

CITY OF DARIEN

NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE THAT THE MUNICIPAL SERVICES COMMITTEE HAS SCHEDULED A SPECIAL MEETING TO BE HELD ON MONDAY, NOVEMBER 6, 2017, 6:20 PM IN THE CITY COUNCIL CHAMBERS AT CITY HALL, 1702 PLAINFIELD ROAD, DARIEN, ILLINOIS. AGENDA IS AS FOLLOWS:

1. CALL TO ORDER

2. ESTABLISH A QUORUM

3. NEW BUSINESS

- a. **RESOLUTION** – To enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2018 Street Maintenance Program, in an amount not to exceed \$32,748.00.
- b. **RESOLUTION** – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2018 Street Maintenance Program, in an amount not to exceed \$8,900.00.
- c. **MOTION** – Authorizing the purchase of 511 banners from Quinn Flags for the City of Darien Banner Program, in an amount not to exceed \$21,436.45. 25 double banner brackets from Bannerville USA, in an amount not to exceed amount of \$2,875.00. 50 6-foot diameter holiday wreaths from Houzz, in an amount not to exceed amount of \$6,649.50. 5 Pre-lit holiday trees from Balsam Hill, in an amount not to exceed \$4,696.98.
- d. **RESOLUTION** - Accepting a proposal from Associated Technical Services (ATS) for the 2017 Water Leak Survey, Valve Exercising Program and creating GIS Valve and Hydrant Database in the amount of \$81,826.82. Included is a per unit cost for the Leak Location Phase in the amount of \$395.00 per mainline or service leak, and \$95 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,500.00.
- e. **PZC – Solar Codes** - Approval of amendments to the zoning and building codes in regards to solar panel installations.
- f. **PZC - PZC 2017-03** - Approval of a variation to the Darien Zoning Code for rear yard setback for their proposed pool, pool deck, patio, and retaining wall-8185 Chapman Ct.
- g. **MINUTES** – September 25, 2017 Municipal Services Committee

4. ADJOURNMENT

THIS NOTICE IS GIVEN PURSUANT TO CHAPTER 5, SECTION 120/2.02 OF THE ILLINOIS COMPILED STATUTES (5 ILCS 120/2.01).

**JOANNE E. RAGONA
CITY CLERK
NOVEMBER 2, 2017**

AGENDA MEMO
Municipal Services Committee
November 6, 2017
6:20 p.m.

Issue Statement

Approval of a **resolution** to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2018 Street Maintenance Program, in an amount not to exceed \$32,748.00.

Background/History

Attached and labeled as **Attachment A**, please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2018 Street Maintenance Program. The following roads have been slated for the 2018 Street Maintenance Program:

PROPOSED 2018 ROAD PROGRAM

STREET	RATING	SUBDIVISION	LIMITS	ROAD LENGTH (linear ft)	PREVIOUS RESURFACING
*Brookhaven	67	Brookhaven #1	Warwick – Janet	1320	2005
*Bentley	65	North of 67 th	67 th – N Limit	650	2003
*Richmond Ave	68	Hinsbrook	67 th – Seminole	5100	2006
*Seminole Dr	67	Hinsbrook	Plainfield – Hinsbrook	3200	2005
Crest Rd	64	Marion Hills S	Plainfield – Janet	920	2004
Tennessee	65	Clarefield	67 th – Chestnut	1093	2000
Bentley	65	Clarefield	68 th – Chestnut	1093	2000
Bentley	64	North of 67 th	67 th – North Limit	650	2003
Willow Ln	67	Hinsbrook	Seminole – Belair	900	2003
Farmingdale Dr	65	Farmingdale Ter N	75 th – 79 th	3100	2006
Chippewa Ln	70	Farmingdale Ter N	Farmingdale – Sawyer	400	2007
High Point Cir	65	Farmingdale Ter S	S. Frontage – Limit	1050	2003
Brookhaven Ave	65	Brookhaven #1	N Warwick – S Warwick	1320	2005
71 st Ave	65	Farmingdale 5,6,7,8,9	Washington – Fairview	3840	2005
Hudson St	66	Darien Club	71 st – Limit	580	2000
Abbey	65	Farm Ridge	Cambridge – Dead End	640	2001
Grandview Ln	67	Farmingdale Ridge	83 rd – Drover	1870	2003
Spring Green Dr	67	Farmingdale Ridge	Parkview – Beller	1165	2003
*Cored / 2017 alternates					
LINEAR FEET				28,891.0	
MILES				5.471	

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

The total length of streets to be resurfaced for the project is approximately 28,891 feet - the equivalent of (5.5 miles).

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

Engineer V	\$191/hr. x 24 hrs.	= \$ 4,584
Engineer I/11	\$109/hr. x 36 hrs.	= \$ <u>3,924</u>
Total		= \$ 8,508

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

Engineer V	\$191/hr. x 24 hrs.	= \$ 4,584
Engineer I/II	\$109/hr. x 120 hrs.	= \$ <u>13,080</u>
Total		= \$17,664

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

Engineer V	\$191/hr. x 2 meetings x 3 hrs.	= \$1,146
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Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V	\$191/hr. x 4 hrs.	= \$ 764
Engineer I/11	\$109/hr. x 8 hrs.	= \$ <u>872</u>
Total		= \$1,636

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

Total Engineering Cost for Task 5 - \$6,000.00

Below, please find a summary cost for the abovementioned items:

Cost for Task 1-	\$ 7,200.00
Cost for Task 2-	\$15,484.00
Cost for Task 3-	\$ 1,146.00
Cost for Task 4-	\$ 1,418.00
Cost for Task 5-	\$ 6,000.00
Direct Costs	<u>\$ 1,500.00</u>
Total Cost	\$32,748.00

Funding for the Engineering Services would be expended from the following line item of the FY17/18 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE187003	ENGINEERING BID SPECIFICATIONS	\$33,000.00	\$ 32,748.00	\$ 252.00

Staff Recommendation

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$32,748.00.

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the November 6, 2017 City Council agenda for formal consideration.

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

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Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the November 6, 2017 City Council agenda for formal consideration.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 25, 2017

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
2018 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2018 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2018 Road Program will consist of resurfacing for the following streets:

STREET	LIMITS	ROAD LENGTH
Brookhaven	Warwick - Janet	1320
Bentley	67th - N Limit	650
Richmond Ave	67th - Seminole	5100
Seminole Drive	Plainfield - Hinsbrook	3200
Crest Road	Plainfield - Janet	920
Tennessee	67th - Chestnut	1093
Bentley	68th - Chestnut	1093
Bentley	67th - North limit	650
Willow Lane	Seminole - Belair	900
Farmindale Dr	75th - 79th	3100
Chippewa Lane	Farmingdale - Sawyer	400
High Point Cir	South Frontage - Limit	1050
Brookhaven Ave	N Warwick - S Warwick	1320

71st Ave	Washington - Fairview	3840
Hudson Street	71st - Limit	580
Abbey	Cambridge - Dead end	640
Grandview Lane	83rd - Drover	1870
Spring Green Dr	Parkview - Beller	1165
BASE BID		28,891.0

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

The total length of streets to be resurfaced for the project is approximately 28,891 feet (5.5 miles).

SCOPE AND FEE

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

Engineer V \$191/hr x 24 hrs	= \$ 4,584
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Total	\$ 8,508

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

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Total	\$17,664

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

Engineer V \$191/hr x 2 meetings x 3 hrs = \$1,146

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

Engineer V \$191/hr x 4 hrs = \$ 764
Engineer I/II \$ 109/hr x 8 hrs = \$ 872
Total \$1,636

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

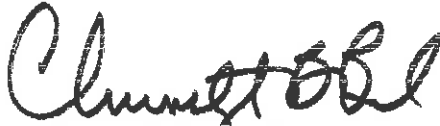
CBBEL estimates the following fees for each of the tasks described above:

Task 1	Field Reconnaissance	\$ 7,200
Task 2	Preparation of Bid Booklet	\$15,484
Task 3	Coordination Meetings	\$ 1,146
Task 4	Bidding Assistance	\$ 1,418
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 1,500</u>
	NOT TO EXCEED	\$32,748

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2018 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$32,748

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2018 Street Maintenance Program in an amount not to exceed \$32,748.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of November, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of November, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

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Task 2	Preparation of Bid Booklet	\$15,484
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Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 1,500</u>
	NOT TO EXCEED	\$32,748

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2017

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	155
Engineer III	140
Engineer I/II	110
Survey V	213
Survey IV	180
Survey III	157
Survey II	115
Survey I	90
Engineering Technician V	182
Engineering Technician IV	148
Engineering Technician III	133
Engineering Technician I/II	115
CAD Manager	161
Assistant CAD Manager	140
CAD II	140
CAD I	108
GIS Specialist III	135
GIS Specialist I/II	78
Landscape Architect	155
Environmental Resource Specialist V	200
Environmental Resource Specialist IV	155
Environmental Resource Specialist III	128
Environmental Resource Specialist I/II	105
Environmental Resource Technician	105
Administrative	98
Engineering Intern	59
Information Technician III	118
Information Technician I/II	107
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services Committee
November 6, 2017
6:20 p.m.

Issue Statement

Approval of a **resolution** authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2018 Street Maintenance Program, in an amount not to exceed \$ 8,900.00.

Background/History

Attached and labeled as **Attachment A**, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 35 pavement corings for the tentatively proposed 2018 Street Maintenance Program. The following roads have been slated for the 2018 Street Maintenance Program:

STREET	RATING	SUB DIVISION	LIMIT	ROAD LENGTH	CORES	LAST REHAB
Brookhaven	67	Brookhaven #1	Warwick – Janet	1320	*	2005
Bentley	65	North of 67th	67th - North Limit	650	*	2003
Richmond Ave	68	Hinsbrook	67 th - Seminole	5100	*	2006
Seminole Drive	67	Hinsbrook	Plainfield – Hinsbrook	3200	*	2005
Crest Road	64	Marion Hills South	Plainfield – Janet	920	2	2004
Tennessee	65	Clarefield	67 th – Chestnut	1093	2	2000
Bentley	65	Clarefield	68 th – Chestnut	1093	2	2000
Bentley	64	North of 67th	67 th – North Limit	650	1	2003
Willow Lane	67	Hinsbrook	Seminole – Belair	900	2	2003
Farmingdale Dr	65	Farmingdale Ter N	75 th – 79 th	3100	5	2006
Chippewa Lane	70	Farmingdale Ter N	Farmingdale – Sawyer	400	1	2007
High Point Cir	65	Farmingdale Ter S	South Frontage – Limit	1050	2	2003
Brookhaven Ave	65	Brookhaven #1	N Warwick – S Warwick	1320	3	2005
71 st Ave	65	Farmingdale 5,6,7,8,9	Washington - Fairview	3840	7	2005
Hudson St	66	Darien Club	71 st – Limit	580	1	2000
Abbey	65	Farm Ridge	Cambridge – Dead End	640	1	2001
Grandview Ln	67	Farmingdale Ridge	83 rd – Drover	1870	4	2003
Spring Green Dr	67	Farmingdale Ridge	Parkview – Beller	1165	2	2003
				28891.0 ft. 5.5 miles	35	

The proposed Engineering Agreement includes the following scope of services:

Task 1-Geotechnical Investigation

A Geotechnical Investigation will be performed by CBEL's sub-consultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 35 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials.

Task 2-Evaluation of Geotechnical Report

CBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2018 Road Program based on the City's budget.

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

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

Task 1	Geotechnical Investigation	\$ 7,900
Task 2	Evaluation of Geotechnical Report	\$ 1,000
	TOTAL	\$ 8,900

Funding for the Engineering Services would be expended from the following line item of the FY 17/18 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE187004	ROAD CORE SPECS/TESTING SERVICES	\$13,200.00	\$ 8,900.00	\$ 4,300

Staff Recommendation

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$ 8,900.00.

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the November 6, 2017 City Council agenda for formal consideration.

Task 1-Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's sub-consultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 35 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials.

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Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the November 6, 2017 City Council agenda for formal consideration.

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

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

September 25, 2017

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2018 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2018 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2018 Road Program will consist of the following streets:

PROPOSED 2018 ROAD PROGRAM			
STREET	LIMITS	ROAD LENGTH	CORES
Brookhaven	Warwick - Janet	1320	*
Bentley	67th - N Limit	650	*
Richmond Ave	67th - Seminole	5100	*
Seminole Drive	Plainfield - Hinsbrook	3200	*
Crest Road	Plainfield - Janet	920	2
Tennessee	67th - Chestnut	1093	2
Bentley	68th - Chestnut	1093	2
Bentley	67th - North limit	650	1
Willow Lane	Seminole - Belair	900	2
Farmindale Dr	75th - 79th	3100	5
Chippewa Lane	Farmingdale -Sawyer	400	1
High Point Cir	South Frontage - Limit	1050	2

Brookhaven Ave	N Warwick - S Warwick	1320	3
71st Ave	Washington - Fairview	3840	7
Hudson Street	71st - Limit	580	1
Abbey	Cambridge - Dead end	640	1
Grandview Lane	83rd - Drover	1870	4
Spring Green Dr	Parkview - Beller	1165	2
BASE BID		28,891.0	35

*Please note that cores have been providing taken on Brookhaven, Bentley, Richmond Ave, and Seminole Drive in previous years.

SCOPE AND FEE

Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 35 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2018 Road Program based on the City's budget.

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

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

Task 1	Geotechnical Investigation	\$ 7,900
Task 2	Evaluation of Geotechnical Report	\$ 1,000
TOTAL		\$ 8,900

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

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

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

Sincerely



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

LMF/mv
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2018 STREET MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$8,900.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2018 Street Maintenance Program in an amount not to exceed a total cost of \$8,900.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of November, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of November, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 25, 2017

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

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services
 2018 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2018 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2018 Road Program will consist of the following streets:

PROPOSED 2018 ROAD PROGRAM			
STREET	LIMITS	ROAD LENGTH	CORES
Brookhaven	Warwick - Janet	1320	*
Bentley	67th - N Limit	650	*
Richmond Ave	67th - Seminole	5100	*
Seminole Drive	Plainfield - Hinsbrook	3200	*
Crest Road	Plainfield - Janet	920	2
Tennessee	67th - Chestnut	1093	2
Bentley	68th - Chestnut	1093	2
Bentley	67th - North limit	650	1
Willow Lane	Seminole - Belair	900	2
Farmindale Dr	75th - 79th	3100	5
Chippewa Lane	Farmingdale - Sawyer	400	1
High Point Cir	South Frontage - Limit	1050	2

Brookhaven Ave	N Warwick - S Warwick	1320	3
71st Ave	Washington - Fairview	3840	7
Hudson Street	71st - Limit	580	1
Abbey	Cambridge - Dead end	640	1
Grandview Lane	83rd - Drover	1870	4
Spring Green Dr	Parkview - Beller	1165	2
BASE BID		28,891.0	35

*Please note that cores have been providing taken on Brookhaven, Bentley, Richmond Ave, and Seminole Drive in previous years.

SCOPE AND FEE

Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 35 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2018 Road Program based on the City's budget.

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

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

Task 1	Geotechnical Investigation	\$ 7,900
Task 2	Evaluation of Geotechnical Report	\$ 1,000
TOTAL		\$ 8,900

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

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

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

Sincerely



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2017

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	155
Engineer III	140
Engineer I/II	110
Survey V	213
Survey IV	180
Survey III	157
Survey II	115
Survey I	90
Engineering Technician V	182
Engineering Technician IV	148
Engineering Technician III	133
Engineering Technician I/II	115
CAD Manager	161
Assistant CAD Manager	140
CAD II	140
CAD I	108
GIS Specialist III	135
GIS Specialist I/II	78
Landscape Architect	155
Environmental Resource Specialist V	200
Environmental Resource Specialist IV	155
Environmental Resource Specialist III	128
Environmental Resource Specialist I/II	105
Environmental Resource Technician	105
Administrative	98
Engineering Intern	59
Information Technician III	118
Information Technician I/II	107

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services Committee
November 6, 2017
6:20 p.m.

