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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

March 6, 2023

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 — [February 21, 2023](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [22-23-21](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

15. Old Business

16. Consent Agenda

- A. Consideration of a Motion to Approve a Resolution Approving the [2023 City of Darien Zoning Map](#)
- B. Consideration of a Motion to Approve an [Ordinance Amending Section 3-3-7-4\(D\)](#) of the Darien City Code
- C. Consideration of a Motion to Approve an [Ordinance Abating Property Tax Heretofore Levied by Ordinance No. O-28-12](#) (In the Amount of \$304,750)
- D. Consideration of a Motion to Approve an [Ordinance Abating Property Tax Heretofore Levied by Ordinance No. O-11-18](#) (In the Amount of \$387,150)
- E. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Contract with Orange Crush, LLC for the [2023 Street Program](#) as Per the Following Schedule of Pricing, Pending 2023/24 Budget Approval; Base Bid - \$,206,402.75; Alternate 1 - Patching - \$108,000.00; Alternate 2 – Darien Club Dr., Limerick Ct., and Galway Ct., - 583,239.75; Total Cost \$1,897,642.50
- F. Consideration of a Motion to Approve a Resolution Accepting the Unit Price Proposal for [Analytical Soil Testing fees](#) from Clean Soils Consulting, LLC at the Proposed Unit Prices for Certain Waste for a Period of May 1, 2023 through April 30, 2024
- G. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract with Yellowstone Landscape Group in an Amount not to Exceed \$178,267.50 for the City's [2023/24 Tree Trimming and Removal Program](#)
- H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract Extension with SKC Construction, Inc. in an Amount not to Exceed \$227,580.00 for the [2023 Crack Fill Program](#)
- I. Consideration of a Motion to Approve a Resolution Approving a Contract Extension with SKC Construction, Inc. in an Amount not to Exceed \$15,000 for the [2023 City Hall Parking Lot Seal Coating and Striping](#)
- J. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Rags Electric to Install a Backup Electrical Disconnect and Generator Plug-in at the [75th Street Pumping Station](#) in an Amount of \$11,155.00
- K. Consideration of a Motion Authorizing [a Contingency in the Amount of \\$2,000 for Restoration and Unforeseen Work that May be Required for the Backup Electrical Disconnect](#)
- L. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of One \(1\) New Caterpillar Model: 305-07CR Mini Hydraulic Excavator](#), from ALTORFER CAT in an Amount not to Exceed \$90,050
- M. Consideration of a Motion to Approve a Resolution Accepting Proposal from Rag's Electric Professional Design Services Related to the [Geographic Information Systems \(GIS\) Mapping for Streetlights and Infrastructure](#) in an Amount not to Exceed \$14,000

- N. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Contract with TruGreen Limited Partnership for Six (6) Various Fertilizer Applications and (3) Three Applications for Planting Beds and Weed Control, within Rip Rap Areas and Tree Fertilization for 75th Street, in an Amount not to Exceed \$76,756.00 for the [2023 Landscape Fertilization Services](#)
 - O. Consideration of a Motion to Approve a Resolution Authorizing the Purchase of the Phase 1-Leak Logger Program, Consisting of [Fifty-Two Leak Logger Units](#) from Gutermann Inc., in an Amount not to Exceed \$58,965
- 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 FEBRUARY 21, 2023 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:16 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

February 21, 2023

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present: Thomas J. Belczak Mary Coyle Sullivan
 Eric K. Gustafson Lester Vaughan
 Ted V. Schauer

Absent: Thomas M. Chlystek
 Joseph A. Kenny

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

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

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

Gerry Leganski, 7900 block of Farmingdale Drive in Ward Four, recounted prior history of ComEd outages in his neighborhood dating back to November 2021. He wanted Council to know that perseverance by his neighbors in the form of calls and emails has paid off. He received a letter from ComEd outlining planned improvements, which he will forward to Director Gombac.

Dave Kaduk, 67th Street, thanked Council and Police Department for efforts made to control speed on 67th Street. He voiced concern regarding existing speeding issues. Director Gombac shared the initial traffic calming measures taken; he stated traffic counts and speeds will be reviewed.

Sarah Koza, 67th Street & Leonard Drive, appreciated efforts made and expressed concerns with excessive speeding on entire stretch of 67th Street. She inquired if traffic count survey could be expanded to include Tennessee Avenue and Alabama Avenue, where the other radar sign is located. Director Gombac will follow-up.

Director Gombac addressed Council/audience questions regarding: traffic signal on 67th Street and Clarendon Hills Road; speed bumps; and double yellow line.

6. **APPROVAL OF MINUTES**

A. City Council Meeting – January 16, 2023

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of January 16, 2023.

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

Results: Ayes 5, Nays 0, Absent 2
MOTION DULY CARRIED

B. City Council Meeting – February 6, 2023

It was moved by Alderman Gustafson and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of February 6, 2023.

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

Nays: None

Absent: Chlystek, Kenny

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Gustafson stated that he worked with residents on Beller Road and Woodvale Drive to obtain necessary signatures for a new streetlight; information was submitted to Director Gombac.

8. **MAYORS REPORT**

A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION RECOGNIZING DEBORAH COULMAN AS THE 2023 CITIZEN OF THE YEAR IN THE CITY OF DARIEN, ILLINOIS (CITIZEN OF THE YEAR COFFEE AND CAKE RECEPTION WILL BE HELD AFTER THE CITY COUNCIL MEETING)

Mayor Marchese read the resolution into record.

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

RESOLUTION NO. R-20-23

A RESOLUTION RECOGNIZING DEBRORAH COULMAN AS THE 2023 CITIZEN OF THE YEAR IN THE CITY OF DARIEN, ILLINOIS

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan, Vaughan, Marchese, Ragona, Coren, Murphey, Vana

Nays: None

Absent: None

Results: Ayes 12, Nays 0, Absent 0

MOTION DULY CARRIED

Mayor Marchese presented Deborah Coulman with the Citizen of the Year Resolution and plaque. There was resounding applause and a standing ovation from City Council and audience.

Deborah Coulman thanked the Mayor, Council and Committee for all the work done in naming her Citizen of the Year; she was honored by the recognition.

Liaison Sullivan congratulated Deborah and thanked the Citizen of the Year Committee. She announced all are invited to attend Congratulatory Cake and Coffee Reception immediately following the meeting in the Police Department Training Room. The Citizen of the Year dinner/dance will be held on March 3 at Alpine Banquets from 6:00 – 11:00 P.M; she provided program, reservation and payment details.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT

Chief Thomas provided an update on the discussions and interactions the Police Department has held in an effort to develop good relationships between the community and Police Department. He stated Deputy Chief Norton is spearheading the process to enhance outreach and engagement efforts. He noted Indian Prairie Public Library presented an outreach opportunity to facilitate monthly meetings with topics defined by Police Department. He shared the benefits of social media platforms versus Neighborhood Watch groups in disseminating information.

Chief Thomas announced a Neighborhood/Ward Meeting is scheduled to be held on March 16 at 6:30 P.M. in the Police Department Training Room. The meeting is community driven and will provide a public forum for residents to meet with the Police Department. He reviewed police information allowable for sharing and suggested topics for discussion. Chief Thomas hopes this first meeting spurs future meetings.

Mayor Marchese added to Chief Thomas’ comments regarding Neighborhood/Ward Meetings; he provided a strong response to public statements made on Facebook by an elected official, a candidate for office. Mayor Marchese noted Administrator Vana provided email history regarding the misleading statements. He stated that he will not

tolerate an elected official/candidate the use of City resources to promote a political position. Elected officials have always been able to schedule meetings with residents from their Ward to cover topics pertinent to those residents.

Mayor Marchese apologized for putting a damper on such a joyful night, but he wanted to make the public aware that the statements made were not true.

Alderman Gustafson stated he wanted residents to know that neither he nor Alderman Vaughn were involved, as they are also running for office.

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 22-23-19

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve payment of Warrant Number 22-23-20 in the amount of \$618,814.53 from the enumerated funds, and \$286,146.45 from payroll funds for the period ending 02/09/23 for a total to be approved of \$904,960.98.

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

Nays: None

Absent: Chlystek, Kenny

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. MONTHLY REPORT – JANUARY 2023

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of January 2023.

General Fund: Revenue \$15,244,811; Expenditures \$10,373,104;
Current Balance \$7,770,642

Water Fund: Revenue \$5,474,410; Expenditures \$5,551,120;
Current Balance \$3,370,161

Motor Fuel Tax Fund: Revenue \$951,248; Expenditures \$435,407; Current
Balance \$1,453,876

Water Depreciation Fund: Revenue \$41,729; Expenditures \$1,937,780;
Current Balance \$1,860,656

Capital Improvement Fund: Revenue \$1,870,814; Expenditures \$3,571,467;
Current Balance \$13,972,777

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee-of-the-Whole 2023-24 Budget Meetings are scheduled to begin on Wednesday, February 22 at 6:30 P.M. followed by Tuesday, February 28 at 6:30 P.M. and every Tuesday following as needed. Budget Meetings will be televised with all documentation available on City website. A Public Hearing for the proposed budget will be held at April 3 City Council Meeting. Liaison Sullivan noted the next Economic Development Committee meeting is scheduled for March 2, 2023 at 7:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for February 27, 2023 at 6:00 P.M.

Police Pension Board – Liaison Coren announced the quarterly meeting of the Police Pension Board was rescheduled to Thursday, March 2, 2023 at 6:00 P.M in the Police Department Training Room.

Mayor Marchese announced Citizen Action Committee will be meeting at the Indian Prairie Public Library on Saturday, February 24, 2023 at 10:00 A.M.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

A. CONSIDERATION OF A MOTION GRANTING WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE HOLY TRINITY CATHOLIC SCHOOL

B. CONSIDERATION OF A MOTION GRANTING WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN ARTS COUNCIL

C. RESOLUTION NO. R-21-23 A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CLARKE MOSQUITO FOR AN ADDITIONAL THREE YEARS AT A COST OF \$42,500 PER YEAR

D. CONSIDERATION OF A MOTION TO APPROVE:

- AUGUST 10TH, 11TH, 12TH AND 13TH AS THE DATE FOR THE DARIEN CHAMBER OF COMMERCE TO HOLD THE DARIEN FEST 2023 CELEBRATION IN THE PARKING LOT OF Q BAR, 8109 CASS AVE**
- PROVIDING POLICE PROTECTION FOR THE DARIEN FEST 2023**

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

Nays: None

Absent: Chlystek, Kenny

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE:

- MAY 26TH, 27TH, 28TH AND 29TH AS THE DATE FOR THE DARIEN CHAMBER OF COMMERCE TO HOLD THE MEMORIAL DAY CARNIVAL “WELCOME SUMMER” 2023 CELEBRATION IN THE PARKING LOT OF Q BAR, 8109 CASS AVE**
- PROVIDING POLICE PROTECTION FOR THE MEMORIAL DAY CARNIVAL “WELCOME SUMMER” 2023 CELEBRATION**

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

Mayor Marchese stated the event is a carnival only with no outside music with the same no parking zones as DarienFest.

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

Nays: None

Absent: Chlystek, Kenny

Results: Ayes 5, Nays 2, Absent 0

MOTION DULY CARRIED

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

Director Gombac stated he has updated color zoning maps for City Council.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:12 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 02-21-23. Minutes of 02-21-23 CCM.

CITY OF DARIEN
EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
March 6, 2023

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			\$49,852.24
Water Fund			\$9,859.46
Motor Fuel Tax Fund			\$312.49
Water Depreciation Fund			
Special Service Area Tax Fund			
Stormwater Management Fund			
E-Citation Fund			
Capital Improvement Fund			
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			
DUI Technology Fund			
		Subtotal:	<u>\$60,024.19</u>
General Fund Payroll	02/23/23	\$	249,685.26
Water Fund Payroll	02/23/23	\$	24,731.10
		Subtotal:	<u>\$ 274,416.36</u>
Total to be Approved by City Council:			<u>\$ 334,440.55</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 2/22/2023 Through 3/6/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	CLOUD HOSTING- MARCH 2023	AP030623	4325	Consulting/Professional	20.00
AIS	SECURE EMAIL- MARCH 2023	AP030623	4325	Consulting/Professional	15.50
AIS	BACKUP SERVICES- MARCH 2023	AP030623	4325	Consulting/Professional	1,550.00
AIS	DATA SERVICES- MARCH 2023	AP030623	4325	Consulting/Professional	5,930.26
CAROL MALLERS	REIMBURSEMENT- COY DINNER DANCE SUPPLIES	AP030623	4239	Public Relations	145.95
GOVTEMPSUSA LLC	VANA (2-12-23)	AP030623	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (2-19-23)	AP030623	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	COPIER AGREEMENTS- KYOCERA CH	AP030623	4225	Maintenance - Equipment	51.00
NICOR GAS	NICOR 82541110001 1702 PLAINFIELD RD, DARIEN	AP030623	4271	Utilities (Elec,Gas,Wtr,Sewer)	387.97
OELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES- JAN 2023	AP030623	4219	Liability Insurance	330.00
PM PRINTING INC.	LIAISON BUSINESS CARDS	AP030623	4235	Printing and Forms	72.50
QUADIENT LEASING USA INC	POSTAGE METER RENTAL- (Jan 1, thru March 31, 2023)	AP030623	4243	Rent - Equipment	375.00
UNLIMITED GRAPHIX, INC.	DEPOSIT BOOKS	AP030623	4235	Printing and Forms	214.30
				Total Administration	15,923.24

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 2/22/2023 Through 3/6/2023**

<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.	BUILDING INSPECTIONS-FEB 2023	AP030623	4325	Consulting/Professional	2,750.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS - FEB 2023	AP030623	4328	Const/Prof Reimbursable	1,845.00
OELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES- JAN 2023	AP030623	4219	Liability Insurance	1,705.00
				Total Community Development	6,300.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 2/22/2023 Through 3/6/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ACTION FLAG COMPANY	FLAG PURCHASE	AP030623	4223	Maintenance - Building	312.00
ADVANTAGE CHEVROLET	CAB STEPS & TRAILER BRAKE CONTROLLER	AP030623	4229	Maintenance - Vehicles	245.00
AMBER MECHANICAL CONTRACTORS	ACTUATOR- POLICE DEPT HVAC	AP030623	4223	Maintenance - Building	1,244.35
CARLSEN'S ELEVATOR SERVICES	ELEVATOR LOAD TEST- POLICE DEPT	AP030623	4223	Maintenance - Building	614.75
CHEMSEARCH	AEROSOLS	AP030623	4225	Maintenance - Equipment	200.06
CINTAS #769	MAT RENTAL- CITY HALL 2-23-23	AP030623	4223	Maintenance - Building	37.10
CINTAS #769	MAT RENTAL- PUBLIC WORKS 2-23-23	AP030623	4223	Maintenance - Building	12.03
CINTAS #769	MAT RENTAL- POLICE DEPT 2-23-23	AP030623	4223	Maintenance - Building	59.42
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 12-1-22	AP030623	4219	Liability Insurance	163.65
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 2-23-23	AP030623	4219	Liability Insurance	149.23
COM ED	0788310001 1041 S FRONTAGE RD, DARIEN	AP030623	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
DYNAMIC IRRIGATION	WINTERIZATION OF 75TH/ CLOCK TOWER IRRIGATION	AP030623	4350	Forestry	4,640.00
DYNAMIC IRRIGATION	CREDIT FOR VOIDED CK 061127	APCREDIT030...	4350	Forestry	(4,640.00)
GREAT LAKES CONCRETE LLC	CORRUGATED TEE	AP030623	4223	Maintenance - Building	52.16
IMPACT NETWORKING, LLC	COPIER AGREEMENTS- HEWLIT PACKARD PW	AP030623	4225	Maintenance - Equipment	51.00
INDUSTRIAL SYSTEM LTD	6000 GALLON TANK	AP030623	4223	Maintenance - Building	10,750.00
JC LANDSCAPING/TREE SERVICE	SNOW REMOVAL/SALTING- POLICE DEPT 2-16-23 and 2-17-23	AP030623	4223	Maintenance - Building	720.00
JC LANDSCAPING/TREE SERVICE	SNOW REMOVAL/ SALTING 2-24-23	AP030623	4223	Maintenance - Building	360.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 2/22/2023 Through 3/6/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
LAWSON PRODUCTS INCORPORATED	MECHANIC SUPPLIES	AP030623	4229	Maintenance - Vehicles	812.16
McMASTER-CARR	MAINTENANCE SUPPLIES- PW	AP030623	4223	Maintenance - Building	166.80
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	AP030623	4219	Liability Insurance	117.00
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES- JAN 2023	AP030623	4219	Liability Insurance	110.00
ODP BUSINESS SOLUTIONS	TONER FOR PUBLIC WORKS	AP030623	4253	Supplies - Office	351.78
PIRTEK	REPAIR PARTS FOR #105	AP030623	4229	Maintenance - Vehicles	244.73
PM PRINTING INC.	DOOR HANGERS FOR WATER DEPT	AP030623	4253	Supplies - Office	503.85
RED WING SHOES	BOOTS- LEPIC	AP030623	4219	Liability Insurance	250.00
STATE INDUSTRIAL PRODUCTS	BUILDING MAINTENANCE SUPPLIES	AP030623	4223	Maintenance - Building	608.85
STENSTROM PETROLEUM SERVICES	GAS PUMP MAINTENANCE	AP030623	4223	Maintenance - Building	130.07
TRAFFIC CONTROL AND PROTECTION	STREET SIGNS	AP030623	4257	Supplies - Other	133.75
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP030623	4223	Maintenance - Building	67.47
US GAS	OXYGEN & ACETYLENE	AP030623	4257	Supplies - Other	122.00
VINCENT MCNELLIS	REIMBURSEMENT- DAMAGED MAILBOX	AP030623	4257	Supplies - Other	59.98
VULCAN CONSTRUCTION MATERIALS	STONE 2-1-23	AP030623	4257	Supplies - Other	450.38
				Total Public Works, Streets	19,155.66

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 2/22/2023 Through 3/6/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CURRENT TECHNOLOGIES CORP	REMOTE SUPPORT	AP030623	4225	Maintenance - Equipment	82.50
INDUSTRIAL ORG SOLUTIONS	PSYCH EVALUATION- CANDIDATE CAGLE	AP030623	4205	Boards and Commissions	575.00
KARA COMMUNICATIONS	ADMIN TOW FORMS	AP030623	4235	Printing and Forms	373.00
KIESLER POLICE SUPPLY COMPANY	AMMUNITION FOR RANGE	AP030623	4217	Investigation and Equipment	828.00
KING CAR WASH	CAR WASHES- JAN 2023	AP030623	4229	Maintenance - Vehicles	184.50
LUKE SOMOGYE	OFFICER SOMOGYE-UNIFORM	AP030623	4269	Uniforms	78.00
LUKE SOMOGYE	OFFICER SOMOGYE- SWAT EQUIPMENT	AP030623	4269	Uniforms	120.18
LUKE SOMOGYE	OFFICER SOMOGYE- SWAT EQUIPMENT	AP030623	4269	Uniforms	176.40
NORTHEAST MULTIREGIONAL TRNG	DET STUTTE- REID INTERROGATION /INTERVIEWS	AP030623	4263	Training and Education	400.00
NORTHEAST MULTIREGIONAL TRNG	DET STUTTE- ADVANCED INTERROGATIONS	AP030623-2	4263	Training and Education	125.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREEN	AP030623	4219	Liability Insurance	71.00
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES- JAN 2023	AP030623	4219	Liability Insurance	110.00
PHYLAX SOLUTIONS LLC	K-9 UNIT MAINTENANCE TRAINING (Sept - Dec 2022)	AP030623	4263	Training and Education	1,050.00
RAY O'HERRON CO. INC.	AMMUNITION FOR RANGE	AP030623	4217	Investigation and Equipment	1,535.00
RAY O'HERRON CO. INC.	AMMUNITION FOR RANGE	AP030623	4217	Investigation and Equipment	353.00
RAY O'HERRON CO. INC.	SILKAITIS- UNIFORM	AP030623	4269	Uniforms	740.74
RAY O'HERRON CO. INC.	SILKAITIS -UNIFORM	AP030623	4269	Uniforms	142.68
RAY O'HERRON CO. INC.	OFFICER JAIRALA- BP VEST REPLACEMENT	AP030623	4269	Uniforms	1,078.34

**CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 2/22/2023 Through 3/6/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
STREET COP TRAINING LLC	OFFICER YEO- DECEPTIVE BEHAVIORS & HIDDEN COMPARTMENTS CLASS	AP030623	4263	Training and Education	225.00
STREET COP TRAINING LLC	OFFICER SERVIN- DECEPTIVE BEHAVIOR AND HIDDEN COMPARTMENTS	AP030623	4263	Training and Education	225.00
				Total Police Department	8,473.34
				Total General Fund	49,852.24

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 2/22/2023 Through 3/6/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	STEP PKG	AP030623-2	4225	Maintenance - Equipment	718.25
CINTAS #769	MAT RENTAL- PUBLIC WORKS 2-23-23	AP030623	4223	Maintenance - Building	12.02
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 2-23-23	AP030623	4219	Liability Insurance	149.23
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 12-1-22	AP030623	4219	Liability Insurance	163.65
COM ED	3118112014 2103 75TH ST PUMP, DARIEN	AP030623	4271	Utilities (Elec,Gas,Wtr,Sewer)	314.21
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING, DARIEN	AP030623	4271	Utilities (Elec,Gas,Wtr,Sewer)	53.83
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD RD, DARIEN	AP030623	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,431.36
CORE & MAIN	WATER MAIN CLAMPS AND SLEEVES	AP030623	4231	Maintenance - Water System	3,185.00
CORE & MAIN	B-BOX LIDS	AP030623	4231	Maintenance - Water System	226.00
IMPACT NETWORKING, LLC	HP COPIER AGREEMENT FOR PW	AP030623	4225	Maintenance - Equipment	60.34
KIN-KO ACE STORES INC	CHLORINE TABS	AP030623	4231	Maintenance - Water System	74.99
STENSTROM PETROLEUM SERVICES	GAS PUMP MAINTENANCE	AP030623	4223	Maintenance - Building	130.06
SUBURBAN LABORATORIES	WATER SAMPLES -JAN 2023	AP030623	4241	Quality Control	900.00
SUBURBAN LABORATORIES	WATER SAMPLES- FEB 2023	AP030623	4241	Quality Control	360.00
TITAN IMAGE GROUP INC	DENNIS CABLE- CLOTHING	AP030623	4269	Uniforms	252.00
UNDERGROUND PIPE & VALVE CO.	HYDRANT PARTS	AP030623	4231	Maintenance - Water System	171.90
USABLUBOOK	SAMPLING STATION	AP030623	4231	Maintenance - Water System	976.62
ZIEBELL WATER SERVICE PRODUCTS	MAIN VALVE RUBBER	AP030623	4231	Maintenance - Water System	680.00
				Total Public Works, Water	9,859.46
				Total Water Fund	9,859.46

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 2/22/2023 Through 3/6/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3017243670 SW CORNER 75TH PLAINFIELD RD	AP030623	4840	Street Lights	282.68
AEP ENERGY	3017243658 S FRONTAGE 0 E CASS ST	AP030623	4840	Street Lights	29.81
				Total MFT Expenses	312.49
				Total Motor Fuel Tax	312.49
Report Total					60,024.19

AGENDA MEMO
CITY COUNCIL
MARCH 6, 2023

ISSUE STATEMENT

A Resolution to approve the 2023 City of Darien Zoning Map for publication.

RESOLUTION

DISCUSSION

Every year the City updates the Zoning Map to show all the properties approved during the previous calendar year. [ATTACHMENT A](#) is a listing of the nine (9) approvals in 2022, including one (1) special use, two (2) special use/variation cases, and six (6) additional variation cases.

Our practice has been to show on the attached Zoning Map the ordinance or resolution number corresponding to the map key number for each approval. State Statute requires that zoning maps be published every year. Approved maps are posted in City Hall and on the City website. Paper copies are made available for sale.

MSC

The Municipal Services Committee voted 3-0 on February 27, 2023 to recommend approval of the resolution to approve the 2023 City of Darien Zoning Map.

DECISION MODE

This item will be placed on the March 6, 2023 City Council agenda for formal consideration.



