

AGENDA
Municipal Services Committee
January 24, 2022
7:00 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. Old Business**
- 4. New Business**

- a. [PZC2021-07 Maggiore \(1414 Sequoia Lane\)](#) Petitioner seeks approval for Variations to City Code Section 5A-7-2-6 (A) and Section 5A-5-9-2 (A)(2)(b)(1) of the Zoning Ordinance.
- b. [Resolution](#) – Authorizing the Mayor to execute a contract with LRS CleanSweep for the City of Darien’s 2022 Street Sweeping Program not to exceed \$44,750.00.
- c. [Resolution](#) - Approval of a Supplemental Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) Funds for the FY 2020-2021 General Maintenance- maintenance of various streets and rights of way that impact City streets, in an amount not to exceed \$32,409.34.
- d. [Resolution](#) - Authorizing the Mayor to execute an amended contract extension with Rag’s Electric, Inc. for the 2022 Street Light Maintenance beginning May 1, 2022 through April 30, 2023.
- e. [Resolution](#) - Accepting the unit price proposal for analytical soil testing fees from Clean Soils Consulting, LLC at the proposed unit prices for certain waste for a period of May 1, 2022 through April 30, 2023
- f. [Resolution](#) - Preliminary approval for the 2022 Street Maintenance contract with Orange Crush, LLC as per the following schedule of pricing: base bid - \$1,509,857.50; alternate 1 - patching - \$ 78,000.00; for a total of \$1,587,857.50.
- g. **Minutes** – [December 28, 2021](#) Municipal Services Committee

- 5. Director’s Report**
- 6. Next scheduled meeting – February 28, 2022**
- 7. Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
JANUARY 24, 2022

CASE

PZC2021-07 Maggiore Variation Requests – 1414 Sequoia Lane

ISSUE STATEMENT

Petitioner Anthony Maggiore seeks approval for Variations to City Code Section 5A-7-2-6 (A) and Section 5A-5-9-2 (A)(2)(b)(1) of the Zoning Ordinance. The petition specifically requests to allow for an already constructed patio/terrace (i.e. platform) and hot tub to remain in their current location on the subject property. Property is located within the R-2 Single-Family Residence Zoning District and the Variation requests are to the following standards in the City of Darien Zoning Ordinance:

- 1) Section 5A-7-2-6 (A):
 - o Variation request to reduce the required rear yard setback (patio/terrace).
 - o Variation request to reduce the required interior side yard setback (patio/terrace).
- 2) Section 5A-5-9-2 (A)(2)(b)(1):
 - o Variation request to reduce the accessory structure setback requirements and to permit an accessory structure within a platted easement (hot tub).

GENERAL INFORMATION

Petitioner:	Anthony Maggiore
Property Owner:	Anthony Maggiore
Property Location / PIN:	1414 Sequoia Lane / 09-28-400-024
Zoning / Land Use:	R-2 District / Single-Family Residence
Comprehensive Plan:	Low Density Residential (Existing & Future Land Use)
Surrounding Zoning & Uses	
North:	R-2 District; Single-Family Residence
East:	R-2 District; Single-Family Residence
South:	R-2 District; Single-Family Residence
West:	R-2 District; Single-Family Residence
Size of Property:	0.22 Acres
Floodplain:	According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.
Natural Features:	N/A
Transportation:	Frontage along Sequoia Lane, with driveway access derived from Sequoia Lane as well.

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) **APPLICATION**
- 2) **JUSTIFICATION NARRATIVE**
- 3) **SITE PLAN**

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- 4) **MEASUREMENT DIAGRAM**
- 5) **BROOKHAVEN MANOR SUBDIVISION PLAT**

- 6) LOCATION MAP & AERIAL IMAGE
- 7) SITE PHOTOS
- 8) ZONING VARIATION DECISION CRITERIA
- 9) UTILITY COMPANY CORRESPONDENCE
- 10) PUBLIC COMMENT

PLANNING OVERVIEW/DISCUSSION

The subject property was platted in 1956 and is part of the Brookhaven Manor Subdivision. The parcel is zoned R-2 Single-Family Residence District and does not contain any natural features or floodplain. The parcel is improved with a single-family residence, detached garage, shed, patio/terrace (i.e. platform), and hot tub. Note that the patio/terrace and hot tub were constructed and installed without issuance of a building permit.

In August 2021 the City was made aware of construction without a permit at the subject location, so the City’s Code Enforcement Officer sent a violation notice to the petitioner/owner. In response to the notice, the petitioner/owner contacted the City and has been working with staff in order to resolve the enforcement issues. After several discussions with the petitioner/owner, the subject Variation requests were submitted.

The Variation requests pertain to the patio/terrace structure and hot tub separately. By definition, the constructed platform is considered a *Patio/Terrace* per the City’s Zoning Ordinance, while the hot tub is considered an *Accessory Structure*. Each Variation request and the associated definitions are shown below:

Variation (Patio/Terrace): Zoning Section 5(A)-7-2-6 (A)

Patio/Terrace Definition: A level plane or platform which is located adjacent to one or more faces of a principal or accessory building and which is constructed not more than four feet (4') above the grade level of the adjoining ground, but excluding driveways and parking facilities.

- o *Variation request to reduce the required rear yard setback:*
The constructed patio/terrace is currently located on the rear lot line (northern lot line) according to the submitted site plan. The required rear yard setback in the R-2 Zoning District is 30 feet, but the ordinance allows a patio/terrace to be located a minimum of 20 feet from rear property lines per an exception. The Variation request is to allow the patio/terrace to remain as constructed, meaning it would be a full encroachment since it is located 0 feet from the rear lot line.
- o *Variation request to reduce the required interior side yard setback:*
The constructed patio/terrace is currently located 1.5 feet from the interior side lot line (eastern lot line). The required interior side yard setback in the R-2 Zoning District is 10 feet. The Variation request is to allow the patio/terrace to remain as constructed, meaning it would be an encroachment of 8.5 feet into the required setback.

Variation (Hot Tub): Zoning Section 5(A)-5-9-2 (A)(2)(b)(1)

Accessory Building, Structure, or Use Definition: An "accessory building, structure or use" is one which: is subordinate and incidental to and serves a principal building or structure or a principal use; is subordinate in area, extent or purpose to the principal building or structure, or the principal use served; contributes to the comfort, convenience or necessity of occupants of the principal building or structure or the principal use served; and is located on the same lot as the principal building or structure, or the principal use served with the single exception of such accessory off-

street parking facilities as are permitted to locate elsewhere than on the same lot with the building or use served.

- *Variation request to reduce the accessory structure setback requirements and to permit an accessory structure within a platted easement:*

The installed hot tub is currently located 2 feet from the rear lot line (northern lot line) and 3.5 feet from the interior side lot line (eastern lot line). It is also located within a platted utility easement according to the recorded subdivision plat, which is attached to this memo. The required setback for an accessory structure (i.e. hot tub) from both the rear lot line and interior side lot line is 5 feet. The Zoning Ordinance also specifies that accessory structures are not to be located within a platted easement. Therefore, the Variation request is to allow the installed hot tub to encroach 3 feet into the rear yard setback and 1.5 feet into the interior side yard setback for accessory structures, in addition to allowing the hot tub to remain in a platted easement.

Site Plan Review & Findings of Fact

City staff has reviewed the petitioner submitted documents and staff does not have any review comments on the site plan. That being said, based on correspondence attached to this memo, it should be noted there are no underground utilities at the subject location.

The petitioner was asked to submit *Findings of Fact* that would support the requested Variations. Those findings are attached to this memo under the submitted Justification Narrative, and specific factors such as screening, adjacent neighbors, and utilities/easement provisions are discussed in the petitioner's letter. Finally, public comment that was submitted is included as an attachment to this memo as well.

PZC MEETINGS – 12/15/2021 & 01/19/2022

The Planning and Zoning Commission heard this petition at its meeting on December 15, 2021. The case was continued by the Planning and Zoning Commission, meaning no recommendation was given. During the December 15, 2021 hearing and at the direction of the Planning and Zoning Commission, the petitioner and city staff agreed to meet at the subject site to gather further documentation in terms of on-site measurements and photos. The Planning and Zoning Commission requested this information in order to make a more informed decision on the case, as most of the discussion during the meeting focused on the precise area that encompasses the patio/terrace and hot tub.

Given the above-mentioned, staff conducted a follow up site inspection of the property, created a Measurement Diagram for a portion of the rear yard, and took additional site photos. The diagram and photos were included in the agenda memo and meeting packet for the January 19, 2022 Planning and Zoning Commission meeting, where the case was heard again. The documents are also attached to this memo. Note that the diagram shows measurements of the patio/terrace area and distances between structures, such as the bar and hot tub.

Based on discussion by the Planning and Zoning Commission during the January 19, 2022 meeting, the Commission determined the case met the Variation Decision Criteria and made a motion to forward the case with a favorable recommendation to the Municipal Services Committee. The motion passed with a 6-1 vote, subject to the following conditions:

- 1) The City's Architectural/Building Code Consultant grants approval for the patio/terrace and hot tub structures.**

- 2) **The patio/terrace and hot tub structures are confirmed and/or altered to be located entirely within the subject property's northern and eastern boundary lines.**

While staff will provide the Municipal Services Committee a verbal presentation and summary of the Planning and Zoning Commission meetings, please note meeting minutes that have been able to be completed are available on the City's Website under *Reference Desk > Agendas & Minutes > Planning & Zoning*.

ALTERNATE CONSIDERATION

As recommended/directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the February 7, 2022 City Council agenda for formal consideration.



ZONING APPLICATION

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

www.darienil.us 630-852-5000

CONTACT INFORMATION

Anthony Maggiore
Applicant's Name

1414 Sequoia Lane Darien IL 60561
Address, City, State, Zip Code

309-453-6169
Telephone

anthinichicago@gmail.com
Email

Same
Owner's Name

same
Address, City, State, Zip Code

same
Telephone

same
Email

PROPERTY INFORMATION

1414 Sequoia Lane
Property address

PIN Number(s)

Zoning District

Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

RECEIVED
NOV 19 2021
Community Development
City of Darien

REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

SEE ATTACHED LETTER

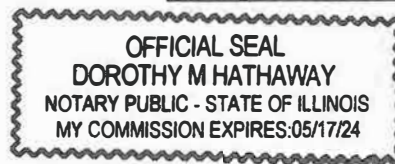
Anthony Maggiore
Applicant Signature

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Anthony Maggiore is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 19 day of November 20 21.

Dorothy M Hathaway
Notary Public

For office use only	
Date Received:	<u>11/19/2021</u>
Case Number:	<u>PZC2021-07</u>
Fee Paid:	<u>\$360.00</u>
Hearing Date:	<u>12/15/2021</u>





City of Darien Planning and Zoning Commission
Justification Narrative for 1414 Sequoia Lane
Zoning Variation 5A-7-2-6 (A): R-2 District Yard Requirements
Zoning Variation 5A-5-9-2(A)(2)(b)(1): Location and Yard Regulations of Accessory Buildings, Structures, and Uses of Land

RECEIVED
NOV 19 2021
Community Development
City of Darien

To City of Darien Planning and Zoning Commission,

Thank you for your time in reviewing this letter. As first-time homeowners who have only previously lived in rental apartments our entire adult lives our regrettable ignorance to the permit process has put us into this unfortunate situation. We are proud to be homeowners in the City of Darien and our intent was only to improve our home. Unfortunately, we did not know that our Do-It-Yourself project would require approval from the city and the patio was fully completed prior to becoming aware of this.

The items in review are the patio/terrace (as defined by the City of Darien), and a hot tub within the patio/terrace, and their locations in relation to our lot lines and easement. The patio/terrace borders our North lot line and sits 1’6” off our East lot line. The hot tub sits 2’ off our North lot line and 3’6” off our East lot line. The patio/terrace and hot tub both sit over the 10’ public utility & drainage easement.

We regret our ignorance of the permitting process and once we were informed that we needed to obtain permits and subsequent approval, we have fully cooperated with City of Darien’s Planning Department. We are requesting the Planning Commission review the details surrounding our improvement and grant us variances that will allow our improvement to remain because of the unique aspects that act together in our particular situation. These aspects are as follows:

Screening

Our backyard is currently screened from our neighbors to the east, north and west property lines by an 8 feet tall fence. The patio is not observed from the neighbors and instead they view the same fence exterior that screens the property since before we took ownership.

Immediately Adjacent Neighbors

The northeast corner of our yard (where the patio exists) borders the property line of two neighbors.

The neighbor to the North of the patio has a home that is approximately 95 feet north of our lot line (and once again is screened from view by our fence as well as existing trees). There is also a retention ditch between our yards and given the distance and screening we believe our patio improvement provides no negative impact to this neighbor.

The neighbor to our East, Mr. Patrick Hulme, has a pole barn that has its west side immediately up against our property line, and runs along the entire length of our patio. Again, the patio is screened from view from this neighbor with an 8 feet tall fence as well. In addition, we have attached a letter from Mr.

Hulme in which he states that he has no issues with the location of the patio. And please note: this neighbor's livable space (home) is the closest distance to the patio.

Underground Utilities

We contacted J.U.L.I.E. on Oct 7, 2021 to do an underground utility locate and they have confirmed that there are no underground utilities within the 10 feet wide easement on the north portion of our property where a portion of the patio currently covers. All COMED and AT&T utilities are overhead and access to them are not impacted by our patio (including during maintenance). Included with this application is notice from the DuPage Water Commission confirming there are no utilities at our location. Additionally, is a photo of flags with a marking (completed by J.U.L.I.E.'s service company) displaying that there are no underground phone, cable, electric or gas utilities in our rear yard.