ISSUE STATEMENT

A motion authorizing the purchase of the following:

1. 511 banners from Quinn Flags for the City of Darien Banner Program, in an amount not to exceed \$21,436.45.
2. 25 double banner brackets from Bannerville USA, in an amount not to exceed amount of \$2,875.00.
3. 50 6-foot diameter holiday wreaths from Houzz, in an amount not to exceed amount of \$6,649.50.
4. 5 Pre-lit holiday trees from Balsam Hill, in an amount not to exceed \$4,696.98.

BACKGROUND/HISTORY

The City displays various types of banners throughout the City on the following roadways;

Cass Avenue
75th Street
Clarendon Hills Road
Plainfield Road

The existing banners are approximately 20-25 years in age and are in poor condition. Many of the banners are faded and are beginning to tear. The existing program consists of the City staff placing various informational and theme banners throughout the City as per the attached sheet labeled as **Attachment A**-Banner Themes and Locations. The proposed banners are 30-inches by 84 inches with a double sided print.

The following organizations are considered governmental organizations displaying community awareness through the banners.

Indian Prairie Library-The Indian Prairie Library has elected to replace their 6 banners. See attached E-mail labeled as **Attachment B**-Pages 1-2.

Tri-State Fire Department-The Tri-State Fire Department has elected to replace their 17 banners. See attached E-mail labeled as **Attachment C**-Pages 1-2

The total cost for the governmental organizations is \$964.85 and is included within the total proposed expenditure. This item is reimbursable by the respective agency.

The proposed Banner Program includes an enhanced City program in which the City would be purchasing 488 various themed banners to be displayed at various times throughout the year. The program would include the following themes and the banners are attached as **Attachment D**-Pages 1-8:

Spring Theme
Summer Theme
Fall Theme
Winter/Holiday Theme

2017 City Banner Program

November 6, 2017

Page 2

The banners would be placed throughout the following corridors:

Cass Avenue
75th Street
Clarendon Hills Road
Plainfield Road

The City program consists of the placement of 72 single banners on non-decorative poles and 50 banners (2 per pole) on 25 decorative poles within the Cass, 75th Street and Plainfield Road corridors.

Below is a cost summary for the proposed banner program. Attached as is the competitive quote summary dated October 4, 1971 as Attachment E

VENDOR	COST
Agas Mfg Inc	\$ 31,995.00
Bannerville USA	\$ 25,550.00
Project Graphics Print	\$ 38,074.61
QUINN FLAGS	\$ 21,436.45

Below is a cost summary for the banner brackets. Attached is the competitive quote summary as Attachment F-Pages 1-3

VENDOR	COST
Crystal Valley Decorating	\$ 4,375.00
Crystal Valley Decorating	\$ 4,575.00
Crystal Valley Decorating	\$ 5,625.00
Crystal Valley Decorating	\$ 5,725.00
BANNERVILLE USA	\$ 2,875.00
Temple Display	\$ 5,645.00

The Staff was further directed at the October 30, 2017 Goal Setting Session to enhance the City's center of town corridor with the following for the upcoming holidays:

- A. 50, 6-foot holiday wreaths to be displayed on the decorative poles and the clock tower. Below are the costs for the wreaths. Attached is the competitive quote summary as Attachment G-Pages 1-4

ITEM A VENDOR	COST
Houzz.com	\$ 6,649.50
Artificial Christmas Wreaths.com	\$ 10,469.00
Christmas Lights Etc.com	\$ 27,995.50

- B. Five, (5) Christmas trees with lights to be strategically placed at the clock tower. The Christmas trees would be further decorated with ornaments provided by organizations such as the local youth groups.

Below are the costs for the holiday trees. Attached is the quote summary as Attachment H-Pages 1-3

ITEM B VENDOR	COST
BALSAM HILL FRASER HILL QUANTITY 2	\$ 1,999.98
BALSAM HILL OAKVILLE OUTDOOR TREE QUANTITY 3	\$ 2,697.00
ITEM B CHRISTMAS TREES	\$ 4,696.98

The proposed item would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4225	Banners	\$ 25,000.00	\$ 21,436.45	\$ 3,563.55
01-30-4225	Banner Reimbursement	N/A	\$ (964.85)	\$ 4,528.40
01-30-4225	**Double Banner Brackets	N/A	\$ 2,875.00	\$ 1,653.40
01-30-4225	ITEM A WREATH COST	N/A	\$ 6,649.50	(\$ 4,996.10)
01-30-4225	ITEM B CHRISTMAS TREES BALSAM HILL	N/A	\$ 4,696.98	(\$ 9,693.08)
*01-30-4225	TOTAL COST	N/A	\$ 35,657.93	(\$ 9,693.08)

Staff Recommendation

A motion authorizing the purchase of the following:

1. 511 banners from Quinn Flags for the City of Darien Banner Program, in an amount not to exceed \$21,436.45.
2. 25 double banner brackets from Bannerville USA in an amount not to exceed amount of \$2,875.00.
3. 50 6-foot diameter holiday wreaths from Houzz in an amount not to exceed amount of \$6,649.50.
4. 5 Pre-lit holiday trees from Balsam Hill in an amount not to exceed \$4,696.98.

*Please note the proposed line account will be over budget in an amount of \$9,693.08. Staff has recognized various accounts that that have realized a savings and the over budgeted item would be absorbed through the savings realized.

Alternate Consideration

As recommended by the Committee.

Decision Mode

This item will be placed under New Business, on the November 6, 2017 City Council agenda for formal consideration.

ATTACHMENT A- BANNER THEMES & LOCATIONS

Sponsor	Type	Sponsor	FROM	TO	NO OF BANNERS PER POLE	LOCATION	No of Banners
City of Darien	City Themes See Below	City of Darien	Seasonal	Various	1 to 2	Throughout town	488
Indian Prairie Public Library	Library	Indian Prairie Library	Week before Library Week (end of October)	After Library Week	1	Adjacent to library	6
Tri State Fire Department	Change clocks/batteries		Prior to time changes (March & November)	After Time changes	1	East side of town	17
Totals							511

Light Pole Locations per Roadway	Pole Quantity	No of Banners	Spring Theme	Summer Theme	Fall Theme	Holiday Theme	Decorative Poles	BANNER SIZES MATERIAL		Spring Theme	Summer Theme	Fall Theme	Holiday Theme	CITY OF DARIEN TOTAL NO OF BANNERS
								30 X 84	MARINE ACRYLIC					
								Single Banner	Double Banner					
Clarendon Hills Road-75 th Street to Plainfield Road	10	10	1C	5D	1B	2A	0	0	N/A	N/A	N/A	N/A		
Plainfield Road-Clarendon Hills Road to Cass Ave	19	19	2C	12D	2B	4A	2	4	8C1 & 8C2	3C & 6D	2B & 5B	1A & 1A2		
75 th Street-Nantucket Drive to Cass Ave	19	19	4C	4D	9B	6A	14	28	10C1 & 10C2	1D & 4D	7B & 9B	9A1 & 9A2		
Cass Avenue-Frontage Road to the Jewel Grocery Store	23	23	7C	6D	6B	7A	9	18	1C & 4C	6D & 8D	1B & 6B	6A & 8A2		
City Hall	1	1	6C	1D	9B	3A	0	0	N/A	N/A	N/A	N/A		
Totals	72	72	72	72	72	72	25	50	50	50	50	50	50	488

From: Laura Birmingham <laurab@ippl.info>
Sent: Monday, August 21, 2017 9:51 AM
To: Dan Gombac
Subject: RE: City Banners Indian Prairie Library Sponsored

Thanks Dan—I will get back to you. We will order banners to use this year.

Laura

Laura Birmingham
Assistant Director

Indian Prairie Library
401 Plainfield Road
Darien, IL 60561
E-mail: laurab@ippl.info
Phone: 630/887-8760 ext. 243

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Monday, August 21, 2017 9:49 AM
To: Laura Birmingham <laurab@ippl.info>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: RE: City Banners Indian Prairie Library Sponsored

Hi Laura,

Please see my replies below and will the same type of banner be utilized? If you are looking for something different as far as art work, please forward.

Daniel Gombac
Director of Municipal Services
630-353-8106

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-----Original Message-----

From: Laura Birmingham [mailto:laurab@ippl.info]
Sent: Friday, August 18, 2017 11:57 AM
To: Dan Gombac <dgombac@darienil.gov>
Subject: RE: City Banners Indian Prairie Library Sponsored

Indian Prairie is approaching our 30th anniversary in 2018. We are happy to provide new banners.

I have a few requests -
Can the library "skip" 2017?

We could but if it's on the schedule we will probably put them up.

Could the library be moved up in the 2018 schedule closer to the beginning of the year (possibly after the Chamber's "holiday" banners come down) to kick off our anniversary?

Please provide dates.

Is it possible to get an second time in 2018 --perhaps around May or June?

Please provide dates.

Thanks Dan,

Laura

Laura Birmingham
Assistant Director

Indian Prairie Library
401 Plainfield Road
Darien, IL 60561
E-mail: laurab@ippl.info
Phone: 630/887-8760 ext. 243

-----Original Message-----

From: Dan Gombac [<mailto:dgombac@darienil.gov>]

Sent: Friday, August 18, 2017 11:49 AM

To: Laura Birmingham <laurab@ippl.info>

Cc: Kathy Weaver (Kathy_Weaver@AJG.com) <Kathy_Weaver@AJG.com>; Bryon Vana <bvana@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>

Subject: City Banners Indian Prairie Library Sponsored

Good morning Laura,

I am requesting that the following e-mail be forwarded to the proper Indian Prairie Library members(s) for review.

We are in the process of updating the City's Banner Program. Attached, is an inventory and schedule of the Indian Prairie Library sponsored banners, highlighted in white. Many of the banners are very aged and have faded and are beginning to tear. Upon your review, we are requesting the Indian Prairie Library to purchase new banners. We are requesting that the Indian Prairie Library confirm the proposed counts for the sponsored event. The program is tentatively scheduled to begin in Nov 2017. Pending the Indian Prairie Library budget and the proposed final count the City will replace any Indian Prairie Library shortfall of banners with City themed banners.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

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Dan Gombac

From: PBrenn <pbrenn@tristatefd.com>
Sent: Friday, August 18, 2017 1:44 PM
To: Dan Gombac
Subject: RE: City Banners Tri-State FD Sponsored

OK



Est. 1946

Patrick Brenn
Deputy Chief
Tri-State Fire Protection District
419 Plainfield Rd.
Darien, IL 60561
630-481-4420
Cell: 630-885-7784

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Friday, August 18, 2017 12:14 PM
To: PBrenn <pbrenn@tristatefd.com>
Cc: Kathy Weaver (Kathy_Weaver@AJG.com) <Kathy_Weaver@AJG.com>; Kris Throm <kthrom@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Bryon Vana <bvana@darienil.gov>
Subject: RE: City Banners Tri-State FD Sponsored

Thanks Pat

Once the program is assembled we will invoice you. We will forward art work in a couple of weeks.

Daniel Gombac
Director of Municipal Services
630-353-8106

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From: PBrenn [mailto:pbrenn@tristatefd.com]
Sent: Friday, August 18, 2017 12:05 PM
To: Dan Gombac <dgombac@darienil.gov>
Subject: RE: City Banners Tri-State FD Sponsored

Dan,

We are good with buying the new banners. Will you invoice us then?

Pat



Est. 1946

Patrick Brenn
Deputy Chief
Tri-State Fire Protection District
419 Plainfield Rd.
Darien, IL 60561
630-481-4420
Cell: 630-885-7784

From: Dan Gombac [mailto:dgombac@darienil.gov]

Sent: Friday, August 18, 2017 11:42 AM

To: PBrenn <pbrenn@tristatefd.com>

Cc: Bryon Vana <bvana@darienil.gov>; Kathy Weaver (Kathy_Weaver@AJG.com) <Kathy_Weaver@AJG.com>; Kris Throm <kthrom@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>

Subject: City Banners Tri-State FD Sponsored

Good morning Pat,

I am requesting that the following e-mail be forwarded to the proper Tri-State members(s) for review.

We are in the process of updating the City's Banner Program. Attached, is an inventory and schedule of the Tri-State FD sponsored banners, highlighted in orange. Many of the banners are very aged and have faded and are beginning to tear. Upon your review, we are requesting the Tri-State FD to purchase new banners. We are requesting that the Tri-State confirm the proposed counts for the sponsored event. The program is tentatively scheduled to begin in Nov 2017. Pending the Tri-State budget and the proposed final count the City will replace any Tri-State shortfall of banners with City themed banners.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

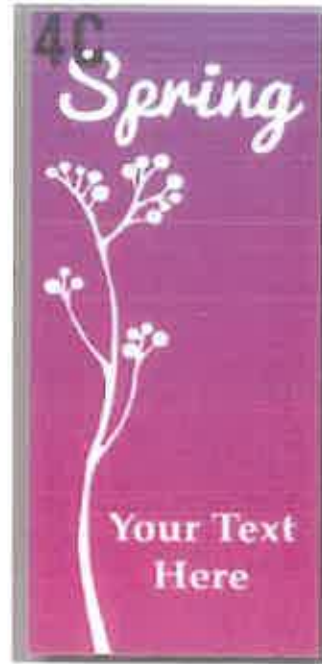
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ORGANIZATIONAL BANNERS-SINGLE BANNERS