ZONING MAP CHANGES - CALENDAR YEAR 2022					
NAME	TYPE OF APPROVAL	ADDRESS/LOCATION	ORDINANCE NO.	MAP KEY	NOTES
LEE	VARIATION	1645 WALDEN LANE	O-01-22	194	NEW MAP KEY NUMBER
KOZAK	VARIATIONS	1813 HOWDY LANE	O-02-22	195	NEW MAP KEY NUMBER
MAGGIORE	VARIATIONS	1414 SEQUOIA LANE	O-03-22	196	NEW MAP KEY NUMBER
HOME RUN INN RESTAURANT	VARIATION	7521 LEMONT ROAD	O-11-22	41	--
FIRST AMERICAN BANK	VARIATIONS	2013 75TH STREET	O-13-22	152	--
TABRIZ KHANLODHI	SPECIAL USE	1005 75TH STREET	O-19-22	49	--
ART CANO	SPECIAL USE & VARIATION	8431 WILMETTE AVENUE	O-26-22	169	
FRY THE COOP RESTAURANT	SPECIAL USE & VARIATION	2019 75TH STREET	O-27-22	152	
PREPELICA	VARIATION	3480 DROVER LANE	O-28-22	197	NEW MAP KEY NUMBER
OTHER UPDATES/CORRECTIONS - NONE					



RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
2023 CITY OF DARIEN ZONING MAP**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map no later than March 31st of each year; and

WHEREAS, the zoning map attached hereto as “[Exhibit A](#)” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

WHEREAS, the Corporate Authorities find the zoning map, attached hereto as Exhibit “A,” correctly reflects zoning actions approved by the Corporate Authorities within the last calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the City hereby approves the zoning map, attached 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 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 6th day of March, 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

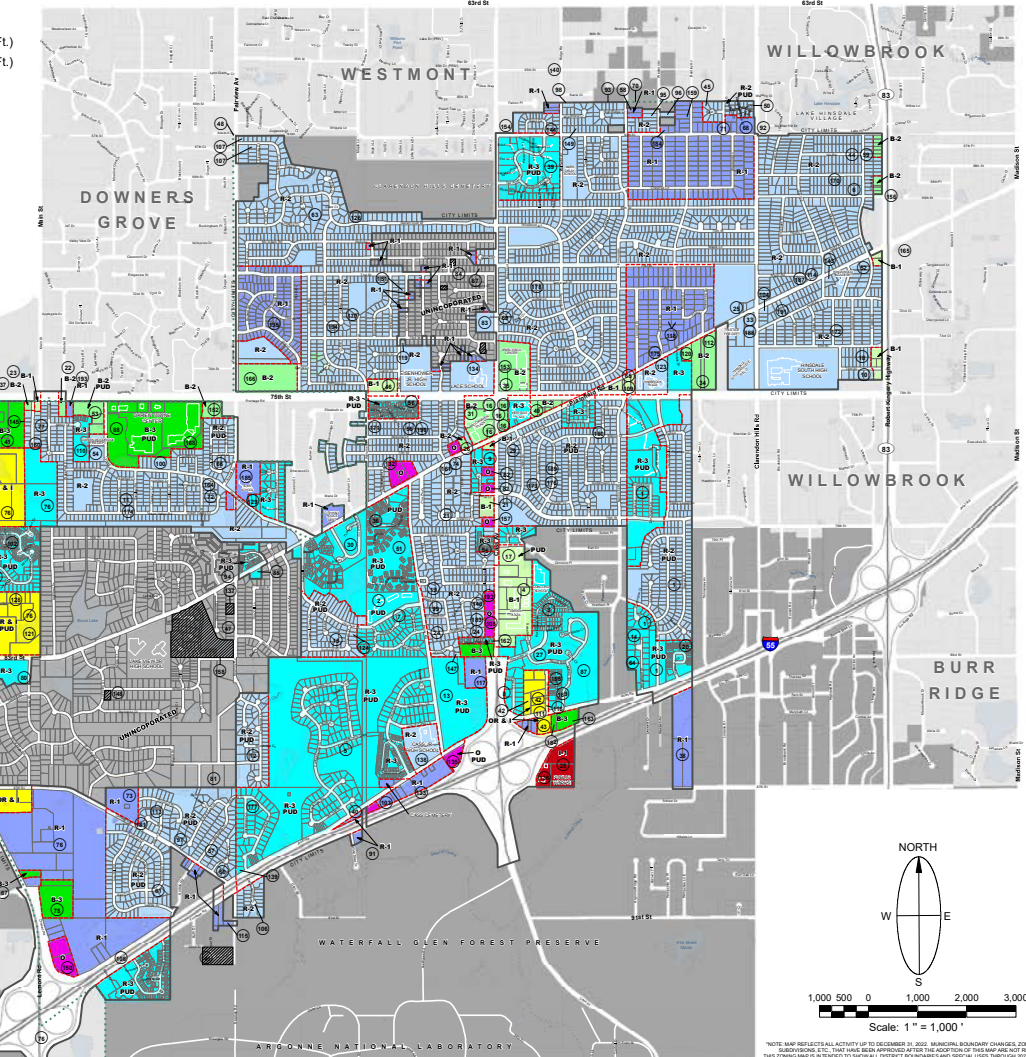
APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN, ILLINOIS Zoning Map 2023

ZONING DISTRICTS

- R-1 Single Family Residence District (20,000 Sq. Ft.)
- R-2 Single Family Residence District (10,000 Sq. Ft.)
- R-3 Multi-Family Residence District
- B-1 Neighborhood Convenience Shopping District
- B-2 Community Shopping Center Business District
- B-3 General Business District
- O Office
- OR & I Office Research and Light Industry
- I-1 General Industrial District
- PUD Planned Unit Development
- Zoning Boundary
- City Limits
- Unincorporated
- Boundary Agreement
- Pre Annexation Agreement



DESCRIPTIONS WITH ORDINANCE NUMBERS

1. Farmington East Annexation PUD O-28-76; O-21-75; O-12-86; O-15-66
2. Saw Mill Creek Annexation PUD O-23-73; O-24-72; O-25-72; O-15-74; O-11-74; O-11-74
3. Resolved Order 2, A & S Annexation O-23-20; O-21-20; O-21-20; O-11-20; O-11-20; O-11-20
4. O-32-61; O-28-63; O-32-68; O-32-68; O-32-67; O-32-70; O-39-70; O-39-70; O-39-70; O-39-70; O-39-70
5. Oakley Hill Annexation PUD O-28-72
6. O-38-85; O-24-87; O-28-88; O-15-89; O-28-87; O-11-78; See No. 41
7. Receding with Special Use for Gas Station, Station O-18-78; O-45-80; O-12-84; O-36-10
8. Special Use for Gas Station, Station O-18-78; O-45-80; O-12-84; O-36-10
9. Amended O-23-79; O-17-77; O-22-77; O-10-78; See No. 41
10. PUD Planned Unit Development PUD O-27-73; O-26-71; O-27-71; O-27-71; O-27-71; O-27-71
11. O-23-89; O-14-96; O-34-98; Special Use for Gas Station O-18-78; O-45-80; O-12-84; O-36-10
12. Brookfield Creek Annexation PUD O-24-77; O-25-77; O-34-77
13. Anytown Annexation PUD O-23-77; O-23-77; O-36-77; O-37-61; O-37-61; O-12-11; PUD O-11-16; PUD O-12-11
14. Union Station Annexation PUD O-23-77; O-23-77; O-36-77; O-37-61; O-37-61; O-12-11; PUD O-11-16; PUD O-12-11
15. Danforth PUD O-25-74; Special Use for Gas Station O-20-78; O-17-79; O-23-82; O-28-84; O-38-84; O-07-08; O-25-08; O-20-12
16. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
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31. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
32. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
33. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
34. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
35. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
36. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
37. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
38. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
39. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
40. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
41. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
42. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
43. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
44. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
45. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
46. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
47. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
48. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
49. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
50. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
51. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
52. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
53. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
54. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
55. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
56. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
57. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
58. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
59. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
60. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
61. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
62. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
63. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
64. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
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66. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
67. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
68. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
69. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17
70. O-21-13; O-24-13; O-25-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17; O-21-17



APPROVED FOR PUBLICATION BY THE DARIEN
CITY COUNCIL ON _____
MAYOR

ATTEST: _____
CITY CLERK

Scale: 1" = 1,000'

NOTE: MAP REFLECTS ALL ACTIVITY UP TO DECEMBER 31, 2022. MUNICIPAL BOUNDARY CHANGES, ZONING CHANGES, SUBDIVISIONS, ETC. THAT HAVE BEEN APPROVED BY THE BOARD OF ZONING AND NOT RELECTED IN THIS ZONING MAP IS IN ORDER TO SHOW ALL DISTRICT BOUNDARIES AND SPECIAL USES THROUGHOUT THE CITY. THESE MAPS MAY BE MODIFIED WITHOUT NOTICE TO OTHER PROVIDERS. CONTACT THE CITY COMMUNITY DEVELOPMENT DEPARTMENT.

AGENDA MEMO
CITY COUNCIL
MARCH 6, 2023

ISSUE STATEMENT

Consideration to approve an ordinance amending the liquor code to expand the number of Class D liquor licenses from ten (10) to eleven (11) for a sale and serve liquor license at Harmi Sushi.

ORDINANCE

BACKGROUND

In 2016 the City Council passed ordinance O-12-16 amending the liquor code by periodically auditing the number of licenses in several classes so that there are no (open) licenses available that are not assigned to a particular business. The liquor licenses are updated as new requests are generated from businesses.

Mayor Marchese received a request from Harmi Sushi restaurant for a sale and serve liquor license for on-site consumption only. The license required for the request is a D License and would increase the number of D licenses from ten (10) to eleven (11). Mayor Marchese as Liquor Commissioner has indicated he supports the request.

ATTACHMENTS

- A) [LIQUOR LICENSE REQUEST](#)
- B) [DESCRIPTION OF LIQUOR LICENSE CLASSES](#)
- C) [LIST OF CURRENT LIQUOR LICENSES BY CLASS](#)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the proposed ordinance by a 3-0 vote.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the March 6, 2023 City Council agenda for formal consideration.

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

Joseph A. Marchese
Mayor
Liquor Control Commissioner

February 1st, 2020

Re: Request for Liquor License.
Dear Mr. Marchese:

I, Kongsoun S. Pongphimkham, of legal age, a U.S. citizen, with the address at 116 W Hubbard St Ste 3, Chicago IL 60654, requesting for a liquor license for my business:

- Business Name: Harmi, LLC dba Harmi
- Character of business: Foods and Beverages- Restaurant.
- Location: Brookhaven Plaza, 7516 S Cass Ave, Unit 5B , Darien, IL 60561.
- Type of Liquor License: 3-3-7-4: Class D License.

As the applicant, I am stating that:

(A) I have not made application for a similar or other license on the premises other than described in this application, and the disposition of such application;

(B) I have never been convicted of a felony or a gambling offense and is not disqualified to receive a license by reason of any matter or thing contained in this chapter, the laws of this state, or the ordinances of this city;

(C) Any liquor license by any state or subdivision thereof, or by the federal government has not been previously issued to me;

(D) The date of formation of Harmi LLC dba Harmi is September 3, 2021. (E) This is the first request for local liquor license.

(F) I am not delinquent in the payment of the Retailer's Occupational Tax;

(G) I have not received or borrowed money or anything else of value, and I will not receive or borrow money or anything else of value (other than merchandising credit in the ordinary course of business) directly or indirectly, from any manufacturer, importing distributor or distributor or from any representative of any such manufacturer, importing distributor or distributor, nor be a part in any way, directly or indirectly, to any violation by a manufacturer, importing distributor or distributor of the State Liquor Control Act, this Chapter or any other Federal, State or local rules and regulations; and

(H) I will not violate any of the laws of the State or of the United States, or any ordinance of the city in the conduct of his place of business.

I have hereunto affixed my signature this 1st day of January 2023.


Applicant



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

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

(A) A Class A license shall authorize sale at retail of alcoholic liquor in the original package but not for consumption on the premises of sale. Provided, however, that the Commissioner may authorize the licensed premises to offer liquor samples without charge to invitees as part of a promotional or advertising program. The granting of permission to give away such liquor samples shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a promotional or advertising activity at least three (3) days prior to the date upon which such activity is proposed to take place. It shall be unlawful for such an advertising or promotional activity to take place without the prior permission of the Commissioner. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M. (Ord. 0-03-17, 4-3-2017)

(C) The number of Class A licenses shall be eleven (11). (Ord. 0-12-16, 4-4-2016; amd. Ord. 0-16-20, 8-3-2020)

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

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

(A) The Class B license shall authorize the sale at retail and serving of alcoholic liquor at a banquet hall or similar facility (where the predominant purpose of the premises is the holding of private or limited parties or events) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a banquet hall or similar facility on the premises. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor on the premises of such facility in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail and to serve alcoholic liquor on the premises of sale in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-19-03, 4-21-2003)

(C) The annual fee for a Class B license shall be two thousand dollars (\$2,000.00).

(D) The number of Class B licenses shall be one (1). (Ord. 0-39-94, 9-19-1994)

3-3-7-3: CLASS C LICENSE:

(A) A Class C license shall authorize the sale at retail and serving of alcoholic liquor for a country club (public/semipublic/private) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a country club on the premises. Serving of alcoholic liquor at a counter or bar shall be allowed under a Class C license to seated customers only. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful to sell or offer for sale at retail and to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-24-14, 7-7-2014)

(C) The annual fee for a Class C license shall be two thousand dollars (\$2,000.00).

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

(E) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

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

(A) A Class D license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class D liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class D liquor license between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-16-13, 8-5-2013)

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

(D) The number of Class D licenses shall be ten (10). (Ord. 0-05-17, 4-3-2017; amd. Ord. 0-06-21, 5-3-2021)

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

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

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

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

(C) The number of Class E licenses shall be four (4). (Ord. 0-07-12, 2-21-2012; amd. Ord. 0-16-20, 8-3-2020)

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

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

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

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

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

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

(E) A Class F liquor license, where issued, shall be for an establishment which caters principally to elementary aged schoolchildren and their families. Entertainment in the form of theatrical or musical presentations directed toward children and their families shall be permitted within such an establishment. The use of automatic amusement devices shall be allowed at such an establishment to the extent that they are otherwise permitted by the ordinances of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) A Class I license shall authorize the sale at retail of alcoholic liquor for consumption on the premises, provided such sale and serving is accessory to the main purpose of operating an approved amusement premises for which all permits have been previously granted by the City Council. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer to sell at retail or serve for consumption on the premises alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-41-08, 11-17-2008)

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

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

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

Temporary license, daily fee.

(A) A Class J license shall authorize the sale at retail of alcoholic liquor for consumption only at the location and on the specified dates designated for the special event in the license. Such temporary liquor licenses may be granted to organizations and clubs such as, but not limited to, veterans' organizations, educational, fraternal, political, civic, religious or other nonprofit organizations.

(B) A Class J license shall be granted on a day to day basis, but not to exceed three (3) consecutive days. The Class J license shall authorize the sale of alcoholic liquor for consumption only at the location until twelve o'clock (12:00) midnight on Friday and Saturday and until nine o'clock (9:00) P.M. on Sunday. An applicant for a temporary liquor license must submit with the application proof satisfactory to the Commissioner that the applicant shall provide dramshop liability insurance in the maximum limits. (Ord. 0-27-16, 8-1-2016)

(C) The fee for a Class J license shall be fifty dollars (\$50.00) per day. (Ord. 0-39-94, 9-19-1994)

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

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

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

(C) The number of Class K licenses shall be three (3). (Ord. 0-24-16, 7-18-2016; amd. Ord. 0-27-19, 11-4-2019; Ord. 0-10-20, 6-15-2020)

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

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

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

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

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

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

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

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

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

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

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

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

2. All growlers, cans and beers sold at retail for off premises consumption must be properly sealed.

3. Retail sales for off premises consumption and on premises consumption shall be limited to the retail portion of the licensed premises; except, however, on premises consumption may be allowed in other areas of the licensed premises during supervised tours and private events. The retail portion of the licensed premises shall not exceed three thousand (3,000) square feet.

4. Product sampling shall be permitted in accordance with State law, at no charge.

5. Patrons under twenty one (21) years of age shall be allowed on the premises when accompanied by a person twenty one (21) years of age or older; except, however, classes and seminars on alcoholic related subjects shall only be open to patrons twenty one (21) years and older.

6. Live entertainment is restricted to the indoor retail portion of the premises; except, however, live entertainment may be permitted in other indoor areas of the licensed premises during private events. (Ord. 0-34-14, 11-3-2014)

(B) It shall only be lawful to sell at retail or offer for sale at retail craft beer in conjunction with a Class N liquor license for off premises and/or on premises consumption between twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M., Sunday through Saturday. Except, however, private events shall not be restricted to the above hours. For private events it shall be unlawful to sell or

serve craft beer between the hours of one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or serve craft beer between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours of lawful sale or service of craft beer on special occasions such as New Year's Eve. (Ord. 0-16-16, 5-16-2016)

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

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

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

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

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

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only.

(D) The number of Class O licenses shall be one.

(E) The annual fee for a Class O license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-21-15, 6-15-2015)

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

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

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

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

(D) The annual fee for a Class P license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-12-17, 7-17-2017)

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

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

(B) It shall be unlawful for any person to sell or offer to sell at retail any wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M.

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

(D) The annual fee for a Class Q license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-28-19, 11-4-2019)

Liquor Licenses



Class License	License Numb	Business Name	Street #	Street Name	Contact	Contact Phone No
A						
A-1		Brookhaven Marketplace	7516	Cass Avenue, Suite 30	Mr. John Manos	(630) 212-1644
A-10		Walgreens #06176	8300	Lemont Road	Mr. Jeff Jackson	(847) 527-4612
A-11		Darien Tobacco Wine & Liquor	7516	Cass Avenue, #5A	Ms. Manisha Patel	(773) 716-8459
A-2		Darien Pantry	737	Plainfield Road, Ste 5	Mr. Deveshkumar M. Nanavati	(630) 991-3490
A-3		Jewel Food Store #0123	7335	Cass Avenue	Ms. Johanna Chacon	(630) 948-6010
A-5		Osco Drug Store #0123	7329-7335	Cass Avenue	Ms. Johanna Chacon	(630) 948-6010
A-6		Aldi, Inc #80	2251	75th Street	Mr. Dan Jaster	(630) 761-2413
A-7		Darien Liquor	8125	Cass Avenue	Mr. Mitesh Shah	(847) 207-4418
A-8		Walmart #2215	2189	75th Street	Ms. Mr. Matt Walsh	
A-9		Walgreens #09033	7516	Cass Avenue	Mr. Jeff Jackson	(847) 527-4612
B						
B-1		Alpine Banquets, Inc.	8230	Cass Avenue	Mr. & Mrs. Stanley Kos	(630) 964-4154
C						
C-1		Carriage Way West, Inc.	8700	Carriage Green Drive	Mr. Brian Broderick	(630) 390-0478
D						
D-1		Tai San Chef	2813	83rd Street	Mr. Biyan Zhao	(630) 985-5006
D-10		Blueberry Hill Café	7430	Route 83	Mr. Steve Zervakis	(708) 380-4429
D-2		Patio Restaurant of Darien, Inc.	7440	Kingery Highway	Ms. Janet Koliopoulos	(708) 430-1313
D-3		Aodake	2129	75th Street	Ms. Wang Yan	(860) 518-8888
D-4		TGI Friday's Inc., #2670	2201	75th Street	Mr. Anil Yadav	(510) 792-3393
D-5		Al Chile Mexican Grill, Inc.	8123	Cass Avenue	Mr. Jorge Prado Ruiz	(630) 390-8880
D-6		Mi Hacienda	2601	75th Street	Mr. Enrique A. Rodriguez	(901) 487-0058
D-7		Old Vilnius Café	2601	75th Street, Unit B	Mr. Andrius Bucas	(847) 845-3972
D-8		Chiba Japanese Restaurant	7533	Cass Ave	Mr. Jing T. He	(630) 850-7848

Class License	License Numb	Business Name	Street #	Street Name	Contact	Contact Phone No
E	D-9	Dotty's	7516	Cass Avenue, #24	M. Renata Burza	(224) 217-9555
	E-2	Speedway #5344	8301	Lemont Road	Ms. Lori Stanton	(937) 863-7191
	E-5	Circle K #4706713	8975	Lemont Road	Ms. Carole Owings	(812) 379-9227
	E-6	Speedway #7765	7502	Cass Ave	Ms. Lori Stanton	(937) 863-7191
	E-7	Speedway #1425	10250	Lemont Road	Ms. Lori Stanton	(972) 828-7115
F	F-1	Chuck E. Cheese	7409	Cass Avenue	Ms. Maribel Alamillo	(972) 258-5481
G	G-1	Dry Dock	1125	North Frontage Road	Ms. Maureen Strauser	(630) 963-0808
H	H-1	Home Run Inn Corp.	7521	Lemont Road	Ms. Danyell Wade	(630) 783-9696
	H-3	Café Smilga	2819	83rd Street	Mr. Vladas Kriauciunas	(630) 935-5073
I	I-1	Q Bar	8109-8115	Cass Avenue	Mr. Robert D. Taft	(630) 926-1454
K	K-2	Burrito Paradise	7516	Cass Avenue	Mr. Christopher Witthoef	(630) 968-0930
	K-3	Buona	7417	Cass Avenue	Mr. Lynn Kearins	(708) 749-2333
	K-4	Brooster's	1010	Plainfield Road	Mr. Mirko Sajic	(630) 915-1285
	K-5	Stella's Place	2415	75th Street, Unit C2	Mr. Daniel Fisher	(847) 268-4964
M	M-1	VPW	801	Plainfield Road, Ste 12	Mr. Brian Bischoff	(630) 688-0591
N	N-1	Miskatonic Brewing Company	1000	N. Frontage Rd, Unit C	Mr. Joshua C. Mowry	(630) 484-5389
O	O-1	Chuck's Southern Comforts Café and B	8025	Cass Avenue	Mr. Jim C. Pine	(708) 670-2051
P						

Class License	License Numb	Business Name	Street #	Street Name	Contact	Contact Phone No
	P-1	Zazzo's Pizza and Catering	7360	Route 83	Mr. Dominic Barraco	(630) 655-4788
	P-2	Fry the Coop	2019	75th Street	Mr. Joseph A. Fontana	
Q	Q-1	Carmelite Gift Shop	8501	Bailey Rd	Ms. Theresa Leyden	(630) 969-0001

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

**ORDINANCE NO. _____
AN ORDINANCE AMENDING SECTION 3-3-7-4(D)
OF THE DARIEN CITY CODE**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS 6th DAY OF MARCH, 2023

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
_____ day of March, 2023.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-4(D)
OF THE DARIEN CITY CODE**

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

SECTION 1: Section 3-3-7-4(D) “Class D License”, as amended is hereby amended to increase the number of Class D licenses from ten (10) to eleven (11), to read as follows:

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

(D) The number of Class D licenses shall be eleven (11).

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 6th day of March, 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

1. An **ordinance** abating property tax heretofore levied by ordinance no. O-28-12 in the amount of \$304,750
2. An **ordinance** abating property tax heretofore levied by ordinance no. O-11-18 in the amount of \$387,150

BACKGROUND HISTORY

The proposed FYE 24 budget includes abating property taxes in the sums of \$304,750 and \$387,150 levied during the calendar year 2022, collectable in calendar 2023. These abatements pertain to the issuance of bonds to finance the water system public improvements. The bond principal and interest will be paid from the water revenues as discussed during the FYE 24 budget meeting.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of the abatement ordinances.

ALTERNATE CONSIDERATION

Not approving the ordinance would be an alternate consideration.

DECISION MODE

This will be on the March 6, 2023, City Council agenda for formal approval.

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE ABATING PROPERTY TAX
HERETOFORE LEVIED BY ORDINANCE NO. O-28-12**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 6th DAY OF MARCH, 2023**

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this ___
day of March, 2023.**

ORDINANCE NO. _____

**AN ORDINANCE ABATING PROPERTY TAX
HERETOFORE LEVIED BY ORDINANCE NO. O-28-12**

WHEREAS, heretofore the Mayor and City Council of the City of Darien adopted Ordinance No. O-28-12, "AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$2,810,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012, OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS, AND FURTHER PROVIDING FOR THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH SUCH ISSUANCE"; and

WHEREAS, said Ordinance authorized the issuance of refunding bonds to finance the construction of a water tower and related public improvements; and

WHEREAS, pursuant to said Ordinance the amount of \$304,750 was levied for the year 2022, collectable in 2023; and

WHEREAS, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2022 collectable in 2023 may be abated;

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

Section 1: Abatement. That the sum of \$304,750 heretofore levied for the year 2022, collectable in 2023, pursuant to Ordinance No. O-28-12 shall be, and hereby is, **ABATED**.

Section 2: Direction. The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

ORDINANCE NO. _____

Section 3: Certified Copy. The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the DuPage County Clerk.

Section 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE ABATING PROPERTY TAX
HERETOFORE LEVIED BY ORDINANCE NO. O-11-18**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 6th DAY OF MARCH, 2023**

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
____ day of March, 2023.**

ORDINANCE NO. _____

**AN ORDINANCE ABATING PROPERTY TAX
HERETOFORE LEVIED BY ORDINANCE NO. O-11-18**

WHEREAS, heretofore the Mayor and City Council of the City of Darien adopted Ordinance NO. O-11-18 “AN ORDINANCE OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2018, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS”; and

WHEREAS, said Ordinance authorized the issuance of bonds to finance the costs to construct, renovate, equip, rehabilitate and improve infrastructure within the City, including but not limited to infrastructure projects relating to the City’s water system, and to pay the costs of issuing the Bonds; and

WHEREAS, pursuant to said Ordinance the amount of \$387,150 was levied for the year 2022, collectable in 2023; and

WHEREAS, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2022 collectable in 2023 may be abated;

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

Section 1: Abatement. That the sum of \$387,150 heretofore levied for the year 2022, collectable in 2023, pursuant to Ordinance NO. O-11-18 shall be, and hereby is, **ABATED**.

ORDINANCE NO. _____

Section 2: Direction. The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

Section 3: Certified Copy. The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the DuPage County Clerk.