On the Utility Easement Provisions of the Brookhaven Manor Plat (Instrument No. 827287) dated December 18, 1956, sent to us by the City of Darien Planning Department, it states "No permanent buildings or trees shall be placed on said easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement." We believe that our patio structure does not interfere with the use of the easement because in addition to having no underground utilities within our easement there are no issues with the operating and maintenance of existing overhead utilities on said easement.

We believe these combined three aspects should be considered in weighing the requested variances. We sincerely hope the Planning Commission takes in account all circumstances and grant us the requested variances because we feel our patio improves our small corner of Darien.

With regards to the stated Decision Criteria on Zoning Variations we want to be sure to address why we have not already taken steps to move the structure and avoid the variation process. Due to a tree in the center of our yard the only other option would be to place the structure in the center of the yard, detached from any existing structure. Although this location may fall within the permitted zoning rules we do believe it would create more of a nuisance to the neighbor to our West. We specifically chose the current location to create minimal noise or light impact to any of our neighbors. It has always been our intention to never be labeled as "bad neighbors".

If there is any further information or clarification, contact me anytime and I will gladly discuss with you. Thank you again for your time and consideration with our variation requests.

-Anthony Maggiore
1414 Sequoia Lane
Darien, IL 60561

MEMO

PLAT OF SURVEY

OF

LOT 226 IN BROOKHAVEN MANOR, BEING A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 1414 SEQUOIA LANE

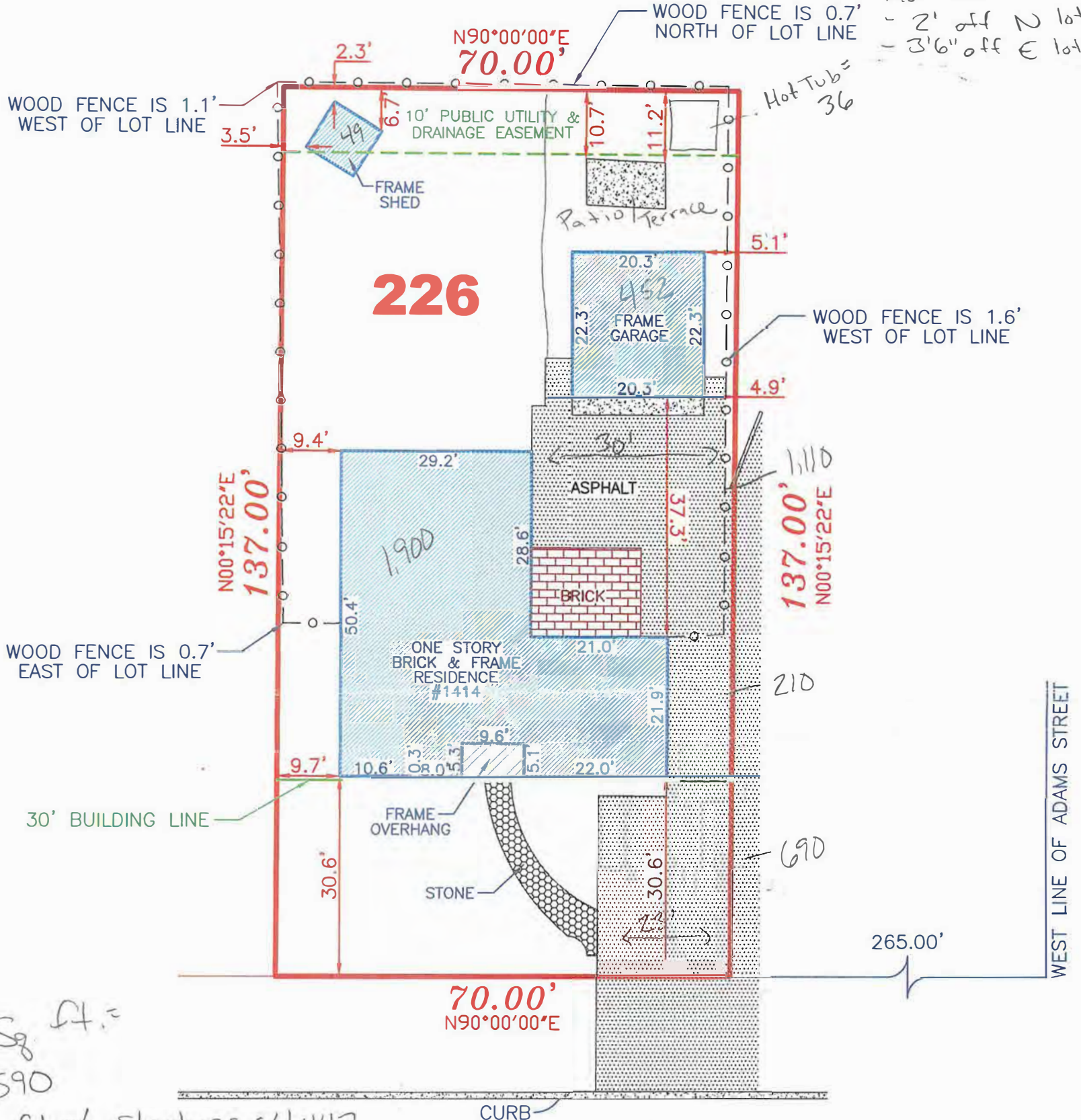
RECEIVED

NOV 19 2021

Patio Terrace sits:
- on N lot line
- 1'6" of E lot line

Hot Tub sits:
- 2' off N lot line
- 3'6" off E lot line

Community Development
City of Darien



Total Sq Ft. = 9,590

Total Sq ft of structures = 4,447

% = 46.3%

SEQUOIA LANE

R.O.W.: 66.00'

CLIENT: LAW OFFICE OF ANDRIUS SPOKAS

AREA OF SURVEY = 9590 SQ.FT.
BASIS OF BEARINGS: ASSUMED



STATE OF ILLINOIS } S. S.
COUNTY OF WILL }

FIELD WORK COMPLETED ON 20TH DAY OF OCTOBER, 2020.

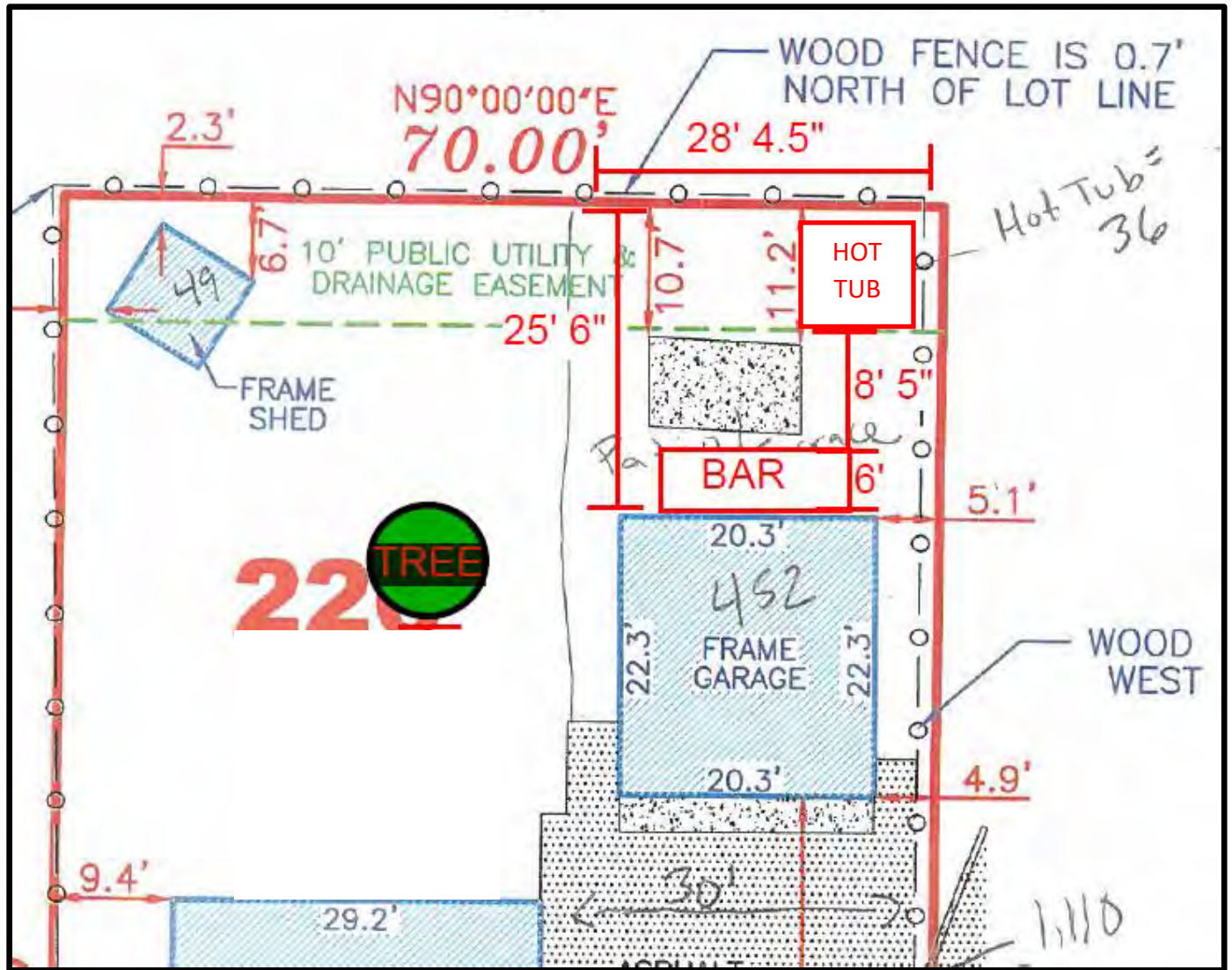
JNT LAND SURVEYING SERVICES INCORPORATED HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

Dated this 2ND Day of NOVEMBER, 2020.

IPLS No. 3354

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCE.

PROFESSIONAL DESIGN FIRM
LAND SURVEYOR CORPORATION
LICENSE NO. 184.004450
EXPIRES 4/30/21
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. LICENSE EXPIRES 11/30/20

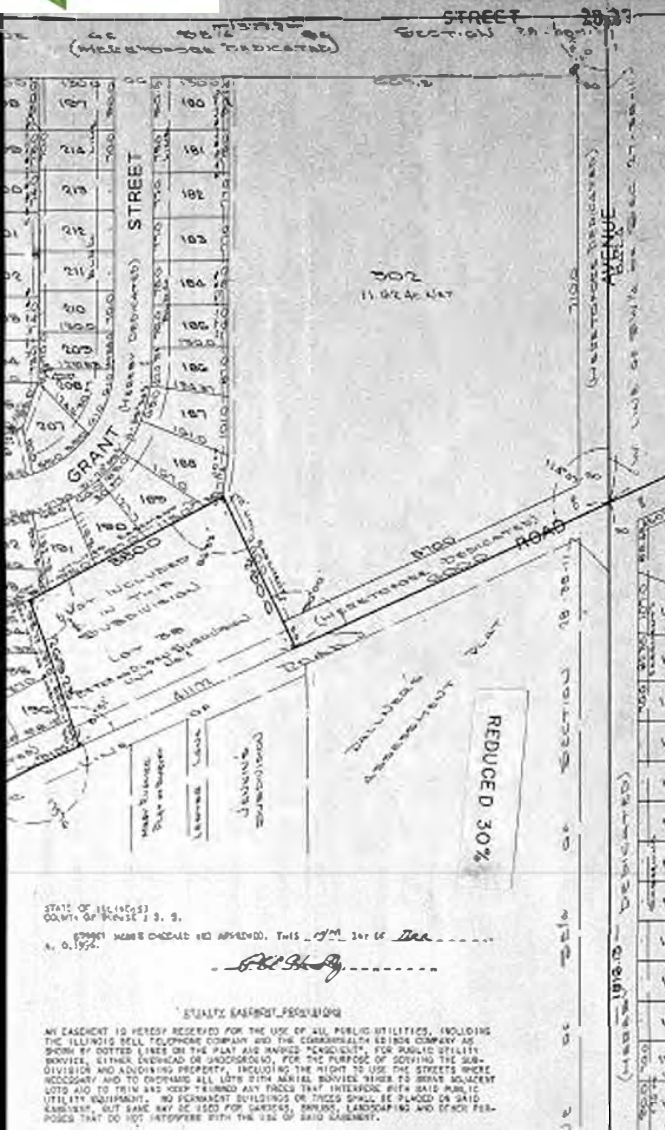


BROOKHAVEN MANOR

A SUBDIVISION IN SECTIONS 4 AND 20, TOWNSHIP 33 NORTH,
RANGE 31 EAST OF THE THIRD MERIDIAN, IN DEKALB
COUNTY, ILLINOIS.

SPECIAL EASEMENT PROVISIONS

PROSPECTIVE BUYERS ARE HEREBY ADVISED AS SHOWN ON THE ATTACHED PLAN
THAT THE TRACTS AS PART OF LINDEN AVE. 210, 211, 212, 213, 214, 215, 216,
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994, 995, 996, 997, 998, 999, 1000.



STATE OF ILLINOIS
COUNTY OF DEKALB, ILL.

BEFORE ME, the undersigned authority, on this 11th day of May, 1952, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SPECIAL EASEMENT PROVISIONS

ANY EASEMENT IS HEREBY RESERVED FOR THE USE OF ALL PUBLIC UTILITIES, INCLUDING THE ILLINOIS BELL TELEPHONE COMPANY AND THE COMMERCIAL EDISON COMPANY AS SHOWN BY DOTTED LINES ON THE PLAN AND SERVICE "CONVEYANCE" FOR PUBLIC UTILITY SERVICE, EITHER OVERHEAD OR UNDERGROUND, FOR THE PURPOSE OF SERVING THE SUBDIVISION AND ADJOINING PROPERTY, INCLUDING THE RIGHT TO USE THE STREETS WHERE NECESSARY AND TO OVERHEAD ALL LINES WITHIN THE SUBDIVISION NEAR TO BEING ACQUISITION AND TO TRIM AND KEEP TRIMMED ANY TREES THAT INTERFERE WITH SAID PUBLIC UTILITY EQUIPMENT. NO FORECAST BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, PATIOS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT.

