SPRING



ORGANIZATIONAL BANNERS-SINGLE BANNERS

SUMMER



ORGANIZATIONAL BANNERS-SINGLE BANNERS

AUTUMN



ORGANIZATIONAL BANNERS-SINGLE BANNERS

HOLIDAY



DOUBLE BANNERS-PRICING IS PER TWO

SPRING



DOUBLE BANNERS-PRICING IS PER TWO
SUMMER



DOUBLE BANNERS-PRICING IS PER TWO

AUTUMN



DOUBLE BANNERS-PRICING IS PER TWO
HOLIDAY



BANNER QUOTE PROGRAM SUMMARY 10/04/17													
BANNER SIZES		30 X 84											
MATERIAL		MARINE ACRYLIC											
BANNERS-SINGLE BANNERS													
					BANNERVILLE USA		QUINN FLAGS		PROJECT GRAPHICS PRINT		AGAS MFG INC		
Spring Theme	Quantity	Unit Cost-Each	Sub Total	Summary Costs	unit cost	sub total	unit cost	sub total	unit cost	sub total	unit cost	sub total	
Style No													
1C	10	0	0		\$50.00	\$500.00	\$41.95	\$419.50	\$74.51	\$745.10	\$45.00	\$450.00	
2C	19	0	0		\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
4C	19	0	0		\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
7C	23	0	0		\$50.00	\$1,150.00	\$41.95	\$964.35	\$74.51	\$1,713.73	\$45.00	\$1,035.00	
6C	1	0	0		\$50.00	\$50.00	\$41.95	\$41.95	\$74.51	\$74.51	\$45.00	\$45.00	
Sub Total	72		0	0		\$3,600.00		\$3,020.40		\$5,364.72		\$3,240.00	
Summer Theme	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
Style No													
5D	10				\$50.00	\$500.00	\$41.95	\$419.50	\$74.51	\$745.10	\$45.00	\$450.00	
12D	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
4D	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
6D	23				\$50.00	\$1,150.00	\$41.95	\$964.35	\$74.51	\$1,713.73	\$45.00	\$1,035.00	
1D	1				\$50.00	\$50.00	\$41.95	\$41.95	\$74.51	\$74.51	\$45.00	\$45.00	
Sub Total	72					\$3,600.00		\$3,020.40		\$5,364.72		\$3,240.00	
Fall Theme	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
Style No													
1B	10				\$50.00	\$500.00	\$41.95	\$419.50	\$74.51	\$745.10	\$45.00	\$450.00	
2B	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
9B	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
6B	23				\$50.00	\$1,150.00	\$41.95	\$964.35	\$74.51	\$1,713.73	\$45.00	\$1,035.00	
9B	1				\$50.00	\$50.00	\$41.95	\$41.95	\$74.51	\$74.51	\$45.00	\$45.00	
Sub Total	72					\$3,600.00		\$3,020.40		\$5,364.72		\$3,240.00	
Holiday Theme	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
Style No													
2A	10				\$50.00	\$500.00	\$41.95	\$419.50	\$74.51	\$745.10	\$45.00	\$450.00	
4A	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
6A	19				\$50.00	\$950.00	\$41.95	\$797.05	\$74.51	\$1,415.69	\$45.00	\$855.00	
7A	23				\$50.00	\$1,150.00	\$41.95	\$964.35	\$74.51	\$1,713.73	\$45.00	\$1,035.00	
3A	1				\$50.00	\$50.00	\$41.95	\$41.95	\$74.51	\$74.51	\$45.00	\$45.00	
Sub Total	72					\$3,600.00		\$3,020.40		\$5,364.72		\$3,240.00	
DOUBLE BANNERS													
Spring Theme	Quantity	Unit Cost-Per Pair	Sub Total	Summary Costs									
Style No													
8C1 & 8C2	4				\$50.00	\$200.00	\$41.95	\$167.80	\$74.51	\$298.04	\$90.00	\$360.00	
10C1 & 10C2	28				\$50.00	\$1,400.00	\$41.95	\$1,174.60	\$74.51	\$2,086.28	\$90.00	\$2,520.00	
1C & 4C	18				\$50.00	\$900.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$90.00	\$1,620.00	
Sub Total	50					\$2,500.00		\$2,097.50		\$3,725.50		\$4,500.00	
Summer Theme	Quantity	Unit Cost-Per Pair	Sub Total	Summary Costs									
Style No													
3C & 6D	4				\$50.00	\$200.00	\$41.95	\$167.80	\$74.51	\$298.04	\$90.00	\$360.00	
1D & 4D	28				\$50.00	\$1,400.00	\$41.95	\$1,174.60	\$74.51	\$2,086.28	\$90.00	\$2,520.00	
6D & 8D	18				\$50.00	\$900.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$90.00	\$1,620.00	
Sub Total	50					\$2,500.00		\$2,097.50		\$3,725.50		\$4,500.00	
Fall Theme	Quantity	Unit Cost-Per Pair	Sub Total	Summary Costs									
Style No													
2B & 5B	4				\$50.00	\$200.00	\$41.95	\$167.80	\$74.51	\$298.04	\$90.00	\$360.00	
7B & 9B	28				\$50.00	\$1,400.00	\$41.95	\$1,174.60	\$74.51	\$2,086.28	\$90.00	\$2,520.00	
1B & 6B	18				\$50.00	\$900.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$90.00	\$1,620.00	
Sub Total	50					\$2,500.00		\$2,097.50		\$3,725.50		\$4,500.00	
Holiday Theme	Quantity	Unit Cost-Per Pair	Sub Total	Summary Costs									
Style No													
1A & 1A2	4				\$50.00	\$200.00	\$41.95	\$167.80	\$74.51	\$298.04	\$90.00	\$360.00	
9A1 & 9A2	28				\$50.00	\$1,400.00	\$41.95	\$1,174.60	\$74.51	\$2,086.28	\$90.00	\$2,520.00	
6A & 8A2	18				\$50.00	\$900.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$90.00	\$1,620.00	
Sub Total	50					\$2,500.00		\$2,097.50		\$3,725.50		\$4,500.00	
GOVERNMENTAL EDUCATIONAL ORGANIZATION BANNERS-SINGLE BANNERS													
Indian Prairie Public Library E	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
	6				\$50.00	\$0.00	\$41.95	\$251.70	\$74.51	\$447.06	\$45.00	\$270.00	
Sub Total	6					\$300.00		\$251.70		\$447.06		\$270.00	
Indian Prairie Public Library S	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
	17				\$50.00	\$0.00	\$41.95	\$713.15	\$74.51	\$1,266.67	\$45.00	\$765.00	
Sub Total	17					\$850.00		\$713.15		\$1,266.67		\$765.00	
Total Banner Cost						\$25,550.00		\$21,436.45		\$38,074.61		\$31,995.00	
Total Banners	668	511											
REIMBURSEMENTS						\$1,150.00		\$964.85		\$1,713.73		\$1,035.00	
CITY CONTRIBUTION						\$24,400.00		\$20,471.60		\$36,360.88		\$30,960.00	
COST CENTER													
2017 BUDGET AMOUNT	\$25,000	PROPOSED COST FOR BANNER PROGRAM	\$21,436.45	REIMBURSEMENTS	\$964.85	COST TO CITY	\$20,471.60	BRACKETS FOR NEW POLES	\$4,375.00	CONTINGENCY	\$153.40	PROGRAM COST BANNERS AND BRACKETS	\$25,000.00
												TOTAL COST WITH REIMBURSEMENTS	\$25,964.85
NON-GOVERNMENTAL ORGANIZATIONS													
Chamber of Commerce	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
Holiday - Subtotal 1	34				\$50.00	\$0.00	\$41.95	\$8,104.30	\$74.51	\$6,513.74	\$45.00	\$9,230.00	
Darien Dash - Subtotal 2	48				\$50.00	\$0.00	\$41.95	\$2,013.60	\$74.51	\$2,576.48	\$45.00	\$2,160.00	
24-hour relay - Subtotal 3	35				\$50.00	\$0.00	\$41.95	\$620.25	\$74.51	\$1,117.66	\$45.00	\$675.00	
Darien Dash - Subtotal 4	29				\$50.00	\$0.00	\$41.95	\$830.00	\$74.51	\$1,490.30	\$45.00	\$900.00	
Sub Total	0					\$0.00		\$0.00		\$0.00		\$0.00	
												CHAMBER OF COMMERCE VALUE	\$6,586.15
													157
Chamber of Commerce	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
	13				\$50.00	\$0.00	\$41.95	\$545.35	\$74.51	\$968.63	\$45.00	\$585.00	
Sub Total	13					\$650.00		\$545.35		\$968.63		\$585.00	
Summary Costs	Quantity	Unit Cost-Each	Sub Total	Summary Costs									
	18				\$50.00	\$0.00	\$41.95	\$755.10	\$74.51	\$1,341.18	\$45.00	\$810.00	
Sub Total	18					\$900.00		\$755.10		\$1,341.18		\$810.00	
TOTALS						\$1,550.00		\$1,300.45		\$2,309.81		\$1,395.00	

<u>BANNER BRACKET QUOTES</u>		
<u>COMPANY</u>	<u>SPECIFICATIONS</u>	<u>PRICE</u>
Crystal Valley Decorating	vintage double banner bracket set large (6-8") pole 30" arms powder coated brown(custom color may increase price) 25 double sets @ \$159 a set FREIGHT	\$3,975.00 \$400.00 ----- \$4,375.00
Crystal Valley Decorating	vintage double banner bracket set extra large (8-10") pole 30" arms powder coated brown(custom color may increase price) 25 double sets @ \$167 a set FREIGHT	\$4,175.00 \$400.00 ----- \$4,575.00
Crystal Valley Decorating	Titan adjustable double banner bracket set w/extra long adjustable (hose clamp)bands 30" arms powder coated brown (custom color may increase price) 25 double sets @ \$209 a set FREIGHT	\$5,225.00 \$400.00 ----- \$5,625.00
Crystal Valley Decorating	Titan adjustable double banner bracket set w/bands & buckles (special tool required for install) 30" arms powder coated brown(custom color may increase price) 25 double sets @ \$213 a set FREIGHT	\$5,325.00 \$400.00 ----- \$5,725.00
Bannerville USA	25 double banner bracket @ \$115 each TOTAL QUOTE	\$2,875.00 ----- \$2,875.00
Temple Display	50 deluxe adjustable banner brackets @ \$105 100) 39" banding straps (with 4 banding straps) TOTAL QUOTE	\$5,250.00 \$395.00 ----- \$5,645.00

From: Tom Sitkowski
To: Regina Kokkinis
Cc: Ken Sitkowski
Subject: Re: banners
Date: Tuesday, July 18, 2017 8:30:41 AM

Good Morning Regina,

Thank you for the opportunity to provide you with this proposal for your new light pole banner program.

As you may know, Bannerville USA is the premier banner company in the Midwest, having provided light pole banners to thousands of Chicagoland customers since 1973. All of our light pole banners are printed in house, using 8 of the newest digital printers in the market today. Your light pole banners will be **digitally printed double sided on an 18 oz. outdoor vinyl**, 30" w x 84" tall, and are sewn and contain wind slits. Our bracket hardware has a lifetime warranty. Along with your order, we will provide you with one full size sample for you to review and approve before proceeding with the order.

Below you will find a quote for the requested work. If granted the job, we will be able to provide a spec sheet for artwork submission for your current banner artwork. Also, due to the size of the job we will waive all additional art set up fees (\$250).

253 * 30 x 84" banners @ \$50 each = \$12,650
25 * Double banner bracket @ \$115 each = \$2,875
Total = \$15,525

Please let me know if you have any questions.

Thanks
Tom

Tom Sitkowski
Bannerville USA
8164 S. Madison
Burr Ridge, IL 60527
Ph: 630-455-0304

*Check out our NEW division - [School Spirit Lab!!!](#)

On Jul 17, 2017, at 4:38 PM, Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Hello,

The City of Darien is interested in replacing their light pole banners. We are looking to purchase 253 light pole banners in total. Specifics are: **30" X 84" 2 sided design, marine acrylic fabric.**

42 would be holiday themed with the city logo.

10 of 4A snowman

02 of 4D flag

10 of 5B fall
10 of 5C spring
10 of 7A happy holiday
<image003.jpg>

"A Nice Place to Live"

The attachment I included are what our current banners look like.

211 would be 2-sided, 2-colored, marine acrylic

74 - holiday-Christmas

48 - Darien Dash

13 - Lions club

06 - Library

15 - 24 hour relay

17 - Change clocks/batteries

20 - Darien Fest

18 - Rotary club

Could you also supply separate pricing for 25 double banner bracket sets?

Prices for large and extra-large pole adjustable hose clamp style bands.

Thank you,

Regina Kokkinis

City of Darien

630-353-8105

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

<Banners-current.pdf>



Your Shopping Cart

Questions ☎ 1-800-934-1571
Monday - Friday, 9am - 7pm PT


Your Items	Price	Qty	Order Details
 Douglas Fir Wreath, 72", Unlit Ready to ship to the Continental U.S. in 1 - 4 days	\$132.99	50 Remove	Subtotal \$6,649.50 Shipping Tax Total \$6,649.50

[Proceed to Checkout](#)
[Continue Shopping](#)

81 Douglas Fir wreath 72 inch Wreaths and Garlands

Home Decor / Holiday Decor / Wreaths & Garlands

Free Shipping! Shipping & Seller information
Estimated delivery: Nov. 4 - Nov. 8; ships to 60561 (change)



Quantity: [Add to Cart](#)

10 Sizes: 72"

Garden Path Wreath, 72", Clear Lights
by Vickerman Company
Learn about this product (0/0): 1050116101?
your regular hours: Monday - Friday, 9am - 7pm PT
(1)
1-800-448-1632

x 10" Douglas Fir C...
PVC Tips and 50 V...

Artificial Christmas Wreaths / Corner Crafters - 2017 Prices

P.O. Box 480 -- Spring Lake, NJ 07762 -- 732-449-9427

SIZE	Tips	Type	Lights	# per Case	Pieces	5-9	10-29	30-49	50-99	100-250
20" Plain - #80058	55	Douglas		36/cs	1 pc.			6.90	5.98	5.75
20" Plain - #80061	80	Douglas		24/cs	1 pc.		10.13	8.78	8.44	8.10
24" Plain - #80062	101	Douglas		24/cs	1 pc.		13.05	11.31	10.88	10.44
24" Reg Pre-lit - #80072 Clear	120	Noble	50	4/cs	1 pc.		21.25	18.75	18.13	16.88
24" LED Pre-Lit - #81072	120	Noble	50	4/cs	1 pc.		25.50	22.50	21.75	20.25
24" Traditional #80084	90	Mixed Pine		20/cs	1 pc.		15.75	13.65	13.13	12.60
Red Bow - #119 - BULK		10" x 16"		100/cs			2.00	1.75	1.50	1.25
Red Bow - #119 - retail card		10" x 16"		48/cs			2.28	2.00	1.71	1.43
Red Bow - #126 - retail card	11" x 16" x 3.75" - Center loop			24/cs			3.00	2.63	2.25	1.88
30" Plain - #83063	90	Douglas		12/cs			18.23	17.01	15.80	15.19
30" Plain - #80063	128	Douglas		12/cs	1 pc.		21.53	20.09	18.66	17.94
36" Plain - #80064	240	Douglas		6/cs	1 pc.		39.00	36.40	33.80	32.50
36" Reg Pre-lit - #80074 Clear	240	Noble	100	2/cs	1 pc.		50.15	44.25	42.78	39.83
36" Reg Pre-lit - #80075 Multi	240	Noble	100	2/cs	1 pc.		50.15	44.25	42.78	39.83
36" LED Pre-lit - #81074 (warm)	240	Noble	100	2/cs	1 pc.		62.55	57.34	52.13	48.65
sm Rigid Unlit Red Bow #7810		14" x 20"		12/cs			5.85	5.20	4.55	3.90
Lit Red Bow, small #19448		13" x 18"	20	12/cs			20.83	19.60	18.38	17.15
48" Plain - #83065	276	Douglas		3/cs	1 pc.		60.00	52.00	50.00	48.00
48" Plain - #80065	319	Douglas		3/cs	1 pc.	85.00	62.93	54.54	52.44	50.34
48" Deluxe #80077NL	480	Noble		1	2 pc.		n/a	n/a	n/a	n/a
48" Reg Pre-lit #80077 Clear	480	Noble	200	1	2 pc.		102.00	90.00	87.00	81.00
48" Reg Pre-lit #80078 Multi	480	Noble	200	1	2 pc.		102.00	90.00	87.00	81.00
48" LED Pre-lit #81077 (warm)	480	Noble	200	1	2 pc.		119.00	105.00	101.50	94.50
Large Soft Unlit Bow - #1135	20" x 41" x 6"			12/cs			9.00	8.00	7.00	6.00
Rigid Large Unlit Bow - #7820	18" x 24"			12/cs	12/cs		9.00	8.00	7.00	6.00
Lit Red Bow, large #19449	17" x 28"			35	6/cs		33.45	31.22	30.11	28.99
5 Foot (60") Plain - #80068	564	Douglas		1	Hinged	150.94	129.38	112.13	107.81	103.50
6 Foot (72") Plain - #80067	900	Douglas		1	4 pc.	293.13	251.25	217.75	209.38	201.00
8 Foot - (96") - Plain #80069	1400	Noble		1	4 pc.					
8 Foot - (96") - LED #81081	2940	Noble	1200	1	6 pc.					
10 Foot - (120") - Plain #80070	1900	Noble		1	4 pc.					
10 Foot (120") T5 LED #81082	4140	Noble	1800	1	6 pc.					