Section 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March, 2023

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to enter into a contract with Orange Crush, LLC for the 2023 Street Program as per the following schedule of pricing, pending 2023/24 Budget approval

Base Bid -	\$1,206,402.75
Alternate 1 - Patching	\$ 108,000.00
<u>Alternate 2 – Darien Club Dr., Limerick Ct., Galway Ct.</u>	<u>\$ 583,239.75</u>
Total Cost	\$1,897,642.50

RESOLUTION

BACKGROUND/HISTORY

This year’s 2023 Street Maintenance Program includes 5.2 miles to be resurfaced. Typically the City averages approximately 5 miles of resurfacing per year. This year’s program includes the following,

Base Bid - Includes the proposed schedule as listed below:

2023 Road Program Schedule

STREET	ROAD LENGTH (linear ft.)	SUBDIVISION/LIMIT	LAST REHAB	CURRENT RATING
GREENBRIAR LN	1200	BAILEY - GRANT	2013	70
PINE CT	600	GREENBRIAR - LIMIT	2012	71
HINSWOOD DR	1120	FRONTAGE - BOB-O-LINK	2008	68
OLD OAK PL	700	CARRAGE GREENS - ROYAL OAK	2009	67
OLD OAK CDS	250	CARRAGE GREENS - EAST LIMIT	2009	67
ROYAL OAK RD	800	OLD OAK PL - CARRAGE GREENS	2009	67
ROYAL OAK CDS	500	CARRAGE GREENS - EAST LIMIT	2007	67
PITCHER DR	860	AILSWORTH-CLIFFORD	2008	66
CLIFFORD RD	660	PITCHER-CLIFFORD	2008	69
STEWART RD	860	AILSWORTH-CLIFFORD	2008	69
HAVENS DR	360	STEWART-87TH	2004	65
DARIEN CLUB DR	5920	FAIRVIEW-CASS	2008	69
GALWAY CT	480	DARIEN CLUB-LIMIT	2011	70
SWEETBRIAR LN	2000	DARIEN CLUB-FAIRVIEW	2008	69
LIMERICK CT	600	DARIEN CLUB-LIMIT	2011	70
KELLY CT	650	SWEETBRIAR-LIMIT	2011	69
WARWICK DR	1900	JANET-79TH	2009	69
JANET AVE	1000	GAIL-EAST DEAD END	2009	69
BENTLEY AVE	600	72ND-73RD	2008	68
73RD	450	BENTLEY-TENNESSEE	2008	68
SIERRA DR	1350	71ST- 69TH	2008	69
SIERRA CT	400	SIERRA - LIMIT	2008	70
CHARLESTON DR	1210	67TH - CHESTNUT	2007	67
CHESTNUT LN	676	RICHMOND - CHARLESTON	2007	69
CREST RD	2200	67TH - HOLLY	2008	67
WILMETTE STAND PIPE	200	BAILEY - GRANT		
	5.18	MILES		

Alternate 1 - Patching \$108,000.00 – Includes the removal and replacement of road base throughout the City due to failing base.

Alternate 2 – Darien Club Dr., Limerick Ct., and Galway Ct.

Sealed bids were opened on Tuesday, January 24, 2023. A summary of the six (6) bids received is attached and labeled as [Attachment A](#). The lowest responsive bid for the **Base Bid** was Orange Crush, LLC in the amount of \$1,206,402.75. With the **Base Bid, Alternate 1 and 2** Orange Crush, LLC is the awarded responsive bidder, pending budget approval: \$1,897,642.50.

The proposed 2023 Road Program would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23-24 BUDGET	PROPOSED EXPENDITURE
25-35-4855	Street Reconstruction/Rehab 2023 City Street Maintenance Program	\$1,206,402.75	\$1,206,402.75
	Alternate 1 - Patching	\$ 108,000.00	\$ 108,000.00
	Alternate 2 - Darien Club, Limerick, Galway	\$ 583,239.75	\$ 583,239.75
	TOTAL COSTS		\$1,897,642.50

COMMITTEE RECOMMENDATION

The Municipal Services Committee and Christopher B. Burke Engineering recommends awarding the base bid and alternates to Orange Crush, LLC for the 2023 Street Program contract in the amount of \$1,897,642.50. In the past, Orange Crush, LLC has completed very satisfactory work for the City. 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 an upcoming City Council agenda for formal approval, pending budget consideration.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN
2023 STREET PROGRAM
(CBBEL PROJECT NO. 22-0619)
BID TABULATION
DATE: January 24, 2023

NUMBER	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		ORANGE CRUSH, LLC		SCHROEDER ASPHALT SERVICES, INC.		LINDAHL BROTHERS, INC.		M&J ASPHALT PAVING COMPANY, INC.		A LAMP CONCRETE CONTRACTORS, INC.		BROTHERS ASPHALT PAVING, INC.	
				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	SQ YD	5232	\$ 1.75	\$ 9,156.00	\$ 1.00	\$ 5,232.00	\$ 0.70	\$ 3,662.40	\$ 1.35	\$ 7,063.20	\$ 2.00	\$ 10,464.00	\$ 1.00	\$ 5,232.00	\$ 2.00	\$ 10,464.00
35800200	AGGREGATE BASE REPAIR	TON	276	\$ 20.00	\$ 5,520.00	\$ 53.00	\$ 14,628.00	\$ 17.00	\$ 4,692.00	\$ 19.50	\$ 5,106.00	\$ 20.00	\$ 5,520.00	\$ 10.00	\$ 2,760.00	\$ 20.00	\$ 5,520.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	60	\$ 24.00	\$ 1,440.00	\$ 42.00	\$ 2,520.00	\$ 17.00	\$ 1,020.00	\$ 18.50	\$ 1,110.00	\$ 20.00	\$ 1,200.00	\$ 10.00	\$ 600.00	\$ 50.00	\$ 3,000.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	62660	\$ 0.95	\$ 59,527.00	\$ 0.50	\$ 31,330.00	\$ 0.01	\$ 626.60	\$ 0.01	\$ 626.60	\$ 0.01	\$ 626.60	\$ 0.01	\$ 626.60	\$ 0.20	\$ 12,532.00
40603200	POLYMERIZED HOT MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	2770	\$ 80.00	\$ 221,600.00	\$ 95.00	\$ 263,150.00	\$ 110.00	\$ 304,700.00	\$ 112.00	\$ 310,240.00	\$ 125.00	\$ 346,250.00	\$ 150.00	\$ 415,500.00	\$ 118.00	\$ 326,880.00
40603080	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	620	\$ 80.00	\$ 50,000.00	\$ 65.00	\$ 53,300.00	\$ 53.00	\$ 68,660.00	\$ 64.00	\$ 88,880.00	\$ 104.00	\$ 85,280.00	\$ 105.00	\$ 86,100.00	\$ 95.50	\$ 78,310.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	5960	\$ 80.00	\$ 476,800.00	\$ 72.00	\$ 429,120.00	\$ 87.00	\$ 518,520.00	\$ 85.75	\$ 511,070.00	\$ 106.00	\$ 625,800.00	\$ 110.00	\$ 655,600.00	\$ 96.25	\$ 573,650.00
44000157	HOT MIX ASPHALT SURFACE REMOVAL 2"	SQ YD	60980	\$ 2.50	\$ 152,450.00	\$ 2.75	\$ 167,695.00	\$ 2.25	\$ 137,205.00	\$ 3.50	\$ 213,430.00	\$ 3.50	\$ 213,430.00	\$ 4.00	\$ 243,920.00	\$ 2.70	\$ 164,646.00
44000165	HOT MIX ASPHALT SURFACE REMOVAL 4"	SQ YD	5494	\$ 3.00	\$ 16,482.00	\$ 4.25	\$ 23,349.50	\$ 3.25	\$ 17,855.50	\$ 4.75	\$ 26,098.50	\$ 6.00	\$ 32,964.00	\$ 6.00	\$ 32,964.00	\$ 4.00	\$ 21,976.00
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	750	\$ 75.00	\$ 56,250.00	\$ 58.00	\$ 43,500.00	\$ 43.00	\$ 32,250.00	\$ 42.00	\$ 31,500.00	\$ 48.00	\$ 36,000.00	\$ 25.00	\$ 18,750.00	\$ 40.00	\$ 30,000.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	750	\$ 75.00	\$ 56,250.00	\$ 51.00	\$ 38,250.00	\$ 40.00	\$ 30,000.00	\$ 42.00	\$ 31,500.00	\$ 47.00	\$ 35,250.00	\$ 25.00	\$ 18,750.00	\$ 40.00	\$ 30,000.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	750	\$ 75.00	\$ 56,250.00	\$ 46.00	\$ 34,500.00	\$ 35.00	\$ 26,250.00	\$ 42.00	\$ 31,500.00	\$ 42.00	\$ 31,500.00	\$ 25.00	\$ 18,750.00	\$ 40.00	\$ 30,000.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	1684	\$ 75.00	\$ 126,300.00	\$ 42.00	\$ 70,728.00	\$ 35.00	\$ 58,940.00	\$ 42.00	\$ 70,728.00	\$ 42.00	\$ 70,728.00	\$ 20.00	\$ 33,680.00	\$ 40.00	\$ 67,360.00
48101488	AGGREGATE SHOULDERS, TYPE B 4"	SQ YD	2980	\$ 20.00	\$ 59,600.00	\$ 7.00	\$ 20,860.00	\$ 9.00	\$ 23,040.00	\$ 12.00	\$ 34,560.00	\$ 19.00	\$ 51,840.00	\$ 10.00	\$ 29,800.00	\$ 11.00	\$ 31,680.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	131	\$ 0.60	\$ 78.60	\$ 1.75	\$ 229.25	\$ 1.00	\$ 131.00	\$ 2.00	\$ 262.00	\$ 2.00	\$ 262.00	\$ 1.00	\$ 131.00	\$ 2.50	\$ 327.50
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	63	\$ 0.60	\$ 37.80	\$ 5.00	\$ 315.00	\$ 1.00	\$ 63.00	\$ 2.00	\$ 126.00	\$ 2.00	\$ 126.00	\$ 2.00	\$ 126.00	\$ 40.00	\$ 2,520.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	98	\$ 10.00	\$ 980.00	\$ 27.00	\$ 2,646.00	\$ 14.00	\$ 1,372.00	\$ 35.20	\$ 3,449.60	\$ 40.00	\$ 3,920.00	\$ 45.00	\$ 4,410.00	\$ 37.66	\$ 3,686.68
*X0326582	STRUCTURES TO BE ADJUSTED	EACH	10	\$ 450.00	\$ 4,500.00	\$ 575.00	\$ 5,750.00	\$ 900.00	\$ 9,000.00	\$ 1,400.00	\$ 14,000.00	\$ 1,410.00	\$ 14,100.00	\$ 1,150.00	\$ 11,500.00	\$ 1,000.00	\$ 10,000.00
*INDICATES SPECIAL PROVISION				TOTAL = \$ 1,366,821.40		TOTAL = \$ 1,206,402.75		TOTAL = \$ 1,237,387.50		TOTAL = \$ 1,361,247.90		TOTAL = \$ 1,568,752.60		TOTAL = \$ 1,578,199.60		TOTAL = \$ 1,402,536.18	

ALTERNATE 1 - MISCELLANEOUS PATCHING			ENGINEER'S ESTIMATE		ORANGE CRUSH, LLC		SCHROEDER ASPHALT SERVICES, INC.		LINDAHL BROTHERS, INC.		M&J ASPHALT PAVING COMPANY, INC.		A LAMP CONCRETE CONTRACTORS, INC.		BROTHERS ASPHALT PAVING, 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
*NA	MISCELLANEOUS PATCHING, 6"	SQ YD	1500	\$ 45.00	\$ 67,500.00	\$ 72.00	\$ 108,000.00	\$ 53.00	\$ 79,500.00	\$ 65.50	\$ 98,250.00	\$ 77.00	\$ 115,500.00	\$ 87.50	\$ 131,250.00	\$ 80.00	\$ 120,000.00
*INDICATES SPECIAL PROVISION				TOTAL = \$ 67,500.00		TOTAL = \$ 108,000.00		TOTAL = \$ 79,500.00		TOTAL = \$ 99,750.00		TOTAL = \$ 115,500.00		TOTAL = \$ 131,250.00		TOTAL = \$ 120,000.00	

ALTERNATE 2 - DARIEN CLUB, LIMERICK, GALWAY			ENGINEER'S ESTIMATE		ORANGE CRUSH, LLC		SCHROEDER ASPHALT SERVICES, INC.		LINDAHL BROTHERS, INC.		M&J ASPHALT PAVING COMPANY, INC.		A LAMP CONCRETE CONTRACTORS, INC.		BROTHERS ASPHALT PAVING, 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
35800100	PREPARATION OF BASE	SQ YD	20160	\$ 1.75	\$ 35,280.00	\$ 1.00	\$ 20,160.00	\$ 0.85	\$ 13,104.00	\$ 1.35	\$ 27,216.00	\$ 2.00	\$ 40,320.00	\$ 1.00	\$ 20,160.00	\$ 2.00	\$ 40,320.00
35800200	AGGREGATE BASE REPAIR	TON	1059	\$ 20.00	\$ 21,180.00	\$ 53.00	\$ 56,127.00	\$ 17.00	\$ 18,003.00	\$ 18.50	\$ 19,591.50	\$ 20.00	\$ 21,180.00	\$ 10.00	\$ 10,590.00	\$ 20.00	\$ 21,180.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	60	\$ 24.00	\$ 1,440.00	\$ 42.00	\$ 2,520.00	\$ 15.00	\$ 900.00	\$ 18.50	\$ 1,110.00	\$ 20.00	\$ 1,200.00	\$ 10.00	\$ 600.00	\$ 50.00	\$ 3,000.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	21930	\$ 0.95	\$ 20,833.50	\$ 0.50	\$ 10,965.00	\$ 0.01	\$ 219.30	\$ 0.01	\$ 219.30	\$ 0.01	\$ 219.30	\$ 0.01	\$ 219.30	\$ 0.20	\$ 4,386.00
40603200	POLYMERIZED HOT MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	190	\$ 80.00	\$ 15,200.00	\$ 95.00	\$ 18,050.00	\$ 110.00	\$ 20,900.00	\$ 112.00	\$ 21,280.00	\$ 125.00	\$ 23,750.00	\$ 150.00	\$ 28,500.00	\$ 118.00	\$ 22,420.00
40603080	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	3110	\$ 80.00	\$ 248,800.00	\$ 65.00	\$ 202,150.00	\$ 83.00	\$ 258,130.00	\$ 84.00	\$ 261,240.00	\$ 92.00	\$ 286,120.00	\$ 98.00	\$ 304,780.00	\$ 95.50	\$ 297,005.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	2070	\$ 80.00	\$ 165,600.00	\$ 72.00	\$ 149,040.00	\$ 87.00	\$ 180,090.00	\$ 85.25	\$ 176,467.50	\$ 106.00	\$ 217,350.00	\$ 112.00	\$ 231,840.00	\$ 96.25	\$ 199,237.50
44000157	HOT MIX ASPHALT SURFACE REMOVAL 2"	SQ YD	2180	\$ 2.50	\$ 5,450.00	\$ 2.75	\$ 5,995.00	\$ 2.25	\$ 4,905.00	\$ 3.50	\$ 7,630.00	\$ 3.50	\$ 7,630.00	\$ 4.00	\$ 8,720.00	\$ 2.70	\$ 5,886.00
44000165	HOT MIX ASPHALT SURFACE REMOVAL 4"	SQ YD	21168	\$ 3.00	\$ 63,504.00	\$ 4.25	\$ 89,964.00	\$ 3.15	\$ 66,679.20	\$ 4.50	\$ 95,256.00	\$ 6.00	\$ 126,816.00	\$ 6.00	\$ 126,816.00	\$ 4.00	\$ 84,672.00
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	180	\$ 75.00	\$ 13,500.00	\$ 58.00	\$ 10,440.00	\$ 30.00	\$ 5,400.00	\$ 42.00	\$ 7,560.00	\$ 48.00	\$ 8,640.00	\$ 25.00	\$ 4,500.00	\$ 60.00	\$ 10,800.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	180	\$ 75.00	\$ 13,500.00	\$ 51.00	\$ 9,180.00	\$ 30.00	\$ 5,400.00	\$ 42.00	\$ 7,560.00	\$ 47.00	\$ 8,460.00	\$ 25.00	\$ 4,500.00	\$ 60.00	\$ 10,800.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	180	\$ 75.00	\$ 13,500.00	\$ 46.00	\$ 8,280.00	\$ 30.00	\$ 5,400.00	\$ 42.00	\$ 7,560.00	\$ 42.00	\$ 7,560.00	\$ 25.00	\$ 4,500.00	\$ 60.00	\$ 10,800.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	190	\$ 75.00	\$ 13,500.00	\$ 42.00	\$ 7,980.00	\$ 30.00	\$ 5,400.00	\$ 42.00	\$ 7,980.00	\$ 42.00	\$ 7,980.00	\$ 25.00	\$ 4,500.00	\$ 60.00	\$ 10,800.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	25	\$ 0.60	\$ 15.00	\$ 1.75	\$ 43.75	\$ 1.00	\$ 25.00	\$ 2.00	\$ 50.00	\$ 2.00	\$ 50.00	\$ 1.00	\$ 25.00	\$ 2.50	\$ 62.50
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	13	\$ 0.60	\$ 7.80	\$ 5.00	\$ 65.00	\$ 1.00	\$ 13.00	\$ 2.00	\$ 26.00	\$ 2.00	\$ 26.00	\$ 2.00	\$ 26.00	\$ 40.00	\$ 520.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	\$ 10.00	\$ 250.00	\$ 27.00	\$ 675.00	\$ 14.00	\$ 350.00	\$ 35.20	\$ 880.00	\$ 40.00	\$ 1,000.00	\$ 45.00	\$ 1,125.00	\$ 37.66	\$ 467.50
*X0326582	STRUCTURES TO BE ADJUSTED	EACH	1	\$ 450.00	\$ 450.00	\$ 575.00	\$ 575.00	\$ 900.00	\$ 900.00	\$ 1,400.00	\$ 1,400.00	\$ 1,410.00	\$ 1,410.00	\$ 1,150.00	\$ 1,150.00	\$ 1,000.00	\$ 1,000.00
*INDICATES SPECIAL PROVISION				TOTAL = \$ 624,810.30		TOTAL = \$ 583,239.75		TOTAL = \$ 584,045.50		TOTAL = \$ 632,091.30		TOTAL = \$ 717,165.30		TOTAL = \$ 724,600.30		TOTAL = \$ 1,275,310.50	

GRAND TOTAL = \$ 2,059,131.70 \$ 1,897,642.50 \$ 1,900,933.00 \$ 2,093,089.20 \$ 2,401,417.90 \$ 2,434,049.90 \$ 2,797,846.68

MEMO

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 24, 2023

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

Attention: Dan Gombac

Subject: City of Darien – 2023 Street Program
 (CBBEL Project No. 22-0619)

Dear Dan:

On Tuesday, January 24th, 2023, at 10:00 a.m., bids were received at the City of Darien City Hall for the 2023 Street Program. There were six (6) 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**.

Company Name	Base Bid (As Corrected)	Alternate 1 Bid	Alternate 2 Bid (As Corrected)	Bid Bond
Engineer's Estimate	\$1,366,821.40	\$67,500.00	\$624,810.30	✓
ORANGE CRUSH, LLC	\$1,206,402.75	\$108,000.00	\$583,239.75	✓
SCHROEDER ASPHALT SERVICES, INC.	\$1,237,387.50	\$79,500.00	\$584,045.50	✓
LINDAHL BROTHERS, INC.	\$1,361,247.90	\$99,750.00	\$632,091.30	✓
M&J ASPHALT PAVING COMPANY, INC.	\$1,568,752.60	\$115,500.00	\$717,165.30	✓
A LAMP CONCRETE CONTRACTORS, INC.	\$1,578,199.60	\$131,250.00	\$724,600.30	✓
BROTHERS ASPHALT PAVING, INC.	\$1,402,536.18	\$120,000.00	\$1,275,310.50	✓

Orange Crush, LLC was the low qualified bidder for the total project in the amount of \$1,897,642.50. Orange Crush, LLC has performed satisfactory work with the City in the past and CBBEL believes their bid to be in order. Therefore, based on the City's budget, the City suggests accepting Orange Crush LLC's bid for the Base Bid and all Alternate Bids.

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

Sincerely,



Lee M Fell, PE
 Vice President, Assistant Department Head, Civil Engineering Design



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH ORANGE CRUSH, LLC FOR THE 2023 STREET PROGRAM AS PER THE FOLLOWING SCHEDULE OF PRICING, PENDING 2023/24 BUDGET APPROVAL: BASE BID - \$1,206,402.75; ALTERNATE 1 – PATCHING - \$108,000.00; ALTERNATE 2 – DARIEN CLUB DR., LIMERICK CT., GALWAY CT., - \$583,239.75; TOTAL COST \$1,897,642.50

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a contract with Orange Crush, LLC for the 2023 Street Program as per the following schedule of pricing pending 2023/24 Budget approval: Base Bid - \$1,206,402.75; Alternate 1 – Patching - \$108,000.00; Alternate 2 – Darien Club Dr., Limerick Ct., Galway Ct., - \$583,239.75; Total Cost \$1,897,642.50, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 6th day of March, 2023.

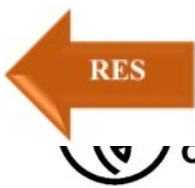
JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Contractor's Name

ORANGE CRUSH, LLC.

Contractor's Address

321 CENTER STREET

City

HILLSIDE

State

IL

Zip Code

60162

STATE OF ILLINOIS

Local Public Agency

CITY OF DARIEN

County

Cook

Section Number

N/A

Street Name/Road Name

2023 Street Program

Type of Funds

Local

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Signature and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

MAYOR

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation

Local Public Agency	Local Street/Road Name	County	Section Number
CITY OF DARIEN	2023 Street Program	Cook	N/A

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____
of DARIEN _____, known as the party of the first part, and ORANGE CRUSH, LLC. _____,
its successor, and assigns, known as the party of the second part.

2. 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 this contract, the party of the second part agrees with said party of the first part, at its 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 contract.

3. 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 Section N/A _____ in CITY OF DARIEN _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of DARIEN _____
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name
ORANGE CRUSH, LLC.

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest: Secretary	Date

Partner	Date

(SEAL)

Partners doing Business under the firm name of
Party of the Second Part

--

(If an individual)

Party of the Second Part	Date



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
CITY OF DARIEN	Cook	Various	

Bond information to be returned to Local Public Agency at _____
Complete Address

We, _____
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of _____

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA 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 LPA acting through its awarding authority for the construction of work on the above sections, 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 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 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 it 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 LPA 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 shall be void; otherwise it shall 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 agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Title _____ Date _____

Attest
Signature & Title _____ Date _____

Company Name

By
Signature & Title _____ Date _____

Attest
Signature & Title _____ Date _____

(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 IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature

[Signature Box]

Date commission expires _____

SURETY

Name of Surety

[Name of Surety Box]

Title

By:

[Title Box]

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature

[Signature Box]

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

[Clerk Signature Box]

[Clerk Date Box]

Awarding Authority

[Awarding Authority Box]

Awarding Authority Signature

Date

[Awarding Authority Signature Box]

[Awarding Authority Date Box]

Local Public Agency Type Clerk

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Darien	DuPage		2023 Street Program

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Darien City Hall

1702 Plainfield Road, Darien, IL 60561	Name of Office	
	until 10:00 AM	on 01/24/23
Address	Time	Date

Sealed proposals will be opened and read publicly at the office of Darien City Hall

1702 Plainfield Road, Darien, IL 60561	Name of Office	
	at 10:00 AM	on 01/24/23
Address	Time	Date

DESCRIPTION OF WORK

Location	Project Length
See attached location map	22,104' (4.19 MI)

Proposed Improvement

Description of Improvement

The proposed work is officially known as "2023 Street Program" and further described as hot-mix asphalt surface removal, polymerized HMA binder course, binder course, surface course, pavement markings and patching, all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL).

Base Bid

The base consists of resurfacing the streets listed in the "Base Bid" section on the following page according to the appropriate scope of work as described in the table below.

Alternate 1 Bid

Miscellaneous Class "D" Patching, 6" of various streets throughout the City.

Alternate 2 Bid

Resurfacing of Darien Club Dr., Limerick Ct., and Galway Ct.

1. Plans and proposal forms will be available in the office of

for download only from QuestCDN via the Christopher B. Burke Engineering, Ltd. (CBBEL) website http://cbbel.com/bidding-info/ or at www.questcdn.com under login using QuestCDN# 8343439 for a non-refundable charge of \$30.00.

2. Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. Local Public Agency Formal Contract Proposal (BLR 12200)
- b. Schedule of Prices (BLR 12201)
- c. Proposal Bid Bond (BLR 12230) (if applicable)

- d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- 5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
- 6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
- 7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
- 8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
- 9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Darien	DuPage		2023 Street Program

PROPOSAL

1. Proposal of ORANGE CRUSH L.L.C.
Contractor's Name
321 S. CENTER STREET HILLSEDE, IL 60162
Contractor's Address
2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd. (CBBEL) and approved by the Department of Transportation on _____.
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 35 working days or by _____ unless additional time is granted in accordance with the specifications.
6. 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 of check shall be forfeited to the Awarding Authority.
7. 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 products 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. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, 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.
10. 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

Contractor's Name

Orange Crush, LLC

Contractor's Address

321 Center Street

City

Hillside

State

Zip Code

IL 60162

Local Public Agency

City of Darien

County

DuPage

Section Number

Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Base Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
35800100	PREPARATION OF BASE	SQ YD	5232	\$1.00	\$5,232.00
35800200	AGGREGATE BASE REPAIR	TON	276	\$53.00	\$14,628.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	60	\$42.00	\$2,520.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	62660	\$0.50	\$31,330.00
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	2770	\$95.00	\$263,150.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	820	\$65.00	\$53,300.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	5960	\$72.00	\$429,120.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	60980	\$2.75	\$167,695.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	5494	\$4.25	\$23,349.50
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	750	\$58.00	\$43,500.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	750	\$51.00	\$38,250.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	750	\$46.00	\$34,500.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	1684	\$42.00	\$70,728.00
48101498	AGGREGATE SHOULDERS, TYPE B 4"	SQ YD	2880	\$7.00	\$20,160.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	131	\$1.75	\$229.25
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	63	\$5.00	\$315.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	98	\$27.00	\$2,646.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	10	\$575.00	\$5,750.00
Bidder's Total Proposal (Base Bid)					\$1,206,402.75

1. Each pay item should have a unit price and a total price.
2. 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.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Contractor's Name
Orange Crush, LLC

Contractor's Address
321 Center Street

City
Hillside

State
IL

Zip Code
60162

Local Public Agency
City of Darien

County
DuPage

Section Number

Route(s) (Street/Road Name)
Various

Schedule for Multiple Bids		
Combination Letter	Section Included in Combinations	Total

Schedule for Alternate 1 Bid
(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
*NA	MISCELLANEOUS PATCHING, 6"	SQ YD	1500	\$ 72.00	\$108,000.00
Bidder's Total Proposal (Alternate 1 Bid):					\$108,000.00

1. Each pay item should have a unit price and a total price.
2. 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.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Contractor's Name

Orange Crush, LLC

Contractor's Address

321 Center Street

City

Hillside

State Zip Code

IL 60162

Local Public Agency

City of Darien

County

DuPage

Section Number

Route(s) (Street/Road Name)

Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Alternate 2 Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
35800100	PREPARATION OF BASE	SQ YD	20160	\$1.00	\$20,160.00
35800200	AGGREGATE BASE REPAIR	TON	1059	\$53.00	\$56,127.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	60	\$42.00	\$2,520.00
40600200	BITUMINOUS MATERIALS (TACK COAT)	POUND	21930	\$0.50	\$10,965.00
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4,75, N50	TON	100	\$95.00	\$9,500.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	3110	\$65.00	\$202,150.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	2070	\$72.00	\$149,040.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2180	\$2.75	\$5,995.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	21168	\$4.25	\$89,964.00
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	180	\$58.00	\$10,440.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	180	\$51.00	\$9,180.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	180	\$46.00	\$8,280.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	180	\$42.00	\$7,560.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	25	\$1.75	\$43.75
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	13	\$5.00	\$65.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	\$27.00	\$675.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	1	\$575.00	\$575.00
Bidder's Total Proposal (Alternate 2 Bid)					\$583,239.75

- 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.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
City of Darien	Cook	VARIOUS	

I, Daniel Ahern of Hillside, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the Vice President of Orange Crush, LLC.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Orange Crush, LLC, will maintain a business office in the
Bidder
 State of Illinois, which will be located in Cook County, Illinois.
County
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.

Signature	Date
	1/24/23

Print Name of Affiant

Daniel Ahern

Notary Public

State of IL

County Cook

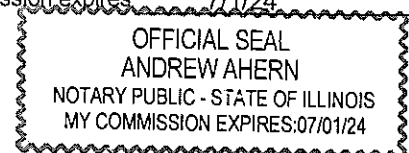
Signed (or subscribed or attested) before me on 1/24/23 by
(date)

Daniel Ahern, authorized agent(s) of
(name/s of person/s)

Orange Crush, LLC
Bidder

Signature of Notary Public

My commission expires 7/1/24



(SEAL)

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

A resolution accepting the unit price proposal for analytical soil testing fees from Clean Soils Consulting, LLC at the proposed unit prices for certain waste for a period of May 1, 2023 through April 30, 2024.

RESOLUTION

BACKGROUND

During the year, the department generates excavated materials from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. On July 30, 2011, Public Act 96-1416 Clean Construction or Demolition Debris (CCDD), became law. The law required the Illinois EPA to propose rules to establish technical requirements for CCDD facilities; set operating standards for uncontaminated soil fill operations; and develop standards for the maximum allowable concentrations of chemical constituents in uncontaminated soil generated during construction or demolition activities and used as fill material.

The law affects owners and operators of CCDD facilities and uncontaminated soil fill operations as well as governmental entities, road builders, landscapers, and other contractors and excavators that deliver CCDD or uncontaminated soil generated from construction or demolition activities to CCDD facilities and uncontaminated soil fill operations.

Staff requested competitive quotes for the required analytical testing services and received two (2) competitive quote (see [Attachment A](#)). The lowest bid was provided by Clean Soils Consulting, LLC. The pricing is to be held in place from May 1, 2023 to April 30, 2024.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$26,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends accepting the unit price proposal for analytical soil testing fees from Clean Soils Consulting, LLC at the proposed unit prices.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the March 6, 2023 City Council agenda for formal approval.

2023 City of Darien Analytical Soil Testing

	Testing Service Corporation		Clean Soils Consulting
		Unit Cost	Unit Cost
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	Each	\$ 700.00	\$ 540.00
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	Hour	\$ 150.00	\$ 127.00
Use of PID Instrument for Screening Soils	Each	\$ 50.00	\$ 127.00
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with summary report describing sampling procedures followed and results of analytical testing.	Each	\$ 700.00	\$ 860.00
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	Each	\$ 450.00	\$ 340.00
ANALYTICAL TEST			
VOCs	Each	\$ 180.00	\$ 180.00
SVOCs	Each	\$ 310.00	\$ 310.00
PNAs	Each	\$ 160.00	\$ 160.00
RCRA 8 Total metals	Each	\$ 142.00	\$ 140.00
RCRA 8 TCLP metals	Each	\$ 252.00	\$ 252.00
PH	Each	\$ 26.00	\$ 26.00
Preserved vials for volatile testing	Each	\$ 15.00	\$ 21.00
Pesticides/PCBs	Each	\$ 190.00	\$ 190.00
Herbicides	Each	\$ 300.00	\$ 300.00
BTEXs	Each	\$ 65.00	\$ 65.00
EPA 35IAC1100 Full Panel	Each	\$ 1,723.00	\$ 1,640.00
Note analytical costs for 7 to 10 day turn around			
	TOTAL	\$ 5,413.00	\$ 5,278.00

Typically site time is 3 to 4 hours

*Does not include additional analytical testing

**Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FOR ANALYTICAL SOIL TESTING FEES FROM CLEAN SOILS CONSULTING, LLC AT THE PROPOSED UNIT PRICES FOR CERTAIN WASTE FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Clean Soils Consulting, LLC for analytical soil testing fees per the unit price proposal for a period of May 1, 2023 through April 30, 2024, 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 6th day of March 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Darien is seeking quotes to provide testing services for construction material spoils generated from repair, maintenance ,and installation of municipal utilities for a period January 1 2023 to December 31 2024.		PC 23002	
		UNIT COST	
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	EACH	\$ 540	
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	HOUR	\$ 127	Typically site time is 3 to 4 hours.
Use of PID Instrument for Screening Soils. 2 hour minimum	HOUR	\$ 127	
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with a summary report describing sampling procedures followed and results of analytical testing.	EACH	\$ 860	
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	EACH	\$ 340	* Does not include further additional analytical testing.
ANALYTICAL TEST			
VOCs	EACH	\$ 180	
SVOCs	EACH	\$ 310	
PNAs	EACH	\$ 160	
RCRA 8 Total metals	EACH	\$ 140	
RCRA 8 TCLP Metals	EACH	\$ 252	
PH	EACH	\$ 26	
Preserved Vials for volatile testing	EACH	\$ 21	
Pesticides/PCBs	EACH	\$ 190	
Herbicides	EACH	\$ 300	
BTEXs	EACH	\$ 65	
EPA 35IAC1100 Full Panel	EACH	\$ 1,640	
	TOTAL	5278.00	** Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change
Note analytical costs for 7 to 10 day turn around.			
COMPANY NAME: CLEAN SOILS CONSULTING LLC			
TITLE: BUSINESS DEVELOPMENT MANAGER			
SIGNATURE			
ALL WORK IS SUBJECT TO CLEAN SOILS CONSULTING LLC's STANDARD TERMS AND CONDITIONS INCLUDED IN OUR COVER PROPOSAL			



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DATE: January 4, 2023

David Fell, Foreman
City of Darien
1041 S Frontage Road
Darien Illinois 60561

By Email: dfell@darienil.gov

Dear Mr. Fell:

RE: Proposal PC23002 – City of Darien Construction Material Spoils Testing for 2022 - 23

Thank you for your consideration of the services required for sampling, analysis and preparation of forms for continuation of your clean soils program. Clean Soils Consulting is uniquely qualified to assist you with this program. We work with a number of Illinois municipalities, provide compliance assistance to four working CCDD facilities, and have completed hundreds of LPC forms over the past ten years. We are members of both the UCA and IAAP, two organizations that are dedicated to development of professional standards for the industry and are active in the monitoring of developments concerning clean soils. Attached you will find our pricing for the services requested on the form required. There are several clarifications that we would make with regard to our pricing

Coordination with our landfill facility...for City construction material disposal.

The rate offered is for the technical assistance required to obtain either the appropriate LPC form for CCDD disposal or the waste disposal profile for landfill disposal. The rate does not include sampling or analysis for either profile as these items are covered by other bid items.

Stockpile or site sample collection.

The rate offered is a per hour rate during standard hours for an Environmental Professional with a properly calibrated photo-ionization detector (PID) for field screening of soils. The hourly rate is subject to a (4) four hour minimum. Analysis of the soil is not included in the rate offered as it is covered by other line items in our proposal.

Use of PID for Screening Soils.

The rate offered is a per hour rate during standard business hours for an EP with a properly calibrated PID for field screening of soils. The hourly rate is subject to a (2) two hour minimum. Analysis of soil is not included in the rate offered as it is covered by other line items in our proposal.





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Compare testing results to IEPA...testing.

Our pricing includes review of the analytical data, comparison of the data to the MAC Table standards for disposal of soil at an area CCDD facility in an MSA excluding Chicago, preparation of the LPC-663 form signed and stamped by an Illinois licensed PE or PG, and a description of the sampling procedures followed. Sampling and analysis are covered by other bid items, and are not included in the rate offered.

If results are found to be contaminated...for disposal

Coordination of landfill disposal including preparation of waste disposal documents for the Owner's signature.

Analysis of the soil would be subject to the waste disposal analysis required by the landfill selected by the City for disposal of non-conforming materials. Sampling and analysis of the soil is covered by other bid items, and is not included in the price provided for this bid item.

Analytical Testing

Rates are based upon Standard Laboratory turnaround of 7 - 10 business days after the date of sampling.

The actual analysis required to complete the LPC-663 will be determined during our discussions with the receiving facility prior to completion of the analysis.

Price Schedule Notes / Explanations

Rates for services provided outside of standard business hours of 0700 – 1500 will be negotiated prior to performance of these services.

Pricing provided assumes that we have clear access to the site and can move around the perimeter freely.

Pricing includes our standard certificate of insurance. If additional insurance limits are required, our estimate would be increased by the additional cost + 15%.

Pricing does not include compliance with any site-specific health and safety provisions beyond our standard protocols (Modified Level D personal protective gear; all personnel are OSHA trained Hazwopers).

Pricing provided does not include any City permit fees, licenses, sales, use or other applicable taxes, if any, or the time required to obtain them.

Additional services can be supplied on a time and material basis, as those services are identified.





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The timing of delivery of the final work product is our best estimate of the time required. Delays are possible due to both the delivery of the independent analysis and the time required to review the project.

Our proposal is subject to the following additional terms and conditions:

Our fee is earned at the time of performance of the work, and is not predicated upon any determination of the results obtained.

Any additional services performed at the request of the customer will be provided and invoiced based on the services requested.

Pricing is fixed for CY 2023 requested in consideration of the contractual commitment made by each party. If you need rates for differing periods of time, whether shorter or longer, the quoted rates may be different.

The pricing offered is good through February 28, 2023 for work completed between that date and December 31, 2023.

CSC standard terms and conditions (T&Cs) shall apply to this work. Your signed acceptance of this proposal, issuance of your purchase order, or payment of the invoice tendered constitutes your acceptance of these T&Cs.

This proposal, including standard terms and conditions is 5 pages. Please sign and return one copy of the proposal to us if the pricing and scope of work are acceptable to you. By signing this agreement, you agree that you have the authority to bind the Customer to the pricing offered and the terms of this agreement.

If you have questions or concerns, please contact me at 630-240-2955 or at this email address.

We appreciate your consideration of our proposal. We look forward to the opportunity to be of service!

Sincerely,

Richard Halm
 Business Development Manager
 Clean Soils Consulting LLC

Customer Acceptance:

BY: _____

DATE: _____

w/attachment





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Clean Soils Consulting, LLC. STANDARD TERMS and CONDITIONS

1. Unless otherwise noted, this proposal shall be valid for thirty days. After that time, Clean Soils Consulting, LLC (hereafter CSC) reserves the right to modify the proposal to allow for overall changes in market conditions including but not limited to cost of materials and availability of personnel or equipment.
2. Wherever the name CSC shall appear in the proposal, the Standard Terms and Conditions or other documents executed in the performance of the work, the term shall be construed to include its employees, subcontractors, authorized agents and assignees.
3. The pricing provided is our best estimate of the time and material, unit rate or lump sum project costs. The pricing is based upon the client's representations and such other information as is reasonably known to CSC at the date of this proposal. The scope of the project will not be altered without mutual agreement. However, some changes in scope (such as disposal characteristics) may not be ascertainable at the time of performance of the work. The Client will be updated on changing facts and circumstances which may require a change in project scope or expected costs as CSC becomes aware of those changes. If there are changes in the scope of the project, CSC shall present its additional costs (including overhead and profit), and Client agrees to accept such additional costs.
4. The pricing stated does not include any permit or approval fees, sales, use or other applicable taxes unless specifically stated in the proposal. Any such additional expenses associated with the project will be reimbursed to CSC.
5. Client shall provide a legal means of accessing the project site. Client shall notify CSC of any known or suspected hazards existing at the site including but not limited to hazardous waste, hazardous substances and underground utilities, and provide documents and information known to the Client which relate to the identity, quantity, location, nature and/or characteristics of any known or suspected hazardous materials affecting the scope of the work covered by this proposal.
6. Client agrees to render without delay reasonable assistance requested by CSC to enable performance of tests and/or observations to provide suitable and safe workspace. Client will be responsible for all costs incurred as a result of its delay in providing required assistance to CSC.
7. Neither party shall be liable to the other for failure to perform its obligations where such failure is caused by, or the result of, causes beyond its control including without limitation strikes, lockouts, civil or industrial disturbances, fire, flood, earthquake, adverse weather, or other acts of God; acts of a public enemy; acts or omissions of either party; compliance with any regulation, rule or law or requirement of any governmental body or agency; or inability to obtain transportation or materials in the open market.
8. This proposal for services may be terminated in whole or in part by either party by providing written notice to the other party. Upon receipt of written notice of termination or partial termination, CSC shall immediately cease performance of the services to the extent set forth in the written termination notice and shall take all reasonable steps to minimize the costs relating to such termination. Client shall remain responsible to pay for all work completed by CSC through the date of termination including those costs related to termination of service.
9. CSC represents and warrants that it and its agents, subcontractors, consultants and staff are protected by public liability, property damage and worker's compensation insurance at levels that CSC deems to be adequate. Upon Client's written request, additional insurance may be provided, subject to availability and adjustment to contract price. Our standard ACORD Certificate of Insurance will be provided upon request.
10. CSC warrants that it has experience in performance of the services to be performed hereunder and that said services will be performed by it in accordance with the care and skill ordinarily exercised by members of the profession under similar conditions. CSC MAKES NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY OR FITNESS OF THE SERVICES RENDERED FOR A PARTICULAR PURPOSE, INFRINGEMENT, COURSE OF DEALING, AND USAGE OF TRADE EQUIPMENT OR MATERIALS TO BE PROVIDED UNDER THIS PROPOSAL OR OTHERWISE. CSC shall correct any services which are not performed in accordance with this warranty at no additional charge to Client. The remedy contained in this paragraph shall be the exclusive remedy of Client with respect to any deficit of service.
11. Nothing contained in this proposal shall be construed or interpreted to require CSC to assume the status of Generator, or as a Storage, Treatment or Disposal facility as those terms are defined by the Resource Conservation and Recovery Act of 1976, 43 USC Sec 6901 et seq., as amended (hereafter referred to as RCRA), or any state statute, rule or regulation governing the generation, treatment, storage or disposal of hazardous or solid waste. By accepting this proposal, the Client acknowledges that it shall properly classify its waste and evaluate and select the proper disposal site for treatment or disposal of its waste, and shall be solely responsible therefore.
12. Within the limits and conditions of the insurance outlined in Paragraph 8, CSC shall indemnify, defend and hold harmless the client, its affiliates and their respective directors, officers and employees from any claims, costs (including but not limited to reasonable attorneys' fees, and court and arbitration costs), expense, cause of action, penalties, liabilities, losses or damages actually sustained and incurred by any or all of them, or for which they are found to be liable to the extent caused by (i) the negligent acts, errors or omissions of CSC, its employees or agents; (ii) CSC's willful misconduct; (iii) CSC's failure to conform to the terms contained in the attached proposal or herein; and/or (iv) CSC's violation of applicable statute or regulations in connection with this project. However, CSC assumes no liability for, or obligation to pay any losses or damages for delay, lost profits or other consequential or incidental damages of any kind or nature; or for any claim for indemnification which is not asserted in writing, or which is received more than 365 days after completion of services.



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13. The Client shall indemnify, defend and hold harmless CSC, its affiliates and their respective directors, officers and employees from any claims, costs (including but not limited to reasonable attorneys' fees, and court and arbitration costs), expense, cause of action, penalties, liabilities, losses or damages actually sustained and incurred by any or all of them, or for which they are found to be liable to the extent caused by (i) Client's failure to adhere to the terms contained herein or in the attached proposal; (ii) Client's violation of applicable statute, regulation, rule, code or ordinance; (iii) the negligence or other acts, errors or omissions of the Client, its independent contractors (except CSC), employees or agents, or any third party in connection with the project or client's willful misconduct; or (iv) the creation or existence of any type of hazardous or toxic wastes, materials, chemicals, compounds or substances, or any other type of environmental hazard or pollution, or the release thereof in connection with the project which exists at the work location.
14. The Client waives any claim against CSC and agrees to indemnify, defend and hold CSC harmless from any claim or liability for injury or loss arising from CSC's encountering unanticipated or suspected hazardous waste, hazardous substances or explosive materials. Client agrees to compensate CSC for any time spent and expenses incurred (including reasonable attorney's fees) by CSC in defense of any such claim in accordance with the fee schedule and expense reimbursement policy in effect as of the date of performance of services.
15. This proposal is subject to establishment of credit with CSC. All invoices shall be due and payable 30 days after the invoice date. All outstanding balances unpaid 30 days after issuance of an invoice shall be subject to a service charge of 1 1/2%/month, until paid in full. Subsequent payments shall be applied to the service charge first, with the remaining balance applied to the principal due.
16. Under no circumstances shall the Client's payment of amounts due under this Agreement be conditioned upon the Client's receipt of payment from a third party, regardless of whether the Client's agreement with a third party contains such a condition precedent to payment, and regardless of whether this Agreement references or incorporates the terms of the Client's agreement with a third party. The Client's obligation to pay is unconditional, and this provision controls over any other provision to the contrary.
17. All documents provided by Client relating to the work are, and shall remain, the property of the Client. Such materials are not to be used on other projects or extension of this project without the prior written consent of Client.
18. The Client agrees that CSC and its assignees are authorized to use its name as a Client of CSC together with a general description of the work performed.
19. This proposal together with these Standard Terms and Conditions constitutes the entire agreement between the parties and supersedes any prior agreements and communications pertaining to the subject matter. No waiver of statement by any representative of either party shall be valid unless set forth herein or otherwise agreed to in writing by both parties.
20. This proposal, these Standard Terms and Conditions and the legal relations of the parties shall be governed by the laws of the State of Illinois applicable to the agreements negotiated, executed, delivered and fully performed in such state.
21. This proposal, these Standard Terms and Conditions and the legal relations of the parties shall be governed by the laws of the State of Illinois applicable to the agreements negotiated, executed, delivered and fully performed in such state.
22. In the event CSC initiates legal proceedings against Client to enforce the terms of this Agreement, CSC shall be entitled to an award of its reasonable attorney's fees and costs, including filing fees, process fees, deposition fees, expert witness fees, and costs of collection.
23. If any portion of this proposal or the Standard Terms and Conditions is found to be illegal, invalid, unenforceable or in need of modification by any arbitrator or Illinois Court of competent standing, the remaining provisions of this proposal and Standard Terms and Conditions shall remain in full force and effect.

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

Approval of a resolution awarding a contract to Yellowstone Landscape Group in an amount not to exceed \$178,267.50 for the City's 2023/24 Tree Trimming and Removal Program.

RESOLUTION

BACKGROUND/HISTORY

The proposed tree trimming program consists of trimming approximately 1,750 parkway trees, approximately 65 tree removals and stump grinding. Below are the subdivisions to be trimmed:

- Farmingdale Village
- Woodmere Townhomes
- Tara Hill Subdivision
- Carriage Way West
- Carriage Hill
- Glen Eagles
- Darien Woods
- Waterfall Glen

This year’s program includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the residents expense. The trimming includes removal of perished, diseased, interfering and weak branches, as well as removal of under branches as requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents. The bid price for the Private Property tree trimming is \$175.00 per tree in the front yard and \$300.00 per tree in the back yard. The contract also includes unit pricing for private property tree removal, and stump grinding.

Private Property Tree Trimming		
Tree Trimming – Front Yard	Each	\$175.00
Tree Trimming - Back Yard	Each	\$300.00
Tree Removal per BH (Front)	Per Inch	\$ 50.00
Tree Removal per DBH (Back)	Per Inch	\$100.00
Stump Grinding – Front	Each	\$100.00
Stump Grinding - Back	Each	\$150.00

The contract calls out for unit pricing for emergency services through November 30, 2024. Please find labeled as [Attachment A](#), the bid results that were opened on January 10, 2023. The City received three (3) responsive bids. Please note, there are two optional contract extensions for 2024-25 and 2025-26 that may be exercised by the City. The contract extensions will be formally entertained at a future date, pending budget approval. City staff has verified the references provided with satisfactory responses.

2023-24 CITY OF DARIEN TREE REMOVAL SCHEDULE				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
*Tree Trimming	Each	1,750	\$ 66.33	\$ 116,077.50
Tree Removal per DBH & Ash Borer Removals	Per Inch	1000	\$ 30.00	\$ 30,000.00

Stump Removal - (Restoration \$5,000 not Included)	Each	106	\$ 115.00	\$ 12,190.00
Emergency Storm and Hazards	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
Contingency	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
Total Cost				\$ 178,267.50

The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	LANDSCAPE RESTORATION	PROPOSED BALANCE
01-30-4375	Tree Trimming & Removal	\$185,000.00	\$178,267.50	\$5,000.00	\$1,732.50

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution awarding a contract to Yellowstone Landscape Group in an amount not to exceed \$178,267.50 for the City's 2023/24 Tree Trimming and Removal Program.

ALTERNATE DECISION

As directed by the City Council.

DECISION MODE

This item will be placed on the March 6, 2023 City Council agenda for formal consideration and subject to the FY23-24 Budget approval.