CITY OF DARIEN
ZONING VARIATIONS
JUSTIFICATION NARRATIVE

Purpose

To be consistent and fair, the City is obligated to make decisions on zoning variation requests based on findings-of-fact. The Applicant should write a justification narrative that contains evidence (facts) that support a conclusion (finding) that the variation is necessary and would not cause problems. It should include: a) explanation of why the variation is being requested, b) describe the 'hardship condition' of the property that makes it difficult to conform, c) estimate the impact on neighbors, and d) respond to each of the decision criteria below.

Decision Criteria (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

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

2c. The variation if granted will not alter the essential character of the locality.

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.

Jordan Yanke

From: MITCHELL, MATTHEW A <mm3781@att.com>
Sent: Wednesday, December 8, 2021 1:39 PM
To: Jordan Yanke
Cc: QUINN, JOHN W; GILBERT, ROBERT J
Subject: FW: Utility Inquiry - 1414 Sequoia Lane
Attachments: SITE PLAN.pdf

Jordan,

I did a quick desk review, it looks like we have existing Aerial copper facilities in this rear lot easement, on Joint owned poles with Com Ed. AT&T would need to retain easement rights on this property for the Aerial lines.

If you need anything further, the AT&T Engineer for the area is Bob Gilbert, info below.

phone (630) 573-5687

position Mgr Osp Plng & Engrg Design

mobile (630) 639-8373

email RG2721@att.com

Matthew Mitchell

Area Mgr Osp Plng & Eng Design
 ATO, Midwest C&E

AT&T

262 Ottawa ST Joliet, IL 60432
 T 779.230.6081 M 815.325.6626 | mm3781@att.com

MOBILIZING YOUR WORLD

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From: Jordan Yanke <jyanke@darienil.gov>
Sent: Tuesday, December 07, 2021 3:46 PM
To: QUINN, JOHN W <jq2983@att.com>
Subject: Utility Inquiry - 1414 Sequoia Lane

Hi John –

I have a Zoning Variation scheduled for public hearing next Wednesday (12/15). The case involves an already constructed patio/platform and hot tub that protrudes into an existing utility easement in the rear portion of 1414 Sequoia Lane (reference site plan attached). I am trying to understand whether AT&T has any existing utilities within the platted easement.

Can you inform if AT&T has existing utilities in the subject easement, or please forward this inquiry to a person that can advise? Any feedback would be much appreciated. Thanks.



Jordan Yanke

Senior Planner
1702 Plainfield Road, Darien, IL 60561

Email: jyanke@darienil.gov

Office: (630) 353-8113 |

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City of Darien
Planning Committee

Dear Committee,

As the neighbor to the East of 1414 Sequoia Lane, who shares a lot line with the project being discussed, I am stating for the purpose of the committee's decision-making process that I have no issue with the project and its location relative to my property.

Thank you,

Patrick Hulme
1410 Sequoia Lane

RECEIVED
NOV 19 2021
Community Development
City of Darien

AGENDA MEMO
Municipal Services Committee
January 24, 2022

ISSUE STATEMENT

A [resolution](#) authorizing the Mayor to execute a contract with LRS CleanSweep for the City of Darien's 2022 street sweeping program not to exceed \$44,750.00.

BACKGROUND/HISTORY

The Municipal Services Department solicited for sealed bids for the City's street sweeping services to be conducted in May, September and November at a per hour unit cost. The Staff has estimated a total of 345 hours to complete all three cycles. The Department also requested unit pricing for emergency sweeping services due to water main breaks and construction activities. An amount of \$3,500 has been designated as a contingency for additional hours required for sweepings and emergency events. See attached Bid Summary Sheet labeled as [Attachment A](#). The proposed contract also calls out for two additional contract extensions for 2023 and 2024. The proposed contract extensions will be reviewed for performance in December of their respective years and a recommendation will be forwarded to the Budget Committee in February of their respective years.

The proposed expenditure would be expended from the following account pending FY 22-23 Budget approval:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22-23 BUDGET	PROPOSED EXPENDITURE
01-30-4373	YEARLY SWEEPING SERVICES	\$33,550.00	\$33,550.00
01-30-4373	EMERGENCY SWEEPS	\$1,200.00	TBD
01-30-4373	CONTINGENCY	\$3,500.00	TBD
SUBTOTAL LRS CleanSweep		\$38,250.00	
0-30-4373	DISPOSAL-LRS recycles	\$6,500.00	\$6,500.00
TOTAL		\$44,750.00	TBD

STAFF RECOMMENDATION

Staff recommends approval of this resolution with LRS CleanSweep. The references for LRS CleanSweep have been verified with satisfactory results.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the February 7, 2022 for formal consideration and subject to the FY22-23 Budget approval.

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

SEALED BID: 2022-2024 Street Sweeping Services
OPENING DATE/TIME: January 5, 2022 @ 10:30 a.m.

2022 PRICING SCHEDULE		Waste Management			LRS		LRS	
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE		HOURLY RATE	
1	MAY 9 - MAY 16	70	\$ 140.00	\$ 9,800.00	\$ 122.00	\$ 8,540.00	\$ 122.00	\$ 8,540.00
2	JULY 11 - JULY 18	70	\$ 140.00	\$ 9,800.00	\$ 122.00	\$ 8,540.00	\$ 122.00	
3	SEPTEMBER 12 - SEPTEMBER 19	70	\$ 140.00	\$ 9,800.00	\$ 122.00	\$ 8,540.00	\$ 122.00	\$ 8,540.00
4	NOVEMBER 7 - NOVEMBER 14	135	\$ 140.00	\$ 18,900.00	\$ 122.00	\$ 16,470.00	\$ 122.00	\$ 16,470.00
	SUBTOTAL-A	345		\$ 48,300.00		\$ 42,090.00		\$ 33,550.00
	EMERGENCY CALL OUT	3	\$ 200.00	\$ 600.00	\$ 122.00	\$ 366.00	\$ 122.00	\$ 366.00
	SUBTOTAL-B			\$ 600.00		\$ 366.00		\$ 366.00
	TOTAL COST			\$ 48,900.00		\$ 42,456.00		\$ 33,916.00
	CONTINGENCY	1		\$ -				\$ 3,500.00
	2022 BUDGET			\$ 48,900.00		\$ 42,456.00		\$ 37,416.00
2023 PRICING SCHEDULE		Waste Management			LRS			
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE			
1	MAY 8 - MAY 15	70	\$ 147.00	\$ 10,290.00	\$ 125.66	\$ 8,796.20		
2	JULY 10 - JULY 17	70	\$ 147.00	\$ 10,290.00	\$ 125.66	\$ 8,796.20		
3	SEPTEMBER 11 - SEPTEMBER 18	70	\$ 147.00	\$ 10,290.00	\$ 125.66	\$ 8,796.20		
4	NOVEMBER 13 - NOVEMBER 20	135	\$ 147.00	\$ 19,845.00	\$ 125.66	\$ 16,964.10		
	SUBTOTAL-A	345		\$ 50,715.00		\$ 43,352.70		
	EMERGENCY CALL OUT	3	\$ 210.00	\$ 630.00	\$ 125.66	\$ 376.98		
	SUBTOTAL-B			\$ 630.00		\$ 376.98		
	TOTAL COST			\$ 51,345.00		\$ 43,729.68		
	CONTINGENCY	1		\$ -		\$ -		
	2023 BUDGET			\$ 51,345.00		\$ 43,729.68		
2024 PRICING SCHEDULE		Waste Management			LRS			
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE			
1	MAY 13 - MAY 20	70	\$ 155.00	\$ 10,850.00	\$ 129.43	\$ 9,060.10		
2	JULY 8 - JULY 15	70	\$ 155.00	\$ 10,850.00	\$ 129.43	\$ 9,060.10		
3	SEPTEMBER 9 - SEPTEMBER 16	70	\$ 155.00	\$ 10,850.00	\$ 129.43	\$ 9,060.10		
4	NOVEMBER 11 - NOVEMBER 18	135	\$ 155.00	\$ 20,925.00	\$ 129.43	\$ 17,473.05		
	SUBTOTAL-A	345		\$ 53,475.00		\$ 44,653.35		
	EMERGENCY CALL OUT	3	\$ 221.00	\$ 663.00	\$ 129.43	\$ 388.29		
	SUBTOTAL-B			\$ 663.00		\$ 388.29		
	TOTAL COST			\$ 54,138.00		\$ 45,041.64		
	CONTINGENCY	1		\$ -				
	2024 BUDGET			\$ 54,138.00		\$ 45,041.64		

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
LRS CLEANSWEEP FOR THE CITY OF DARIEN'S 2022 STREET SWEEPING
PROGRAM NOT TO EXCEED \$44,750.00**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract with LRS CleanSweep for the City of Darien's 2022 street sweeping program not to exceed \$44,750.00, 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, DUPAGE
COUNTY, ILLINOIS**, this 7th day of February 2022.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS**, this 7th day of February 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

STREET SWEEPING SERVICES FOR THE CITY OF DARIEN - 2022

Firm Name: LRS CleanSweep

Address: 1655 Powis Road

City, State, Zip Code: West Chicago, IL 60185

Contact Person: Jim Engineer

FEIN #: 80-0865048

Phone: (833) 222-2260 Fax: (773) 685-6043

Mobile: (773) 951-4655

E-mail Address: JEngineer@LRScycles.com

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

Addendum No. N/A, Dated _____

Addendum No. N/A, Dated _____

Schedule of Prices for:
STREET SWEEPING SERVICES

2022 SWEEPING PROGRAM 4-SWEEPINGS				
STREET SWEEPING SERVICES SCHEDULE	ESTIMATED UNITS	UNIT	COST PER HOUR	TOTAL COST
MAY 9 TH - MAY 16 TH	70	HOURLY	\$122.00	\$8,540.00
JULY 11 TH - JULY 18 TH	70	HOURLY	\$122.00	\$8,540.00
SEPTEMBER 12 TH – SEPTEMBER 19 TH	70	HOURLY	\$122.00	\$8,540.00
NOVEMBER 7 th – NOVEMBER 14 TH	135	HOURLY	\$122.00	\$16,470.00
SUB-TOTAL-A	345			\$42,090.00
EMERGENCY SERVICES	ESTIMATED UNITS	UNIT	COST PER HOUR	TOTAL COST
EMERGENCY CALL OUT	3	HOURLY	\$122.00	\$366.00
SUB-TOTAL-B	3			\$366.00
TOTALS-SUBTOTAL A & B 2022				\$42,456.00
DATES INDICATE TENTATIVE START DATE PERIOD				

LRS CleanSweep division employees are members of Local 673 International Brotherhood of Teamsters. Wages and benefits are governed by collective bargaining agreement.

CleanSweep drivers do not pick up leaves blown to the street by residents, but will sweep leaves that fall naturally to the street.

NOTE regarding Sunday street sweeping: Per union labor agreement, LRS CleanSweep is required to pay drivers double-time for any street sweeping performed on Sundays. Accordingly the rate for Sunday street sweeping requests will be \$244/hour.

Vendor Information

The Maintenance Contract shall begin on May 1, 2022 and be in effect until April 30, 2023. Two optional contract extensions may be considered and will be reviewed for recommendation by March of the respective subsequent year.

TO BE COMPLETED BY VENDOR

COMPANY NAME: LRS CleanSweep

CONTACT PERSON: Jim Engineer

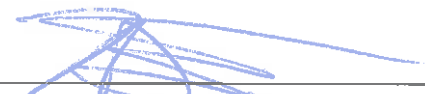
ADDRESS: 1655 Powis Road

CITY, STATE, ZIP CODE: West Chicago, IL 60185

TELEPHONE NUMBER: Office 833/222-2260 Mobile 773/951-4655

FACSIMILE NUMBER: 773/685-6043

E-MAIL ADDRESS: JEngineer@LRSrecycles.com

AUTHORIZED SIGNATURE: 

CITY OF DARIEN

CONTRACT

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and LRS CleanSweep (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

STREET SWEEPING SERVICES

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

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

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

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

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

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

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

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

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

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

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

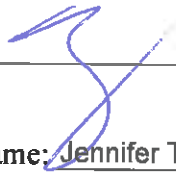
SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By:  _____

Print Name: _____

Print Name: Jennifer Torrey

Title: Mayor

Title: CleanSweep Operations Manager

Date: _____

Date: Jan. 4, 2022

AGENDA MEMO
Municipal Services Committee
January 24, 2022

ISSUE STATEMENT

Approval of a Supplemental Illinois Department of Transportation Resolution, ([IDOT BLR 14220](#)) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2020/21 General Maintenance - maintenance of various streets and rights of way that impact the City streets, in an amount not to exceed \$32,409.34.

Backup

BACKGROUND/HISTORY

The City Council approved an Illinois Department of Transportation Resolution for FY20/21 in the amount of \$681,899.16 for Motor Fuel Tax Fund (MFT) expenditures. The City is required to provide IDOT an annual expenditure close out report. Upon Staff review, a final summary was calculated for the various items, see [Attachment A, Supplemental BLR Form 14222](#). The main cost increase was due to snow and ice operations. The result is an increase of the Motor Fuel Tax expenditure in the amount of \$32,409.34, for a total expenditure of \$714,308.50. Per the IDOT guidelines, we are required to complete a Supplemental Resolution for the expenditure.

COMMITTEE RECOMMENDATION

Staff is requesting approval of the Supplemental Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2020/21 MFT General Maintenance.