Beautiful Christmas, Fall, Seasonal, and Holiday Wreaths

A Corner Crafters® Co.
P.O. Box 480
Spring Lake, NJ 07762
(732) 449-9427 • sales@artificialchristmaswreaths.com

Wreath Search

Go

CART CONTENTS - SECURE SHOPPING CART

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Cart Contents



Product: 6 Foot (72 inch) Christmas Wreath (without lights)

In stock: 1

There is not enough of this product in stock to fulfill your order, try reducing the quantity ordered.

- New Customer? [Register](#)
- Returning Customer? [Sign In](#)

Quantity	Image	Name	SKU	Each	Total
<input type="button" value="delete"/> <input type="button" value="update"/>		6 Foot (72 inch) Christmas Wreath (without lights)	8584	\$404.95	\$20,247.50
Subtotal					\$20,247.50
Tax					\$0.00
Total					\$20,247.50

Ship to Zip/Postal Code

Ship to Country

United States

Any changes above should be verified by pressing 'Recalculate' before clicking on 'Checkout'.

Ordering Instructions



We ship all domestic wreath orders with **UPS Ground Service**

• Speed • Reliability • Service

ArtificialChristmasWreaths.com
 A Corner Crafters® Co.
www.comercrafters.com
www.artificialchristmaswreaths.com
 P.O. Box 480
 Spring Lake, NJ 07762
 732-449-9427
sales@artificialchristmaswreaths.com

We Ship Internationally!
 Contact us for international shipping rates.

Domestic orders shipped using UPS Ground Service.

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Coupon Code

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Your Item(s)

72" Pre-lit Commercial Olympia Pine Wreath, Lights (/p/Olympia-Pine-Pre-lit-Commercial-LED-Holiday-Christmas-Wreath-Warm-White-Lights-14190.htm#62471)



(/p/Olympia-Pine-Pre-lit-Commercial-LED-Holiday-Christmas-Wreath-Warm-White-Lights-14190.htm#62471)

Get It By Friday

Choose 2nd Day Air at Checkout

50

Remove (/Basket/?action=RemoveItem&ItemID=5070106)

~~\$32,799.50~~

\$27,999.50

\$559.99 ea.

Subtotal: \$32,799.50

You saved: \$4,800.00 (15%)

Subtotal: \$27,999.50

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— or —



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(/p/Oregon-Fir-Pre-lit-Commercial-LED-Holiday-Wreath-Warm-White-Lights-13967.htm)

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ARTIFICIAL CHRISTMAS TREES WRATHS & GARLANDS CHRISTMAS DECORATIONS FALL DÉCOR NEW ARRIVALS SALE

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Item Detail	Quantity	Each	Total
 <p>BH Fraser Fir™ 2016 Tree Height: 11' Width: 75" Lights: Multi</p> <p><i>Also included with this product:</i></p>  Tree storage bag(s)	2 UPDATE REMOVE	Orig \$4,600.00 Clearance \$999.99	\$1,999.98
 <p>Oakville Outdoor Tree Height: 10' Width: 62" Lights: Candlelight™ LED</p> <p><i>Also included with this product:</i></p>  Tree storage bag(s)	3 UPDATE REMOVE	Orig \$1,200.00 Sale \$899.00	\$2,697.00

Your order qualifies for FREE standard shipping within the Continental U.S.

Orders received by 12pm (noon) ET on business days ship the same day. Orders received after 12pm ET or on weekends or holidays ship the next business day.

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COMPLETE YOUR DECORATING SET

Order a **FREE CATALOG** »

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Search keyword or catalog item # SEARCH

ARTIFICIAL CHRISTMAS TREES WREATHS & GARLANDS CHRISTMAS DECORATIONS FALL DÉCOR NEW ARRIVALS SALE

Holiday Decorating Event **SAVE UP TO 40% + FREE SHIPPING SITEWIDE** **THRU NOVEMBER 8**

REALISTIC

SMOKY MOUNTAIN CHRISTMAS™ COLLECTION

BH FRASER FIR™ 2016



Widely regarded as the best Christmas tree species in nature, the Fraser Fir is native to the forests of North Carolina and the Appalachian states. The 2016 version of the prelit BH Fraser Fir™ is now on clearance as we continue to incorporate the latest Christmas tree technology into our beloved trees.

[READ FULL DESCRIPTION »](#)

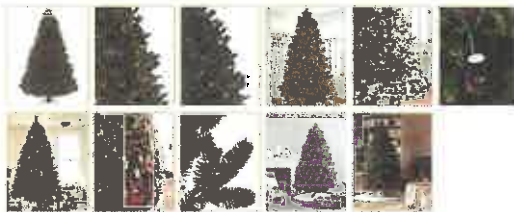
[DETAILED SPECS](#)

Height	Width	Light Type	Price	Clearance	Qty	Add
10'	Full 71"	Multi w/ Easy Plug	\$1,399	\$899.99	<input type="text" value="1"/>	
11'	Full 75"	Multi w/ Easy Plug	\$1,699	\$999.99	<input type="text" value="1"/>	
12'	Full 78"	Multi w/ Easy Plug	\$1,999			Sold out

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*Note that the height includes tree stand.

CUSTOMERS LOVE THE BH FRASER FIR™ 2016

FIRST ARTIFICIAL TREE, VERY PLEASED!

The pieces were clearly marked, the lights are bright and nicely spread out and literally, even to touch the branches, it feels real! I am very pleased, and am glad I purchased it. You get what you pay for!!!

---1ST TIME FAKER from SOUTH GEORGIA



AMERICA'S BEST CHRISTMAS TREE

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Holiday Decorating Event **SAVE UP TO 40% + FREE SHIPPING SITEWIDE** ENDS NOVEMBER 8

REALISTIC



NAPA CHRISTMAS™ COLLECTION
OAKVILLE OUTDOOR CHRISTMAS TREE

The lush splendor of Balsam Hill's Oakville Outdoor Christmas Tree extends the holiday cheer of your interiors beyond the borders of your home. It is specifically designed to withstand the rigors of the outdoors, yet looks equally exquisite in the living room as it does in the lawn or courtyard.

[READ FULL DESCRIPTION](#) »

[DETAILED SPECS](#)

Height	Width	Light Type	Price	Sale	Qty	Add
6.5'	Narrow 44"	Candlelight™ LED w/ Easy Plug	\$599	\$399	<input type="text" value="1"/>	
7.5'	Narrow 48"	Candlelight™ LED w/ Easy Plug	\$699	\$479	<input type="text" value="1"/>	
8.5'	Narrow 58"	Clear	\$899	\$649	<input type="text" value="1"/>	
8.5'	Narrow 58"	Candlelight™ LED w/ Easy Plug	\$999	\$699	<input type="text" value="1"/>	
10'	Narrow 62"	Clear	\$1,199			SOLD OUT NOTIFY
10'	Narrow 62"	Candlelight™ LED w/ Easy Plug	\$1,299	\$899	<input type="text" value="1"/>	
12'	Narrow 66"	Candlelight™ LED w/ Easy Plug	\$1,699	\$1,199	<input type="text" value="1"/>	

ROLL OVER IMAGE TO ZOOM, CLICK TO VIEW LARGER



FREE SHIPPING TO THE CONTINENTAL USA

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*Note that the height includes tree stand.

CUSTOMERS LOVE THE OAKVILLE OUTDOOR CHRISTMAS TREE

I LOVE THIS TREE!!!!

I cannot tell you how many people asked if our tree was real. That is how great it is made. 100% top quality! Our ceilings are 11'8". This tree filled our space beautifully. So many lights my tree twinkled. Very sturdy!

—PATTI from NORTH REDINGTON BEACH, FL



HOLIDAY ELEGANCE FOR YOUR OUTDOOR SPACES

AGENDA MEMO
Municipal Services Committee
November 6, 2017
6:20 p.m.

Issue Statement

A **resolution** accepting a proposal from Associated Technical Services (ATS) for the 2017 Water Leak Survey, Valve Exercising Program and creating a GIS Valve and Hydrant Database in the amount of \$81,926.82. Included is a per unit cost for the Leak Location Phase in the amount of \$395.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,500.00.

Background/History

The FY 17/18 Budget includes \$15,000.00 for this year's Water Leak Survey Program. The leak survey program as proposed by Associated Technical Services (ATS) includes two phases consisting of surveying 473,616 lineal feet (89.7 lineal miles) of water main and the second phase includes the pinpointing of leaks found in the system. The proposed quote from ATS is structured in a fashion that the vendor is additionally motivated to find as many leaks as possible since the proposal is further driven on unit costs for pinpointing leaks. Based on leak detection results from previous years, ATS has located an average of 20 various leaks per year.

Should the City have 27 various leaks, (see Attachment A, labeled as Competitive Quote Summary), the cost for the program could be approximately an additional \$6,200 dollars for a total expense of approximately \$14,437.32. Staff does anticipate finding leaks, but the amount will not be known until the leak survey is completed. Staff had reached out to ATS requesting to locate and pinpoint all leaks at a total cost not to exceed \$14,500. ATS has agreed not to exceed said amount should more than 27 various leaks be located, see attached e-mail labeled as Attachment A.

In addition to the Water Leak Survey, this year's program calls out for the additional services of water valve exercising and creating a Geographical Information System (GIS) database for all the water valves and fire hydrants. The valve exercising program consists of a mechanical device that will fully close and reopen the valves. Pending the size of the valve, a corresponding number of turns are required for the gate valves to be operating properly. The program will generate a summary of the valves and will allow staff to determine which valves will be required to be rebuilt or removed and replaced.

The awarded vendor shall prepare GIS database. The program consists of providing the City locations of fire hydrants and valves during the leak locating and valve exercising program. The database will allow us to enter the coordinates through a future third party vendor for GPS mapping. The future Global Positioning System (GPS) mapping will assist City personnel to locate valves during emergency situations more rapidly and easily, particularly during evening hours and/or during snow covered situations. The GPS mapping will also save future consulting time on field reconnaissance for future water main projects.

Funding for the above programs would be expended from the following line item of the FY17/18 Budget:

Leak Detection Program 2017-18

October 23, 2017

Page 2

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4326	N/A	LEAK LOCATING QUALITY CONTROL	\$14,500	\$9,472.32 - \$14,500	\$5,027.68 - \$0
12-51-4390	FYE120001	VALVE EXERCISING AND GIS DATABASE	\$75,000	\$57,954	\$17,046

Staff Recommendation

Staff recommends approval of a resolution accepting a proposal from Associated Technical Services (ATS) for the 2017 Water Leak Survey, Valve Exercising Program and creating a GIS Valve and Hydrant Database in the amount of \$81,926.82. Included is a per unit cost for the Leak Location Phase in the amount of \$395.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,500. Associated Technical Services has provided very satisfactory services to the City of Darien in the past.

Alternate Consideration

Not approving this proposal.

Decision Mode

This item will be placed on the November 6, 2017 City Council agenda for formal consideration.

Regina Kokkinis

From: Dan Gombac
Sent: Friday, October 13, 2017 8:59 AM
To: Ralph L Gross; Regina Kokkinis
Subject: RE: Competitive Quote Leak Locating

Thank you Ralph, we look forward to working with you again.

Regina,

Back up for agenda memo

Daniel Gombac
 Director of Municipal Services
 630-353-8106

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 DARIEN DIRECT CONNECT
 Follow the link below and subscribing is simple!
<http://www.darien.il.us/Departments/Administration/CityNews.html>

-----Original Message-----

From: Ralph L Gross [mailto:ralphlgross@aol.com]
Sent: Thursday, October 12, 2017 7:48 PM
To: Dan Gombac <dgombac@darienil.gov>
Subject: RE: Competitive Quote Leak Locating

Hello Dan

I am agreeable to that \$14,500 cap amount.

The spread sheet tells the story. You'll be getting a great deal on a great job.

Best regards

Ralph

Ralph L. Gross
 Executive Vice President
 Associated Technical Services Ltd.
 524 W. Saint Charles Road
 Villa Park, Illinois 60181
 Established 1979

Cellular: 630.935.3435
 Office: 630.834.1558
 Fax: 630.834.5501
 Email: RalphLGross@aol.com; Ralph@ATSLimited.com
 Website: www.ATSLimited.com

-----Original Message-----

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Thursday, October 12, 2017 3:28 PM
To: Ralph L. Gross <Ralph@ATSLimited.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>

Subject: Competitive Quote Leak Locating

Ralph,

Would you be amicable to not exceed a total cost of \$14,500 as a cap in the event more leaks are found than anticipated?

Please see Att in yellow

Daniel Gombac
Director of Municipal Services
630-353-8106

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COST CENTER ANALYSIS

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

REQUEST FOR QUOTE 2017 VALVE EXERCISING & WATER LEAK SURVEY PROGRAM
 DEADLINE: OCTOBER 10, 2017 @ 12 p.m.

	Wachs Water Service	M. E. Simpson Co., Inc.	Associated Technical Services Ltd.
A Total Cost for the Leak Survey	\$ 3,405.00	\$ 12,480.30	\$ 9,472.32
B Total Cost for Valve Exercising	\$ 82,125.10	\$ 88,500.00	\$ 57,964.50
C Pinpointing	N/A	N/A	\$14,500.00
D Total Cost for a GIS Database	\$ 4,757.00	\$ 1,019.70	Included no extra charge
TOTAL COST SUMMARY OF A, B & C	\$ 90,287.10	\$ 102,000.00	\$ 81,926.82

	Wachs Water Service	M. E. Simpson Co., Inc.	Associated Technical Services Ltd.
A 473,616 Lineal Feet of Various Water Main	\$ 3,405.00	\$ 12,480.30	\$.02 per LF \$ 9,472.32
1,435 Fire Hydrants with Valves			\$395 for every pinpointed main & service line
451 Mainline Valves in Boxes			\$65 for every fire hydrant & valve task
983 Main Line Valves			

VALVE ASSESSMENT & EXERCISE PROGRAM

	Wachs Water Service		M. E. Simpson Co., Inc.		Associated Technical Services Ltd.	
	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
525 6" Distribution	\$ 49.75	\$ 26,118.75	\$ 59.00	\$ 30,975.00	\$ 37.50	\$ 19,687.50
546 8" Distribution	\$ 49.75	\$ 27,163.50	\$ 59.00	\$ 32,214.00	\$ 37.50	\$ 20,475.00
114 10" Distribution	\$ 49.75	\$ 5,671.50	\$ 59.00	\$ 6,726.00	\$ 39.00	\$ 4,446.00
286 12" Distribution	\$ 49.75	\$ 14,228.50	\$ 59.00	\$ 16,874.00	\$ 42.00	\$ 12,012.00
14 16" Transmission	\$ 259.50	\$ 3,633.00	\$ 59.00	\$ 826.00	\$ 46.00	\$ 644.00
15 18" Transmission	\$ 354.00	\$ 5,310.00	\$ 59.00	\$ 885.00	\$ 48.00	\$ 690.00
1500 Total Estimated Cost		\$ 82,125.25		\$ 88,500.00		\$ 57,964.50