City of Darien Parkway	Fiscal Year	PROPOSED UNITS	Winkler Services LLC						Yellowstone Landscape Group								
			2023/2024			2024/2025			2025/2026			2023/2024		2024/2025		2025/2026	
			UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
Tree Trimming	Each	1,750	\$ 115.00	\$ 201,250.00	\$ 115.00	\$ 201,250.00	\$ 115.00	\$ 201,250.00	\$ 66.33	\$ 116,077.50	\$ 68.32	\$ 119,560.00	\$ 70.37	\$ 123,147.50			
Tree Removal per DBH	Per Inch	100	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00	\$ 30.00	\$ 3,000.00	\$ 30.90	\$ 3,090.00	\$ 31.83	\$ 3,183.00			
Misc Stump Removal	Each	20	\$ 300.00	\$ 6,000.00	\$ 300.00	\$ 6,000.00	\$ 300.00	\$ 6,000.00	\$115.00	\$ 2,300.00	\$118.45	\$ 2,369.00	\$122.00	\$ 2,440.00			
Subtotal - Section A				\$ 213,750.00		\$ 213,750.00		\$ 213,750.00		\$ 121,377.50		\$ 125,019.00		\$ 128,770.50			
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
Tree Trimming-Front Yard	Each	1	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$175.00	\$ 175.00	\$180.25	\$ 180.25	\$185.66	\$ 185.66			
Tree Trimming-Back Yard	Each	1	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$300.00	\$ 300.00	\$309.00	\$ 309.00	\$318.27	\$ 318.27			
Tree Removal per DBH (Front)	Per Inch	1	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 50.00	\$ 50.00	\$ 51.50	\$ 51.50	\$ 53.05	\$ 53.05			
Tree Removal per DBH (Back)	Per Inch	1	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$100.00	\$ 100.00	\$103.00	\$ 103.00	\$106.09	\$ 106.09			
Stump Grinding-Front	Each	1	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$100.00	\$ 100.00	\$103.00	\$ 103.00	\$106.09	\$ 106.09			
Stump Grinding-Back	Each	1	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$150.00	\$ 150.00	\$154.50	\$ 154.50	\$159.14	\$ 159.14			
Subtotal - Section B				\$ 3,600.00		\$ 3,600.00		\$ 3,600.00		\$ 875.00		\$ 901.25		\$ 928.30			
Emergency Services	Hourly	40	\$ 350.00	\$ 14,000.00	\$ 350.00	\$ 14,000.00	\$ 350.00	\$ 14,000.00	\$285.00	\$ 11,400.00	\$300.00	\$ 12,000.00	\$315.00	\$ 12,600.00			
TOTAL - SECTIONS A, B & C				\$ 231,350.00		\$ 231,350.00		\$ 231,350.00		\$ 133,652.50		\$ 137,920.25		\$ 142,298.80			
City of Darien Parkway			Homer Tree Care, Inc.														
Fiscal Year			2023/2024			2024/2025			2025/2026			2023/2024		2024/2025		2025/2026	
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST			
Tree Trimming	Each	1,750	\$ 80.00	\$ 140,000.00	\$ 80.00	\$ 140,000.00	\$ 80.00	\$ 140,000.00		\$ -		\$ -		\$ -			
Tree Removal per DBH	Per Inch	100	\$ 32.00	\$ 3,200.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00		\$ -		\$ -		\$ -			
Misc Stump Removal	Each	20	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ 2,500.00		\$ -		\$ -		\$ -			
Subtotal - Section A				\$ 145,700.00		\$ 146,000.00		\$ 146,000.00		\$ -		\$ -		\$ -			
DESCRIPTION	UNIT	UNITS	PRICE	TOTAL COST	PRICE	TOTAL COST	PRICE	TOTAL COST	PRICE	TOTAL COST	PRICE	TOTAL COST	PRICE	TOTAL COST			
Tree Trimming-Front Yard	Each	1	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00		\$ -		\$ -		\$ -			
Tree Trimming-Back Yard	Each	1	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00		\$ -		\$ -		\$ -			
Tree Removal per DBH (Front)	Per Inch	1	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00		\$ -		\$ -		\$ -			
Tree Removal per DBH (Back)	Per Inch	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00		\$ -		\$ -		\$ -			
Stump Grinding-Front	Each	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00		\$ -		\$ -		\$ -			
Stump Grinding-Back	Each	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00		\$ -		\$ -		\$ -			
Subtotal - Section B				\$ 1,140.00		\$ 1,140.00		\$ 1,140.00		\$ -		\$ -		\$ -			
Emergency Services	Hourly	40	\$ 250.00	\$ 10,000.00	\$ 250.00	\$ 10,000.00	\$ 250.00	\$ 10,000.00		\$ -		\$ -		\$ -			
TOTAL - SECTIONS A, B & C				\$ 156,840.00		\$ 157,140.00		\$ 157,140.00		\$ -		\$ -		\$ -			

RESOLUTION NO. _____

**A RESOLUTION A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A CONTRACT WITH YELLOWSTONE LANDSCAPE GROUP IN
AN AMOUNT NOT TO EXCEED \$178,267.50 FOR THE CITY’S 2023/24 TREE
TRIMMING AND REMOVAL 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 authorizing the Mayor to
Execute a Contract with Yellowstone Landscape Group in an amount not to exceed \$178,267.50 for
the City’s 2023/24 tree trimming and removal 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 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 6th day of March, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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 Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties

(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 expeditiously for 30 days from that date until final completion. 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, PARK DISTRICT, 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. If awarded the Contract, contractor must comply with all provisions 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 City Administrator 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, 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: _____

SECTION II

BIDDER SUMMARY SHEET

**Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien
Parkways and Tree Trimming, Removals and Stump Grinding for Private Properties 2023/2024**

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Yellowstone Landscape Group

Address: 23940 W Andrew Rd

City, State, Zip Code: Plainfield, IL 61855

Contact Person: Aleksander Tucker

FEIN #: 80-0144209

Phone: (847) 987-8806 Fax: () _____

E-mail Address: atucker@yellowstonelandscape.com

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices – 2023/24

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	66.33	116,077.50
A 2	Tree Removal cost per DBH	Per Inch	100	30.00	3,000.00
A 3	Stump Removal	Each	20	115.00	2,300.00
	Sub-Total A1 – A3				121,377.50
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	175.00	175.00
B 2	Tree Trimming - Back Yard	Each	1	300.00	300.00
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	50.00	50.00
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	100.00	100.00
B 5	Stump Grinding – Front Yard	Each	1	100.00	100.00
B 6	Stump Grinding – Back Yard	Each	1	150.00	150.00
	Sub-Total B1 – B6				875.00
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	285.00	11,400.00
	Sub-Total C1				11,400.00
	Total Cost Sections A, B and C				133,652.50
	Bid Bond is 5% of Total Costs- Sections A, B and C				

The contract will be awarded on Total Cost – All quantities are subject to decrease or increase.

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

A [resolution](#) authorizing the Mayor to execute a contract extension with SKC Construction, Inc. in an amount not to exceed \$227,580 for the 2023 Crack Fill Program.

AND

A [resolution](#) approving a contract extension with SKC Construction, Inc. in an amount not to exceed \$15,000 for the 2023 city hall parking lot seal coating and striping.

BACKGROUND/HISTORY

The FY 23/24 Budget includes funds for the 2023 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 (alligatoring). 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.

In 2022, 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](#) is the bid results from the bid opening held by the Village of Woodridge on February 1, 2022. The list of roads scheduled for this year’s program are attached and labeled as [Attachment B](#). This would be the first extension of a (3) year program.

The City Hall parking lot is scheduled for sealcoating and striping this year and would be awarded to the proposed vendor at the submitted unit prices per Attachment B.

The proposed Crack Sealing Program would be funded from the following FY23-24 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23-24 BUDGET	PROPOSED EXPENDITURE
03-60-4245	Crack Sealing Asphalt Pavement	\$227,580.00	\$227,580.00

The proposed City Hall sealcoating and striping would be funded from the following FY23-24 Budget

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23-24 BUDGET	PROPOSED EXPENDITURE
01-30-4223	City Hall Parking Lot Sealcoating and Striping	\$15,000	\$15,000

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to execute a contract extension with SKC Construction, Inc. in an amount not to exceed \$227,580 for the 2023 Crack Fill Program.

AND

A resolution approving a contract extension with SKC Construction, Inc. in an amount not to exceed \$15,000 for the 2023 city hall parking lot seal coating and striping.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the March 6, 2023 City Council agenda for formal consideration.

PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES

PROJECT NO.: 2022-01 VILLAGE OF WOODRIDGE

DATE:
TIME:2/1/2022
11:00 A.M.

NO	ITEM	QUAN	UNIT	Denler, Inc. 20502 S. Cherry Hill Ave. Joliet, IL 60433		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118		National Industrial Maintenance, Inc. 4530 Baring Ave. East Chicago, IN 46312	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	138,000	LB	\$ 1.70	\$ 234,738.00	\$ 1.67	\$ 230,391.00	\$ 1.96	\$ 269,948.70
B	Crack and Joint Sealing PCC Pavement	0	LB	\$ 3.87	\$ -	\$ 1.67	\$ -	\$ 1.65	\$ -
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	6,000	LB	\$ 1.38	\$ 8,253.00	\$ 1.43	\$ 8,568.00	\$ 1.65	\$ 9,873.90
D	Seal Coat Bike Path	0	SY	\$ 0.95	\$ -	\$ 1.28	\$ -	\$ 1.41	\$ -
E	Seal Coat Parking Lot	6,000	SY	\$ 1.19	\$ 7,140.00	\$ 1.28	\$ 7,686.00	\$ 1.37	\$ 8,197.20
F	Parking Lot Paint Pavement Marking - Line 4"	1,800	FT	\$ 0.32	\$ 567.00	\$ 0.53	\$ 945.00	\$ 0.52	\$ 931.50
G	Parking Lot Paint Pavement Marking - Letters & Symbols	300	SF	\$ 3.15	\$ 945.00	\$ 2.63	\$ 787.50	\$ 10.35	\$ 3,105.00
H	Traffic Control and Protection - DuPage County	0	LSUM	\$ 525.00	\$ -	\$ 525.00	\$ -	\$ 25,875.00	\$ -
TOTAL BID					\$ 251,643.00		\$ 248,377.50		\$ 292,056.30
				AS READ:					
				AS CORRECTED:					

CITY OF DARIEN 2023 PROGRAM - CRACK SEALING WITH AWARDED VENDOR

NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	130,000	LB	N/A	N/A	\$ 1.67	\$ 217,100.00	N/A	N/A
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	7,250	LB	N/A	N/A	\$ 1.43	\$ 10,367.50	N/A	N/A
TOTAL					\$ -		\$ 227,467.50	N/A	N/A

CITY OF DARIEN 2023 PROGRAM - CITY HALL SEALCOATING AND STRIPING AWARDED VENDOR

NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	2,300	LB	\$ 1.70	\$ 3,912.30	\$ 1.67	\$ 3,841.00	\$ 1.96	\$ 4,499.15
E	Seal Coat Parking Lot	6,500	SY	N/A	N/A	\$ 1.28	\$ 8,320.00	N/A	N/A
F	Parking Lot Paint Pavement Marking - Line 4"	2,000	FT	N/A	N/A	\$ 0.53	\$ 1,060.00	N/A	N/A
G	Parking Lot Paint Pavement Marking - Letters & Symbols	375	SF	N/A	N/A	\$ 2.63	\$ 986.25	N/A	N/A
TOTAL					\$ -		\$ 14,207.25	N/A	N/A
Estimated Total							\$ 15,000.00		

2023 Crack Fill Program						
ROAD	LIMIT	LN FT	SQ YD	REHAB		POUNDS
68th	Clarendon hills - Crest	2100	1720	2015		4666.67
EVANS PL	Janet - Elm	660	1320	2011		1100.00
BROOKBANK RD	Janet - Elm	600	1267	2010		1000.00
ALABAMA	67th - Chestnut	1100	2186	2016		1833.33
CHESTNUT	Alabama - Richmond	2300	4600	2016		3833.33
RIDGE RD	67th - limit	650	1400	2020		1083.33
WINDMERE CT	ridge - limit	600	1700	2015		1333.33
TENNESSEE	67th - Chestnut	1100	2186	2018		2444.44
BENTLEY	67th - Chestnut	1100	2186	2018		2444.44
WILMETTE	67TH - Hinsbrook	2100	6900	2016		4666.67
SEMINOLE DR	Hinesbrook - Plainfiled	3200	13166	2018		5333.33
RICHMOND	Seminole - 67th	5000	21000	2018		8333.33
WILLOW LN	Belair - Seminole	900	2800	2018		1500.00
TIMBER LN	Cass- Darien lane	920	2862	2018		1533.33
FARMINGDALE	75th - 79th	3200	9000	2018		5333.33
WILMETTE	Frontage - north limit	660	1400	2017		1100.00
HIGHPOINT CIR	Frontage - north limit	1100	3500	2018		1833.33
BAKER CT	Andermann - N limit	640	2000	2012		1422.22
BROOKHAVEN	Juniper - Warwick	1320	2640	2018		2200.00
HUDSON	71ST TO SOUTH LIMIT	400	1000	2018		666.67
71ST ST	Fairview - 18 W 206	4000	14000	2018		6666.67
GOLD GROVE	Gigi - 71st	1160	3480	2017		1933.33
HOWDY LN	Gold Grove - Wirth	540	1620	2013		1200.00
LYMAN	Manning - Green Valley	940	3150	2016		1566.67
COTTAGE LN	Manning - Manning	1200	3600	2018		2000.00
GRANDVIEW LN	Drover - 83RD	1870	6000	2018		3116.67
GILBERT CT	Beller - Limit	600	1000	2014		1333.33
SPRING GREEN DR	Beller - Parkview	1165	3624	2018		1941.67
MARCO CT	Bailey - Limit	500	1027	2017		833.33
CHAPMAN	Bailey - Limit	1600	4500	2016		2666.67
DARIEN PATH	Cass - limit	1200	3200	2016		2000.00
EXNER RD	Darien Club - 75th	3800	16000	2022	EDGE	6333.33
CLAREMONT	Exner - Limit	1260	3833	2022	EDGE	2100.00
CLEMENS	Exner - Summit	1120	3484	2022	EDGE	1866.67
WASHINGTON	71ST TO SOUTH LIMIT	400	1000	2022	EDGE	666.67
ARBOR CT	73rd - Limit	690	1058	2022	EDGE	1150.00
BUNKER RD	Timber - Seminole	1000	3000	2022	EDGE	1666.67
FAIRVIEW AVE	Fairview - Limit	1400	5756	2022	EDGE	2333.33
BAILEY RD	Plainfiled- Frontage	5550	20000	2022	EDGE	9250.00
GLEN RD	Sawyer - Limit	1150	3578	2022	EDGE	1916.67
HEATHER LN	Carriage Greens-Glenerye	800	2222	2022	EDGE	1333.33
LAUREL LN	Carriage Greens-Limit	600	1400	2022	EDGE	1000.00
GLEN EAGLES	Frontage - north limit	800	2160	2022	EDGE	1333.33
ASHBROOK CT	Cass - Limit	600	1800	2022	EDGE	1000.00
		63595.00	195325.00		Pounds	110,869.44

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
EXTENSION WITH SKC CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED
\$227,580.00 FOR THE 2023 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 to execute a contract extension with SKC Construction, Inc. in an amount not to exceed \$227,580.00 for the 2023 Crack Fill Program, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 6th day of March, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

OF PRICES

Village of Woodridge
 Five Plaza Drive
 Woodridge, IL 60517

SUBMISSION INFORMATION:

INVITATION # 2022-01
 BID OPENING DATE: February 1, 2022
 TIME: 11:00 A.M. Local Time
 LOCATION: Village Hall

COPIES: One (1) original & nine (9) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: SKC CONSTRUCTION, INC
 Address: P. O. BOX 503
WEST DUNDEE, IL 60118
 City, State, Zip Code: _____

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

I. BASE BID ITEMS – Year 1 – 2022 Construction

Item No.	Items	Unit	Quantity	Unit Price	Total
A	CRACK SEALING ASPHALT PAVEMENT	POUND	294800	1.59	468,732.00
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	17800	1.59	28,302.00
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	195100	1.36	265,336.00
D	SEAL COAT BIKE PATH	SQ YD	66378	1.22	80,981.16
E	SEAL COAT PARKING LOT	SQ YD	17500	1.22	21,350.00
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	6000	0.50	3,000.00
G	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	600	2.50	1,500.00
H	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	500.00	500.00
TOTAL BASE BID					869,701.16

I. Year 2 (optional) - 2023 Construction

The rates for services listed for the Year 2 (optional) - 2023 Construction will not increase more than 5 % over the "BASE BID ITEMS – Year 1 – 2022 Construction" contract period. At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2023 and concluding December 31, 2023.

II. Year 3 (optional) - 2024 Construction

The rates for services listed for the Year 3 (optional) - 2024 Construction will not increase more than 5 % over the "Year 2 (optional) – 2023 Construction contract period". At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2024 and concluding December 31, 2024.

III. 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>1</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
DuPage County	No			
City of Elmhurst	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Woodridge	No			

IV. 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>1.40</u>
2 Paint Pavement Marking – Line 4"	FT	\$ <u>0.55</u>
3 Parking Lot Paint Pavement Marking – Letters & Symbols	SF	\$ <u>5.00</u>

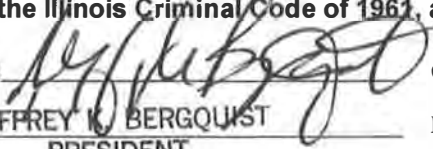
*The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.

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: SKC CONSTRUCTION, INC.
Typed/Printed Name: JEFFREY K. BERGQUIST Date: 1-26-22
PRESIDENT. Telephone Number: 847-214-9800
Title: _____
E-mail: jbergquist@skcconstruction.net

**APPENDIX A
AGREEMENT ACCEPTANCE**

**RFB #2022-01
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 [City of Darien] ("Owner") this 6th day of March, **2023**.

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: _____

Title: _____

Appendix C - Total Estimated Quantities for 2022				ESTIMATED QUANTITY BY MUNICIPALITY								
				Burr Ridge 2022	Darien 2022	Downers Grove 2022	DuPage County 2022	Elmhurst 2022	Lombard 2022	West Chicago 2022	Wheaton 2022	Woodridge 2022
Item No.	Items	Unit	Total Quantity	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY
A	CRACK SEALING ASPHALT PAVEMENT	POUND	294800	45000	138000	0	0	22000	0	0	45000	44800
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	17800	0	0	0	0	0	1800	16000	0	0
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	195100	0	6000	40000	20000	0	65000	36000	10000	18100
D	SEAL COAT BIKE PATH	SQ YD	66378	0	0	0	0	0	0	0	0	66378
E	SEAL COAT PARKING LOT	SQ YD	17500	0	6000	0	0	5500	0	0	6000	0
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	6000	0	1800	0	0	1800	0	0	2400	0
G	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	600	0	300	0	0	100	0	0	200	0
H	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	0	0	0	1	0	0	0	0	0

S.K.C. CONSTRUCTION INC.

PHONE NO. (847) 214-9800

P.O. BOX 503

FAX (847) 214-9023

WEST DUNDEE,IL.60118

MPI Crack Sealing Seal Coating 2023

Pavement Maintenance
Village of Darien Various 2023

Location				
ITEM	DESCRIPTION OF ITEMS	UNIT	QUANTITY	UNIT PRICE
YEAR 2	NOT TO EXCEED 5% PRICES OVER BASE BID			
A	CRACK SEALING ASPHALT PAVEMENT	LB.	1.00	\$1.670
B	CRACK & JOINT SEALING PCC PAVEMENT	LB.	1.00	\$1.670
C	FIBER ASPHALT C/S ASPHALT PAVEMENT	LB.	1.00	\$1.430
D	SEAL COAT BIKE PATH	SQYD	1.00	\$1.280
E	SEAL COAT PARKING LOT	SQYD	1.00	\$1.280
F	PAINT PAVEMENT MARKING - LINE 4"	L.F.	1.00	\$0.530
G	PAINT PAVEMENT MARKING - L&S	SQFT	1.00	\$2.630
H	TRAFFIC CONTROL & PROTECTION	LSUM	1.00	\$525.000
WEEK END WORK				
1	SEAL COAT PARKING LOT	SQYD	1.00	\$1.470
2	PAINT PAVEMENT MARKING - LINE 4"	L.F.	1.00	\$0.580
3	PAINT PAVEMENT MARKING - L&S	SQFT	1.00	\$5.250

**THANK YOU FOR CONSIDERING OUR BID!
WE LOOK FORWARD TO HELPING YOU DEVELOP A SUCCESSFUL PROJECT.**

				BID TOTAL
DATE	_____ 20			
ACCEPTED BY	_____			
				RESPECTFULLY SUBMITTED, S.K.C. CONSTRUCTION INC. JAMES FERNANDEZ OPER. MNGR.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONTRACT EXTENSION WITH SKC
CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$15,000 FOR THE 2023
CITY HALL PARKING LOT SEALCOATING AND STRIPING**

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

SECTION 1: The City Council of the City of Darien hereby approves a contract extension with SKC Construction, Inc. in an amount not to exceed \$15,000 for the 2023 City Hall parking lot sealcoating and striping.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 6th day of March, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

A resolution accepting a proposal from Rags Electric to install a backup electrical disconnect and generator plug-in at the 75th Street Pumping Station in an amount of \$11,155. [RESOLUTION](#)

AND

A motion authorizing a contingency in the amount of \$2,000 for restoration and unforeseen work that may be required for the backup electrical disconnect.

BACKGROUND/HISTORY

The City's water system has the capability to flow through two incoming lines from the DuPage Water Commission transmission lines. One line is adjacent to the Plainfield Road water tower and the second line is adjacent to the pumping station located on 75th Street, fronting Home Depot. In the event of a power loss, a backup diesel generator is on standby at the Plainfield Road pumping station. That generator will run the entire plant in the event of a power loss from ComEd.

The 75th Street Pumping Station is equipped with pumps that were installed several years ago to maintain optimal system pressure for the southwest quadrant of town. The facility does not have any backup power capabilities. The proposed backup electrical switching equipment would allow for a mobile generator to be brought in, in the event additional pumps are required to satisfy water demand.

The scope of work through Rags Electric includes the following:

- § Provide and install a manual 480 volt, 3 phase, 200 amp transfer switch
- § Install load side of meter onto line side of switch
- § Install panel feed onto load side of switch
- § Wire cam locks for generator onto emergency feed of switch
- § Provide conduit, cable and connectors

Rags Electric will be utilizing the equipment and hourly rate based on the 2022 Street Light Contract unit prices.

Funds for the proposed project are budgeted in the FY22/23 Budget and would be expended from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE
02-50-4223	BUILDING-MAINTENANCE Generator Switching 75th Street Pumping Station	\$ 15,000	\$ 11,155
02-50-4223	CONTINGENCY	\$ 2,000	\$ 2,000
	BALANCE		\$ 1,845

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution accepting a proposal from Rags Electric to install a backup electrical disconnect and generator plug-in at the 75th Street Pumping Station in an amount of \$11,155.

AND

A motion authorizing a contingency in the amount of \$2,000 for restoration and unforeseen work that may be required for the backup electrical disconnect.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the City Council agenda for formal approval at the March 6, 2023, City Council meeting.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM RAGS ELECTRIC TO INSTALL A BACKUP ELECTRICAL DISCONNECT AND GENERATOR PLUG-IN AT THE 75TH STREET PUMPING STATION IN AN AMOUNT OF \$11,155

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 accepts a proposal from Rags Electric to install a backup electrical disconnect and generator plug-in at the 75th Street Pumping Station in an amount of \$11,155, 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 6th day of March, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



6805 Hobson Valley Dr., Unit #105
Woodridge, IL 60517
1-630-739-RAGS
Fax: 1-630-739-7424

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

April 21, 2022

City of Darien
1702 Plainfield Road
Darien, IL. 60561

Attn: Dan Gombac

Re: 75th Street Pump Station Transfer Switch

We are pleased to provide to you an Electrical proposal for the above mentioned project. Our cost is based off of site walk on December 10, 2021. Our proposal is as follows:

Power:

- Furnish and install labor and materials for the following unless otherwise noted:
 - Install a manual 480 volt, 3 phase, 200 amp transfer switch
 - Install load side of meter onto line side of switch
 - Install panel feed onto load side of switch
 - Wire camlocks for generator onto EM feed of switch
 - All conduit, cable and connections

Total Price: \$11,155.00

Labor: 40 hours @ \$115.00 = \$4,600.00

Transfer switch with cam locks: \$5,015.00

10' of 2" rigid conduit: \$110.00

50' of 2" EMT: \$240.00

250' of 3/0 THWN cable: \$1,190.00

Thank you for the opportunity to submit this proposal. Rags Electric looks forward to continue working on this project with you. If you have any questions please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Forgue', with a long horizontal stroke extending to the right.

Rob Forgue
Estimator
(630) 992-1918

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the purchase of one (1) new Caterpillar Model: 305-07CR Mini Hydraulic Excavator, from ALTORFER CAT in an amount not to exceed \$90,050.

RESOLUTION

BACKGROUND/HISTORY

The Water Division currently utilizes a standard backhoe/loader, combination machine, for day to day excavations, backfilling and loading. Specifically, the backhoe is typically utilized to dig infrastructure from 1 foot to approximately 10 foot in depth. While the backhoe is a very versatile tool, today's underground infrastructure continues to increase and become further congested. The infrastructure includes items such as:

Private Drain Pipes

Storm Sewer Pipes

Sanitary Pipes

Com Ed Main trunks and Services

Street Light cable

Public and Private Fiber optics

AT&T Infrastructure

Comcast Infrastructure

Nicor-Mains and Services

Water Mains and Services

The above infrastructure excluding water mains and sewers are typically installed at an average depth of 7 feet, whereas other utilities are buried 18-36 inches in depth. Digging tasks particularly during a water main repair or sewer repairs with a backhoe are increasingly becoming more challenging due to the underground congestion.

During the year Staff has reviewed mini hydraulic excavators to assist in excavating with the combination machine. The Department has concluded that the optimal mini-excavator is the CAT 305-07CR Mini Hydraulic Excavator. The equipment would allow for safer excavations and mobility due to its compact size especially during water main break events. Further, the machine would allow for excavations around shallower critical utilities and provide ample room for the combination machine to assist or complete the excavation at hand. The mini excavator is a versatile machine that would be utilized in hard to navigate situations with a larger machine.

CAT mini exca.

MSC 3-6-23

Page 2

The proposed Caterpillar Model: 305-07CR Mini Hydraulic Excavator would be purchased through ALTORFER CAT See [Exhibit A](#), through the Source well Purchasing Cooperative, Contract No 32119, see [Attachment A](#).

While the FY22/23 Budget includes funding for the machine it will be over budget by approximately \$30,000. The City Staff has been informed that the pricing will be increasing May 1, 2023 by a minimal of 10%. The dealer has the proposed machine in their inventory and would hold for the City until March 7, 2023. The water fund account balance has the ability to absorb the shortfall. Funds would be expended from the following account.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	EXPENDITURE	BALANCE
02-50-4815	Capital Purchases - Mini Excavator	\$ 60,000	\$ 90,050	(\$30,050)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of one (1) new Caterpillar Model: 305-07CR Mini Hydraulic Excavator, from ALTORFER CAT in an amount not to exceed \$90,050.

ALTERNATE CONSIDERATION

Re-budget for FYE24

DECISION MODE

This item will be placed on the March 6, 2023, City Council agenda for formal consideration.

MEMO

ACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz (NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette (NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

[Signature]

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: *Tate L Redpath* Date: 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature:  Patrick Kearns
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C05F2A138D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42BBF817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North American Industry Manager

Patrick Keains
VENDOR AUTHORIZED SIGNATURE

Patrick Keains
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: *Patrick Keane*

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized



Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

- 03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
- 05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
- 06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
- 08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
- 12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
- 13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
- 16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
- 28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
- 28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
- 29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
- 41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
- 68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
- 68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
- 7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
- 88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
- 89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
- 92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
- DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
- HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
- HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
- JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
- LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
- M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
- MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
- N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
- PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
- QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
- R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
- T3 - Solar Turbines Europe S.A. - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
- T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
- T3 - Solar Turbines Inc. - Turbobfab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-Jul-2021)
- T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
- T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA -ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Patricia A. Redpath Date: 3/13/19

**AMENDMENT #1
TO
CONTRACT #032119-CAT**

THIS AMENDMENT is by and between **Sourcewell** and **Caterpillar Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

“Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar’s MSRP for each piece of equipment purchased by Sourcewell’s Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis.”