ALTERNATE CONSIDERATION

No alternate consideration applicable.

DECISION MODE

This item will be placed on the February 7, 2022 City Council agenda for formal consideration.



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Supplemental	21-00000-00-GM

BE IT RESOLVED, by the Council of the City of Darien Illinois that there is hereby appropriated the sum of _____ Dollars (\$32,409.34)

Thirty Two Thousand Four Hundred Nine and 34/100 Dollars (\$32,409.34)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/20 to 04/30/21
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Darien shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I JoAnne E. Ragona City Clerk in and for said City of Darien in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Darien at a meeting held on 02/07/22

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of February, 2022

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Estimate of Maintenance Costs

Submission Type **Supplemental**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
City of Darien	DuPage	21-00000-00-GM	05/01/20	04/30/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1. Aggregate Stone CA-6 & CA-7	IIA				-1	\$8,506.77	(\$8,506.77)	\$8,506.77
2. Pavement Patching - Hot	IIA				-1	\$6,120.28	(\$6,120.28)	(\$6,120.28)
3. Pavement Patching - Cold	IIA				1	\$1,535.40	\$1,535.40	\$1,535.40
4. Snow & Ice Control	I				-1	\$117,447.58	(\$117,447.58)	(\$117,447.58)
5. Storm Sewer	I				1	\$14,922.92	\$14,922.92	\$14,922.92
6. Pavement Marking	IIA				1	\$35,018.60	\$35,018.60	\$35,018.60
7. Street Sign Maint.	IIA				1	\$10,482.59	\$10,482.59	\$10,482.59
8. Mowing-public ROW	IIA				-1	\$38,240.99	(\$38,240.99)	(\$38,240.99)
9. Catch basin cleaning	IIA				-1	\$3,668.69	(\$3,668.69)	(\$3,668.69)
10. Tree Removal	IIA				-1	\$9,756.17	(\$9,756.17)	(\$9,756.17)
11. Energy	I				1	\$3,593.01	\$3,593.01	\$3,593.01
12. Concrete Gen Maint. Insp	I				1	\$16,800.00	\$16,800.00	\$16,800.00
13. FICA/IMRF					1	\$51,965.00	\$51,965.00	\$51,965.00
Total Operation Cost								(\$32,409.42)

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	(\$32,409.42)			(\$32,409.42)
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	(\$32,409.42)			(\$32,409.42)

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	(\$32,409.42)			(\$32,409.42)

Remarks

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Darien	DuPage	21-00000-00-GM	05/01/20	04/30/21

SUBMITTED

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title
<input type="text"/>

APPROVED

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>



Local Public Agency General Maintenance



Maintenance Expenditure Statement

 Submittal Type

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
City of Darien	DuPage	21-00000-00-GM	05/01/20	04/30/21

Maintenance Items

Maintenance Operation	Maint Eng Category	LPA Labor	LPA Equipment Rental	Materials/ Contracts (Non Bid)	Materials/ Deliver & Install, Request for Quotations (Bid Items)	Formal Contract (Bid Items)	Total Operation Cost	Operation Engineering Inspection Fee
1. Aggregate Stone CA-6 & CA-7	IIA	\$1,917.77			\$6,455.46		\$8,373.23	
2. Pavement Patching-hot	IIA	\$35,434.63					\$35,434.63	
3. Pavement Patching-cold	IIA	\$4,586.04					\$4,586.04	
4. Snow & ice Control	I	\$181,433.03			\$266,882.81		\$448,315.84	
5. Storm Sewer Maint.	IIA	\$48,796.15			\$5,835.03		\$54,631.18	
6. Pavement Marking	IIA	\$2,578.26					\$2,578.26	
7. Street Sign Maint	IIA	\$2,578.26					\$2,578.26	
8. Mowing	IIA	\$73,850.74					\$73,850.74	
9. Catch Basin cleaning	IIA	\$18,862.94					\$18,862.94	
10. Tree Removal	IIA	\$33,690.47					\$33,690.47	
11. Energy	I			\$31,406.91			\$31,406.91	
Total Cost							\$714,308.50	

Maintenance Engineering Cost Summary

	Costs
Preliminary Engineering Fee	
Engineering Inspection Fee	
Material Testing Costs	
Advertising Costs	
Bridge Inspection Costs	
Maintenance Engineering Total	

	Maintenance	Maint. Engineering
Total Maintenance Program Costs	\$714,308.50	
Contributions, Refunds, Paid with Other Funds		
Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion	\$714,308.50	
Motor Fuel Tax Portion	\$714,308.50	
Motor Fuel Tax Authorized	\$681,899.16	
Surplus/Deficit	(\$32,409.34)	
Rebuild Illinois Portion		
Rebuild Illinois Authorized		
Surplus/Deficit		
The difference between, "Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion," "Motor Fuel Tax Portion," and "Rebuild Illinois Portion" must equal zero (0).	\$0.00	

Remarks

Maintenance Expenditure Statement

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Darien	DuPage	21-00000-00-GM	05/01/20	04/30/21

I hereby certify that the maintenance operations shown above were completed in accordance with Illinois State Statues and Bureau of Local Roads Streets Manual, for the work during the maintenance period stated above, and that receipted bills are on file and available for review.

SUBMITTED

Local Public Agency Official	Date
<input type="text"/>	<input type="text"/>

Title

County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

APPROVED

Regional Engineer Department of Transportation	Date
<input type="text"/>	<input type="text"/>



Illinois Department of Transportation

RESOLUTION NO. R-27-20

Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	21-00000-00-GM

BE IT RESOLVED, by the Council of the City of Darien Illinois that there is hereby appropriated the sum of Six Hundred Eighty - One Thousand Eight Hundred Nine y - Nine and 16/100 Dollars (\$681,899.16)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/20 to 04/30/21 Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Darien shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I JoAnne E. Ragona City Clerk in and for said City of Darien in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Darien at a meeting held on 04/20 20 Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day of April, 2020 Day Month, Year



Clerk Signature
JoAnne E. Ragona

APPROVED

Regional Engineer Department of Transportation	Date

Ayes: 7 - Belczak, Chlystek, Kenny, Marchese, Schauer, Sullivan, Vaughan

Nays: 0 - NONE

Absent: 0 - NONE



Local Public Agency General Maintenance



Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
City of Darien	DuPage	21-00000-00-GM	05/01/20	04/30/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1)Aggregate Stone	IIA		Stone CA-6 CA-7	Tons	1,000	\$16.25	\$16,250.00	
(Should Maint)			Labor-5 Gen Util Wkrs City Staff	Av Hr	15	\$42.00	\$630.00	\$16,880.00
(Culvert Backfill)								
2)Pavement Patching-hot	IIB		Surface Bituminous hot pothole patching	Tons	310	\$55.00	\$17,050.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	335	\$36.61	\$12,264.35	
			Surface Bituminous cold pothole patching	Tons	80	\$60.00	\$4,800.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	48	\$27.53	\$1,321.44	\$35,435.79
3)Snow & Ice Control	I		Road Salt-Joint Purchase w/Dupage County	Tons	2,500	\$85.50	\$213,750.00	
	IIA		Geo Melt 55 NIGP Code	Gallons	9,000	\$2.00	\$18,000.00	
	IIA		Geo Melt Labor to Treat Salt Outsource	Tons	1,000	\$15.00	\$15,000.00	
	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	1,442	\$37.53	\$54,118.26	
	IIA		Therma Point	Gallons	2,000	\$15.00	\$30,000.00	\$330,868.26
4)Storm Sewer Maint	IIA		Storm Sewer Material	LS	1	\$18,500.00	\$18,500.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	1,535	\$33.26	\$51,054.10	\$69,554.10
5)Pavement Marking	IIB		Striping-Paint Thermal Contract NWMC	LS	1	\$34,500.00	\$34,500.00	
			Labor-5 Gen Util Wkrs CityStaff	Av Hr	86	\$36.01	\$3,096.86	\$37,596.86
6)Street Sign Maint	IIA		Signs	LS	1	\$10,000.00	\$10,000.00	
	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	85	\$36.01	\$3,060.85	\$13,060.85
7)Mowing(Public ROW)	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	1,265	\$28.15	\$35,609.75	\$35,609.75
8)Catch Basin Cleaning	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	275	\$37.07	\$10,194.25	
Catch Basin Cleaning Jetting	IIA		Equipment-Rental	LS	1	\$5,000.00	\$5,000.00	\$15,194.25
9)Tree Trimming/Removals	IIA		Tree Trimming	Av Hr	200	\$25.00	\$5,000.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	385	\$49.18	\$18,934.30	\$23,934.30
10)Concrete Gen Maint Inspection	IIA		Labor-1 Gen Util Wkr City Staff	Av Hr	480	\$35.00	\$16,800.00	\$16,800.00

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Darien	DuPage	21-00000-00-GM	05/01/20	04/30/21

11)Energy Power Distribution	IIB	Power Cost - contract Com Ed/Constellation	LS	1	\$35,000.00	\$35,000.00	\$35,000.00
Total Operation Cost							\$629,934.16

Estimate of Maintenance Costs Summary

	MFT Funds	Other Funds	Estimated Costs
Maintenance			
Local Public Agency Labor			
Local Public Agency Equipment			
Materials/Contracts(Non Bid Items)			
Materials/Deliver & Install/Request for Quotations (Bid Items)			
Formal Contract (Bid Items)			
Maintenance Total			

Estimated Maintenance Eng Costs Summary

	MFT Funds	Other Funds	Total Est Costs
Maintenance Engineering			
Preliminary Engineering			
Engineering Inspection			
Material Testing			
Advertising			
Bridge Inspection Engineering			
Maintenance Engineering Total			
Total Estimated Maintenance			

Remarks

SUBMITTED

Local Public Agency Official Date 4/21/20

Title City Clerk

County Engineer/Superintendent of Highways Date

APPROVED

Regional Engineer Date
 Department of Transportation



April 8, 2020

Mr. Anthony Quigley, P.E.
Deputy Directors of Highways,
Region One Engineer
Division of Highways/Region One/District One
201 West Center Ct.
Schaumburg, IL 60196-1096

RE: Section Number 21-00000-00-RF

Dear Mr. Quigley:

In accordance with the Bureau of Local Roads and Streets Administrative Policy Manual, the following is an estimate of the allotted MFT monies to spend by the City during the Fiscal Year ending April 30, 2021:

Estimated Total Expenditures for:

FICA	\$15,190
IMRF	\$33,222
MEDICARE	\$ 3,553
TOTAL	\$51,965

If you have any questions regarding this matter, please contact Dan Gombac, Director of Municipal Services at dgombac@darienil.gov or via telephone at (630)353-8106.

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac", is written over a horizontal line.

Daniel Gombac
Director of Municipal Services

cc: Bryon Vana, City Administrator
Julie Saenz, City Accountant

AGENDA MEMO
Municipal Services Committee
January 24, 2022

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to execute an amended contract extension with Rag's Electric, Inc., for the 2022 Street Light Maintenance beginning May 1, 2022 through April 30, 2023.

BACKGROUND/HISTORY

On December 2, 2020 staff had received four (4) sealed bids for the 2021-22 Street Light Maintenance Contract. While the attached tabulation also included a pricing schedule for two additional option years, Rags Electric was not the lowest price for the subsequent years. Upon the expiration of the proposed contract ending April 30, 2022, Staff reviewed the contract and negotiated amended pricing. Attached, please find the amended bid tabulation, labeled as [Attachment A](#), for costs to repair street lights, hourly rates for labor, equipment, and lamp costs.

Below, please find a summary of the items within the proposed contract and attached please find [Attachment B](#)-labeled as Proposed Cost Estimates for 2022-23.

Item 1A-Cost to Repair Street Light - This item requires the vendor to repair the street light at a specified unit cost. The repair would include equipment labor and the LED fixture.

~~*Item 1B-Cost to Repair Ballast~~— This item requires the vendor to repair the ballast at a specified unit cost. The repair would include equipment labor and the ballast. **This item is no longer required for the City of Darien. All lighting has been converted to LED lights which do not require a ballast. The bid pricing for this item has been removed.**

Item 1C-Cost to Repair Fuse Kit - This item requires the vendor to repair the fuse kit at a specified unit cost. The repair would include equipment labor and the fuse kit.

Item 2-Hourly Rate for Labor and Equipment - This item requires the vendor to provide unit costs on an hourly basis for labor and equipment. Such items would include a light pole knock down, identifying a ground fault or any other extraordinary mishaps.

Items 3-Lamp Charges -This item requires the vendor to provide unit pricing for various LED lamps to re-lamp a light pole(s) to a specified wattage. These items would be utilized if it was determined that an increased or reduced wattage light bulb would better serve an intersection or residence.

Option 4a-Aluminum Pole-Option 4b-Concrete Pole-Option 5-Uniduct-Option 6-Straightening Concrete Poles – Annually, the City of Darien receives 3-4 petitioned requests for the installation of an aluminum or concrete street lights. The light pole installation will be subject to an additional cost for Uniduct wiring, at a per a lineal foot unit price installed. The Straightening Concrete Poles is an item that is occasionally utilized due to pole being a direct bury and subject to tilting due to frost and thaw cycles.

The 2022-23 Budget calls out for the funding for the Street Light Program from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE
01-30-4359	STREET LIGHT OPERATION & MAINTENANCE	\$ 32,000	\$ 32,000
01-30-4359	STREET LIGHT INSTALLATION	\$ 12,000	\$ 12,000
	TOTAL	\$ 44,000	\$ 44,000

STAFF RECOMMENDATION

Staff recommends approval of the resolution. The vendor has provided quality service to the City since 2012.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the City Council agenda for formal approval at the February 7, 2022, City Council meeting, and pending budget consideration.