ATS PINPOINTING SERVICES					
Vendor	Cost	Package Price	Anticipated Leaks	Estimated Cost for Pinpoint of Leaks for Darien	Total Proposed Costs for City of Darien
Associated Technical Services-Option A-Detection Phase	\$9,472.32	\$9,472.32			\$9,472.32
Location Phase-Per Leak					\$3,160.00
Pinpoint Mainline or Service Line	\$395.00		8	\$3,160.00	
Fire Hydrant/Main line valve	\$95.00		19	\$1,805.00	\$1,805.00
Valve Exercising					
Total Cost				\$4,965.00	\$4,965.00
Total Cost Not To Exceed					\$14,437.32
Total Cost Not To Exceed Budget					\$14,500.00

GIS DATABASE

	Wachs Water Service	M. E. Simpson Co., Inc.	Associated Technical Services Ltd.
D	\$ 4,757.00	\$ 1,019.70	no extra charge

LEAK LOSS INFORMATION

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	45,800	\$ 3.32	16,644,000	\$ 55,258.08
4	81,400	\$ 3.32	29,711,000	\$ 98,640.52
6	136,800	\$ 3.32	49,932,000	\$ 165,774.24
8	182,400	\$ 3.32	66,576,000	\$ 221,032.32
10	228,100	\$ 3.32	83,258,000	\$ 276,411.56
12	273,700	\$ 3.32	99,900,000	\$ 331,669.60
16	364,900	\$ 3.32	133,188,000	\$ 442,185.82

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	\$ 3.32	33,251,500	\$110,394.98
4	182,500	\$ 3.32	66,612,500	\$221,153.50
6	273,600	\$ 3.32	99,864,000	\$331,548.48
8	364,800	\$ 3.32	133,152,000	\$442,064.64
10	456,200	\$ 3.32	166,513,000	\$552,623.16
12	547,400	\$ 3.32	199,801,000	\$663,339.32
16	729,900	\$ 3.32	266,413,500	\$884,492.82

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW GALLONS PER DAY	UNACCOUNTABLE FLOW GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS	WHOLESALE COST
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	36,155,000	\$ 4.68	-\$442,423.80
2013	3.18%	68,200	25,258,000	\$ 3.03	-\$78,531.74
2012	3.76%	89,232	32,589,856	\$ 2.73	-\$88,015.20
2011	1.81%	46,728	17,054,690	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	8.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
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	4.81%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.63
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* 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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM ASSOCIATED TECHNICAL SERVICES (ATS) FOR THE 2017 WATER LEAK SURVEY, VALVE EXERCISING PROGRAM AND CREATING A GIS VALVE AND HYDRANT DATABASE IN THE AMOUNT OF \$81,926.82. INCLUDED IS A PER UNIT COST FOR THE LEAK LOCATION PHASE IN THE AMOUNT OF \$395.00 PER MAINLINE OR SERVICE LEAK, AND \$95.00 PER FIRE HYDRANT LEAK OR MAINLINE VALVE FOR A TOTAL AMOUNT NOT TO EXCEED \$14,500

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Associated Technical Services (ATS) for the 2017 Water Leak Survey, Valve Exercising Program and creating a GIS Valve and Hydrant Database in the amount of \$81,926.82. Included is a per unit cost for the Leak Location Phase in the amount of \$395.00 per mainline or service leak, and \$95.00 per fire hydrant leak or mainline valve for a total amount not to exceed \$14,500, 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 November, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of November, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



**CITY OF DARIEN & THE COUNTY OF DUPAGE-SERF SYSTEM
2017 WATER LEAK SURVEY PROGRAM**

To Whom It May Concern:

The City of Darien is currently seeking quotes for the 2017 Leak Survey Program. The survey will incorporate the following items:

- 473,616 Lineal Feet of Various Water Main
- 1,435 Fire Hydrants with Valves
- 451 Mainline Valves in Boxes
- 983 Main Line Valves

The 2017 Leak Survey Program is tentatively scheduled for commencement on November 8, 2017 and will be completed by January 12, 2018. Water Main atlases shall be forwarded to the awarded vendor. The basis of award shall be based on the total sum. Upon completion of the survey program, 2 detailed reports containing a summary and findings shall be submitted to the City of Darien. The billing shall be directed as follows:

City of Darien c/o Municipal Services 1702 Plainfield Road Darien, IL 60561

TOTAL COST SUMMARY	
A. Total Cost for the Leak Survey	\$ <u>NOT TO EXCEED \$17,500</u> Pg 11 & 14
B. Total Cost for Valve Exercising	\$ <u>57,954.50</u> Pg 5 & 16
C. Total Cost for a GIS Database	\$ <u>NO CHARGE</u> Pg 4
Total Cost of A, B, & C	\$ <u>SEE AGENCY MEMO</u>

DD
10/13/17

Contact Person – Kristofer Throm, Municipal Services Superintendent 630-514-3453 or via email at kthrom@darienil.gov

The vendor is required to complete the following information:

COMPANY NAME: Associated Technical Services LTD
 ADDRESS: 524 W. St Charles Road Villa Park IL 60181
 TELEPHONE: 630 834 1558 FAX: 630 834 5501
 E-MAIL ADDRESS: RALPH@ATSLIMITED.COM

AUTHORIZED SIGNATURE: _____ RALPH L. GROSS, VICE PRESIDENT

THE CITY RESERVES THE RIGHT TO REDUCE ANY PORTION OF THE ABOVE PROJECTS

Quotes may be sent via facsimile to City of Darien (630) 852-4709, Attn: Regina Kokkinis or email rkokkinis@darienil.gov no later than **October 10, 2017 12:00 p.m.** followed by a mailed original. Should you have any other questions regarding the project, please contact the Municipal Services Department at (630) 353-8105

There are very sound reasons why choosing ATS makes excellent business sense.

- **Experience in Innovations** – ATS, partnering with the inventors, helped introduce leak location Correlators, and subsequently specializing in leak detection in 1979. This was years before any of our competitors got their first Correlator. As a result, ATS has performed more leak surveys and pinpointed more leaks with this technology than anyone else. ATS developed the Correlator operating techniques and leak survey strategies that have become the standards for the industry. ATS also utilized this approach when we added underground utility location services to our repertoire. As a result, state of the art equipment manufacturers like *FCS - Fluid Conservation Systems, Metravib and Radiodetection* have used ATS for beta testing of their new equipment as well as field training for some of their new personnel. We've applied the same dedication to our Valve Assessment Programs. We do whatever it takes to the job done right.
- **Superior Valve Assessment Equipment** – Our fleet of automated valve assessment equipment is made by *EH Wachs*, the industry's oldest and best manufacturer. ATS uses their "flagship" ERV-750 trailer mounted valve operation system. The fact is that a properly operated ERV-750 Hydraulic Operator System turns valves more safely and thoroughly than hand operation. Only Valves smaller than 4" will be hand operated. You get comprehensive records that prove how and when each valve was exercised and assessed. Built-In GPS allows us to establish the exact coordinates of every valve. All data is compatible with ESRI Arc GIS Software. All Field data is logged for permanent record and analysis with *VITALS (Valve Information Tracking & Logging System)* database software program that is compatible with Microsoft Office Suite software.
- **Unsurpassed Training** - Every *ATS Technician* is experienced and factory trained and certified in the proper operation and maintenance of our valve operation, water main flushing and hydrant flow testing equipment systems. Then we took that excellent training directly into the field.
- **GPS Valve Location at No Extra Charge** – *Trimble Professional GPS Survey Receivers*. Locations will be electronically provided with industry standard survey grade accuracy available. *GIS Import / Export*: ESRI .SHP (shape file), MapInfo .MIF, and Autodesk .DXF import/export and .CSV export. All field data is digitally logged for permanent record and analysis.
- **Conserving Municipal Manpower** - ATS is totally self-sufficient. Public Works Departments are already stretched to their limit, maintaining quality service to your citizens all the while doing more with less manpower. ATS frees up your staff so that they can concentrate on their normal duties without distraction. Your involvement is normally answering questions, freeing up inaccessible points or occasionally guiding our crew through secure areas on an as-needed basis.
- **Excellent Results** - Like anything in life, the person who practices their craft every day is going to have distinct and measurable advantages over the person that doesn't do it as often, or as well. As we enter our 35th year in business, ATS has 10 crews out in the field every day performing professional technical services. Subsequently our skills are going to be that much more acute. Your programs are more effectively accomplished while we perform services with more consistent accuracy than a less frequent operator is able to do.
- **Excellent Performance Reviews** – While it's true we don't have as many Valve Programs under our belt as some of the others, we have gotten excellent performance reviews from our clients telling us that we performed the most thorough and accurate Valve Assessment Programs that they had ever gotten. In Bensenville, we accurately detected and pinpointed more leaks during the leak survey that we performed on just the valves we exercised, than any of their previous leak survey firms found during their complete system-wide traditional leak surveys. Subsequently, we now have their valve assessment and leak survey programs under contract.

ESTIMATE OF COST X

Phase One – Valve Assessment & Exercise Program

Project Area – The entire water distribution system that serves the City of Darien. Every designated mainline valve was located, cleaned, assessed, ultrasonically surveyed for leak sounds, operated and exercised – Approximately 1,500 system valves

Quantities of Valves Designated for Assessment

Number of Valves	Valve Size	System	Unit Cost	Total Cost
525	6"	Distribution	\$ 37.50	\$ 19,687.50
546	8"	Distribution	\$ 37.50	\$ 20,475.00
114	10"	Distribution	\$ 39.00	\$ 4,446.00
286	12"	Distribution	\$ 42.00	\$ 12,012.00
14	16"	Transmission	\$ 46.00	\$ 644.00
15	18"	Transmission	\$ 46.00	\$ 690.00
1,500	Total Estimated Cost:		---	\$ 57,954.50

Note: Unit costs for the each assessed valve will not change if there are more or less valves designated for assessment during in any given year of the program.

Factors that affect the duration of a Valve Program:

- **Has the system been exercised before:** Systems that have been previously located and exercised are generally much more accessible so that the valves operate more easily with fewer valve failures. Some valves will require a lot more time and cycles during the exercising process to get them fully functional. ATS will often exceed the required number of cycles in order to get a stubborn valve working.
- **Vaults vs. Boxes:** Both present challenges of their own in accessibility, ease of removing water and debris, and accessing the operation nut if a valve box has shifter over time
- **Size and location of valves:** Larger valves require more turns to complete the process. Valves that are located on busy streets and intersections require more set up time and planning to safely access and operate them properly.
- **Weather** – Steady rain and lightning; frozen and snow covered valve covers can cause program delays.

Note: Unit costs for each valve will not change if more or fewer Valves are designated for assessment during the program. There may be an additional charges for Gear-Actuated Valves and some Butterfly Valves which will be separately quoted based upon size, type and depth. **Example:** 16" "gear operated" valves can take ±200 turns to complete one exercise cycle, compared to ±55 turns it would take to complete one cycle for a standard 16" gate valve. No additional charges would ever occur without supplemental approval of the Village in advance of any work on that valve.

ESTIMATE OF COST – ATS COMPREHENSIVE LEAK SURVEY PROGRAM

For purposes of developing this estimate of cost, we have used the *City's* estimate of 89.7 lineal miles of water main (473,616 lineal feet) as the total amount of water main owned by the *City*. The Water Department will designate which areas of the system will be surveyed for leaks. Final billing will be based upon the actual amount of surveyed main determined by a combination of actual field and map measurements plus the total number of pinpointed leaks.

"ATS INCENTIVE-BASED PROPOSAL"

Leak Survey Project Area – The entire water distribution system that serves the City of Darien. Every mainline valve and fire hydrant will be located and ultrasonically surveyed for leak sounds.

Monitored System Appurtenances will include:

- Every Fire Hydrant (± 1,435)
- Every accessible Fire Hydrant Auxiliary Valve (± 1,435)
- Every accessible Main Line Valve (± 1,500 boxes and vaults)
- ± 175 strategically located Customer Service Line Curb Stops (*aka B-Boxes*)
- Approximately ± 4,450 potential points will be ultrasonically surveyed for leak sounds

ATS Incentive-Based Proposal – You only pay for as many leaks as you actually have.

Detection Phase: 473,616 per lineal feet of water main @ \$ 0.02 per LF = \$ 9,472.32

Location Phase: \$ 395.00 for Every Pinpointed Main Line and Service Line Leak.

\$ 95.00 for Every Fire Hydrant Leak and Valve Leak.

NOTE: Unit costs per lineal mile / lineal foot of water main will not change if there are more or less miles of water main are designated for survey in any given year of the program.

Survey Completion Time:

We estimate the **DETECTION PHASE** of the survey can be completed in approximately 20 workdays. The duration of the detection phase is influenced by weather, system layout, access to appurtenances and the number of suspect leaks that we discover.

The duration of the **LOCATION PHASE** will depend upon the number of suspect leak sites to investigate and actual number, type and location of those pinpointed leaks. Based upon our past experience, depending on the number of leak, 5 - 10 workdays for pinpointing is possible

Additional Callout Savings: Discounted Leak Pinpointing for Survey Clients - While your leak survey is underway any leak or utility location callout, that can be scheduled while we are in town or the next weekday during normal work hours, will be discounted to the \$ 395.00 leak survey rate. This discount represents a savings of at least \$ 300.00 per callout or more from our normal callout charges with round trip mileage. After-hour, Emergency, Holiday and Weekend service calls are charged per our normal basic schedule of prices which we have previously submitted to the Village.

BASIC SCHEDULE OF PRICES

LEAK DETECTION & LOCATION SURVEYS

(Survey Area to be defined by Owner)

1. Leak Detection Survey - 10,000 Lineal Feet of Water Main = \$ _____

1a. Survey Areas over 10,000 Lineal Feet of pipe will be priced as follows:

<u>More than</u>	<u>But less than</u>	<u>Unit Price Per Lineal Foot</u>
10,000 LF	39,999 LF	\$ _____
40,000 LF	59,999 LF	\$ _____
60,000 LF	99,999 LF	\$ _____
100,000 LF	or More	\$ <u>0.02</u> _____

X 1b)

Leak Location:

Valve Program Leaks: While your Valve is underway any detected leak, that can be scheduled during normal work hours, will discounted to the \$ 395.00 leak survey rate.

Survey Program Leaks: \$ 395.00 for each pinpointed Main Line and Service Line Leak
 \$ 95.00 for each pinpointed Fire Hydrant and Valve Leak

1c) **Leak & Utility Location Callout Special Pricing:**

While contract work is scheduled to be performed, any callouts that can be scheduled during normal weekday hours will be discounted from our normal rate to a special \$ 395.00 price. Normal mobilization and mileage rates apply.

1d) **Standard GIS Database and Final Report:** Included at no extra charge

2. **MOBILIZATION & MILEAGE:** - *Waived for Leak Survey and Valve Programs*

\$ 1.75 per mile under 50 miles - Round Trip from ATS Office to Owner's Project Location

TERMS: Payment is due upon receipt of invoice. *ATS* will, at its option, submit periodic billings based upon the percentage of completion of the project. *ATS* also reserves the right to determine the percentage of completion for billing purposes. Interest rates will be based at 2% per month upon the unpaid balance at 30 days from the date of the invoice and thereafter.

PLEASE NOTE: All prices are based upon utmost cooperation and advance preparation by the *Owner*. Such as accurate plans and knowledge of the water system, and making all needed appurtenances accessible to our survey crews. See Section II of the attached "General Conditions for Leak Surveys" for a detailed listing of responsibilities of *ATS* and the *Owner*. *ATS* reserves the right to adjust the "Basic Schedule of Prices" if preliminary field investigation of the survey reveals extraordinary, hazardous or otherwise adverse conditions

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
November 6, 2017

Case: Solar Codes

Issue Statement

City staff is requesting approval of amendments to the zoning and building codes in regards to solar panel installations.