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

Date: 7/12/2021 | 7:35 PM CDT

Approved:

DocuSigned by:
 By: Chad Coquette
 Chad Coquette, Executive Director/CEO

Date: 7/12/2021 | 8:38 PM CDT

Caterpillar Inc.

DocuSigned by:
 By: Dawn Zink
 Dawn Zink

Title: Caterpillar Governmental Marketing Manager

Date: 7/12/2021 | 3:32 PM CDT

2022 Sourcewell Caterpillar Cooperative Contract Discounts by Model

Machine Model*	New Equipment
2022	Discount to Customer (Off List Price)

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Pavers

AP300	18.00%
AP355	18.00%
AP500	18.00%
AP555	18.00%
AP600	18.00%
AP655	18.00%
AP1000	18.00%
AP1055	18.00%

NOTE: Due to global supply chain cost increases:

1. All new machines are subject to a commodity surcharge of up to 16%. (In some cases, increased tire costs may cause this number to be greater)
2. All new attachments are subject to a commodity surcharge of up to 25%.

Rollers

CB1.7	19.00%
CB1.8	19.00%
CB7	19.00%
CB8	19.00%
CB10	19.00%
CB13	19.00%
CB15	19.00%
CB16	19.00%
CB2.5	19.00%
CB2.5GC	19.00%
CB2.7	19.00%
CB2.7GC	19.00%
CB2.9	19.00%
CB4.0	19.00%
CB4.4	19.00%
CC2.7	19.00%
CC2.7GC	19.00%
CC4.0	19.00%
CC S7	19.00%
CCS9	19.00%
CP11GC	19.00%
CP12GC	19.00%
CP34	19.00%
CP44	19.00%
CP54	19.00%
CP56	19.00%
CP68	19.00%
CP74	19.00%
CS10GC	19.00%
CS11GC	19.00%
CS12GC	19.00%
CS34	19.00%
CS44	19.00%
CS54	19.00%
CS56	19.00%
CS64	19.00%
CS68	19.00%
CS74	19.00%
CS78	19.00%
CW16	19.00%
CW34	19.00%

Track Type Tractors

D1	23.00%
D1 Fire Dozer	23.00%
D2	23.00%
D2 Fire Dozer	23.00%
D3	23.00%
D3 Fire Dozer	23.00%
D4	23.00%
D5	23.00%
D5 Fire Dozer	23.00%
D6	23.00%
D7	19.00%
D8	19.00%
D9	10.00%
D10	10.00%

Wheeled Excavators

M314	26.00%
M315	26.00%
M316	26.00%
M317	26.00%
M318	26.00%
M320	26.00%
M322	26.00%

Material Handlers

MH3022	26.00%
MH3024	26.00%
MH3026	26.00%

Cold Planers

PM310	20.00%
PM312	20.00%
PM313	20.00%
PM620	20.00%
PM622	20.00%
PM820	20.00%
PM822	20.00%
PM825	20.00%

Reclaimers

RM400	20.00%
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Machine Model*	New Equipment
2022	Discount to Customer (Off List Price)
RM500	20.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Telehandlers

TH255	23.00%
TH3510	24.00%
TH357	24.00%
TH408	24.00%
TH514	24.00%
TL642	24.00%
TL943	24.00%
TL1055	24.00%
TL1255	24.00%

Motor Graders

12	30.00%
120	34.00%
140	30.00%
140GC	30.00%
150	30.00%
160	30.00%
14	19.00%

Skid Steer Loaders

226	21.00%
232	21.00%
236	21.00%
242	21.00%
246	21.00%
262	21.00%
272	21.00%

Compact Track Loaders

239	21.00%
249	21.00%
259	21.00%
279	21.00%
289	21.00%
299	21.00%
299XE Land Management	21.00%

Excavators

Machine Model*	New Equipment
2022	Discount to Customer (Off List Price)
300.9	20.00%
301.4	20.00%
301.5	20.00%
301.7	20.00%
301.8	20.00%
302	20.00%
302.4	20.00%
302.5	20.00%
302.6	20.00%
302.7	20.00%
303	20.00%
303.5	20.00%
304	20.00%
304.5	20.00%
305	20.00%
305.5	20.00%
306	20.00%
306.5	20.00%
307	20.00%
307.5	20.00%
308	20.00%
308.5	20.00%
309	20.00%
310	20.00%
311	18.00%
313	15.00%
313GC	16.00%
315	19.00%
315GC	16.00%
316	19.00%
317	16.00%
317GC	16.00%
318	16.00%
320	15.00%
320GC	16.00%
323	15.00%
325	15.00%
326	15.00%
330	15.00%
330GC	16.00%
335	15.00%
336	15.00%
340	15.00%
349	15.00%
350	15.00%
352	15.00%
374	10.00%
395	5.50%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Forest Machines	
538	15.00%
548	15.00%
558	15.00%

Machine Model*	New Equipment
2022	Discount to Customer (Off List Price)
568	15.00%

*Note: Base machines are listed. There may be several different base machine configurations available. The base machine discount will be applied to any model configuration plus any and all options listed on the Caterpillar Machine price list.

Backhoe Loaders

415	22.00%
416	22.00%
420	22.00%
430	22.00%
432	22.00%
440	22.00%
450	22.00%

Wheel Tractor Scrapers

621	18.00%
623	18.00%
627	18.00%
631	18.00%
637	18.00%
651	18.00%
657	18.00%

Articulated Trucks

725	17.00%
730	17.00%
735	17.00%
740	17.00%
740GC	17.00%
745	17.00%

Rigid Frame Trucks

770	3.00%
773	3.00%

Landfill Compactors

816	12.00%
826	12.00%
836	12.00%

Wheel Dozers and Soil Compactors

814	15.00%
815	13.00%
824	15.00%
825	13.00%
834	15.00%

Wheel Loaders

903	23.00%
906	23.00%
907	23.00%
908	23.00%
910	23.00%
914	23.00%
918	24.00%
920	23.00%
924	24.00%
926	24.00%
930	24.00%
938	24.00%
950GC	20.00%
950M	18.00%
962	18.00%
966	15.00%
972	11.00%
980	11.00%
982	11.00%
988	11.00%

Track Loaders

953	19.00%
963	22.00%
973	23.00%

Aftermarket Worktools	15.00%
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Caterpillar Safety Services	15.00%
Technology Enabled Safety Solutions	5.00%

Used Equipment is discounted 20% from Original Customer List

Rental Equipment is offered under Sourcewell contract #062323-CAT

Parts & Service is discounted by the servicing dealer according to work order volume

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW CATERPILLAR MODEL: 305-07CR MINI HYDRAULIC EXCAVATOR, FROM ALTORFER CAT IN AN AMOUNT NOT TO EXCEED \$90,050

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 purchase of one (1) new Caterpillar Model: 305-07CR Mini Hydraulic Excavator, from ALTORFER CAT in an amount not to exceed \$90,050, 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 6th day of March 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



125887-01

Feb 01, 2023

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

Attention: DENNIS CABLE



Dear Dennis Cable,

We would like to thank you for your interest in our company and our products and are pleased to quote the following for your consideration.

ONE (1) NEW CATERPILLAR MODEL: 305-07CR MINI HYDRAULIC EXCAVATOR WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STOCK NUMBER: X9442**SERIAL NUMBER:** 05G502082**YEAR:** 2023**SMU:** 4

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me. **In closing, we do greatly appreciate this opportunity to earn your business. We are confident that our products, backed by our unparalleled product support after the sale, will exceed your expectations.**

Sincerely,

Steve Kusmierz

Steve Kusmierz
Machine Sales Representative

ONE (1) NEW CATERPILLAR MODEL: 305-07CR MINI HYDRAULIC EXCAVATOR WITH ALL STANDARD EQUIPMENT IN ADDITION TO THE ADDITIONAL SPECIFICATIONS LISTED BELOW:

STANDARD EQUIPMENT

POWERTRAIN -Cat C1.7T diesel engine -- U.S. EPA tier 4 final -- EU stage V -- ISO 9249/EEC 80/1270 -- Rated net power 34.1kW -- 2,400 rpm - ISO 9249/EEC 80/1269 -- Electronic engine, turbo, DOC (diesel -oxidation catalyst) -Automatic engine idle -Automatic engine shut-off -Automatic swing brake -Automatic two speed travel -Fuel and water separator with indicator -Radial seal, double element air filter -with restrictions indicator

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing & flow sharing hydraulics -Power on demand -Hydraulic temperature monitoring -Accumulator - certified

ELECTRICAL -12-volt electrical system -85 ampere alternator -650 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signaling/warning horn -Work lights -- Cab, boom left -- Courtesy safety light

OPERATOR ENVIRONMENT -Sealed and pressurized unitized cab -Operator sound pressure 72 dB(A) ISO6396 -Integrated lower front window -Rear window emergency exit -Radio - Bluetooth, USB, aux, mic -12V power socket -Ergonomic joystick control levers -Adjustable wrist rests -Pattern changer -Color LCD monitor -- Fuel level, coolant temperature and -warning indicator -- Maintenance and machine monitoring -- Performance & machine adjustments -- Numeric security code -- Multiple languages -- Hour meter -- Jog dial control interface -Coat hook -Cup holder -Hydraulic lockout controls -Literature holder -Molded footrests -Removable washable floor mat -Retractable fluorescent "high - visibility" seat belt -Travel control pedals with hand levers -Utility space for mobile phone - skylight -mounting bosses for top & front guards

FLUIDS -Extended life coolant - 37C -Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT -Cat key with passcode option -Locks on external enclosure doors -Lockable fuel cap -Beacon socket -Ecology drain - engine oil -Side by side engine & hydraulic -oil cooler -Stick steer mode -Cruise control mode -Power on demand -Rear reflectors -Roll-over protective structure (ROPS) -(ISO 12117-2) -Product Link PL243 (regulations apply) -Auxiliary hydraulic lines -- 1-way and 2-way (combined function) -- Auxiliary line quick disconnects -- Adjustable auxiliary flow -- Continuous flow -- Adjustable auxiliary relief -Thumb ready stick



MACHINE SPECIFICATIONS

305 07A CR MHE DCA3A	610-5456
MIRROR, CAB, RIGHT	428-7870
BELT, SEAT, 3" RETRACTABLE	510-6085
WATER JACKET HEATER, 120V	519-8302
CAT KEY, WITH PASSCODE OPTION	522-6460
BOOM, SWING	527-7599
LINES, BOOM	527-7611
TRACK, 16", RUBBER BELT	527-7627
SOFTWARE, PROPORTIONAL CONTROL	557-1709
SOFTWARE, STICK STEER CONTROL	557-1710
SOFTWARE, 2 WAY CONTROL	557-1711
SOFTWARE, CODED START	557-1713
305 07A CR MINI EXCAVATOR	576-7009
CAB, WITH HEAT AND A/C	576-7025
COUNTERWEIGHT, STANDARD	576-9149
ALARM, TRAVEL	579-8852
ELECTRICAL ARR, C1.7 HRC	579-8859
LIGHTS, LED, REAR	579-8870
INTEGRATED RADIO	579-8873
MONITOR NEXT GEN, CAMERA READY	579-8876
PRODUCT LINK, CELLULAR PL243	579-8889
CAMERA, REAR VIEW	579-8892
LINES, STICK	584-3653
LINKAGE BUCKET W/LIFTING EYE	584-4306
INSTRUCTIONS, ANSI	595-7021
HYDRAULIC OIL	595-9905
STICK, LONG, WITH 1ST AUX	596-7594
BLADE, STD, BOCE	597-0753
ENGINE, EPA TIER 4 FINAL	611-2416
LIGHTS, LED	579-8868
CONTROL, QC, 3 LINE	584-4311
LINES, QC, LNG STK, 3 LINE	586-0416
FILM, INC. CANADA	552-5984
LANE 2 ORDER	0P-9002
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	0P-2266
PACKING, LAST MILE PROGRAM	0P-4299
ATHENS DEALER PDI & FUEL	617-2838
FUEL-BULK	343-5820
THUMB, HYD + COUPLER, PG, HYD, 5T	575-0492
BUCKET-HDC, 12", 2.9 FT3, 5T	464-9914
BUCKET-HDC, 18", 4.4 FT3, 5T	464-9916
BUCKET-HDC, 24", 6.4 FT3, 5T	464-9918
BUCKET-DC, 51", 7.8 FT3, 5T	279-4327
PINS, BUCKET, 45MM	282-2785

WARRANTY & COVERAGE

Standard Warranty: **24 Months/2,000 Hours Full Machine Standard Warranty**

LIST PRICE	\$119,605.00
FREIGHT & DEALER PREP	\$2,350.00
SOURCEWELL GOVERNMENTAL DISCOUNT	(\$31,905.00)
NET BALANCE DUE	\$90,050.00
AFTER TAX BALANCE	\$90,050.00

ADDITIONAL CONSIDERATIONS

- **Delivery is out of our inventory and subject to prior sale.**

F.O.B/TERMS:
Customer Site

EXTENDED WARRANTY OPTIONS:

Options to Add Extended Warranties: You have the option to add extended machine warranty. We can tailor these options available to you however you want. Just tell us what you need, and we will do our best to meet or exceed your expectations. Here are just a few examples of some Extended Warranty options:

Warranty	Sell
305-36 MO/3000 HR POWERTRAIN (Tier 4)	\$110.00
305-36 MO/3000 HR POWERTRAIN + HYDRAULICS (Tier 4)	\$260.00
305-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)	\$260.00
305-36 MO/3000 HR PREMIER (Tier 4)	\$540.00



AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

Approval of a resolution accepting a proposal from Rag’s Electric professional design services related to the Geographic Information Systems (GIS) Mapping for Streetlights and infrastructure in an amount not to exceed \$14,000.

RESOLUTION

BACKGROUND

During the course of the last 5 years the Department has been planning and implementing a GIS Mapping system as it relates to the City’s potable water infrastructure, storm water and zoning for the City of Darien.

The next project is to field identify coordinates for the City’s streetlights and underground cabling. The information would be forwarded to Christopher B Burke Engineering to input the coordinates into City’s GIS database and map overlay. The continued utilization of GIS system allows the departments’ greater efficiency, to locate, infrastructure for routine and emergency situations.

Rag’s Electric is currently the City’s street lighting contractor and has agreed to perform the identified task at the 2022 approved unit pricing and attached as [Exhibit A](#).

This item was budgeted for FY22/23 and the expenditure would be expended from the following line item account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY23/24 BUDGET	PROPOSED EXPENDITURE
02-50-4231	Maintenance-Water System Streetlight GPS-Rag’s Electric	\$15,000	\$14,000
02-50-4231	Maintenance-Water System Streetlight GPS-Eng. Data Entry		\$ 1,000
Total			\$15,000

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution accepting a proposal from Rag’s Electric professional design services related to the Geographic Information Systems (GIS) Mapping for Streetlights and infrastructure in an amount not to exceed \$14,000.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the agenda for the March 6, 2023 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM RAG’S ELECTRIC PROFESSIONAL DESIGN SERVICES RELATED TO THE GEOGRAPHIC INFORMATION SYSTEMS (GIS) MAPPING FOR STREETLIGHTS AND INFRASTRUCTURE IN AN AMOUNT NOT TO EXCEED \$14,000

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 accepts a proposal from Rag’s Electric professional design services related to the Geographic Information Systems (GIS) Mapping for Streetlights and infrastructure in an amount not to exceed \$14,000, 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 6th day of March 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



6805 Hobson Valley Dr., Unit #105
Woodridge, IL 60517
1-630-739-RAGS
Fax: 1-630-739-7424

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

January 26, 2023

City of Darien
1702 Plainfield Road
Darien, IL. 60561
Attn: Dan Gombac

Re: Street Light Map With Underground Shown

We are pleased to provide to you an Electrical proposal for the above mentioned project. Our cost is based off of Christopher B Burke prints dated November 4, 2003. Our proposal is as follows:

Lighting:

- Furnish and install labor and materials for the following unless otherwise noted:
 - Locate every street light in Darien back to the source via underground cabling
 - Provide PDF to Darien showing all underground cabling servicing street lights

Note: Pricing will be charged at the 2022 hourly unit prices based one \$120.00 per hour for journeyman electrician and \$32.00 per hour for bucket truck. The project is estimated for 90 hours .

Note: Prints provided by Rag's will be for reference only. Locates will still be needed before any digging is performed

Thank you for the opportunity to submit this proposal. Rags Electric looks forward to continue working on this project with you. If you have any questions please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Fogue", with a long horizontal flourish extending to the right.

Rob Fogue
Estimator
(630) 992-1918

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

A resolution to enter a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control, within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$76,756.00 for the 2023 Landscape Fertilization Services at the following locations:

Roadside Right of Ways and Medians of 75th St, and certain segments of Plainfield Rd
Water Plants
Public Works Facility
Clock Tower
City Entrance Way Sign areas
City Hall Complex
Detention Basins
Rip Rap Areas

RESOLUTION

BACKGROUND/HISTORY

The City's fertilization program will allow the City to eradicate noxious weeds and provide uniform aesthetically pleasing turf throughout certain right of ways and City owned facilities. The fertilization program includes the treatment of maintaining weed free planting beds throughout the City. Staff had prepared and solicited for sealed bids. On February 15, 2023, staff received one (1) bid for the proposed fertilization services, (see [Attachment A](#)). The contract also called out for two optional extensions for 2024 and 2025.

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

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

The contract specifications included up to six (6) various turf fertilizer applications throughout the year and (3) three planting bed fertilizer applications. Staff is requesting that six (6) turf applications and thee (3) plant bed fertilization applications be implemented for the 2023 Program, see [Attachment B](#).

The proposed expenditure would be expended from the following accounts.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2023/24 BUDGET AND EXPENDITURE
01-30-4350	Fertilization 75 th Street-Turf Areas	\$ 17,263.00
01-30-4350	City Hall Grounds (½ Charged to Streets)	\$ 441.00
02-50-4223	City Hall Grounds (½ Charged to Water)	\$ 441.00
01-30-4350	Public Works Facility (½ Charged to Streets)	\$ 740.00
02-50-4223	Public Works Facility (½ Charged to Water)	\$ 740.00
02-50-4223	Maintenance Building-Water Plant Fertilization	\$ 3,353.00
01-30-4350	Basin Detention Facility Fertilization	\$ 10,499.00
01-30-4350	75th St. Landscape Bed Fertilization	\$ 20,400.00
01-30-4350	Roadside City Entrance Signs Fertilization	\$ 11,050.00
01-30-4350	Clock Tower Turf Fertilization	\$ 313.00
01-30-4350	Clock Tower Plant Bed Fertilization	\$ 1,116.00
01-30-4350	Tree Fertilization	\$ 3,360.00
01-30-4350	Rip Rap Areas	\$ 7,040.00
TOTAL PROGRAM COST		\$ 76,756.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving a resolution to extend a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$76,756.00 for the 2023 Landscape Fertilization Services the resolution. Pending Budget Approval FYE 2023-2024.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the March 6, 2023, City Council agenda for formal approval.

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

SEALED BID: 2023 Landscape Fertilization Program
 OPENING DATE/TIME: February 15, 2023 @ 10:00 a.m.

		Trugreen Limited Partnership		
ITEM	DESCRIPTION	2023-2024	2024-2025	2025-2026
Section I-ROW	Application #1	\$ 3,267.00	\$ 3,267.00	\$ 3,267.00
	Application #2	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
	Application #3	\$ 4,277.00	\$ 4,277.00	\$ 4,277.00
	Application #4	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
	Application #5	\$ 2,475.00	\$ 2,475.00	\$ 2,475.00
	Application #6	\$ 2,136.00	\$ 2,136.00	\$ 2,136.00
	Subtotal Section I	\$ 17,263.00	\$ 17,263.00	\$ 17,263.00
Section II-A-City Hall-Police Dept.	Application #1	\$ 144.00	\$ 144.00	\$ 144.00
	Application #2	\$ 144.00	\$ 144.00	\$ 144.00
	Application #3	\$ 180.00	\$ 180.00	\$ 180.00
	Application #4	\$ 144.00	\$ 144.00	\$ 144.00
	Application #5	\$ 144.00	\$ 144.00	\$ 144.00
	Application #6	\$ 126.00	\$ 126.00	\$ 126.00
	Subtotal II-A	\$ 882.00	\$ 882.00	\$ 882.00
Section II-B-Municipal Services	Application #1	\$ 280.00	\$ 280.00	\$ 280.00
	Application #2	\$ 219.00	\$ 219.00	\$ 219.00
	Application #3	\$ 367.00	\$ 367.00	\$ 367.00
	Application #4	\$ 219.00	\$ 219.00	\$ 219.00
	Application #5	\$ 212.00	\$ 212.00	\$ 212.00
	Application #6	\$ 183.00	\$ 183.00	\$ 183.00
	Subtotal II-B	\$ 1,480.00	\$ 1,480.00	\$ 1,480.00
Section II-C-G-Specified Facilities	Application #1	\$ 548.00	\$ 548.00	\$ 548.00
Water Plants 2,3,4,5 Standpipe	Application #2	\$ 548.00	\$ 548.00	\$ 548.00
	Application #3	\$ 682.00	\$ 682.00	\$ 682.00
	Application #4	\$ 548.00	\$ 548.00	\$ 548.00
	Application #5	\$ 548.00	\$ 548.00	\$ 548.00
	Application #6	\$ 479.00	\$ 479.00	\$ 479.00
	Subtotal II-C-G	\$ 3,353.00	\$ 3,353.00	\$ 3,353.00
	Subtotal Section II	\$ 5,715.00	\$ 5,715.00	\$ 5,715.00
Section III-Basins	Application #1	\$ 1,735.00	\$ 1,735.00	\$ 1,735.00
	Application #2	\$ 1,732.00	\$ 1,732.00	\$ 1,732.00
	Application #3	\$ 1,986.00	\$ 1,986.00	\$ 1,986.00
	Application #4	\$ 1,732.00	\$ 1,732.00	\$ 1,732.00
	Application #5	\$ 1,732.00	\$ 1,732.00	\$ 1,732.00
	Application #6	\$ 1,582.00	\$ 1,582.00	\$ 1,582.00
	Subtotal Section III	\$ 10,499.00	\$ 10,499.00	\$ 10,499.00
Section IV-A-75th St. Landscape Beds	Application #1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	Application #2	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
	Application #3	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	Subtotal IV-A	\$ 20,400.00	\$ 20,400.00	\$ 20,400.00
Section IV-B-Roadside City Entrance Signs	Application #1	\$ 650.00	\$ 650.00	\$ 650.00
	Application #2	\$ 9,750.00	\$ 9,750.00	\$ 9,750.00
	Application #3	\$ 650.00	\$ 650.00	\$ 650.00
	Subtotal IV-B	\$ 11,050.00	\$ 11,050.00	\$ 11,050.00
Section IV-C-Clock Tower	Application #1	\$ 49.00	\$ 49.00	\$ 49.00
	Application #2	\$ 49.00	\$ 49.00	\$ 49.00
	Application #3	\$ 78.00	\$ 78.00	\$ 78.00
	Application #4	\$ 49.00	\$ 49.00	\$ 49.00
	Application #5	\$ 49.00	\$ 49.00	\$ 49.00
	Application #6	\$ 39.00	\$ 39.00	\$ 39.00
	Subtotal IV-C1	\$ 313.00	\$ 313.00	\$ 313.00
Section IV-C-Mulch Beds	Application #1	\$ 63.00	\$ 63.00	\$ 63.00
	Application #2	\$ 990.00	\$ 990.00	\$ 990.00
	Application #3	\$ 63.00	\$ 63.00	\$ 63.00
	Subtotal IV-C2	\$ 1,116.00	\$ 1,116.00	\$ 1,116.00
	Subtotal Section IV	\$ 32,879.00	\$ 32,879.00	\$ 32,879.00
Section V-Tree Fertilization		\$ 3,360.00	\$ 3,360.00	\$ 3,360.00
	Subtotal Section V	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00
Section VI-Rip Rap Areas	Application #1	\$ 3,520.00	\$ 3,520.00	\$ 3,520.00
	Application #2	\$ 3,520.00	\$ 3,520.00	\$ 3,520.00
	Subtotal Section VI	\$ 7,040.00	\$ 7,040.00	\$ 7,040.00
Grand Total		\$ 76,756.00	\$ 76,756.00	\$ 76,756.00

math error-as read

\$76,765.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH TRUGREEN LIMITED PARTNERSHIP FOR SIX (6) VARIOUS FERTILIZER APPLICATIONS AND (3) THREE APPLICATIONS FOR PLANTING BEDS AND WEED CONTROL, WITHIN RIP RAP AREAS AND TREE FERTILIZATION FOR 75TH STREET, IN AN AMOUNT NOT TO EXCEED \$76,756.00 FOR THE 2023 LANDSCAPE FERTILIZATION SERVICES

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 Authorizing the Mayor and City Clerk to Execute a Contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control, within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$76,756.00 for the 2023 Landscape Fertilization Services copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 6th day of March 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

TruGreen Limited Partnership, as part of its bid on a
(Name of Contractor)

contract for Landscape Fertilization for right-of-Ways Medians and Specified Locations to the City of Darien, Illinois,
hereby certifies that said contractor is not barred from bidding on the aforementioned contract as
a result of a violation of either 720ILCS 5/33E-3 or 5/33E-4.