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

SEALED BID: 2021-2023 Street Light Maintenance

OPENING DATE/TIME: December 2, 2020 @ 10:00 a.m.

		H & H Electric Company	H & H Electric Company	Meade, Inc.	Meade, Inc.	Electric Conduit Construction	Electric Conduit Construction	Rag's Electric, Inc.	Rag's Electric, Inc.		
		adjusted total		adjusted total		adjusted total		adjusted total			
								re-negotiated			
ITEM	DESCRIPTION										
	Part A - 2021	\$ 49,604.30	\$ 45,408.30	\$ 63,513.23	\$ 58,773.23	\$ 186,225.36	\$ 165,666.76	\$ 43,623.00	\$ 43,623.00		
	Part B - 2021	\$ 1,170.00	\$ 1,170.00	\$ 1,229.72	\$ 1,229.72	\$ 2,116.74	\$ 2,116.74	\$ 802.00	\$ 802.00		
	Total 2021	\$ 50,774.30	\$ 46,578.30	\$ 64,742.95	\$ 60,002.95	\$ 188,342.10	\$ 167,783.50	math error on bid \$44,425.20	\$ 44,425.00	math error on bid \$44,425.20	\$ 44,425.00
	Part A - 2022	\$ 49,604.30	\$ 45,408.30	\$ 65,474.05	\$ 60,594.05	\$ 195,536.09	\$ 173,949.69	\$ 46,138.00	\$ 45,638.00		
	Part B - 2022	\$ 1,170.00	\$ 1,170.00	\$ 1,268.78	\$ 1,268.78	\$ 2,222.60	\$ 2,222.60	\$ 827.00	\$ 827.00		
	Total 2022	\$ 50,774.30	\$ 46,578.30	\$ 66,742.83	\$ 61,862.83	\$ 197,758.69	\$ 176,172.29	math error on bid \$46,965.20	\$ 46,965.00	math error on bid \$46,965.20	\$ 46,465.00
	Part A - 2023	\$ 49,604.30	\$ 45,408.30	\$ 67,458.59	\$ 62,438.69	\$ 205,312.00	\$ 182,646.20	\$ 48,646.00	\$ 48,646.00		
	Part B - 2023	\$ 1,170.00	\$ 1,170.00	\$ 1,307.79	\$ 1,307.79	\$ 2,333.73	\$ 2,333.73	\$ 845.00	\$ 845.00		
	Total 2023	\$ 50,774.30	\$ 46,578.30	math error on bid \$68,766.48	\$ 68,766.38	\$ 207,645.73	\$ 184,979.93	math error on bid \$49,491.20	\$ 49,491.00	math error on bid \$49,491.20	\$ 49,491.00
	TOTAL	\$152,322.90	\$139,734.90	\$ 200,252.16	\$ 185,612.26	\$ 593,746.52	\$ 528,935.72	\$ 140,881.00	\$ 140,381.00		

*Adjusted totals - City of Darien no longer utilizes ballast All lighting has been converted to LED which does not have ballasts. Pricing has been removed from total.

BID TALLY

Company Name	Year	Street Light Repair Total Item 1	Hourly Labor Rate Ranking Item 2	Lamp Charges Items 3a,b,c,d,e	Option 4a Aluminum Pole	Option 4b Concrete Pole	Option 5 Cost for Uniduct	Option 6 Straighten Concrete Poles	Total Unit Costs
H & H Electric Co	2021	\$ 227.20	\$ 843.10	\$ 2,760.80	\$ 4,158.40	\$ 5,110.80	\$ 8.30	\$ 541.40	\$ 13,650.00
	2022	\$ 227.20	\$ 843.10	\$ 2,760.80	\$ 4,158.40	\$ 5,110.80	\$ 8.30	\$ 541.40	\$ 13,650.00
	2023	\$ 227.20	\$ 843.10	\$ 2,760.80	\$ 4,158.40	\$ 5,110.80	\$ 8.30	\$ 541.40	\$ 13,650.00
Meade Inc.	2021	\$ 474.00	\$ 744.72	\$ 2,898.47	\$ 3,190.34	\$ 5,042.98	\$ 19.37	\$ 625.00	\$ 12,994.88
	2022	\$ 488.00	\$ 766.78	\$ 2,970.31	\$ 3,302.00	\$ 5,219.48	\$ 20.47	\$ 644.00	\$ 13,411.04
	2023	\$ 502.00	\$ 780.79	\$ 3,044.56	\$ 3,417.57	\$ 5,402.16	\$ 21.08	\$ 663.00	\$ 13,831.16
Electric Conduit Construction	2021	\$ 1,853.88	\$ 1,026.62	\$ 2,270.40	\$ 5,613.78	\$ 6,572.84	\$ 32.16	\$ 785.25	\$ 18,154.93
	2022	\$ 1,946.56	\$ 1,077.95	\$ 2,383.94	\$ 5,894.47	\$ 6,901.48	\$ 33.77	\$ 824.51	\$ 19,062.68
	2023	\$ 2,043.90	\$ 1,131.86	\$ 2,603.12	\$ 6,189.20	\$ 7,246.56	\$ 35.45	\$ 865.73	\$ 20,115.82
Rag's Electric Inc.	2021	\$ 240.00	\$ 520.00	\$ 2,503.00	\$ 3,200.00	\$ 3,900.00	\$ 14.00	\$ 280.00	\$ 10,657.00
	2022	\$ 250.00	\$ 535.00	\$ 2,503.00	\$ 3,300.00	\$ 4,000.00	\$ 16.00	\$ 300.00	\$ 10,904.00
	2023	\$ 270.00	\$ 543.00	\$ 2,503.00	\$ 3,400.00	\$ 4,100.00	\$ 18.00	\$ 320.00	\$ 11,154.00

2021 PRICING	
Company Name	Item 1 Cost of Street Light Repair
H & H Electric Co	\$ 227.20
Rag's Electric, Inc.	\$ 240.00
Meade, Inc.	\$ 474.00
Electric Conduit Construction	\$ 1,853.88
2022 PRICING	
Company Name	Cost of Street Light Repair
H & H Electric Co	\$ 227.20
Rag's Electric, Inc.	\$ 250.00
Meade, Inc.	\$ 488.00
Electric Conduit Construction	\$ 1,946.56
2023 PRICING	
Company Name	Cost of Street Light Repair
H & H Electric Co	\$ 227.20
Rag's Electric, Inc.	\$ 270.00
Meade, Inc.	\$ 502.00
Electric Conduit Construction	\$ 2,043.90
*Revised total without ballast costs	

HOURLY RATES

2021 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 131.20	\$ 196.80	\$ 118.10	\$ 177.10	\$ 53.30	\$ 93.30	\$ 20.00	\$ 53.30	\$ 843.10
Meade, Inc.	\$ 131.89	\$ 195.20	\$ 102.91	\$ 151.72	\$ 43.00	\$ 49.00	\$ 22.00	\$ 49.00	\$ 744.72
Electric Conduit Constructi	\$ 181.17	\$ 247.05	\$ 163.05	\$ 222.35	\$ 42.00	\$ 75.00	\$ 39.00	\$ 57.00	\$ 1,026.62
Rag's Electric, Inc.	\$ 115.00	\$ 170.00	\$ 75.00	\$ 115.00	\$ 32.00	\$ 3.00	\$ 5.00	\$ 5.00	\$ 520.00

2022 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 131.20	\$ 196.80	\$ 118.10	\$ 177.10	\$ 53.30	\$ 93.30	\$ 20.00	\$ 53.30	\$ 843.10
Meade, Inc.	\$ 135.85	\$ 201.05	\$ 106.00	\$ 156.88	\$ 44.00	\$ 50.00	\$ 23.00	\$ 50.00	\$ 766.78
Electric Conduit Constructi	\$ 190.23	\$ 259.40	\$ 171.21	\$ 233.46	\$ 44.10	\$ 78.75	\$ 40.95	\$ 59.85	\$ 1,077.95
Rag's Electric, Inc.	\$ 120.00	\$ 180.00	\$ 75.00	\$ 115.00	\$ 32.00	\$ 3.00	\$ 5.00	\$ 5.00	\$ 535.00

2023 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 131.20	\$ 196.80	\$ 118.10	\$ 177.10	\$ 53.30	\$ 93.30	\$ 20.00	\$ 53.30	\$ 843.10
Meade, Inc.	\$ 131.93	\$ 207.09	\$ 109.18	\$ 161.59	\$ 45.00	\$ 51.00	\$ 24.00	\$ 51.00	\$ 780.79
Electric Conduit Constructi	\$ 199.74	\$ 272.37	\$ 179.77	\$ 245.14	\$ 46.31	\$ 82.69	\$ 43.00	\$ 62.84	\$ 1,131.86
Rag's Electric, Inc.	\$ 123.00	\$ 185.00	\$ 75.00	\$ 115.00	\$ 32.00	\$ 3.00	\$ 5.00	\$ 5.00	\$ 543.00

2021 PRICING	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F-MV-NW-2-GY-1A		Leotak GC2-80F-MV-NW-3-GY-1A		Eye Lighting LES-37W-333-840-HWD		Eye Lighting LES-57W-333-840-HWD		Eye Lighting P-L4-45-5-7-U-Y-N-R-E1		
Company Name											Total Lamp Charge
H & H Electric Company		\$ 345.50		\$ 695.90		\$ 308.40		\$ 344.20		\$ 1,066.80	\$ 2,760.80
Meade Inc.		\$ 402.50		\$ 727.66		\$ 365.69		\$ 404.69		\$ 997.93	\$ 2,898.47
Electric Conduit Construction		\$ 284.90		\$ 564.30		\$ 258.50		\$ 287.10		\$ 875.60	\$ 2,270.40
Rag's Electric Inc.		\$ 305.00		\$ 595.00		\$ 298.00		\$ 325.00		\$ 980.00	\$ 2,503.00
2022 PRICING	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F-MV-NW-2-GY-1A		Leotak GC2-80F-MV-NW-3-GY-1A		Eye Lighting LES-37W-333-840-HWD		Eye Lighting LES-57W-333-840-HWD		Eye Lighting P-L4-45-5-7-U-Y-N-R-E1		
Company Name											Total Lamp Charge
H & H Electric Company		\$ 345.50		\$ 695.90		\$ 308.40		\$ 344.20		\$ 1,066.80	\$ 2,760.80
Meade Inc.		\$ 412.56		\$ 745.85		\$ 374.83		\$ 414.19		\$ 1,022.88	\$ 2,970.31
Electric Conduit Construction		\$ 299.15		\$ 592.52		\$ 271.43		\$ 301.46		\$ 919.38	\$ 2,383.94
Rag's Electric Inc.		\$ 305.00		\$ 595.00		\$ 298.00		\$ 325.00		\$ 980.00	\$ 2,503.00
2023 PRICING	ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
	Leotek GCM2-40F-MV-NW-2-GY-1A		Leotak GC2-80F-MV-NW-3-GY-1A		Eye Lighting LES-37W-333-840-HWD		Eye Lighting LES-57W-333-840-HWD		Eye Lighting P-L4-45-5-7-U-Y-N-R-E1		
Company Name											Total Lamp Charge
H & H Electric Company		\$ 345.50		\$ 695.90		\$ 308.40		\$ 344.20		\$ 1,066.80	\$ 2,760.80
Meade Inc.		\$ 422.87		\$ 764.50		\$ 384.20		\$ 424.54		\$ 1,048.45	\$ 3,044.56
Electric Conduit Construction		\$ 314.10		\$ 622.14		\$ 385.00		\$ 316.53		\$ 965.35	\$ 2,603.12
Rag's Electric Inc.		\$ 305.00		\$ 595.00		\$ 298.00		\$ 325.00		\$ 980.00	\$ 2,503.00

2021 - OPTION SUMMARY

Company Name	Option 4a Aluminum Pole (Each)	Option 4b Concrete Pole (Each)	Option 5 Cost for Uniduct (Per Foot)	Option 6 Straightening Concrete Poles (Each)	Total Option Price
H & H Electric, Co.	\$ 4,158.40	\$ 5,110.80	\$ 8.30	\$ 541.40	\$ 9,818.90
Meade, Inc.	\$ 3,190.34	\$ 5,042.98	\$ 19.37	\$ 625.00	\$ 8,877.69
Electric Conduit Construction	\$ 5,613.78	\$ 6,572.84	\$ 32.16	\$ 785.25	\$ 13,004.03
Rag's Electric, Inc.	\$ 3,200.00	\$ 3,900.00	\$ 14.00	\$ 280.00	\$ 7,394.00

2022 - OPTION SUMMARY

H & H Electric, Co.	\$ 4,158.40	\$ 5,110.80	\$ 8.30	\$ 541.40	\$ 9,818.90
Meade, Inc.	\$ 3,302.00	\$ 5,219.48	\$ 20.47	\$ 644.00	\$ 9,185.95
Electric Conduit Construction	\$ 5,894.47	\$ 6,901.48	\$ 33.77	\$ 824.51	\$ 13,654.23
Rag's Electric, Inc.	\$ 3,300.00	\$ 4,000.00	\$ 16.00	\$ 300.00	\$ 7,616.00

2023 - OPTION SUMMARY

H & H Electric, Co.	\$ 4,158.40	\$ 5,110.80	\$ 8.30	\$ 541.40	\$ 9,818.90
Meade, Inc.	\$ 3,417.57	\$ 5,402.16	\$ 21.08	\$ 663.00	\$ 9,503.81
Electric Conduit Construction	\$ 6,189.20	\$ 7,246.56	\$ 35.45	\$ 865.73	\$ 14,336.94
Rag's Electric, Inc.	\$ 3,400.00	\$ 4,100.00	\$ 18.00	\$ 320.00	\$ 7,838.00

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED CONTRACT EXTENSION WITH RAG’S ELECTRIC, INC., FOR THE 2022 STREETLIGHT MAINTENANCE BEGINNING MAY 1, 2022 THROUGH APRIL 30, 2023

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute an amended contract extension for the maintenance services to repair streetlights as required within the City Limits between the City of Darien and Rag’s Electric Inc. The contract further identifies a pricing schedule referred to as “Schedule of Prices” for various street light repairs and options, 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 7th day of February, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of February, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

CONTRACT

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

WITNESSETH

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

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

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

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

Street Light Maintenance for City of Darien right of ways & private property commercial parking lots (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

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

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

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a

lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

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

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS

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

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

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

manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

SECTION II – REQUIRED BID SUBMISSION DOCUMENTS

BIDDER SUMMARY SHEET

STREET LIGHT MAINTENANCE FOR THE CITY OF DARIEN RIGHT OF WAY & PRIVATE PROPERTY COMMERCIAL PARKING LOTS-2021

Firm Name: Rag's Electric, Inc.