Ordinance

Background Information

The City was approached by the Metropolitan Mayors Caucus (MMC) to see if there was interest in participating in SolSmart. The SolSmart program has been established to give technical advice and guidance to communities who request help to adopt regulation for solar panels. The program is sponsored by the US Department of Energy to promote the use of renewable energy, reduce dependence on fossil fuels, reduce pollution, and promote local business. A letter of intent by Darien to participate in SolSmart was sent on 4/3/17. See attachment A. City staff has been working with the MMC SolSmart staff and 11 other communities in the Chicago area and over 100 communities nationwide to review codes, permit procedures, and best practices for possible adoption. SolSmart program also set up a point system to focus community efforts on high priority items and give recognition to community accomplishments. By amending our codes and posting a permit plan submittal checklist, Darien will achieve their Bronze level designation.

Zoning Code Review

Darien zoning code has only one mention of solar:

5A-5-9-4 (B): All accessory buildings, structures, and uses not specifically permitted or normally allowed shall be prohibited unless approved by the City Council after a public hearing before the Zoning Board of Appeals. This exclusion is meant to control the erection of possible undesirable structures such as wind-powered generators and large ground arrays of solar energy collectors, etc. (Ord. 0-03-00, 4-3-2000)

Large ground arrays, also known as community solar or solar farms, are solar panels mounted on racks that are attached to the ground usually covering entire lots or many acres that produce enough electricity to power many buildings off site or whole neighborhoods or sold back to ComEd. There are no prime locations available for such large ground arrays in Darien outside of the Industrial district. If ever such an installation were to be proposed, it may be appropriate to have a public hearing and site plan review process due to the expected concerns from neighboring properties. Conversely, small installations such as roof-mounted solar panels that supply heat or electricity for one building are becoming more affordable and more common in this region of the country. Classifying roof panels on single buildings as accessory structures may be more appropriate as there is no expected to impact neighbors. In such cases, a public hearing would add a lengthy, costly, risky, and unnecessary process for building owners.

A solar collection systems can be 'building integrated' and made part of roofing shingles, skylights, awnings, parapets and similar architectural components, and are thus designed to have minimum visibility. Retrofitted solar panels can be mounted flush on the roof, projecting less than 6 inches above the roof or tilted slightly to catch sunrays at an efficient angle. Standards can be set to have flush panels on the roof surfaces facing the street and tilted panels elsewhere on the building extending slightly above the roof or out from the side wall.

Building Code Review

Darien has adopted the 2012 International Building Code issued by the International Code Council (ICC), which has a small section on Photovoltaic Systems: 1509.7 that requires installation in accordance with UL specifications and manufacturer's instructions. Since then ICC has issued the 2015 International Solar Energy Provisions (ISEP) code in response to the growing popularity of solar panels. A list of definitions and contents of this code are attached to this memo. See attachment B.

We have reviewed the ISEP code and consider the electrical, mechanical, plumbing, and structural standards very important for the safety of building owners. It is not anticipated that the ISEP code requirements would add to the cost of a contractor installed system. Many roofs have been built to hold the 2.5 pounds per square foot load of a standard solar panel. However, due to the age of some buildings and the minimal tolerance of some modern roof trusses, it is important to have a structural engineer verify the capacity of each roof to hold the weight, especially with the high snow loads and winds loads in the Midwest. We understand that getting an engineer's stamp of approval on proposed installations is now a routine for most solar contractors.

The ISEP code would not replace or supersede any other code that the city has adopted. It does reference the International Plumbing Code and Darien has adopted the Illinois Plumbing Code. We recommend a 'local' amendment to ISEP, referencing instead the Illinois Plumbing Code.

Motions

1. To recommend to the City Council to approve the attached ordinance adopting the 2015 International Solar Energy Provisions code with one amendment substituting the reference to Illinois Plumbing Code for the reference to the International Plumbing Code.
2. To direct the Planning and Zoning Commission hold a public hearing and make recommendations on a zoning code text amendment regarding solar panels as a permitted accessory use.

Meeting Schedules

Municipal Services Committee:	November 6, 2017
City Council:	November 6, 2017
Planning and Zoning Commission:	December 6, 2017



April 3, 2017

International City/County Management Association
777 North Capitol Street NE, Suite 500
Washington, DC 20002

The Solar Foundation
600 14th Street NW, Suite 400
Washington, DC 20005

RE: SolSmart Solar Statement for the City of Darien, Illinois

Dear Ms. Dodson and Mr. Haddix:

We appreciate the invitation from The Solar Foundation to enroll in the SolSmart program. Our community supports the use of solar energy. We envision SolSmart as a viable program to help us reach the goals of promoting renewable energy and making it more efficient for our residents and businesses to install solar energy systems. Please accept this letter of intent to enroll Darien in the SolSmart community designation program. By committing our time and effort with the input of the SolSmart technical resources and the Metropolitan Mayors Caucus, we believe we can achieve the following action items and qualify for Bronze level designation by SolSmart by January 2018.

- Obtain community and technical input on market needs and reasonable regulation
- Evaluate plans, codes, permit procedures and make improvements where needed
- Educate officials and staff on best practices for design, easements, and impacts
- Distribute information on available opportunities, resources, and financing.
- In order to measure progress along the way, we will track key metrics related to solar energy deployment, such as the number and location of solar installations and their capacity.

Our hope is that with this designation, we can encourage more investment in solar energy. We look forward to working with your team. Please contact our Community Development Director for program coordination.

Sincerely,
Kathleen Moesle Weaver

Kathleen Moesle Weaver, Mayor

City of Darien 1702 Plainfield Road Darien, IL 60561

Office: 630-852-5000 Fax: 630-852-4709 www.darienil.us

SOLAR CODE DEFINITIONS

Photovoltaic Cell: A semiconductor device that converts solar energy directly into electricity.

Solar Collector: A professionally manufactured device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, or electrical energy.

Solar Collector Surface: Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. Collector surface does not include frames, supports and mounting hardware.

Solar Energy System, Building Mounted: A solar energy system that is professionally mounted on the roof of a principal building or accessory structure. A building mounted solar energy system includes building integrated, flush-mounted and non-flush mounted systems.

Building Integrated: A building mounted solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural part of the building. Building integrated systems include but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, skylights, shading devices and similar architectural components.

Flush Mounted: A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects no further than six (6) inches in height beyond the roof surface.

Non-flush Mounted: A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects more than six (6) inches in height beyond the roof surface.

Solar Energy System, Ground Mounted: A free-standing solar energy system that is placed or mounted to the ground.

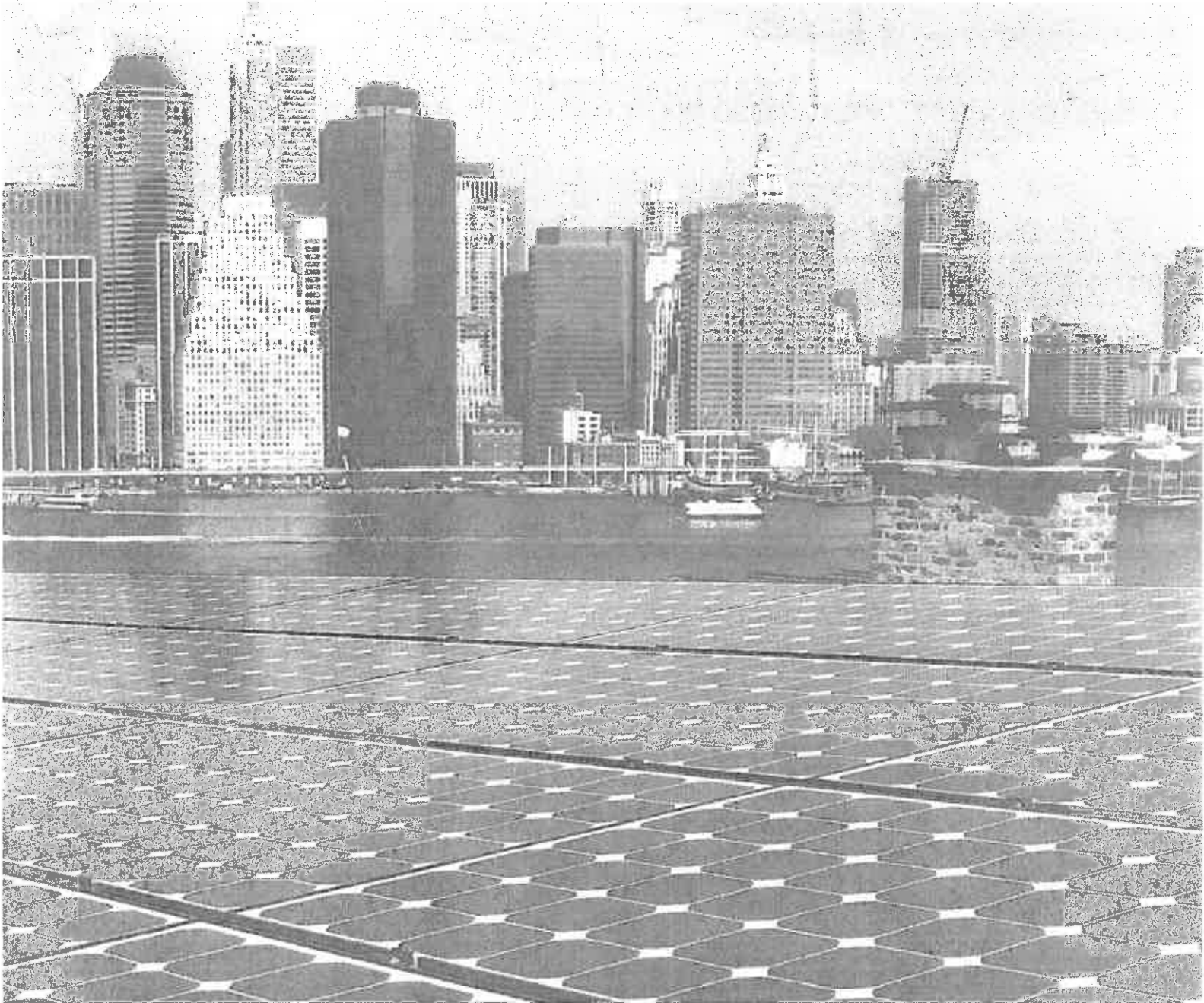
Solar Energy System, Large: A solar energy system that contains multiple solar collectors and is primarily used to produce energy to be sold commercially.

Solar Energy System, Self-Contained: A professionally manufactured device that utilizes solar collector(s) to produce small amounts of power that are generated exclusively for the device. A self-contained solar energy system is typically located in areas that are not in close proximity to a utility power source. Examples of these types of self-contained solar energy systems include, but are not limited to: light poles in parks for security or safety reasons, pedestrian street crossing signs that alert oncoming traffic of the crossing, natural resource observation systems (such as tracking flood level depths), pumps that aerate an isolated pond, and attic fans mounted on a roof that are used for ventilation purposes.

Solar Energy System, Small: A professionally manufactured system accessory to the principal use that utilizes solar collectors to convert solar energy from the sun into thermal mechanical or electrical energy for storage and use and is intended to primarily reduce on-site consumption of utility power. Energy produced in excess of on-site consumption may be sold back to the electric utility service provider that serves the proposed site for use with the existing energy grid. For the purposes of this ordinance a solar energy system includes building mounted and ground mounted solar energy systems.

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NATIONALLY DISTINGUISHED. LOCALLY POWERED.

PROGRAM GUIDE

VERSION 1.0
APRIL 2016

WHAT IS SOLSMART?

SolSmart is a new national designation program, funded by the U.S. Department of Energy through the Solar Powering America by Recognizing Communities (SPARC) initiative, designed to recognize communities that have taken key steps to address local barriers to solar energy and foster the growth of mature local solar markets. The SolSmart program primarily seeks to address “solar soft costs,” or business process or administrative costs that can increase the time and money it takes to install a solar energy system – costs which are then passed on to solar customers. While only certain local government policies and processes (such as permitting, planning, and zoning) are the source of some soft costs, local governments are in a unique position to reduce soft costs and take action to promote the use of solar locally.

The SolSmart designation program will provide high-profile, national recognition for communities that have made it cheaper and easier for solar customers to invest in solar energy. In addition, achieving designation will send a signal to solar companies that a community is “open for business,” attracting new businesses and helping designees share in the economic development benefits attached to the solar industry.

Interested communities can apply for designation at www.solsmart.org using a simple online intake form (“application”). Upon receipt of this application, the Designation Program Administrator (led by the International City/County Management Association) will conduct a baseline assessment to determine which criteria the community currently meets based on previous efforts and which actions are still required before designation can be granted. Communities committed to pursuing SolSmart designation will be eligible for no-cost technical assistance (“TA”) from the Technical Assistance Provider (led by The Solar Foundation) and its team of national solar and local government experts to help communities meet the criteria for designation.

DESIGNATION PROGRAM ADMINISTRATOR	TECHNICAL ASSISTANCE PROVIDER
INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION	THE SOLAR FOUNDATION
National Civic League	National Renewable Energy Laboratory
Home Innovation Research Labs	Meister Consultants Group
Meister Consultants Group	National League of Cities
The Solar Foundation	National Association of Counties
	Solar Energy Industries Association
	Regulatory Assistance Project
	Electric Power Research Institute
	Brooks Engineering

BENEFITS OF PARTICIPATION

Benefits of Addressing Soft Costs

Addressing soft costs and other barriers can deliver a number of valuable benefits for key local stakeholders.

- Reducing soft costs can deliver an **increased return on investment for solar customers**. Complex or poorly-defined permitting processes can add significantly to the average cost of solar photovoltaic (PV) systems. For a typical five kilowatt (kW) system, onerous permitting processes can increase prices for solar customers by up to \$700. Combined with other local regulatory policies and processes, the total price impact of local government “red tape” surrounding solar can be as high as \$2,500 for a typical installation.¹
- Reducing red tape and more efficient approval processes can result in a **time and money savings for local governments**, representing a more productive use of constrained budgets and limited taxpayer resources. Improving access to information on technical and process requirements can decrease the volume of questions or requests for information from installers and the number of incomplete permit applications, reducing demands on staff time.²
- Improving the processes and policies giving rise to some soft costs can result in **improved business prospects for solar companies**. More than 33% of installers say there are at least three communities they avoid because of permitting difficulties.³ Those communities are missing out on local revenue and affordable solar. Addressing these and other local regulatory issues can open your community for solar business, resulting in **positive impacts on jobs and economic development**.
- Lowering soft costs encourages more residents to go solar and dramatically **reduces greenhouse gas emissions**. A five kW solar photovoltaic system can reduce carbon dioxide emissions equivalent to that produced from 500 gallons of gasoline (nearly as much consumed by a typical passenger vehicle in a single year) or the amount of carbon dioxide sequestered by nearly four acres of U.S. forests each year.

1. Burkhardt, J., Wisner, R., Darghouth, N., Dong, C.G., Huneycutt, J. (2014). *How Much Do Local Regulations Matter? Exploring the Impact of Permitting and Local Regulatory Processes on PV Prices in the United States*. Retrieved April 15, 2016 from https://emp.lbl.gov/sites/all/files/local_regulations_and_pv_report.pdf

2. Interstate Renewable Energy Council. (2012). *Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting*. Retrieved April 15, 2016 from <http://www.irecusa.org/publications/sharing-success/>

3. Clean Power Finance. (2012). *Nationwide Analysis of Solar Permitting and the Implications for Soft Costs*. Retrieved April 15, 2016 from https://solarpermit.org/media/CPF-DOE_Permitting_Study_Dec2012_Final.pdf

BENEFITS OF PARTICIPATION

Benefits of Designation

Pursuing SolSmart designation through actions to reduce soft costs and foster a positive solar market environment can provide communities with a number of more specific benefits, including:

- **National recognition** on the SolSmart website, through media campaigns, and other means.
- An opportunity to **receive awards for exceeding basic program requirements** and further distinguish your community from its peers.
- The ability to apply to host a SolSmart Advisor, **fully-funded temporary staff** assigned to between 30 and 40 communities for up to six months to help communities achieve SolSmart designation.