CERTIFIED PESTICIDE APPLICATOR CERTIFICATE NO. Lic# CA68597
ATTACH A CURRENT COPY OF PESTICIDE APPLICATOR CERTIFICATE

By: Anthony Tomasin
Authorized Agent of Contractor

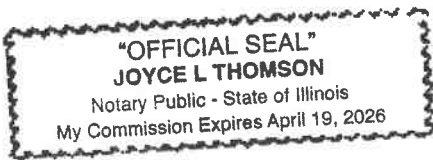
SUBSCRIBED AND SWORN BEFORE ME

This 13 day of
FEB., 2023

MY COMMISSION EXPIRES:

APRIL 19 2026

Joyce L. Thomson
NOTARY PUBLIC



BID PROPOSAL
SCHEDULE OF PRICES
ROADSIDE RIGHT-OF-WAYS, MEDIANS,
SPECIFIED FACILITIES AND RIP-RAP AREAS

This bid proposal is based upon an itemization of one base year with two optional year contract proposal. **The below proposal is for May 1, 2023 through April 30, 2024.** The second year of the option to be determined and evaluated in April of 2024. The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

I. RIGHT-OF-WAY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>3267</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>2554</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>4277</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>2554</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	\$ <u>2475</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>2136</u>
SUB TOTAL I	\$ <u>17,263</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	<u>COST</u>
A. City Hall 1702 Plainfield Rd	0.70	
 APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminon Pre-M & Escalade Broadleaf Weed Control		\$ <u>144</u>
 APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with Escalade Broadleaf Weed Control.		\$ <u>144</u>
 APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		\$ <u>180</u>
 APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		\$ <u>144</u>
 APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G		\$ <u>144</u>
 APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS		\$ <u>126</u>
 SUB TOTAL II A.		\$ <u>882</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	<u>COST</u>
B. Municipal Services 1041 S Frontage Rd	1.70	
APPLICATION #1 MARCH – APRIL		\$ <u>280</u>
Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control		
APPLICATION #2 APRIL – MAY		\$ <u>219</u>
Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.		
APPLICATION #3 MAY – JUNE		\$ <u>367</u>
Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		
APPLICATION #4 JULY – AUGUST		\$ <u>219</u>
Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		
APPLICATION #5 SEPTEMBER		\$ <u>212</u>
Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G		
APPLICATION #6 NOVEMBER - DECEMBER		\$ <u>183</u>
Dormant Fertilizer application. 25-0-5 50% AS		
SUB TOTAL II B.		\$ <u>1480</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	
C. Water Plant #2 1220 Plainfield Rd	.33	
D. Water Plant #3 1930 Manning Rd	.57	
E. Water Plant #4 1901 Manning Rd	.66	
F. Water Plant #5 8600 Lemont Rd	.83	
G. Water Stand Pipe 6709 Wilmette Ave	<u>.11</u>	
TOTAL ACRES	2.5	
		<u>COST</u>
APPLICATION #1 MARCH – APRIL		\$ <u>548</u>
Fertilizer application with Crabgrass		
Pre-emergent 25-0-5 w/0.19% Deminsion		
Pre-M & Escalade Broadleaf Weed Control		
APPLICATION #2 APRIL – MAY		\$ <u>548</u>
Fertilizer application 25-0-5 AS with,		
Escalade Broadleaf Weed Control.		
APPLICATION #3 MAY – JUNE		\$ <u>682</u>
Fertilizer application 21-0-3 .2 Merit AS		
with Tri-Power Broadleaf Leaf Weed		
Control-Includes Grub Preventative		
APPLICATION #4 JULY – AUGUST		\$ <u>548</u>
Fertilizer application 25-0-5 50% AS		
with Tri-Power Broadleaf Weed Control		
APPLICATION #5 SEPTEMBER		\$ <u>548</u>
Fertilizer application with Broadleaf Weed Control.		
Follow up Grub Control as needed.		
25-0-5 50%AS, Tripower, Dylox 6.2G		
APPLICATION #6 NOVEMBER - DECEMBER		\$ <u>479</u>
Dormant Fertilizer application.		
25-0-5 50% AS		
SUB TOTAL II C-G.		\$ <u>3353</u>

III. SPECIFIED BASIN MAINTENANCE

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

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

FERTILIZATION DESCRIPTION	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>1735</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>1732</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>1986</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>1732</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G	\$ <u>1732</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>1582</u>
SUB TOTAL III	\$ <u>10502</u>

IV. LANDSCAPE BED PLANT FERTILIZATION

A. Landscape Beds 75th Street Median	Number of Planting Beds	Estimated Total Square Yards
1 - 75th St & Plainfield Rd - East	1	285
2 - 75th St & Plainfield Rd - West	1	285
3 - 75th St & Plainfield Rd - Berm	1	430
4 - 75th St & Cass Ave - East	1	135
5 - 75th St & Cass Ave - West	1	160
6 - 75th St & Adams St - East	1	285
7 - 75th St & Adams St - West	1	305
8 - 75 th St & Williams Ave – East (Park Ave)	1	175
TOTAL	8	2060

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ 1200

APPLICATION #2

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

Post Emergent 2 X a month-Razor Pro + Crop Oil \$ 18000

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent-BroadStar \$ 1200

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
Appl #1		7	
Appl #2		7	
Appl #3		7	

SUB TOTAL IV A

\$ 20400

LANDSCAPE BED PLANT FERTILIZATION

B. Roadside ROW – Landscape Beds B. City Entrance Signs	Number of Planting Beds	Estimated Total Square Yards
1 - Plainfield Rd - Northern ROW		
West of Route 83	1	52
Evergreen trees-planting bed	1	300
2 - 83rd St - Southern ROW		
East of Janes Ave	1	35
3 - 75th St - Southern ROW		
East of Lemont Rd	1	52
4 - 75th St - Southern ROW		
West of Route 83	1	52
5 - Cass Ave - Eastern ROW		
North of Frontage Rd	1	52
6 - Cass Ave - Western ROW		
South of 67th St	1	40
7 - Lemont Rd - Eastern ROW		
North of I-55	1	60
8 - 87th St - Southern ROW		
East of Woodward	1	85
Total City Entrance Signs	9	728

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ 650

APPLICATION #2

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

Post Emergent 2 X a month-Razor Pro + Crop Oil \$ 9750

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent - BroadStar \$ 650

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
Appl #1		8	
Appl #2		8	
Appl #3		8	

SUB TOTAL IV B

\$ 11050

LANDSCAPE BED PLANT FERTILIZATION

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

Turf -Fertilization

FERTILIZATION DESCRIPTION

COST

APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>49</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>49</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>78</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>49</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	\$ <u>49</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>39</u>
SUB TOTAL IV C-1	\$ <u>313</u>

C-2 MULCH BEDS

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

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

\$ 63

APPLICATION #2

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

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

\$ 990

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent-BroadStar

\$ 63

SUB TOTAL IV C-2

\$ 1122

COST

V. TREE FERTILIZATION

Tree Root Feeding for trees

\$ 3360

SUB TOTAL V

\$ 3360

VI. RIP RAP AREAS

The following areas shall be treated with environmental friendly weed kill within the specified areas. The specified areas contain rip-rap rock for earth stabilization. The application shall be completed in June/July pending weather.

#	Location	Size	Sq. Ft
1	Dorchester/Somerset	39x82	3198
2	79th/Farmingdale Southside	39x82	3198
3	79th/Farmingdale Northside	36x48	1728
4	Farmingdale @ Honey Locust (Westside)	12x32	384
5	Walnut / Farmingdale (Bertha) Southside	16x32; 28x59	2164
6	Walnut / Farmingdale (Bertha) Northside	40x64	2560
7	Elm (Tennis Cts) Southside (x-7318 Elm)	20x22	440
8	Elm (Tennis Cts) Northside (7318 Elm)	16x16	256
9	Southeast Corner Elm / Evans	13x13	169
10	Sunrise / Elm	10x10; 8x13; 20x10; 20x10	604
11	74th Pipe Crossing	10x10; 10x20	300
12	74th (Patio) East	7x14	98
13	74th (Patio) Center	7x14	98
14	74th (Patio) West	7x12	84
15	74th (Patio) Outflow	7x6	42
16	7210 Sunrise	12x13	156
17	106 Janet	17x18	306
18	329 Janet	14x20	280
19	330 Janet	15x19	285
20	7306 Evans	20x20	400
21	X- 7314 Evans	10x18	180
22	6902 Brookbank (on 69th)	11x16	176
23	Crest/Holly	14x18	252
24	68th @ Dale Basin	20x20	400
25	67th @ Dale Basin	14x18	252
26	High Rd @ Dale Basin	20x24	480
27	6727 Clarendon Hills Rd	15x20	300
28	6722 Clarendon Hills Rd	15x20	300
29	6717 Alabama	18x23	414
30	Southside 67th - 200' East of Cass	5x9; 7x9; 8x9	180
31	Behind 7909 Knottingham	18x22	396
32	Behind 7941 Knottingham	8x10	80
33	Westside Oldfield across from Oldfield Oaks Park	12x12	144
34	Eastside Oldfield along Oldfield Oaks Park	8x196	1568
35	Rear Grandview/Drover	25x30	750
36	Hinsbrook Park	8x10	80
	Total		22,702

COST

APPLICATION #1-Weed Prevention
June/July

\$ 3520

APPLICATION #2 Optional
To be determined

\$ 3520

SUB TOTAL VI - Rip – Rap Areas

\$ 7040

TOTAL COST SECTION - I & II & III & IV & V & VI for 2023 \$ ~~76,765~~

S/B # 76,756⁰⁰

RK

BID PROPOSAL
SCHEDULE OF PRICES

We propose to furnish labor and material - complete in accordance with the foregoing specifications and subject to all conditions found within such specifications, either expressed herein writing, for the described area sections and within the general conditions, and as per the scheduled prices expressed herein and about.

RESPECTFULLY SUBMITTED:

(Corporate Seal)

CORPORATE NAME

Attest:

BY: _____

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of

_____, 20_____

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CONTRACT

1. This agreement, made and entered into this ____ day of _____ 20_____, between the City of Darien, acting by and through its Mayor and Clerk and _____.

2. That for and in consideration of the payments and agreements mentioned in City of Darien for the Specifications and contract documents for the 2023 Landscape Fertilization at Roadside Right of ways and Medians and Specified Facilities, along with two optional extensions for 2024 and 2025 and attached hereto, agrees with the City of Darien at his/their own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such City of Darien Contract attached hereto.

3. It is understood and agreed that City of Darien Contract hereto attached, prepared by the City of Darien, is an essential document of this contract and is a part hereof.

4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(City Seal)

CITY OF DARIEN

Attest:

By: _____
City Clerk

By: _____
Mayor

(Corporate Seal)

CORPORATE NAME

Attest:

By: _____
Secretary

By: _____
President

CONTRACT - Page Two

(Corporate Seal)

IF A PARTNERSHIP

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

IF AN INDIVIDUAL

_____ (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of

_____, 20__

MY COMMISSION EXPIRES:

NOTARY PUBLIC

AGENDA MEMO
City Council
March 6, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of the Phase 1-Leak Logger Program, consisting of fifty-two leak logger units from Gutermann Inc., in an amount not to exceed \$58,965.

RESOLUTION

BACKGROUND/HISTORY

The proposed leak detection system would be utilized by the Water Division to proactively locate and pinpoint leaks while they are small. The detectors, (loggers) are placed in water vaults and/or hydrant auxiliary valves. The loggers detect leaks through sound waves. When a leak occurs, the sound will amplify from the pipe and the adjacent area. As the detection state changes, a water sensor will be awakened on the radio and send data to a wireless gateway. Through a correlation process the loggers calculate the origin of the leak and process the information through the Gutermann I-Cloud gateway service. The cloud-based technology then sends an alert to a monitoring app on a mobile device or desktop application.

This program will also eliminate the need to outsource leak locating services at a cost of approximately \$15,000-\$20,000 per year. The loggers will provide monitoring 24 hours per day 365 days a year. The program will have hosting costs after the initial five years, see attached sheet labeled as [Attachment A](#).

This program is considered Phase 1 of 4 and is budgeted over a four-year program, pending budget considerations. The cost of the entire program will be approximately \$616,000 with reoccurring costs after the initial five years of each phase. As stated in the attached email, the pricing will be good for the entire project, see [Attachment B](#). A further evaluation on the the return on investment throughout each phase was calculated and the program would pay for itself in 2.25 to 2.5 years. The reoccurring costs would be budget beginning 2027/2028. Please see [Attachment A](#), summarizing the phases and costs.

Staff reviewed leak logger manufacturers and contacted municipalities that have deployed such systems. Upon review, it was determined that two vendors would meet the needs for the City of Darien. As additional information, [Attachment C](#) is technical information regarding the system.

Staff had solicited quotes for the leak loggers and received the following competitive quotes:

VENDOR	PHASE 1 COST	PHASE 2 COST	PHASE 3 COST	PHASE 4 COST	TOTAL COSTS
Gutermann	\$58,965	\$209,000	\$209,000	\$209,000	\$685,965
Subsurface Solutions	\$65,624	\$244,000	\$244,000	\$244,000	\$797,624

The proposed expenditure would be expended from the following line accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4815	Capital Purchases Leak Detection Equipment & Data Loggers	\$ 66,000	\$ 58,965	\$ 7,035

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of the Phase 1-Leak Logger Program, consisting of fifty-two leak logger units from Gutermann Inc., in an amount not to exceed \$58,965.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the March 6, 2023 City Council agenda for formal consideration.

PHASE 1 OF 3 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	Gatermann - ZONESCAN NB-IDT
ZS-NBHD-PROG-KIT	1	EACH	\$ 250.00	0%	\$ 250.00
ZS-NBHD-KIT-90-29	52	EACH	\$ 1,365.00	25%	\$ 53,235.00
NBHD-SIMCARD	52	EACH	\$ 55.00	0%	\$ 2,860.00
ZS-LB-ANTENNAS	52	EACH	\$ 30.00	100%	\$ -
Training - On Site. Includes One day of training, travel and expenses	1	LUMP SUM	\$ 2,500.00	0%	\$ 2,500.00
Shipping	3	EACH	\$ 40.00	0%	\$ 120.00
TOTAL COST INCLUSIVE- FIVE YEARS					\$ 58,965.00

PROGRAM 1 OF 3 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING COST	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 8 year term (\$18/Year)	52	MONTHLY	\$ 1.50	\$ 936.00	\$ 4,680.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$41/Year)	52	MONTHLY	\$ 8.92	\$ 572.00	\$ 2,860.00	N/A
Total Recurring Cost Years 6-10				\$ 1,508.00	\$ 7,540.00	N/A
Sensor Battery Replacement - Every 8 years	52	EACH	\$ 20.00	\$ 1,040.00	\$ 650.00	\$ 1,040.00
Total Recurring Cost-Year 8				\$ 1,638.00	\$ 8,190.00	\$ 1,040.00

RETURN ON INVESTMENT	PHASE 1 INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	SAVINGS	REDUCED AVERAGE ANNUAL WATER LOSS COST
PHASE 1 - 52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)

PHASE 2-

WATER LOSS CHART AND WHOLESALE COST

Break Size: 1/16" x 180 Degrees of 360				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon- Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67
6	136,800	\$ 4.97	49,912,000	\$ 248,162.04
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72
10	228,100	\$ 4.97	83,265,500	\$ 413,234.81
12	273,700	\$ 4.97	99,920,500	\$ 496,505.40
16	364,900	\$ 4.97	133,188,500	\$ 661,246.85

Break Size: 1/16" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	456,200	\$ 4.97	166,513,000	\$ 827,569.63
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW GALLONS PER DAY	UNACCOUNTABLE FLOW GALLONS PER YEAR	WHOLESALE COST PER 100 GALLONS RATE IS AVERAGE PER TO LMO REPORTING CALENDER	WHOLESALE COST
2002	9.80	177,096	64,641,312	\$ 9.00	\$ (27,084.14)
2001	7.50	136,194	49,711,372	\$ 4.00	\$ (247,064.50)
2000	14.00	274,000	100,072,200	\$ 4.00	\$ (997,084.20)
2019	8.60	113,598	41,604,372	\$ 4.96	\$ (206,356.65)
2018	9.40	179,225	65,440,125	\$ 4.95	\$ (321,360.55)
2017	18.20	389,811	142,281,692	\$ 4.88	\$ (699,082.73)
2016	14.40	292,200	106,580,800	\$ 4.89	\$ (511,584.00)
**2015	14.80	274,000	100,000,000	\$ 4.88	\$ (485,048.50)
**2014	4.50	99,200	34,335,000	\$ 4.68	\$ (442,423.30)
2013	3.10	69,200	25,258,000	\$ 3.03	\$ (76,531.70)
2012	3.50	89,233	32,569,666	\$ 2.73	\$ (88,915.20)
2011	1.67	46,720	17,004,960	\$ 2.73	\$ (46,560.10)
2010	7.90	191,000	69,715,000	\$ 2.73	\$ (196,321.80)
2009	6.90	133,000	48,843,000	\$ 2.73	\$ (132,456.80)
2008	3.20	81,000	29,566,000	\$ 2.73	\$ (80,712.20)
2007	1.40	29,000	10,611,000	\$ 2.73	\$ (29,791.40)
2006	4.97	102,000	37,230,000	\$ 2.73	\$ (101,637.00)
2005	3.80	68,500	25,302,500	\$ 2.73	\$ (69,185.50)
AVERAGE	5.59	129,038	47,114,209	\$ 2.73	\$ (128,621.70)

* A major leak was identified at Caw Ave and South Frontage Rd-accounting for the increase.

**New standards implemented for calculations-First standard goal is to be under 12% water loss

PHASE 2 OF 4 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	Gutermann - ZUNESCAN-NB-4091
ZS-NBHOT-PROG-KIT	193	EACH	\$ 250.00	0%	\$ 250.00
ZS-NBHOT-KIT-96-29	193	EACH	\$ 1,365.00	30%	\$ 184,11.50
NBHOT-SIMCARD	193	EACH	\$ 55.00	0%	\$ 10,615.00
ZS-LB-ANTENNAS	193	EACH	\$ 30.00	100%	\$ -
SAMSUNG ACTIVE TABLET	1	EACH	\$ 1,000.00	0%	\$ 1,000.00
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	1	PER DAY	\$ 1,000.00	0%	\$ 1,000.00
Shipping--Estimated	1	LUMP SUM	\$ 2,600.00	0%	\$ 2,600.00
TOTAL COST INCLUSIVE-FIVE YEARS					\$ 199,876.50

PHASE 2 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$1W/Year)	193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recurring Cost Years 6-10				\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8				\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS	ANNUAL SAVINGS	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS	5 YEAR ANNUAL SAVINGS	ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1 -5 LOGGERS	\$ 58,965.00	#####	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$(268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
TOTALS	\$258,841.50	N/A	N/A	N/A	N/A	46.3%
TOTAL INVESTMENT COST	\$485,965.00					

WATER LOSS CHART AND WHOLESALE COST

Break Size: 1/8" x 180 Degrees of 360				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon Wholesale	Annual Loss in Gallons	Annual Cost
2	45,500	4.97	16,644,000	\$ 82,720.88
4	32,400	4.97	29,712,000	\$ 147,663.67
6	156,800	4.97	49,032,000	\$ 244,862.96
8	282,400	4.97	56,376,000	\$ 330,882.72
10	298,100	4.97	83,256,000	\$ 413,784.81
12	271,100	4.97	99,000,000	\$ 496,505.49
16	364,900	4.97	133,188,000	\$ 661,246.81

Break Size: 1/8" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	4.97	33,251,000	\$ 165,259.96
4	182,200	4.97	66,502,000	\$ 331,064.13
6	273,300	4.97	99,753,000	\$ 496,264.08
8	364,400	4.97	133,124,000	\$ 661,262.68
10	455,500	4.97	166,530,000	\$ 827,369.81
12	546,600	4.97	199,801,000	\$ 991,010.97
16	738,900	4.97	266,413,000	\$ 1,324,079.10

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER REPORTING CALENDER	WHOLESALE COST
2002	0.00	177,000	64,641,000	0	\$ 180,000.00
2003	7.50	136,100	49,711,000	4.97	\$ 127,008.74
2004	14.00	274,000	100,012,000	4.97	\$ 497,008.74
2005	8.00	286,000	104,562,000	4.97	\$ 520,008.74
2006	9.00	199,200	72,448,000	4.97	\$ 361,208.74
2007	15.20	389,200	142,287,000	4.97	\$ 709,208.74
2008	14.40	292,200	106,580,000	4.97	\$ 531,208.74
2009	14.00	274,000	100,012,000	4.97	\$ 497,008.74
2010	4.50	99,200	35,835,000	4.97	\$ 177,008.74
2011	1.10	99,200	35,835,000	3.03	\$ 76,317.74
2012	3.10	99,200	35,835,000	2.73	\$ 136,012.74
2013	0.00	99,200	35,835,000	2.73	\$ 136,012.74
2014	7.90	191,000	69,511,000	2.73	\$ 190,312.74
2015	4.40	153,000	55,449,000	2.73	\$ 152,458.74
2016	3.20	81,000	29,565,000	2.73	\$ 80,712.74
2017	1.40	29,900	10,911,000	2.73	\$ 29,708.74
2018	4.93	102,000	37,230,000	2.73	\$ 101,637.74
2019	3.40	88,500	32,302,500	2.73	\$ 88,145.74
AVERAGE	8.55	128,000	47,114,200	2.73	\$ 128,621.74

* A major leak was identified at Cass Ave and South Frontage Rd accounting for the increase.

**New standard implemented for calculations-First standard goal is to be under 12% water loss

PHASE3 OF 4 ALL INCLUSIVE YEAR COST

DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	Guterman - ZONECAN NB-101
ZS-NBROT-PROG-KIT	1	EACH	\$ 250.00	0%	\$ 250.00
ZS-NBROT-KIT-90-29	193	EACH	\$ 1,365.00	30%	\$ 184,411.50
NBROT-SIMCARD	193	EACH	\$ 55.00	0%	\$ 10,615.00
ZS-LB-ANTENNAS	193	EACH	\$ 30.00	100%	\$ -
SAMSUNG ACTIVE TABLET	0	EACH	\$ 1,000.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	2	PER DAY	\$ 1,000.00	0%	\$ 2,000.00
Shipping--Estimated	1	LUMP SUM	\$ 2,000.00	0%	\$ 2,000.00
TOTAL COST INCLUSIVE FIVE YEARS					\$ 199,876.50

PHASE3 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURR	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recurring Cost Years 6-10				\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost Year 8				\$ 6,079.50	\$ 30,597.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT COST	AVERAGE ANNUAL WATER LOSS	ANNUAL SAVINGS	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS	5 YEAR ANNUAL SAVINGS	ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE2 -193 LOGGERS	\$199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE3 -193 LOGGERS	\$199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
TOTALS	\$458,718.00	N/A	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$685,965.00					

WATERLOSS CHART AND WHOLESALE COST

Break Size: 1/2" x 100 Degrees of 300				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
4	81,400	\$ 4.97	29,711,000	\$ 147,661.07
6	136,800	\$ 4.97	49,922,400	\$ 248,312.04
8	182,400	\$ 4.97	66,576,000	\$ 330,887.72
10	238,200	\$ 4.97	89,250,000	\$ 433,769.81
12	272,800	\$ 4.98	99,862,400	\$ 496,305.40
16	364,000	\$ 4.97	133,188,000	\$ 661,949.85

Break Size: 1/2" x 300 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,500	\$ 4.97	33,253,500	\$ 165,259.96
4	163,000	\$ 4.97	59,612,000	\$ 293,064.13
6	273,000	\$ 4.97	99,867,000	\$ 496,324.08
8	364,000	\$ 4.97	133,152,000	\$ 661,765.44
10	456,000	\$ 4.97	166,512,000	\$ 827,269.82
12	547,000	\$ 4.97	199,861,000	\$ 996,310.91
16	729,000	\$ 4.97	266,413,000	\$ 1,324,075.22

WATER INVENTORY (AMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS RATE IS AVERAGE OF 1340 REPORTING CALENDERS	WHOLESALE COST
2020	9.9%	177,079	64,411,313	\$ 4.98	\$ 320,084.13
2021	7.5%	136,151	49,711,131	\$ 4.98	\$ 247,664.34
2020	14.0%	274,053	100,072,523	\$ 4.98	\$ 497,664.31
2020	8.0%	144,886	52,684,916	\$ 4.98	\$ 263,684.91
2019	9.4%	179,259	65,493,123	\$ 4.92	\$ 323,765.77
2017	18.2%	389,837	142,251,000	\$ 4.86	\$ 690,002.74
2019	14.4%	262,000	95,600,000	\$ 4.80	\$ 451,284.00
**2015	14.5%	274,000	100,000,000	\$ 4.80	\$ 480,000.00
**2014	4.5%	92,200	33,593,700	\$ 4.80	\$ 161,252.16
2013	1.1%	67,200	24,336,000	\$ 3.00	\$ 72,900.00
2012	1.9%	97,200	35,268,000	\$ 2.75	\$ 96,978.00
2011	1.6%	46,720	17,054,976	\$ 2.75	\$ 46,901.17
2010	3.9%	197,000	71,715,000	\$ 2.75	\$ 197,216.25
2009	6.4%	153,000	55,440,000	\$ 2.75	\$ 152,460.00
2008	8.0%	81,000	29,580,000	\$ 2.75	\$ 80,325.00
2007	1.4%	26,900	9,751,500	\$ 2.75	\$ 26,918.63
2006	4.9%	102,000	37,260,000	\$ 2.75	\$ 102,675.00
2005	3.8%	88,500	32,302,500	\$ 2.75	\$ 88,831.88
AVERAGE	8.5%	120,800	47,144,200	\$ 2.75	\$ 129,621.75

* A major leak was identified at Cass Ave and South Frontage Rd accounting for the increase.