Address: 6805 Hobson Valley Dr., Unit 105

City, State, Zip Code: Woodridge, IL. 60517

Contact Person: Patrick Durkin

FEIN #: 20-5012784

Phone: (630) 739-7247 Fax: (630) 739-7 424

Cell: (773) 619-7640

E-mail Address: ragselectric@aol.com

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices for:

STREET LIGHT MAINTENANCE SERVICES PROPOSAL FOR STREET LIGHTS AND POLES LOCATED WITHIN THE RIGHT OF WAYS

Item No.	Items	Unit	Quantity	Unit Price	Total
2022 PRICING					
1	Total cost to repair Street Light Outage	Each	100	\$215.00 210.00	\$21,500.00 21,000
	Total cost to supply, remove and replace ballast	Each	20	\$0.00	\$0.00
	Total cost to supply, remove and replace fuse kit	Each	20	\$40.00	\$800.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$120.00	\$120.00
	Journeyman – Over Time	HR	1	\$180.00	\$180.00
	Helper – Straight Time	HR	1	\$75.00	\$75.00
	Helper – Over Time	HR	1	\$115.00	\$115.00
	Bucket Truck	HR	1	\$32.00	\$32.00
	Lift Truck	HR	1	\$3.00	\$3.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$5.00	\$5.00
3.	Material Costs				
a.	Leotek GCM2-40F-MV-NW-2-GY-1A	Each	1	\$305.00	\$305.00
b.	Leotek GC2-80F-MV-NW-3-GY-1A	Each	1	\$595.00	\$595.00
c.	Eye Lighting LES-37W-333-840-HWD	Each	1	\$298.00	\$298.00
d.	Eye Lighting LES-57W-333-840-HWD	Each	1	\$325.00	\$325.00
e.	Eye Lighting P-L4-45-5-7-U-Y-N-R-EI	Each	1	\$980.00	\$980.00
4-option	Purchase and Installation of Street Light				
a.	Aluminum pole 25' height with 8' arm – with LED Driver and Leotek GCM2-40F-MV-NW-2-GY-1A	Each	2	\$3,300.00	\$6,600.00
b.	Concrete pole 25' height with 8' arm - with LED Driver and Leotek GCM2-40F-MV-NW-2-GY-1A	Each	2	\$4,000.00	\$8,000.00
5-option	Unit cost for Uniduct (Material and Installation) Material 1 1/4" – XLP-USP with 3 #6 Copper Wires	Ft.	200	\$16.00	\$3,200.00
6-option	Straightening of Concrete Light Poles	Each	10	\$300.00	\$3,000.00
Part A Sub-Total					\$46,138.00 45,638.00

NOTE TO ALL CONTRACTORS:

The bid tabulations will be based upon **Total Cost** of items 1, 2, 3, 4, 5 and 6.

Schedule of Prices for:

**LIGHT POLE MAINTENANCE SERVICES FOR
PRIVATE PROPERTY COMMERCIAL PARKING LOTS**

Item No.	Items	Unit	Quantity	Unit Price	Total
2022 PRICING					
1	Total cost to repair Street Light Outage	Each	1	\$180.00	\$180.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$120.00	\$120.00
	Journeyman – Over Time	HR	1	\$180.00	\$180.00
	Helper – Straight Time	HR	1	\$75.00	\$75.00
	Helper – Over Time	HR	1	\$115.00	\$115.00
	Bucket Truck	HR	1	\$32.00	\$32.00
	Lift Truck	HR	1	\$3.00	\$3.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$5.00	\$5.00
3	Material Costs – High Pressure Sodium:				
	Brand:				
	100 Watt	Each	1	\$10.00	\$10.00
	150 Watt	Each	1	\$10.00	\$10.00
	200 Watt	Each	1	\$12.00	\$12.00
	250 Watt	Each	1	\$12.00	\$12.00
4	Material Costs – Mercury Vapor:				
	Brand:				
	100 Watt	Each	1	\$10.00	\$10.00
	175 Watt	Each	1	\$12.00	\$12.00
	250 Watt	Each	1	\$12.00	\$12.00
5	Material Costs – Mercury Halide:				
	Brand:				
	100 Watt	Each	1	\$10.00	\$10.00
	175 Watt	Each	1	\$12.00	\$12.00
	250 Watt	Each	1	\$12.00	\$12.00
Part B Sub-Total					\$827.00

NOTE TO ALL CONTRACTORS:

The bid tabulations will be based upon **Total Cost** of items 1, 2, 3, 4, and 5.

TOTAL COST SUMMARY

SUMMARY COSTS	2021	2022	2023
Part A Sub-Total	\$43,6263.20 \$43,623.00	\$46,138.20 \$45,638.00	\$48,646.20
Part B Sub-Total	\$802.00	\$827.00	\$845.00
Total Cost of A+B	\$44,425.20 \$44,425.00	\$46,965.20 \$46,465.00	\$49,491.20

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

Firm Name: Rag's Electric, Inc.

Signature of Authorized Representative: _____



Title: President

Date: November 30, 2020

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

AGENDA MEMO
Municipal Services Committee
January 24, 2022

ISSUE STATEMENT

A [resolution](#) accepting the unit price proposal for analytical soil testing fees from Clean Soils Consulting, LLC at the proposed unit prices for certain waste for a period of May 1, 2022 through April 30, 2023

BACKGROUND

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

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

Staff requested competitive quotes for the required analytical testing services and received two (2) competitive quote (see [Attachment A](#)). The lowest bid was provided by Clean Soils Consulting, LLC. The pricing is to be held in place from May 1, 2022 to April 30, 2023.

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

STAFF RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the February 7, 2022 City Council agenda for formal approval.

2022 City of Darien Analytical Soil Testing

	Testing Service Corporation		Clean Soils Consulting
		Unit Cost	Unit Cost
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	Each	\$ 600.00	\$ 280.00
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	Hour	\$ 150.00	\$ 96.00
Use of PID Instrument for Screening Soils	Each	\$ 50.00	\$ 96.00
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with summary report describing sampling procedures followed and results of analytical testing.	Each	\$ 600.00	\$ 825.00
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	Each	\$ 375.00	\$ 280.00
ANALYTICAL TEST			
VOCs	Each	\$ 162.00	\$ 168.00
SVOCs	Each	\$ 270.00	\$ 280.00
PNAs	Each	\$ 135.00	\$ 140.00
RCRA 8 Total metals	Each	\$ 113.00	\$ 114.00
RCRA 8 TCLP metals	Each	\$ 203.00	\$ 212.00
PH	Each	\$ 24.00	\$ 20.00
Preserved vials for volatile testing	Each	\$ 15.00	\$ 16.00
Pesticides/PCBs	Each	\$ 162.00	\$ 168.00
Herbicides	Each	\$ 262.00	\$ 262.00
BTEXs	Each	\$ 54.00	\$ 56.00
EPA 35IAC1100 Full Panel	Each	\$ 1,535.00	\$ 1,478.00
Note analytical costs for 7 to 10 day turn around			
	TOTAL	\$ 4,710.00	\$ 4,491.00

Typically site time is 3 to 4 hours

*Does not include additional analytical testing

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



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FOR ANALYTICAL SOIL TESTING FEES FROM CLEAN SOILS CONSULTING, LLC AT THE PROPOSED UNIT PRICES FOR CERTAIN WASTE FOR A PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Clean Soils Consulting, LLC for analytical soil testing fees per the unit price proposal for a period of May 1, 2022 through April 30, 2023, 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 7th day of February 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of February 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Darien is seeking quotes to provide testing services for construction material spoils generated from repair, maintenance, and installation of municipal utilities for a period January 1 2022 to December 31 2022.				PC21127-MH
			UNIT COST	
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	EACH	\$	280	
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	HOUR	\$	96	Typically site time is 3 to 4 hours.
Use of PID Instrument for Screening Soils	HOUR	\$	96	
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with a summary report describing sampling procedures followed and results of analytical testing.	EACH	\$	825	
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	EACH	\$	280	* Does not include further additional analytical testing.
ANALYTICAL TEST				
VOCs	EACH	\$	168	
SVOCs	EACH	\$	280	
PNAs	EACH	\$	140	
RCRA 8 Total metals	EACH	\$	114	
RCRA 8 TCLP Metals	EACH	\$	212	
PH	EACH	\$	20	
Preserved Vials for volatile testing	EACH	\$	16	
Pesticides/PCBs	EACH	\$	168	
Herbicides	EACH	\$	262	
BTEXs	EACH	\$	56	
EPA 35IAC1100 Full Panel	EACH	\$	1,478	
	TOTAL			
Note analytical costs for 7 to 10 day turn around.			4,491	** Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change
COMPANY NAME: CLEAN SOILS CONSULTING LLC				
TITLE: PROJECT MANAGER				
SIGNATURE:				



P.O. Box #488 La Grange, IL
830-240-2955
888-507-5750
www.cddsoils.com

DATE: January 14, 2022

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

By Email: dfell@darienil.gov

Dear Mr. Fell:

RE: Proposal PC21127 – City of Darien Construction Material Spoils Testing for 2022 - 23

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

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

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

Stockpile or site sample collection.

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

Use of PID for Screening Soils.

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





P.O. Box #488 La Grange, IL
830-240-2955
888-507-5750
www.ccddsoils.com

Compare testing results to IEPA...testing.

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

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

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

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

Analytical Testing

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

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

Price Schedule Notes / Explanations

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

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

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

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

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

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





 P.O. Box #488 La Grange, IL
 630-240-2955
 888-507-5750
 www.ccdsoils.com

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

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

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

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

Pricing is fixed for CY 2022 requested in consideration of the contractual commitment made by each party. Add 6% to the price listed on the attached spreadsheet for CY 2023. If you need rates for differing periods of time, whether shorter or longer, the quoted rates may be different.

The pricing offered is good through February 28, 2022 for work completed between that date and December 31, 2022.

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

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

If you have questions or concerns, please contact me at 847-239-0879 or at this email address.

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

Sincerely,

Matthew Halm
 Clean Soils Consulting LLC

Customer Acceptance:

BY: _____

DATE: _____

Clean Soils Consulting, LLC.





P.O. Box #488 La Grange, IL
630-240-2955
888-507-5750
www.ccdsoils.com

STANDARD TERMS and CONDITIONS

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



P.O. Box #488 La Grange, IL
630-240-2955
888-507-5750
www.caddsuils.com

adhere to the terms contained herein or in the attached proposal; (ii) Client's violation of applicable statute, regulation, rule, code or ordinance; (iii) the negligence or other acts, errors or omissions of the Client, its independent contractors (except CSC), employees or agents, or any third party in connection with the project or client's willful misconduct; or (iv) the creation or existence of any type of hazardous or toxic wastes, materials, chemicals, compounds or substances, or any other type of environmental hazard or pollution, or the release thereof in connection with the project which exists at the work location.

14. The Client waives any claim against CSC and agrees to indemnify, defend and hold CSC harmless from any claim or liability for injury or loss arising from CSC's encountering unanticipated or suspected hazardous waste, hazardous substances or explosive materials. Client agrees to compensate CSC for any time spent and expenses incurred (including reasonable attorney's fees) by CSC in defense of any such claim in accordance with the fee schedule and expense reimbursement policy in effect as of the date of performance of services.
15. This proposal is subject to establishment of credit with CSC. All invoices shall be due and payable 30 days after the invoice date. All outstanding balances unpaid 30 days after issuance of an invoice shall be subject to a service charge of 1 1/2% per month, until paid in full. Subsequent payments shall be applied to the service charge first, with the remaining balance applied to the principal due.
16. Under no circumstances shall the Client's payment of amounts due under this Agreement be conditioned upon the Client's receipt of payment from a third party, regardless of whether the Client's agreement with a third party contains such a condition precedent to payment, and regardless of whether this Agreement references or incorporates the terms of the Client's agreement with a third party. The Client's obligation to pay is unconditional, and this provision controls over any other provision to the contrary.
17. All documents provided by Client relating to the work are, and shall remain, the property of the Client. Such materials are not to be used on other projects or extension of this project without the prior written consent of Client.
18. The Client agrees that CSC and its assignees are authorized to use its name as a Client of CSC together with a general description of the work performed.
19. This proposal together with these Standard Terms and Conditions constitutes the entire agreement between the parties and supersedes any prior agreements and communications pertaining to the subject matter. No waiver of statement by any representative of either party shall be valid unless set forth herein or otherwise agreed to in writing by both parties.
20. This proposal, these Standard Terms and Conditions and the legal relations of the parties shall be governed by the laws of the State of Illinois applicable to the agreements negotiated, executed, delivered and fully performed in such state.
21. This proposal, these Standard Terms and Conditions and the legal relations of the parties shall be governed by the laws of the State of Illinois applicable to the agreements negotiated, executed, delivered and fully performed in such state.
22. In the event CSC initiates legal proceedings against Client to enforce the terms of this Agreement, CSC shall be entitled to an award of its reasonable attorney's fees and costs, including filing fees, process fees, deposition fees, expert witness fees, and costs of collection.
23. If any portion of this proposal or the Standard Terms and Conditions is found to be illegal, invalid, unenforceable or in need of modification by any arbitrator or Illinois Court of competent standing, the remaining provisions of this proposal and Standard Terms and Conditions shall remain in full force and effect.