What We Can Achieve Together

The U.S. Department of Energy SunShot Initiative has set a goal to reduce the installed cost of residential solar to \$1.50 per watt by the year 2020. Though costs have declined dramatically over the last decade (and by over 40% since 2010), the national average cost for residential solar is still around \$3.50 per watt – suggesting much still needs to be done to achieve the SunShot goal. Further complicating this issue is the fact that much of the observed reductions in installed costs over the last few years have come from declines in hardware costs. Soft costs have yet to experience the reductions required to maximize the affordability of solar.

Fortunately, local governments are in a prime position to address soft costs and enhance the affordability of solar for customers in their jurisdiction. While a single local government taking action may only have a local impact, the SolSmart goal of designating at least 300 U.S. communities by 2018 will allow these collective impacts to be felt across the nation.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 4,
“BUILDING REGULATIONS”, OF THE DARIEN CITY CODE BY ADDING NEW
CHAPTER 4, “SOLAR CODE”, THERETO**

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

THIS _____ DAY OF _____, 2017

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this _____
_____ day of _____, 2017.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 4,
“BUILDING REGULATIONS”, OF THE DARIEN CITY CODE BY ADDING NEW
CHAPTER 4, “SOLAR CODE”, THERETO**

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

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

WHEREAS, the City of Darien has previously adopted Title 4, “Building Regulations”, of the Darien City Code; and

WHEREAS, the City Council has deemed it reasonable to periodically review said Title 4 of the City Code and make necessary changes thereto; and

WHEREAS, on October 23, 2017 the Municipal Services Committee filed its findings and recommendations with the City Council recommending the adoption of a Solar Code to be added to Title 4; and

WHEREAS, the City Council has determined that it reasonable and in the best interests of the City to amend Title 4 of the City Code by adopting the 2015 International Solar Energy Provisions of the International Code Council..

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: Title 4, “Building Regulations”, of the Darien City Code, is hereby amended by adding new Chapter 4, “Solar Code”, thereto, to read as follows.

ORDINANCE NO. _____

4-1-13: **SHORT TITLE:** This Chapter shall hereinafter be known and cited as the *SOLAR CODE*.

4-1-13-1: **ADOPTION OF SOLAR CODE:** There is hereby adopted and incorporated by reference as part of this section, the code entitled 2015 International Solar Energy Provisions (ISEP) of the International Code Council, three (3) copies of which are on file in the office of the City.

4-1-13-2: **DEFINITIONS:**

PHOTOVOLTAIC CELL: A semiconductor device that converts solar energy directly into electricity.

SOLAR COLLECTOR: A professionally manufactured device, structure or part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, or electrical energy.

SOLAR COLLECTOR SURFACE: Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. Collector surface does not include frames, supports and mounting hardware.

SOLAR ENERGY SYSTEM, BUILDING MOUNTED: A solar energy system that is professionally mounted on the roof of a principal building or accessory structure. A building mounted solar energy system includes building integrated, flush-mounted and non-flush mounted systems.

BUILDING INTEGRATED: A building mounted solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural part of the building. Building integrated systems include but are not limited to, photovoltaic or hot water systems that are contained within roofing materials, skylights, shading devices and similar architectural components.

FLUSH MOUNTED: A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects no further than six (6) inches in height beyond the roof surface.

NON-FLUSH MOUNTED: A building mounted solar energy system that is mounted to a finished roof surface where the solar collector, once installed, projects more than six (6) inches in height beyond the roof surface.

SOLAR ENERGY SYSTEM, GROUND MOUNTED: A free-standing solar energy system that is placed or mounted to the ground.

ORDINANCE NO. _____

SOLAR ENERGY, LARGE: A solar energy system that contains multiple solar collectors and is primarily used to produce energy to be sold commercially.

SOLAR ENERGY SYSTEM, SELF-CONTAINED: A professionally manufactured device that utilizes solar collector(s) to produce small amounts of power that are generated exclusively for the device. A self-contained solar energy system is typically located in areas that are not in close proximity to a utility power source. Examples of these types of self-contained solar energy systems include, but are not limited to: light poles in parks for security or safety reasons, pedestrian street crossing signs that alert oncoming traffic of the crossing, natural resource observation systems (such as tracking flood level depths), pumps that aerate an isolated pond, and attic fans mounted on a roof that are used for ventilation purposes.

SOLAR ENERGY SYSTEM, SMALL: A professionally manufactured system accessory to the principal use that utilizes solar collectors to convert solar energy from the sun into thermal mechanical or electrical energy for storage and use and is intended to primarily reduce on-site consumption of utility power. Energy produced in excess of on-site consumption may be sold back to the electric utility service provider that serves the proposed site for use with the existing energy grid. For the purposes of this ordinance a solar energy system includes building mounted and ground mounted solar energy systems.

4-1-13-3: REFERENCES: All references to the International Plumbing Code in the ISEP shall be stricken and replaced with the Illinois Plumbing Code.

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

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

ORDINANCE NO. _____

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, this** ____ **day of** _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this** _____ **day of** _____, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
November 6, 2017**

Case

PZC 2017-03 8185 Chapman Court (Deolitsis)

Issue Statement

Petitioner seeks approval of a variation to the Darien Zoning Code for rear yard setback for their proposed pool, pool deck, patio, and retaining wall

Ordinance - attached

General Information

Petitioner / Property Owner:	George Deolitsis
Property Location / PIN#:	8185 Chapman Court / 09-33-213-013
Zoning / Land Use:	Site: R-2 / single-family residence North, West, South: R-2 / single-family residence East: R-2 / stormwater detention area
Comprehensive Plan:	Future Land Use: Low Density Residential
Size of Subject Lot:	86 feet by 130 feet = 11,180 square feet
Natural Features:	All yards slope down from house to property lines Steeper slope in rear yard down to detention area Dense row of evergreen trees along both sides of rear yard
Transportation:	Front loading garage with driveway to Chapman Court
History:	Lot is part of Smart Oaks Glen subdivision platted in 1997 Owner built pool and applied for variation for deck in 2016 but engineering took longer than expected.

Petitioner Documents (Attachment A)

1. Petition dated 9/6/17
2. Existing Conditions on plat of survey received 11/1/17
3. Grading Plan for Pool addition received 11/1/17
4. Landscape Development Plan received 11/1/17
5. Photo Simulation received 11/1/17

Zoning Provisions

Section 5A-5-7-3(C) 1: 20 foot rear setback required for attached accessory structures
Section 5A-2-2-3(A) (G): Variation Authority and Standards
ILCS Section 11-13-4: Variation Conditions

Development Description

This lot and adjacent lots were platted with a 20 foot wide drainage and detention easement across the rear of the lot. This easement area combined with the out lot to the east was designed to detain the expected volume of stormwater runoff from the subdivision. The out lot is

approximately 70 feet wide across from the Subject Lot. East of the out lot are one-story office buildings with a setback of approximately 40 feet.

The existing above-ground pool and deck was built prior to 2016 without a permit and it encroaches into the easement and required setback. The proposal is to replace with a larger in-ground pool surrounded by a larger permeable paver patio around the pool elevated approximately 2 feet above grade edged by a retaining wall with a wrought iron fence on top. They would also replace the elevated wooden deck across the rear of the house.

The east 9 feet of the pool and pool patio would be located in the drainage and detention easement and would be setback 11 feet from the rear property line instead of 20 feet as required.

The grading plan proposes to excavate swales on both sides of the lot to compensate for the loss of stormwater detention area volume due to the proposed patio and deck in the easement areas.

The petitioner brought a revised plan to the public hearing, which showed;

- slightly larger pool and patio in terms of square footage
- patio slightly farther from the north side lot line
(10 feet instead of 8 feet, thus alleviating the need for a side setback variation)
- slightly revised grading plan

Staff Documents (attached to this memo)

- Photos – aerial and rear yard
- Letter from City Engineer dated 5/4/17
- Authority, Standards, and Conditions for variations

Staff Plan Review Comments

The City Engineer had reviewed the earlier grading plan and verified that the swales would provide sufficient compensatory storage of stormwater. He is reviewing the revised grading plan now to see if it still is sufficient.

Since the lot behind the Subject Site is a stormwater detention area and since the pool patio would be approximately 120 feet away from the nearest (office) building to the east, there would be minimal impact of the variation behind the Subject Site. The rows of arborvitae evergreen trees along both side lot lines provide some buffering to the single family houses on both sides of the Subject Site.

No evidence of hardship or compliance with the variation standards was presented.

PZC Public Hearing

Matt Huber of Western DuPage Landscaping Inc. presented the revised plans. He commented that the bulk of the existing (above-ground) pool and the surrounding wood deck and fence would be reduced and the permeable patio pavers would help control stormwater runoff. He estimated that the excavation of the side yard swales would not injure the rows of arborvitae. The PZC motion was approved 6-0 to recommend approval of the variation as requested with two conditions: (1) City Engineer verify the compensatory storage grading plan is sufficient, (2) Owner provide a plat revising the drainage and detention easement for City approval prior to building permit.

Meeting Schedule

Planning and Zoning Commission:	November 1, 2017
Municipal Services Committee:	November 6, 2017
City Council:	November 6, 2017

CITY OF DARIEN, ILLINOIS, Community Development Department

Staff Use Only	
Case No.:	2017-03
Date Received:	9/4/17
Fee Paid:	\$365
Check No.:	1100
Hearing Date:	10/4/17

Variation/Special Use/Rezoning petition to the Mayor and City Council of the City of Darien:

PETITIONER INFORMATION

George Deolitsis
 Petitioner's Name
George Deolitsis
 Contact Name
8185 Chapman Ct.
 Address, City, State, Zip Code
630-774-1954
 Phone #

Same
 Owner's Name
 " "
 Address, City, State, Zip Code
 " "
 Phone #
 " "
 Email

Fax #
gdeolitsis@gmail.com
 Email

PROPERTY INFORMATION

Same
 Property address
09-33-213-013
 PIN(s)

11,130 SQUARE FEET
 Acreage
R-2
 Zoning

Provide legal description on a separate sheet and attach, such as the plat of survey.

REQUEST

Brief description of the request(s):

Retaining wall

- Variation
- Simple Variation
- Special Use
- Rezoning

ZONING CODE SECTION SA-5-7-1(B) SIDE DRIVE - RETAINING WALL GRASS PLOT
ZONING CODE SECTION SA-5-7-3(C) REAR DRIVE - RETAINING WALL DRIVE

I, George Deolitsis, do hereby certify that I am the owner of record (or one of the owners of record or the attorney for the owners of record of the aforesaid described property) and I hereby make application as such.

[Signature]
Signature

Subscribed and sworn to before this 5 day of September, 2017

[Signature]
Notary Public



EXISTING CONDITIONS

REAR PORTION OF LOT 47 IN SMART OAKS GLEN - UNIT 2, BEING A SUBDIVISION OF PART OF LOTS 4, 5, 6 AND 7 AND ALL OF LOT 11A IN SMART ACRES, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO OUTLOT A IN SMART OAKS GLEN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1997 AS DOCUMENT R97-031495, IN DU PAGE COUNTY, ILLINOIS.

NOTES:

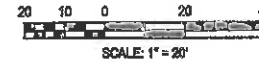
EROSION CONTROL
TO BE APPLIED PER THE ILLINOIS URBAN MANUAL, LATEST EDITION

CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION TO DETERMINE IF ANY CONFLICTS EXIST. THE DESIGN ENGINEER MUST BE NOTIFIED PRIOR TO START OF CONSTRUCTION

FOR UNDERGROUND UTILITY LOCATIONS AND PRIOR TO ANY CONSTRUCTION, CONTACT J.L.L.L.E., TOLL FREE 1-800-892-0123

EXISTING TOPOGRAPHIC SURVEY PROVIDED BY SCHOMIG SURVEYING 708-352-1432

OWNER:
GEORGE DETIUSIS

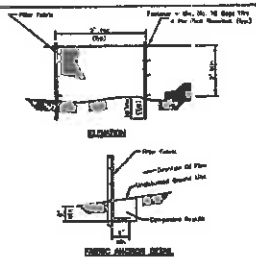


LEGEND

EXISTING PROPOSED

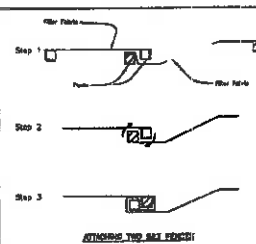
- SANITARY SEWER
- STORM SEWER
- CATCH BASIN
- OPEN LID MANHOLE
- CLOSED LID MANHOLE
- INLET
- ⊙ DOWNSPOUTS
- WATER MAIN
- ⊙ VALVE
- ⊙ HYDRANT
- ⊙ HEADWALL
- ⊙ FLARED END
- ⊙ STREET LIGHT
- ⊙ UTILITY POLE
- ⊙ S-BOX
- RETAINING WALL
- SILT FENCE
- 701 --- CONTOUR
- XXX XX • SPOT GRADES XXX XX •

SILT FENCE PLAN



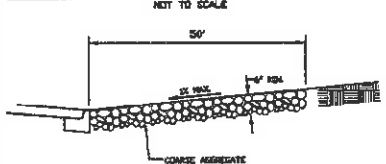
1. Temporary silt fence shall be installed prior to any grading work on the site to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
2. Filter fabric shall meet the requirements of standard specification 100.000, Series 1 or 2, Type 1 with absorption capacity rate of at least 20 for absorption and 20 for water.
3. Frame posts shall be spaced at 10' intervals and shall be a minimum cross-section size of 2x4 or 2x6.

SILT FENCE



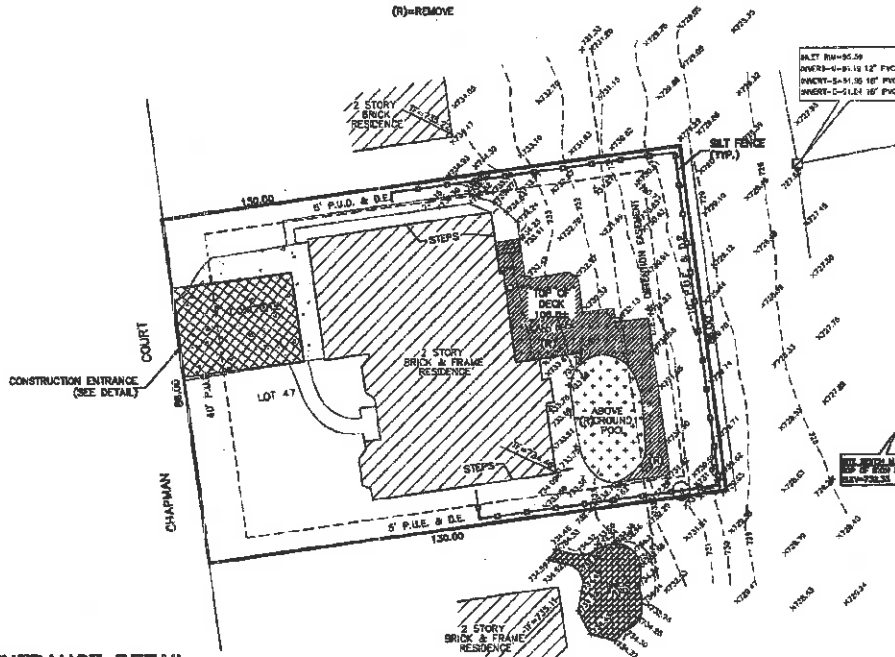
1. Place the top and bottom of the silt fence over the top and bottom of the filter fabric.
2. Attach the two silt fences to the filter fabric by using the silt fence ties.
3. The silt fence shall be installed at all erosion sites where the ground is being graded.