**New standards implemented for calculations First standard goal is to be under 12% water loss

PHASE 4 OF 4 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	Gutermann - ZONSCAN NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$ 250.00	0%	\$ 250.00
ZS-NBIOT-KIT-98-29	193	EACH	\$ 1,365.00	30%	\$ 184,411.50
NBIOT-SMICARD	193	EACH	\$ 55.00	0%	\$ 10,615.00
ZS-LB-ANTENNAS	193	EACH	\$ 30.00	100%	\$ -
SAMSUNG ACTIVE TABLET	0	EACH	\$ 1,000.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	2	PER DAY	\$ 1,000.00	0%	\$ 2,000.00
Shipping--Estimated	1	LUMP SUM	\$ 2,600.00	0%	\$ 2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS					\$ 199,876.50

PHASE 4 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recurring Cost Years 6-10	193			\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8				\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL SAVINGS	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS	5 YEAR ANNUAL SAVINGS	ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$ 199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE 3 -193 LOGGERS	\$ 199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
PHASE 4 -193 LOGGERS	\$ 199,876.50	\$ 449,440.36	N/A	N/A	N/A	N/A
TOTALS	\$ 658,594.50	\$ -	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$ 685,965.00					

WATER LOSS CHART AND WHOLESALE COST

Pipe Diameter Per Inch	Break Size: 1/16" x 180 Degrees of 360			
	Daily Loss in Gallons	Price per 1,000 gallon- Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85

Pipe Diameter Per Inch	Break Size: 1/16" x 360 Degrees			
	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS-RATE IS AVERAGE DUE TO LMO REPORTING CALENDER	WHOLESALE COST
2022	9.30%	177,099	64,641,135	\$ 5.06	\$ (327,084.14)
2021	7.50%	136,195	49,711,175	\$ 4.97	\$ (247,064.54)
2020	14.00%	274,008	100,012,528	\$ 4.97	\$ (497,064.27)
2019	6.60%	113,384	41,604,168	\$ 4.96	\$ (208,358.63)
2018	9.40%	179,238	65,440,120	\$ 4.92	\$ (321,965.39)
2017	18.20%	389,810	142,281,000	\$ 4.85	\$ (690,062.83)
2016	14.40%	292,000	106,580,000	\$ 4.80	\$ (511,584.00)
**2015	14.80%	274,000	100,010,000	\$ 4.85	\$ (485,048.50)
*2014	4.55%	99,200	35,935,000	\$ 4.68	\$ (442,423.80)
2013	3.18%	69,200	25,258,000	\$ 3.03	\$ (76,531.74)
2012	3.76%	89,232	32,369,669	\$ 2.73	\$ (88,915.20)
2011	1.61%	46,250	17,054,099	\$ 2.73	\$ (86,500.72)
2010	7.96%	191,000	69,715,000	\$ 2.73	\$ (180,321.99)
2009	6.40%	153,000	55,845,000	\$ 2.73	\$ (152,456.83)
2008	3.20%	81,000	29,565,000	\$ 2.73	\$ (80,712.45)
2007	1.46%	29,900	10,913,500	\$ 2.73	\$ (29,793.86)
2006	4.91%	102,000	37,230,000	\$ 2.73	\$ (101,637.90)
2005	3.80%	88,500	32,302,500	\$ 2.73	\$ (88,185.83)
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	\$ (128,621.77)

* A major leak was identified at Cross Ave and South Frontage Rd-accounting for the increase.
 **New standards implemented for calculations-First standard goal is to be under 12% water loss

Regina Kokkinis

From: Dan Gombac
Sent: Wednesday, February 22, 2023 3:17 PM
To: Regina Kokkinis
Subject: Leak Loggers

Need to incorporate email into agenda memo that the prices will be held.

From: Kris Throm <kthrom@darienil.gov>
Sent: Wednesday, February 22, 2023 10:23 AM
To: Dan Gombac <dgombac@darienil.gov>
Subject: FW: Checking In

See below for Gutermann pricing.

Thanks,

Kris Throm
City of Darien Municipal Services
Superintendent
 (630) 514-3453

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

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Cameron Keyes <cameron.keyes@gutermann-water.com>
Sent: Tuesday, February 21, 2023 12:36 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: Re: Checking In

Hello Kris,

Thanks for the email. The pricing will be good for the entire project!

As for a trial and a Western Springs contact yes. I say we set up 10 or so loggers in your system ASAP. I'll be in the area for WaterCon the week of March 20th. Do you want to schedule something for the 23rd?

Looking forward to it.

Cameron Keyes

Director - North America : Gutermann, Inc.

C: 603-320-9166 F: 603-292-6171

www.linkedin.com/in/cameronkeyesgutermann

Correlating Loggers & Permanent Monitoring Systems

ZONESCAN **320**

Smallest correlating radio logger on the market.

- Correlating loggers with high pinpointing accuracy for mobile applications (Lift & Shift or Drive-by)
- Intuitive and versatile Android software ZONESCAN Smart for use with phones and tablets
- Optional data upload to ZONESCAN Net cloud service
- Optimised battery life



Fixed Distribution Network Monitoring

ZONESCAN **BETA**

Compact permanently installed noise loggers with direct NB-IoT data communication to the Gutermann Cloud.

- Robust data communication of the logger from the chamber to the cloud, even through cast iron lids
- Automatic synchronisation of loggers for accurate leak pinpointing (full correlation)
- NB-IoT is perfect for environmental monitoring thanks to excellent deep coverage, low communication costs and high energy-efficiency
- Easy installation with ZONESCAN INSTALL - Battery changeable in the field



ZONESCAN **ALPHA**

Fully correlating monitoring system with complete RF infrastructure.

- Award-winning permanent monitoring system for municipalities without reliable NB-IoT cell coverage
- Fully automatic and highly accurate leak alarming and pinpointing
- Sophisticated Gutermann Cloud software with map-based views, dashboards reports and event management tools
- Hundreds of systems installed around the world



Fixed Trunk Main Monitoring

HISCAN

Permanent trunk main monitoring with hydrophones.

- Daily automatic correlations and near real-time leak alarms
- Precise pinpointing even of small emerging leaks
- Increased sensitivity even on plastic pipes using redesigned hydrophones
- Long distances between measuring points
- Energy independence thanks to solar panels
- Upload of data to the ZONESCAN Net cloud



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CASE STUDIES



MULTISCAN ↗ ZONESCAN ↗ AQUASCAN ↗

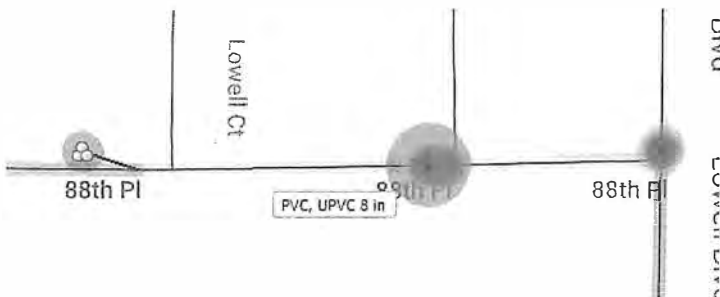
Product: MULTISCAN ↗

Type: Real-Time/Overnight
Multi-point Correlator

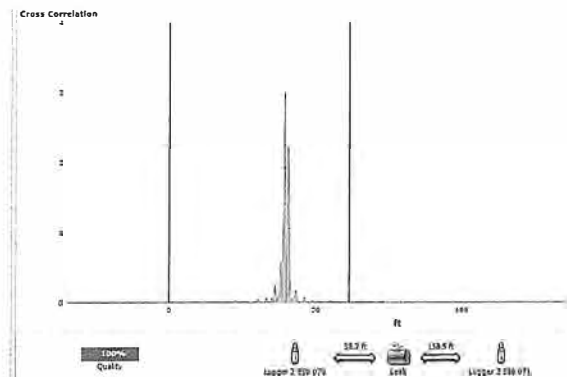
Utility/Company: Westminster, CO
Pipe Material/Diameter: 8" PVC Main
Correlation Quality(s): 100%

Time of Measurement: 8:37 A.M.

Summary: Leak was found after a pro-active leak survey, aimed at reducing non-revenue water. Three (3) sensors produced three leak correlations; one directly at the T-intersection between two sensors placed on Lowell Blvd, and two directly on the leaky hydrant's position, on 88th Pl. The leak was due to a corroded hydrant shoe valve, which was later replaced.



ZONESCAN NET Map View



ZONESCAN NET Correlation Graph



ZONESCAN NET Street View



Leak on Corroded Hydrant Shoe

Product: ZONESCAN 820

Type: Correlating Radio
Loggers in Lift & Shift mode

Utility/Company: Wentzville OH

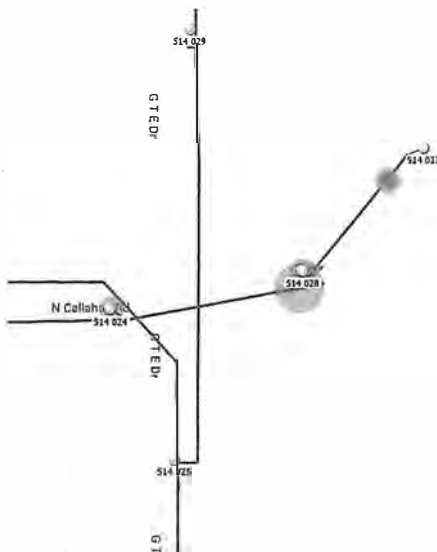
Pipe Material/Diameter: 6" Ductile Iron

Time of Measurement: 2:00 A.M.

Summary: During a pro-active leak survey, ten (10) sensors were placed in an area that was thought to be quiet. To the operator's surprise, one logger returned a high "leak score." After an investigation, the crew found a creek with an abandoned service line near the logger, and deployed the loggers again. Sure enough, the loggers pinpointed leaks on the service - leaks which were discovered to be the source of the pond (see photos below). After the line was shut off, the water drained into a nearby creek.

Correlations	Logger Noise	Events							
Quality...	Logger 1	Logger 2	Distan...	Distan...	Center...	Pipe Length	Pipe ...		
100%	514 027	514 028	28.9 ft	126.2 ft	-48.6 ft	155.2 ft			✓
90%	514 024	514 028	187.0 ft	0.0 ft	106.5 ft	161.0 ft			✓

ZONESCAN NET Correlation Tab



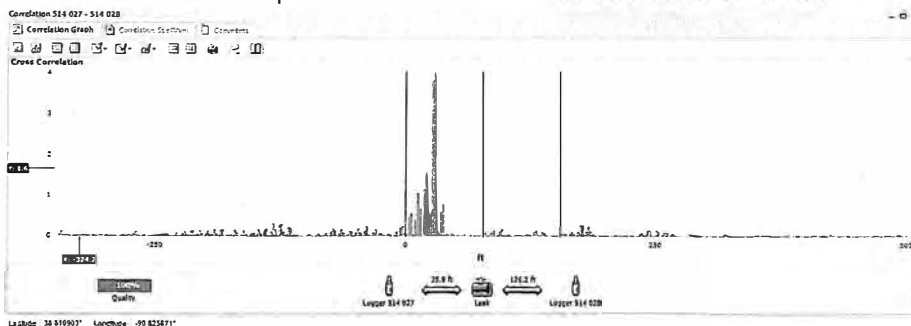
ZONESCAN NET Map View



ZONESCAN NET Street View



(Above) Pond created by the larger leak.
(Below) Puddle created by the smaller leak.



ZONESCAN NET Correlation Graph of 100% leak

Return on Investment: Though the crew did not know how long the leak had been active, they calculated that over a conservative period of 6 months, the excess production cost due to the leaks was roughly \$96,000. With the cost of equipment, and liberal estimates of man power hours, Wentzville's return on investment for finding the two leaks in question was over \$73,000.

Product: ZONESCAN NB-IoT

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

Utility/Company: Lebanon PA

Pipe Material/Diameter: 4" CI Main w/ 3/4" Copper Service

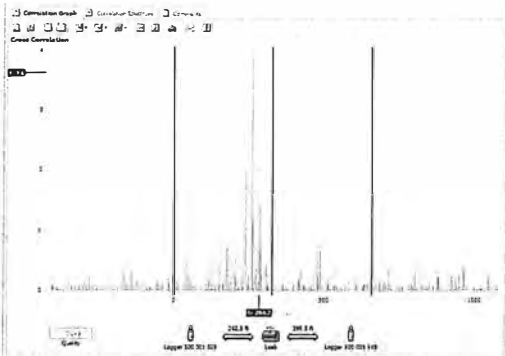
Summary: Lebanon PA installed their NB-IoT logger system in 2020, starting with 30 loggers, and expanding to 130 loggers in 2022. Since install, the system has boasted over 95% connectivity on a consistent basis, and has found over thirty leaks for the city. The two examples below are from the earliest, and most recent, days of install, respectively. Lebanon PA has made excellent use of the Events feature of ZONESCAN NET, which pings the user on new high-quality correlations, and allows the city to keep track of their investigated leaks, as well as label which correlations are due to other noise sources, such as PRVs.

Leak 1: Sept. 19, 2020 - 2:00 A.M.

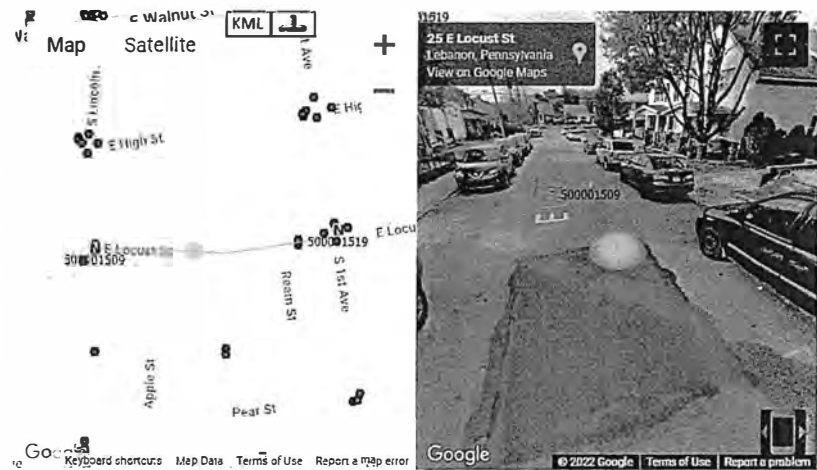
Correlation Quality: 70%

Distance: 660 ft

Result: Leak was found repaired. Leak was non-surfacing, on a utility-side service line.



ZONESCAN NET Correlation Graph



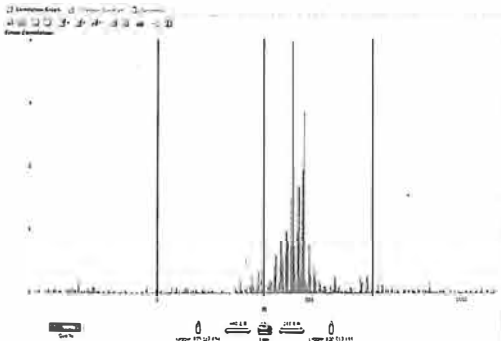
ZONESCAN NET Map & Street View

Leak 2: June 3rd, 2022 - 2:00 A.M.

Correlation Quality: 90%

Distance: 706 ft

Result: Leak was found repaired. Leak was non-surfacing, on a service line on the customer's property.



ZONESCAN NET Correlation Graph



ZONESCAN NET Map & Street View

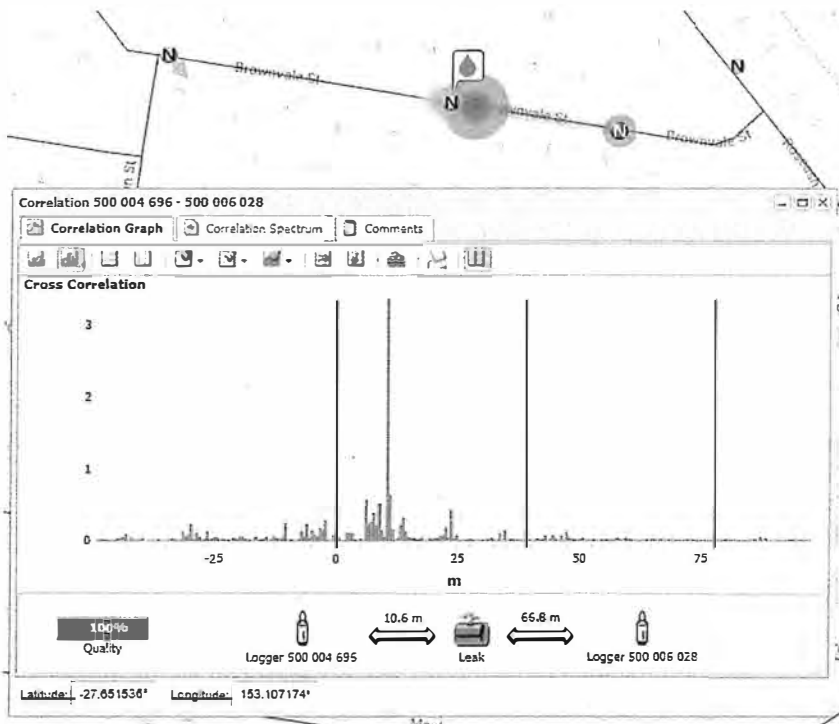
Product: ZONESCAN NB-LoT

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

Utility/Company: City of Logan, Australia

Pipe Material/Diameter: 100mm (4") PVC main w/ 100mm (3/4") poly conduit

Summary: The City of Logan, after tremendous success with their ZONESCAN 820 lift & shift program, implemented a 300-point ZONESCAN NB-LoT system in May of 2021. In the first few months, the system found a total of 23 leaks (both mainline and customer-side), which saved an estimated \$261k USD annually in non-revenue water. Pictured below is the most costly leak that was found by the system: a non-surfacing leak caused by a damaged road conduit. The city meticulously recorded every aspect of the found leaks, noting details such as identification-to-stoppage times, and gal/m losses.



Pipe Info: 100mm (4 in.) PVC main & 20mm (0.75 in.) poly road conduit

Correlation Score: 100%

Logger Spacing: 77.4m (254 ft)

Total Time from Identification to Stoppage: 29.45 hrs

Leakage Rate: 97.52 L/m (25.76 gal/m)

Actual Non-Revenue Water Loss: \$538.00 USD or 172 KL

Total Estimated Non Revenue Water Loss Annually (in USD): \$147,133.00



Return on Investment: Though the NB-LoT system will continue to monitor the utility's water system for years to come, large and costly leaks caught early have provided a near full return on investment in the span of just two months. This startling success led the city to invest in creating purpose-built, ultra-secure chambers to better cover their mixed material system with NB-LoT Loggers where no valves are present.



Product: ZONESCAN 820 & AQUASCAN 610

Utility/Company: Kansas City BPU, KS

Summary: In an effort to reduce its 35% water loss, the utility conducted a proactive leak survey using 50 overnight correlating loggers, and an AQUASCAN 610 real-time correlator. The survey spanned 144 miles of pipe, and lasted 61 days, with one worker able to deploy up to 25 loggers per hour. Pictured below are three examples of leaks found during the survey.

ZONESCAN NET Correlation Report

Kansas City BPU 2016-06-17 (Report created on 2019-06-03 2:21 PM)



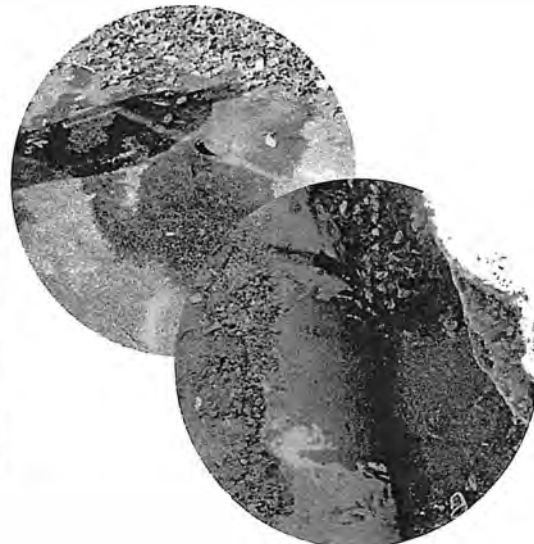
Leak on 4" CI Main Line

Correlation

Quality	Location	Logger 1	Logger 2	Dist. L1	Dist. L2	Center Dist.	Pipe Len.	Comments
70	L Eaton St	509679	509684	147.6 ft	26.6 ft	62.4 ft	174.2 ft	4" Main Leak - Pinpointed after 2 years of searching!

ZONESCAN NET Correlation Report

Kansas City BPU 2017-09-22 (Report created on 2017-10-24 5:27 PM)



Leak on AC Main Line

Correlation

Quality	Location	Logger 1	Logger 2	Dist. L1	Dist. L2	Center Dist.	Pipe Len.	Comments
100	7425-7499 Georgia Ave	509700	509701	42.6 ft	735.4 ft	-348.1 ft	778.2 ft	

Return on Investment: The survey identified a total of 64 leaks - 25 mainline, 12 service, 5 hydrants, 8 mainline/hydrant valves, and 14 customer-side leaks. Subsequent repairs took the utility from 1.55 MGD (approx. \$16.5k per mo.) losses to 0.662 MGD (approx. \$7k per mo.) losses, a reduction of over 20% in just two months.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 1-LEAK
LOGGER PROGRAM, CONSISTING OF FIFTY-TWO LEAK LOGGER UNITS FROM
GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$58,965**

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal for the purchase of the Phase 1-Leak Logger Program, consisting of fifty-two leak logger units from Gutermann Inc., in an amount not to exceed \$58,965, 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 6th day of March 2023.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 6th day of March 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES

TERMANN

Gutermann Inc.
 55 Main St., Suite 311
 03857 Newmarket, NH
 Tel.: +1 (603) 200-0340
 Fax: +1 (603) 292 6171
<http://www.gutermann-water.com>
usa@gutermann-water.com

Quotation

Quotation Number: S/GUS/2301183
 Quotation Date: 01/09/2023
 Expiration Date: 04/09/2023
 Reference: USA20230109CK NBIOT
 Your Contact Person: Cameron Keyes
 Phone:
 Email: cameron.keyes@gutermann-water.com

Darien Public Works - IL, Kris Throm
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Invoicing Address:

Darien Public Works - IL, Kris Throm
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Shipping Address:

Darien Public Works - IL
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
1	1.00	Pcs	ZS-NBIOT-PROG-KIT	[ZS-NBIOT-PROG-KIT] ZS NB-IoT programming kit	250.00	0.00		\$ 250.00
2	52.00	Pcs	ZS-NBIOT-KIT-90-29	[ZS-NBIOT-KIT-90-29] ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm) Included in Price: five year subscription for battery change, warranty and hosting fee, per logger. (\$1.50 Per Month / Logger after the 5 years)	1,365.00	25.00		\$ 53,235.00
3	52.00	Pcs	NBIOT-SIMCARD	[NBIOT-SIMCARD] ZONESCAN NB-IoT data SIM card. Five year hosting and management subscription, per logger	55.00	0.00		\$ 2,860.00
4	52.00	Pcs	ZS-LB-ANT	[ZS-LB-ANT] ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
5	1.00	Units	Included	Training - Web Based - included in equipment price	0.00	0.00		\$ 0.00
6	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Includes One day of training, travel and expenses	2,500.00	0.00		\$ 2,500.00
7	3.00	Units		Shipping Cost	40.00	0.00		\$ 120.00



Gutermann Inc.
55 Main St., Suite 311
03857 Newmarket, NH
Tel.: +1 (603) 200-0340
Fax: +1 (603) 292 6171
<http://www.gutermann-water.com>
usa@gutermann-water.com

Subtotal	\$ 58,965.00
Total	\$ 58,965.00

Payment terms: 30 Days

Darien Public Works - IL, Kris Throm
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Invoicing Address:

Darien Public Works - IL, Kris Throm
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Shipping Address:

Darien Public Works - IL
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Quotation

Quotation Number: S/GUS/2301183
 Quotation Date: 01/09/2023
 Expiration Date: 04/09/2023
 Reference: USA20230109CK NBIOT
 Your Contact Person: Cameron Keyes
 Phone:
 Email: cameron.keyes@gutermann-water.com

Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
1	1.00	Pcs	ZS-NBIOT-PROG-KIT	[ZS-NBIOT-PROG-KIT] ZS NB-IoT programming kit	250.00	0.00		\$ 250.00
2	545.00	Pcs	ZS-NBIOT-KIT-90-29	[ZS-NBIOT-KIT-90-29] ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm) Included in Price: five year subscription for battery change, warranty and hosting fee, per logger.	1,365.00	30.00		\$ 520,747.50
3	545.00	Pcs	NBIOT-SIMCARD	[NBIOT-SIMCARD] ZONESCAN NB-IoT data SIM card. Five year hosting and management subscription, per logger	55.00	0.00		\$ 29,975.00
4	545.00	Pcs	ZS-LB-ANT	[ZS-LB-ANT] ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
5	1.00	Units		Samsung Active 3 Tablet	1,000.00	0.00		\$ 1,000.00
6	1.00	Units	Included	Training - Web Based - included in equipment price	0.00	0.00		\$ 0.00
7	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Includes One day of training, travel and expenses	2,500.00	0.00		\$ 2,500.00

Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount	
8	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Each Additional Day	1,000.00	0.00		\$ 1,000.00	
								Subtotal	\$ 555,472.50
								Total	\$ 555,472.50

Payment terms: 30 Days

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