AGENDA MEMO
Municipal Services Committee
January 24, 2022

ISSUE STATEMENT

Preliminary approval of a [resolution](#) for the 2022 Street Maintenance contract with Orange Crush, LLC as per the following schedule of pricing:

Base Bid -	\$1,509,857.50
Alternate 1 - Patching	<u>\$ 78,000.00</u>
Total Cost	\$1,587,857.50

BACKGROUND/HISTORY

This year’s 2022 Street Maintenance Program includes 4.18 miles to be resurfaced. Typically the City averages approximately 5 miles of resurfacing per year. This year’s program includes the following,

Base Bid - Includes the proposed schedule as listed below:

2022 Road Program Schedule

STREET	SUBDIVISION	ROAD LENGTH (linear ft.)	LIMIT	LAST REHAB	CURRENT RATING
Bunker Rd	Hinsbrook	1000	Timber - Seminole	2008	67
Glen Ln	Farmingdale Terrace South	1150	Farmingdale - cul de sac	2007	66
Arbor Ct	Farmingdale 5-9	400	73 rd - limit	2007	65
Fairview Ave	Farmingdale Ridge	1400	Manning Rd – DG limit	2003	68
Claremont Dr	Farmingdale 5-9	1232	Exner Rd – Williams	2007	67
Clemens Rd	Farmingdale Unit 5 - 9	1232	Summit – Exner	2007	68
Exner Rd	Farmingdale Unit 5 - 9	4300	75 th – Darien Club Dr	2006	66
Washington St	Farmingdale Unit 5 - 9	500	71st – limit	2005	67
Glen Eagles Ln	Carriage Greens #4	1200	Oldfield Rd – limit	2007	65
86th St	Brookridge	500	Creekside – limit	2007	66
Woodview Ct	Brookridge	400	Creekside – limit	2007	66
Laurel Ln	Carriage Greens 1&2	800	Carriage Greens – limit	2006	66
Heather Ln	Carriage Greens 1&3	800	Carriage Greens - Gleneyre	2013	68
Ashbrook Ct	Regency Grove	600	Cass – limit	2003	68
Bailey Rd	Bailey Park	5550	Plainfield – N Frontage	2007	65
Westminster Ct	Bailey Park	440	Bailey – Bailey	2007	69
Adams Rd	Farmingdale Unit 5,6,7,8,9	600	75 th – 73 rd cul de sac	2007	69
	BASE BID	22,104			
Alternate 1	Class D Patches, 6” (Special)				

Alternate 1 - Patching \$78,000.00 – Includes the removal and replacement of road base throughout the City due to failing base.

Sealed bids were opened on Tuesday, January 18, 2022. A summary of the seven (7) bids received is attached and labeled as [Attachment A](#). The lowest responsive bid for the **Base Bid** was Orange Crush, LLC in the amount of \$1,509,857.50. With the **Base Bid** and **Alternate 1**, Orange Crush, LLC is the awarded responsive bidder, pending budget approval: \$1,587,857.50.

The proposed 2022 Road Program would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22-23 BUDGET	PROPOSED EXPENDITURE
25-35-4855	Street Reconstruction/Rehab 2022 City Street Maintenance Program	\$1,509,857.50	\$1,509,857.50
	Alternate 1 - Patching	\$ 78,000.00	\$ 78,000.00
	TOTAL COSTS		\$1,587,857.50

STAFF RECOMMENDATION

Staff and Christopher B. Burke Engineering recommends awarding the base bid and Alternates 1 Orange Crush, LLC for the 2022 Road Maintenance contract in the amount of \$1,587,857.50. Orange Crush, LLC has completed very satisfactory work for the City in the past. Attached and labeled as [Attachment B](#) is a recommendation to award letter from Christopher B. Burke Engineering.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on an upcoming City Council agenda for formal approval, pending budget consideration.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN
 2022 STREET PROGRAM
 (CBBEL PROJECT NO. 21-0557)
 BID TABULATION
 DATE: January 18, 2022

NUMBER	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		ORANGE CRUSH, LLC		BROTHERS ASPHALT PAVING, INC.		LINDAHL BROTHERS, INC.		SCHROEDER ASPHALT SERVICES, INC.		M&J ASPHALT PAVING COMPANY, INC.		K-FIVE CONSTRUCTION CORP.		A LAMP CONCRETE CONTRACTORS, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
35800100	PREPARATION OF BASE	SQ YD	26599	\$ 1.75	\$ 46,548.25	\$ 1.00	\$ 26,599.00	\$ 1.00	\$ 26,599.00	\$ 1.05	\$ 27,928.95	\$ 1.97	\$ 52,400.03	\$ 1.67	\$ 44,420.33	\$ 1.00	\$ 26,599.00	\$ 1.00	\$ 26,599.00
35800200	AGGREGATE BASE REPAIR	TON	1398	\$ 20.00	\$ 27,960.00	\$ 44.00	\$ 61,512.00	\$ 25.00	\$ 34,950.00	\$ 12.35	\$ 17,265.30	\$ 10.00	\$ 13,980.00	\$ 34.00	\$ 47,532.00	\$ 9.00	\$ 12,582.00	\$ 15.00	\$ 20,970.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	180	\$ 24.00	\$ 4,320.00	\$ 32.00	\$ 5,760.00	\$ 5.00	\$ 900.00	\$ 12.34	\$ 2,221.20	\$ 15.00	\$ 2,700.00	\$ 13.25	\$ 2,385.00	\$ 25.00	\$ 4,500.00	\$ 30.00	\$ 5,400.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	73650	\$ 0.95	\$ 69,967.50	\$ 0.25	\$ 18,412.50	\$ 0.20	\$ 14,730.00	\$ 0.01	\$ 736.50	\$ 0.01	\$ 736.50	\$ 0.01	\$ 736.50	\$ 0.01	\$ 736.50	\$ 0.01	\$ 736.50
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	2140	\$ 80.00	\$ 171,200.00	\$ 88.00	\$ 188,320.00	\$ 96.85	\$ 207,259.00	\$ 102.00	\$ 218,280.00	\$ 105.00	\$ 224,700.00	\$ 88.00	\$ 188,320.00	\$ 115.00	\$ 246,100.00	\$ 109.00	\$ 233,260.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	4520	\$ 80.00	\$ 361,600.00	\$ 61.00	\$ 275,720.00	\$ 70.50	\$ 318,660.00	\$ 75.00	\$ 339,000.00	\$ 74.50	\$ 336,740.00	\$ 75.00	\$ 339,000.00	\$ 77.00	\$ 348,040.00	\$ 82.00	\$ 370,640.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	6970	\$ 80.00	\$ 557,600.00	\$ 67.00	\$ 466,990.00	\$ 77.50	\$ 540,175.00	\$ 77.00	\$ 536,690.00	\$ 82.00	\$ 571,540.00	\$ 80.00	\$ 557,600.00	\$ 85.00	\$ 592,450.00	\$ 93.00	\$ 648,210.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	49720	\$ 2.50	\$ 124,300.00	\$ 2.75	\$ 136,730.00	\$ 2.64	\$ 131,260.80	\$ 2.75	\$ 136,730.00	\$ 1.95	\$ 96,954.00	\$ 2.80	\$ 139,216.00	\$ 3.93	\$ 195,399.60	\$ 3.75	\$ 186,450.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	32097	\$ 3.00	\$ 96,291.00	\$ 4.25	\$ 136,412.25	\$ 4.05	\$ 129,992.85	\$ 3.75	\$ 120,363.75	\$ 3.80	\$ 121,968.60	\$ 4.23	\$ 135,770.31	\$ 5.00	\$ 160,485.00	\$ 5.40	\$ 173,323.80
44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	633	\$ 75.00	\$ 47,475.00	\$ 55.00	\$ 34,815.00	\$ 35.00	\$ 22,155.00	\$ 40.00	\$ 25,320.00	\$ 42.00	\$ 26,586.00	\$ 35.00	\$ 22,155.00	\$ 10.00	\$ 6,330.00	\$ 50.00	\$ 31,650.00
44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	633	\$ 75.00	\$ 47,475.00	\$ 48.00	\$ 30,384.00	\$ 35.00	\$ 22,155.00	\$ 40.00	\$ 25,320.00	\$ 42.00	\$ 26,586.00	\$ 35.00	\$ 22,155.00	\$ 30.00	\$ 18,990.00	\$ 50.00	\$ 31,650.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	633	\$ 75.00	\$ 47,475.00	\$ 43.00	\$ 27,219.00	\$ 35.00	\$ 22,155.00	\$ 40.00	\$ 25,320.00	\$ 40.00	\$ 25,320.00	\$ 30.00	\$ 18,990.00	\$ 30.00	\$ 18,990.00	\$ 50.00	\$ 31,650.00
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	633	\$ 75.00	\$ 47,475.00	\$ 38.00	\$ 24,054.00	\$ 35.00	\$ 22,155.00	\$ 40.00	\$ 25,320.00	\$ 40.00	\$ 25,320.00	\$ 30.00	\$ 18,990.00	\$ 30.00	\$ 18,990.00	\$ 50.00	\$ 31,650.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	4157	\$ 0.60	\$ 2,494.20	\$ 1.75	\$ 7,274.75	\$ 1.50	\$ 6,235.50	\$ 0.95	\$ 3,949.15	\$ 1.50	\$ 6,235.50	\$ 0.70	\$ 2,909.90	\$ 1.00	\$ 4,157.00	\$ 0.10	\$ 415.70
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	2090	\$ 0.60	\$ 1,254.00	\$ 5.00	\$ 10,450.00	\$ 1.50	\$ 3,135.00	\$ 1.00	\$ 2,090.00	\$ 0.25	\$ 522.50	\$ 1.00	\$ 2,090.00	\$ 0.01	\$ 20.90	\$ 0.10	\$ 209.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	172	\$ 10.00	\$ 1,720.00	\$ 6.50	\$ 1,118.00	\$ 4.63	\$ 796.36	\$ 5.00	\$ 860.00	\$ 5.30	\$ 911.60	\$ 5.89	\$ 1,013.08	\$ 4.50	\$ 774.00	\$ 5.80	\$ 997.60
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	13020	\$ 3.00	\$ 39,060.00	\$ 1.25	\$ 16,275.00	\$ 0.69	\$ 8,983.80	\$ 0.70	\$ 9,114.00	\$ 0.86	\$ 11,197.20	\$ 1.05	\$ 13,671.00	\$ 0.67	\$ 8,723.40	\$ 0.72	\$ 9,374.40
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	660	\$ 4.00	\$ 2,640.00	\$ 1.75	\$ 1,155.00	\$ 1.10	\$ 726.00	\$ 1.00	\$ 660.00	\$ 1.57	\$ 1,036.20	\$ 1.57	\$ 1,036.20	\$ 1.07	\$ 706.20	\$ 2.50	\$ 1,650.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	480	\$ 5.00	\$ 2,400.00	\$ 3.75	\$ 1,800.00	\$ 2.19	\$ 1,051.20	\$ 2.00	\$ 960.00	\$ 2.65	\$ 1,272.00	\$ 3.36	\$ 1,612.80	\$ 2.13	\$ 1,022.40	\$ 4.40	\$ 2,112.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	242	\$ 10.00	\$ 2,420.00	\$ 8.50	\$ 2,057.00	\$ 4.63	\$ 1,120.46	\$ 5.00	\$ 1,210.00	\$ 5.30	\$ 1,282.60	\$ 8.15	\$ 1,972.30	\$ 4.50	\$ 1,089.00	\$ 5.80	\$ 1,403.60
*88600600	DETECTOR LOOP REPLACEMENT	FOOT	600	\$ 30.00	\$ 18,000.00	\$ 50.00	\$ 30,000.00	\$ 16.94	\$ 10,164.00	\$ 16.30	\$ 9,780.00	\$ 17.10	\$ 10,260.00	\$ 16.50	\$ 9,900.00	\$ 16.45	\$ 9,870.00	\$ 22.00	\$ 13,200.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	16	\$ 450.00	\$ 7,200.00	\$ 425.00	\$ 6,800.00	\$ 500.00	\$ 8,000.00	\$ 750.00	\$ 12,000.00	\$ 700.00	\$ 11,200.00	\$ 600.00	\$ 9,600.00	\$ 750.00	\$ 12,000.00	\$ 500.00	\$ 8,000.00
*INDICATES SPECIAL PROVISION				\$ 1,726,874.95		\$ 1,509,857.50		\$ 1,533,358.97		\$ 1,541,118.85		\$ 1,569,448.73		\$ 1,581,075.42		\$ 1,688,555.00		\$ 1,829,551.60	
ALTERNATE 1 - MISCELLANEOUS PATCHING				ENGINEER'S ESTIMATE		ORANGE CRUSH, LLC		BROTHERS ASPHALT PAVING, INC.		LINDAHL BROTHERS, INC.		SCHROEDER ASPHALT SERVICES, INC.		M&J ASPHALT PAVING COMPANY, INC.		K-FIVE CONSTRUCTION CORP.		A LAMP CONCRETE CONTRACTORS, INC.	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*NA	MISCELLANEOUS PATCHING, 6"	SQ YD	1500	\$ 45.00	\$ 67,500.00	\$ 52.00	\$ 78,000.00	\$ 50.00	\$ 75,000.00	\$ 55.50	\$ 83,250.00	\$ 48.85	\$ 73,275.00	\$ 58.25	\$ 87,375.00	\$ 60.00	\$ 90,000.00	\$ 65.00	\$ 97,500.00
*INDICATES SPECIAL PROVISION				TOTAL = \$ 67,500.00		TOTAL = \$ 78,000.00		TOTAL = \$ 75,000.00		TOTAL = \$ 83,250.00		TOTAL = \$ 73,275.00		TOTAL = \$ 87,375.00		TOTAL = \$ 90,000.00		TOTAL = \$ 97,500.00	
				TOTAL= \$ 1,794,374.95		TOTAL= \$ 1,587,857.50		TOTAL= \$ 1,608,358.97		TOTAL= \$ 1,624,368.85		TOTAL= \$ 1,642,723.73		TOTAL= \$ 1,668,450.42		TOTAL= \$ 1,778,555.00		TOTAL= \$ 1,927,051.60	


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

January 18, 2022

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

Attention: Dan Gombac

 Subject: City of Darien – 2022 Street Program
 (CBBEL Project No. 21-0557)

Dear Dan:

On Tuesday, January 18th, 2022, at 10:00 a.m., bids were received at the City of Darien City Hall for the 2022 Street Program. There were seven (7) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in **bold**.