CONSTRUCTION ENTRANCE DETAIL



WHEN HAD ON OTHER SITES CARRIED FROM THE SITE BY WHEELS OR TRACKS OF CONSTRUCTION EQUIPMENT MAY BE DIFFERENT, PREPARE A SAFETY HAZARD TO CROSS DAMAGE TO OTHER PROPERTY, THE WHEELS OR TRACKS SHOULD BE CLEANED TO REMOVE MUD OR OTHER DEBRIS FROM THE WHEELS LEAVING THE CONSTRUCTION SITE. WHEELS SHOULD BE IN A STABILIZED AREA.

THE ENTRANCE SHOULD BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKS OR FLAMES OF EQUIPMENT FROM POLLUTING THE SURFACE. THESE SHALL BE MAINTAINED PERIODICALLY WITH APPROPRIATE SURFACE MATERIALS AS CONSTRUCTION IS UNDERWAY. CLEANING BY ANY MEANS SHOULD BE USED TO PREVENT POLLUTION AND ALL DEBRIS SHOULD BE REMOVED IMMEDIATELY.



PIPING WHICH LIES UNDER AS PER CITY ENGINEERING, AND A DRAINAGE SYSTEM DATED

CONTRACTOR IS ADVISED TO CHECK THE SIDE OF THE CONSTRUCTION SITE FOR ANY EXISTING UTILITY LINES PRIOR TO EXCAVATION OR GRADING OF MATERIALS. ADVISE SURVEYOR AS SOON AS POSSIBLE A RETURN BE REQUIRED.

City of Darien
Received
NOV 1 2017
Community Development

JGM Consulting Engineers
10 S. 123 Alma Lane
Naperville, Illinois 60564
630-476-6502

4. PER CITY REVIEW	10-04-17
3. PER CITY REVIEW	04-25-17
2. PER CITY REVIEW	03-27-17
1. PER CLIENT CHANGE	02-22-17

LOT 47
SMART OAKS GLEN-UNIT 2
DARIEN, ILLINOIS

DETAILED GRADING PLAN

16-523.dwg	PROJECT NO.
	16-523
DRAWN RSM	CHECKED JGM
DATE: 10-14-16	SHEET 1
SCALE: 1"=20'	OF 2

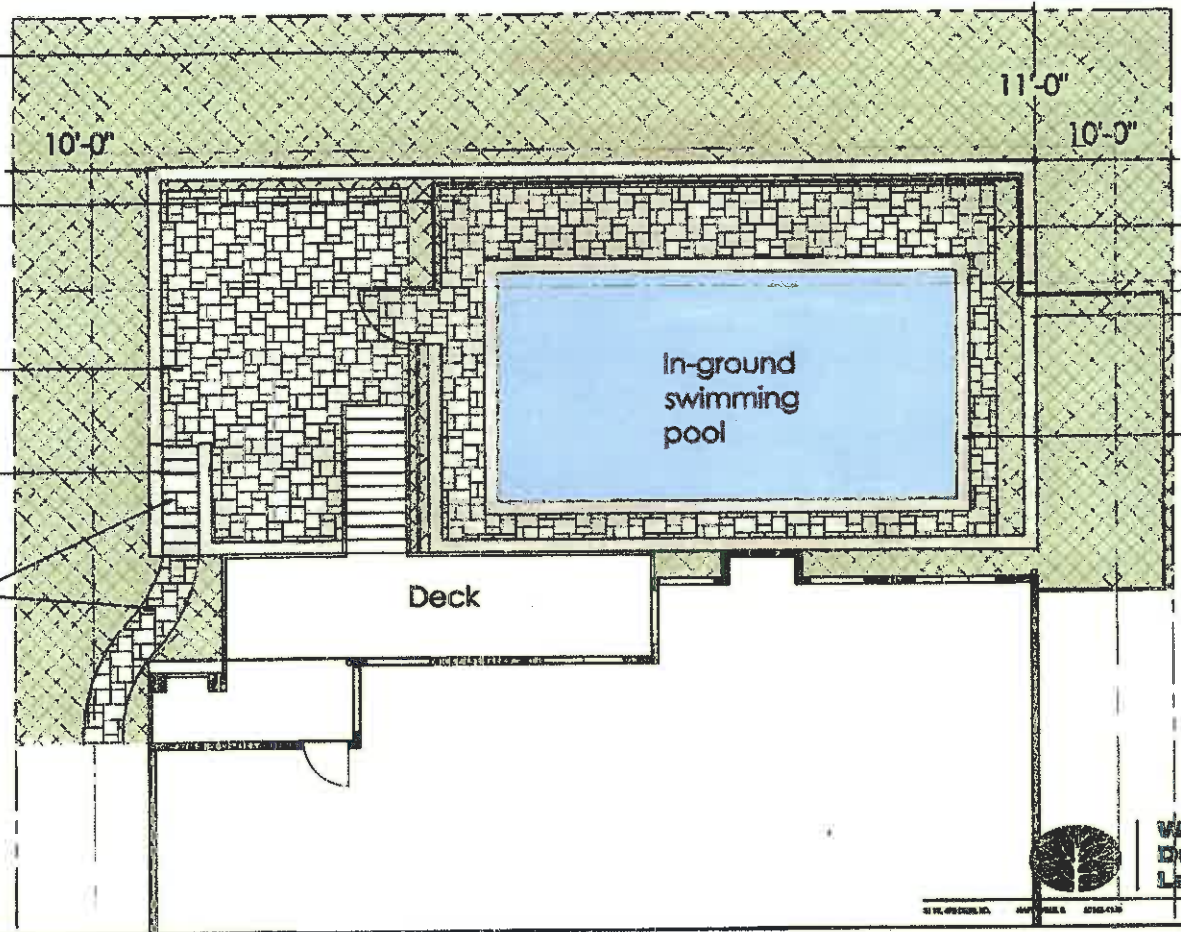
City of Darien
 Received
 NOV 1 2017

Community Development

**Landscape
 Development Plan**

**DEOLITSIS
 RESIDENCE**

- Green space (typical)
- 10'-0"
- New fence around the proposed pool
- Permeable paver patio
- New steps to proposed patio
- Permeable paving



- Permeable paver around pool
- Retaining walls (typical)
- Pool coping

8180 Chagman Ct.
 Darien

date: 30 September 2017
 project no.: 201



**Western
 DuPage
 Landscaping, Inc.**

© 1998-2017 WDL
 1111 N. W. 111th St.
 Chicago, IL 60642-1111
 (773) 484-1111
 www.westerndupagelandscaping.com



City of Denver
Approved
May 3, 2017

ArcGIS Web Map

DuPage Web Mapping Application - DuPage County, Illinois



DuPage County
Information Technology Department
GIS Division
421 N County Farm Rd.
Wheaton, IL 60187
Ph# (630)407-5000
Email: gis@dupageco.org

DuPage Maps Portal:
<http://dupage.maps.arcgis.com/home>

DuPage County, Illinois Web Site:
www.dupageco.org



This map is for assessment purposes only.

Copyright DuPage 2018



09/20/2017 00:22



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 4, 2017

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac

Subject: 8185 Chapman Court
(CBBEL Project No. 95-323 H211)

Dear Dan:

We have completed our review of the proposed grading plan for the new in-ground pool at the aforementioned property prepared by JGM Consulting Engineers and dated April 25, 2017. Our previous comments on the plan have now been addressed. Please note that the proposed pool deck/patio encroaches into the detention easement and proposed compensation for filled detention volume extends outside of the detention easement. A plat of easement should be required to grant additional detention easements south of the pool and north of the patio to encompass the relocated detention. We also suggest that the portion of the detention easement encroached on by the pool deck should be vacated.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel L. Lynch'.

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1989

VARIATION AUTHORITY & STANDARDS

Zoning Code Section 5A-2-2-3 (A): Authority

In cases where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the regulations adopted by this Title, the City Council may, by ordinance, determine and vary the application of such regulations.

Zoning Code Section 5A-2-2-3 (G): Standards

The City shall not vary the provisions of this Title unless findings of fact have been made on the following:

1. Whether the purpose of the variation is not based primarily upon a desire to increase financial gain and the general character of the property will be adversely altered.
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.
4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.
5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

Sections 11-13-4 and 11-13-5: VARIATIONS

A variation shall be permitted only if the evidence sustains each of the following three conditions:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

2. The plight of the owner is due to unique circumstances.

3. The variation if granted will not alter the essential character of the locality.

The corporate authorities may provide general or specific rules implementing, but not inconsistent with, the rules herein provided.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIATION TO THE
DARIEN ZONING ORDINANCE**

(PZC 2017-03 8185 Chapman Court)

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

THIS _____ DAY OF _____, 2017

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of _____, 2017.**

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIATION TO THE
DARIEN ZONING ORDINANCE**

(PZC 2017-03 8185 Chapman Court)

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

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

WHEREAS, the property legally described in Section 1 (the "Subject Property"), is zoned R-2 Single-Family Residence District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance to allow a pool and patio in the rear yard; and

WHEREAS, pursuant to proper legal notice, a Public Hearing on said petition for variation was held before the Planning and Zoning Commission on November 1, 2017; and

WHEREAS, the Planning and Zoning Commission at its regular meeting of November 1, 2017, recommended approval of the petition herein described and has forwarded its findings and recommendation of approval to the City Council; and

WHEREAS, on November 6, 2017, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

ORDINANCE NO. _____

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

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: Subject Property. This Ordinance is limited and restricted to the property generally located at 8185 Chapman Court, Darien, Illinois, and legally described as follows:

LOT 47 IN SMART OAKS GLEN – UNIT 2, BEING A SUBDIVISION OF PART OF LOTS 4,5,6 AND 7 AND ALL OF LOT 11A IN SMART ACRES, BEING A SUBDIVISION OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALSO OUTLOT A IN SMART OAKS GLEN, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP AND RANGE AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1997 AS DOCUMENT R97-031495, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-33-213-013

SECTION 2: Variation from Zoning Ordinance Granted. A variation from the Zoning Ordinance, Section 5A-5-7-3(C)2 is hereby granted to allow a pool and patio 10 feet from the rear property line to be in substantial conformance with Exhibit A: Site Plan attached hereto and made part hereof.

SECTION 3: Variation Conditions. The variation is subject to the following condition:

- A. The Site Plan be in conformance with the City standards for compensatory storage of stormwater to be verified by the City Engineer.

ORDINANCE NO. _____

B. The owner provide a plat of revised drainage and detention easement for City approval prior to issuing a building permit.

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

SECTION 5: Effective Date. This Ordinance 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, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this _____ day of _____, 2017.

ATTEST: _____
KATHLEEN MOESLE WEAVER, MAYOR

ORDINANCE NO. _____

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
September 25, 2017**

PRESENT: Alderman Joseph Marchese – Chairman, Alderman Thomas Belczak, Alderman Thomas Chlystek, Dan Gombac – Director, Steven Manning - City Planner, Elizabeth Lahey-Secretary

ABSENT: None

ESTABLISH QUORUM

Chairman Joseph Marchese called the meeting to order at 6:37 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

NEW BUSINESS

- a. PZC 2016-10 – Petitioners seek approval of an annexation, rezoning map amendment to B-3, special use for mobile home sale and rental with variations.**

Mr. Steve Manning, City Planner stated that the petitioner R&R Motor Homes could not be in attendance but that her engineer was present to answer any questions. He reported that the petitioner last presented to the PZC one year ago with many variations. Mr. Manning stated that since that time the petitioner has revised the plan and redesigned with a handful of issues.

Mr. Manning reported that the property is a narrow parcel. He stated that there is existing housing and that will be remodeled and used for an office and the second building for the motor home rental. He further stated that the petitioner will also preserve the existing wetlands and will use the existing drive and connect to the water and sewer. Mr. Manning reported that the petitioner will be building in one phase and has complied with the parking stall width and turning radius to accommodate the vehicles.

Mr. Manning discussed the variations and stated that they are proposing barrier curbs due to the tight parking lot.

Mr. Dan Gombac, Director reported that the barrier curbs are bio swales such as those at the Wight and Company site.

Mr. Manning reported that the drive will be widened to 24 feet and that the City Engineer provided a letter with his comments in the packet. He stated that the annexation agreement will include final engineering approval. He reported that the petitioner provided a letter that she is willing to work with the City.

Alderman Chlystek questioned if the current septic was removed.

Mr. Gombac stated that the current septic was removed.

Chairperson Marchese questioned if there were any comments from the businesses in the area.

Mr. Gombac reported that there were no comments.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of an annexation, rezoning map amendment to B-3, special use for mobile home sale and rental with variations.

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

b. Ordinance – Approval of an ordinance granting a minor amendment to the PUD for the Violet’s Farm to approve an oversized deck at 8414 Dawn Lane.

Mr. Steve Manning, City Planner reported that the homeowners of the townhome have a 10 ft. x 10 ft. concrete patio which they would like to replace with a 12 ft. x 19 ft. deck. He reported that the condo is part of the Violet’s Farm PUD with a condition that any deck/patio greater than the approved 10 ft. x 10 ft. shall submit an application for a minor amendment to the approved PUD. Mr. Manning reported that this does not require a public hearing and that the home is an end unit with a vacant lot behind which has not been constructed. He reported that photos are provided in the packet and that staff received a letter from the management company that they had no issues with the proposed deck.

Mr. Gombac, Director reported that there is all commercial to the west.

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

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of an ordinance granting a minor amendment to the PUD for the Violet’s Farm to approve an oversized deck at 8414 Dawn Lane.

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

c. Motion - Consideration of a motion acknowledging the City of Darien Stormwater Program Annual Report.

Mr. Dan Gombac, Director reported that annually the state law requires municipalities to consider and acknowledge the Stormwater Program Annual Report as it relates to the NPDES, National Pollution Discharge Elimination System. He stated that the City is required to hold a NPDES permit from the IEPA and that staff is required to meet certain hours.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a motion acknowledging the City of Darien Stormwater Program Annual Report.

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

**d. Minutes - August 7, 2017 Municipal Services Committee - Special Meeting
August 21, 2017 Municipal Services Committee Meeting**

Alderman Marchese made a motion and it was seconded by Alderman Chlystek approval of the minutes of the August 7, 2017 Municipal Services Committee Special Meeting and the August 21, 2017 Municipal Services Committee Meeting.

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

DIRECTOR'S REPORT

There was some discussion about the City banners and that the Lion's Club voted to purchase new banners for 75th Street and Cass.

Mr. Dan Gombac, Director suggested a visit to public works at the next meeting.

Mr. Gombac reported on the case at 723 Leonard Drive and that the structure is a concern.

NEXT SCHEDULED MEETING

Chairman Marchese announced that the next regularly scheduled meeting is scheduled for Monday, October 23, 2017 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Marchese made a motion and it was seconded by Alderman Belczak to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:38 p.m.

RESPECTFULLY SUBMITTED:

Joseph Marchese
Chairman

Thomas Belczak
Alderman

Thomas Chlystek
Alderman