$	1,000
Task 11 – Bidding Assistance	\$	750
<b>Total</b>	\$	<b>32,017</b>

Tasks 1-8 will be completed for a fee not to exceed \$21,267 within 6 to 8 weeks of receiving notice to proceed. We will not proceed with Tasks 9-11 until directed to do so, and those tasks will take additional 4 to 6 weeks.

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

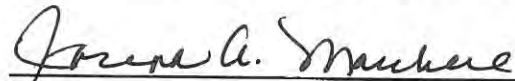
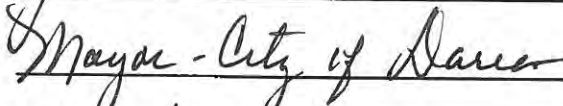
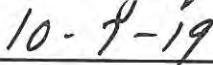
Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

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 THE CITY OF DARIEN.

BY:   
TITLE:   
DATE: 

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

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

Direct Costs

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

\*Charges include overhead and profit

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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



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

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

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

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

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

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

June 13, 2005

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STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF DU PAGE )

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-96-19 — “A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017.00”** of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on October 7, 2019

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 7<sup>th</sup> day of October, 2019.



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





October 8, 2019

Mr. Daniel Lynch  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Rd, Suite 600  
Rosemont, IL 60018

RE: Engineering Agreement – design and preparation of construction documents for the 67th street improvements project

Dear Mr. Lynch:

Enclosed please find a certified copy of **Resolution No. R-96-19 – “A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017”** passed by the City Council at its regular meeting on October 7, 2019.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,  
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac", is written over the printed name.

Daniel Gombac  
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk  
Kris Throm, Superintendent of Municipal Services



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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE CONSTRUCTION LAYOUT SERVICES FOR THE GEOMETRICAL RECONFIGURATION OF 67<sup>TH</sup> STREET-ADJACENT TO THE WESTERN LEG OF CLARENDON HILLS ROAD IN AN AMOUNT NOT TO EXCEED \$10,000.**

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

**SECTION 1:** The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67<sup>th</sup> Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16<sup>th</sup> day of March, 2020.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16<sup>th</sup> day of March, 2020.**

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

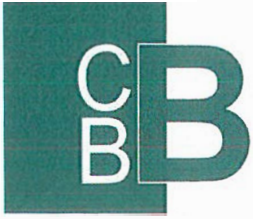
ATTEST:

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

APPROVED AS TO FORM:

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

RES

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

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

December 5, 2019

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Subject: Professional Services Proposal to Provide Construction Layout for the  
67<sup>th</sup> Street Improvements Project, in Darien, IL

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional land surveying services required for the construction layout required for the construction of the 67<sup>th</sup> Street Improvements Project in Darien, Illinois. This proposal is based on the engineering plans prepared by Christopher B. Burke Engineering, Ltd. (CBBEL) provided to the City on November 26<sup>th</sup>, 2019. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand the City of Darien will be reconstructing the west leg of the 67<sup>th</sup> Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This proposal assumes Christopher B. Burke Engineering, Ltd. survey crews will be completing staking of the proposed drainage structures as well as the proposed curb and gutter. This will include stakes at the proposed edge of pavement where necessary as well as offsets approximately every fifty feet. The improvement length is approximately 400 linear feet.

CBBEL proposes the following Scope of Services for the 67<sup>th</sup> Street Improvements Project.

**SCOPE OF SERVICES**

We have proposed the following services to assist you in completion of the project requirements.

**Task 1 – Construction Control and Layout:**

1. Initial coordination with Client.
2. Office preparation of field staking data.
3. On-site recovery and verification of existing plan horizontal and vertical control (supplied by client).
4. Construction Layout of Proposed roadway Paving

- Stake back of curb at 50-foot intervals and changes in alignment with graded offsets.
5. Construction Layout of Proposed Utility Improvements
- Stake centerline of storm manholes, catch basins, and inlets with graded offsets.

*NOTE: All layout of proposed site features will be staked two time maximum in the field from plans provided by client to CBBEL in MicroStation V8i (.dgn) format. Any additional restaking of previously completed work or additional layout not included under contract will be billed at the attached hourly rates. No final as-built conditions survey will be included, but can be provided under separate contract.*

It is understood that Christopher B. Burke Engineering, Ltd. (CBBEL) will not be responsible for job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor(s) means and methods of their work and we shall not be liable for the results of any such interpretations or decisions rendered in good faith.

**FEE ESTIMATE**

We estimate the cost of the Scope of Services will be:

Task 1 – Construction Control and Layout:	\$10,000
<b>Not to Exceed</b>	<b>\$10,000</b>

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

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

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

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

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY, 2020**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

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, 2020.

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

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

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

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

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

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



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

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



## CITY OF DARIEN

### RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

#### I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

#### II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

#### III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

#### **IV. PUBLIC HEARING REQUIREMENTS.**

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

**Approved by a Motion on November 17, 2014**