Company Name	Base Bid	Alternate 1 Bid	Project Total	Bid Bond
Engineer's Estimate	\$1,726,874.95	\$67,500.00	\$1,794,374.95	✓
ORANGE CRUSH, LLC	\$1,509,857.50	\$78,000.00	\$1,587,857.50	✓
BROTHERS ASPHALT PAVING, INC.	\$1,533,358.97	\$75,000.00	\$1,608,358.97	✓
LINDAHL BROTHERS, INC.	\$1,541,118.85	\$83,250.00	\$1,624,368.85	✓
SCHROEDER ASPHALT SERVICES, INC.	\$1,569,448.73	\$73,275.00	\$1,642,723.73	✓
M&J ASPHALT PAVING COMPANY, INC.	\$1,581,075.42	\$87,375.00	\$1,668,450.42	✓
K-FIVE CONSTRUCTION CORP.	\$1,688,555.00	\$90,000.00	\$1,778,555.00	✓
A LAMP CONCRETE CONTRACTORS, INC.	\$1,829,551.60	\$97,500.00	\$1,927,051.60	✓

Orange Crush, LLC was the low qualified bidder for the total projects in the amount of \$1,587,857.50. CBBEL has called three (3) references, all of which highly recommend Orange Crush, LLC and CBBEL believes their bid to be in order. Therefore, the City suggests accepting Orange Crush LLC's bid.

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

Sincerely,

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2022 STREET MAINTENANCE PROJECT BETWEEN THE CITY OF DARIEN AND ORANGE CRUSH, LLC THE FOLLOWING SCHEDULE OF PRICING: BASE BID - \$1,509,857.50; ALTERNATE 1 – PATCHING - \$78,000.00; FOR A TOTAL OF \$1,587,857.50

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2022 Street Maintenance Program, between the City of Darien and Orange Crush, LLC including the Base Bid in the amount of \$1,509,857.50; Alternate 1 – Patching - \$78,000.00; for a total of \$1,587,857.50, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of February, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 7th day of February, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2022

PRINCIPAL

(Company Name) _____
(Company Name)
By: _____
(Signature & Title) _____
(Signature & Title)
Attest: _____
(Signature & Title) _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notarial seal this _____ day of _____ A.D. 2022

My commission expires _____

Notary Public (SEAL)

SURETY

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

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D. 2022

My commission expires _____

Notary Public (SEAL)

Approved this _____ day of _____, A.D. 2022

Attest:

Clerk _____
City of Darien
(Awarding Authority)

(Chairman/Mayor/President)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Darien	DuPage		2022 Street Program

NOTICE TO BIDDERS

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

1702 Plainfield Road, Darien, IL 60561	Name of Office	
	until 10:00 AM	on 01/18/22
Address	Time	Date

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

1702 Plainfield Road, Darien, IL 60561	Name of Office	
	at 10:00 AM	on 01/18/22
Address	Time	Date

DESCRIPTION OF WORK

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

Proposed Improvement

<p>Description of Improvement</p> <p>The proposed work is officially known as "2022 Street Program" and further described as hot-mix asphalt surface removal, polymerized HMA binder course, binder course, surface course, pavement markings and patching, all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL).</p> <p>Base Bid</p> <p>The base consists of resurfacing the streets listed in the "Base Bid" section on the following page according to the appropriate scope of work as described in the table below.</p> <p>Alternate 1 Bid</p> <p>Miscellaneous Class "D" Patching, 6" of various streets throughout the City.</p>

1. Plans and proposal forms will be available in the office of
for download only from QuestCDN via the Christopher B. Burke Engineering, Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under login using QuestCDN# 8075796 for a non-refundable charge of \$30.00.

2. Prequalification
If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The

scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Darien	DuPage		2022 Street Program

PROPOSAL

1. Proposal of Orange Crush, LLC
Contractor's Name
321 CENTER STREET, HILLSIDE, IL 60162
Contractor's Address
2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 35 working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City Treasurer of Darien.
The amount of the check is _____ (_____).

RETURN WITH BID

SCHEDULE OF PRICES

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

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Bidder's Proposal for BASE BID		Bidder's Proposal for Making Entire Improvements	

Bidder's Proposal for BASE BID					
Bidder's Proposal for BASE BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
35800100	PREPARATION OF BASE	SQ YD	26599	1.00	26,599.00
35800200	AGGREGATE BASE REPAIR	TON	1398	44.00	61,512.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	180	32.00	5,760.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	73650	0.25	18,412.50
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	2140	88.00	188,320.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	4520	61.00	275,720.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	6970	67.00	466,990.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	49720	2.75	136,730.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	32097	4.25	136,412.25
44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	633	55.00	34,815.00
44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	633	48.00	30,384.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	633	43.00	27,219.00
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	633	38.00	24,054.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	4,157	1.75	7,274.75
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	2,090	5.00	10,450.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	172	6.50	1,118.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	13020	1.25	16,275.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	660	1.75	1,155.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	480	3.75	1,800.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	242	8.50	2,057.00
*88600600	DETECTOR LOOP REPLACEMENT	FOOT	600	50.00	30,000.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	16	425.00	6,800.00
Bidder's Proposal for BASE BID					1,509,857.50
Written amount for BASE BID		One Million Five Hundred Nine Thousand Eight Hundred Fifty-Seven and 50/100			

RETURN WITH BID

SCHEDULE OF PRICES

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

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 1 BID - MISCELLANEOUS PATCHING					
Bidder's Proposal for ALTERNATE 1 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
*NA	MISCELLANEOUS PATCHING, 6"	SQ YD	1500	52.00	78,000.00
Bidder's Proposal for ALTERNATE 1 BID					78,000.00
Written amount for ALTERNATE 1 BID		Seventy-Eight Thousand and 00/100			



Affidavit of Illinois Business Office



Local Public Agency City of Darien	County DuPage	Street Name/Road Name Various	Section Number
---------------------------------------	------------------	----------------------------------	----------------

I, James Behrends of Hillside, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

- That I am the President of Orange Crush, LLC.
Officer or Position Bidder
- That I have personal knowledge of the facts herein stated.
- That, if selected under the proposal described above, Orange Crush, LLC, will maintain a business office in the
Bidder
 State of Illinois, which will be located in Cook County, Illinois.
County
- That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
- That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature 	Date 1/18/22
Print Name of Affiant James Behrends	

Notary Public
 State of IL
 County Cook

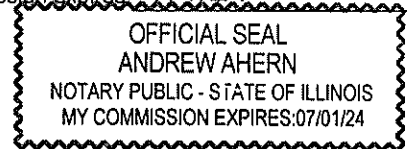
Signed (or subscribed or attested) before me on 1/18/22 by
(date)

James Behrends, authorized agent(s) of
(name/s of person/s)
Orange Crush, LLC
Bidder

Signature of Notary Public

My commission expires 7/1/24

(SEAL)



2022 STREET PROGRAM - BASE BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS (W/ CUL-DE-SAC)	SCOPE	CURB AND GUTTER
1	Glen Lane	Farmingdale - Cul-de-sac	1,150	26	(3420)	2" MILLING	
2	Arbor Court	73 rd - Limit	400	28	(1395)	2" MILLING	✓
3	Fairview Ave	Manning Rd - DG Limit	1,400	35	5,444	2" MILLING	✓
4	Claremont Drive	Exner Road - Williams	1,240	26	3,582	2" MILLING	✓
5	Clemens Road	Summit - Exner	1,240	28	3,858	2" MILLING	✓
6	Washington Street	71 st - South Limit	500	29	1,611	2" MILLING	✓
7	Glen Eagles Lane	Oldfield Road - Limit	1,200	26	3,467	FULL-DEPTH	✓
8	86 th Street	Creekside - Limit	500	28	1,556	FULL-DEPTH	✓
9	Woodview Court	Creekside - Limit	400	28	1,244	2" MILLING	✓
10	Laurel Lane	Carriage Greens - Limit	800	23	(2120)	2" MILLING	✓
11	Heather Lane	Carriage Greens - Glen Eyre	800	29	2,578	FULL-DEPTH	✓
12	Ashbrook Court	Cass - Limit	600	23	1,533	FULL-DEPTH	✓
13	Bailey Road	Plainfield - N Frontage	5,550	32	19,733	2" MILLING	✓
14	Westminster Court	Bailey - Bailey	440	29	1,418	2" MILLING	✓
15	Adams Road	75 th - 73 rd Cul-de-sac	600	26	1,733	2" MILLING	✓
16	Bunker Road	Timber - Seminole	1000	26	2,889	FULL-DEPTH	✓
17	Exner Road	75 th - Darien Club Drive	4300	35	16,722	FULL-DEPTH	✓
		TOTAL =	22,120		67,369		
2022 STREET PROGRAM - ALTERNATE 1 BID							
	STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
	Miscellaneous Patching	Various Streets	N/A	N/A	1,500	MISCELLANEOUS PATCHING, 6" TYPE I-IV	N/A
		TOTAL =	0		1,500		

Start Date

No work shall begin before May 16, 2022, without City approval.

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
December 28, 2021**

PRESENT: Alderman Thomas Belczak -Chairman, Alderman Eric Gustafson, Alderman Joseph Kenny, Dan Gombac – Director, Jordan Yanke, Senior Planner

ABSENT: None

ESTABLISH QUORUM

Chairperson Thomas Belczak called the meeting to order at 6:00 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

a. PZC2021-05 Lee (1645 Walden Lane) – Petitioners seek approval for a Variation to City Code Section 5A-7-2-6 (A) of the Zoning Ordinance.

Mr. Jordan Yanke, Senior Planner reported that the subject property was platted in 1975 and is part of Gallagher and Henry's Brookhaven Manor Unit 7 Subdivision. He reported that the petitioner is proposing to construct a sunroom addition on the rear part of the existing residence.

Mr. Yanke reported that the residence maintains an existing 35' distance from the rear property line (southern lot line) and that the proposed sunroom would extend the home an additional 14' toward the rear property line, meaning the home would then maintain a setback of 21' from the rear lot line. He reported that given the property's zoning designation, which is R-2 Single-Family Residence District, there is a required rear yard setback of 30'.

Mr. Yanke reported that there are no floodplain or drainage issues and that the PZC approved the petition 7-0 at their December meeting.

Mr. Dan Gombac, Director reported that the residents within 175 feet of the property received notices and that staff had no responses.

Chairperson Belczak questioned if the structure will be over the current pavement.

Mr. Gombac reported that the structure will be at the property line with an additional 10 feet.

The petitioners were present to answer any questions.

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

Alderman Belczak made a motion, and it was seconded by Alderman Kenny approval of PZC2021-05 Lee (1645 Walden Lane) Approval for a Variation to City Code Section 5A-7-2-6 (A) of the Zoning Ordinance.

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

b. PZC2021-06 Kozak (1813 Howdy Lane) – Petitioners seek approval for Variations to City Code Section 5A-7-1-6 (A)(1) of the Zoning Ordinance.

Mr. Jordan Yanke, Senior Planner reported that the subject property was platted in 1968 and is part of the Downers Fairview Subdivision. He reported that the residence maintains an existing 36.65' distance from the front property line (northern lot line) and 10' from the interior side property line (western lot line). Mr. Yanke reported that the proposed project would result in those distances being reduced to 29.31' and 5.1' and that there is a required front yard setback of 45' and a required interior side yard setback of 10'.

Mr. Yanke reported that although the petitioner is proposing to encroach into the side yard setback, the project will not encroach into the existing utility easement shown on the site plan in the staff agenda memo.

Alderman Eric Gustafson said he was surprised that the petitioner was not present. He reported that he received correspondence against the development.

Mr. Dan Gombac, Director reported that residents within 175 feet of the property were notified and that staff received no responses.

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

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of PZC2021-06 Kozak (1813 Howdy Lane) for Variations to City Code Section 5A-7-1-6 (A)(1) of the Zoning Ordinance.

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

c. Resolution – Approving to execute a contract for the 2022 Landscape Fertilization Services with Eternally Green Lawn Care, Inc.

Mr. Dan Gombac, Director reported that this Resolution is for approval to execute a contract with Eternally Green Lawn Care, Inc., for six (6) various fertilizer applications and (3) three applications for planting beds and weed control within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$28,629.00 for the 2022 Landscape Fertilization Services at the designated areas noted in the Agenda Memo.

There was some discussion regarding if the City is getting money back from the County. Mr. Gombac reported that staff has asked the County for money for several years and have received nothing.

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

Alderman Gustafson made a motion, and it was seconded by Alderman Kenny approval of a Resolution to execute a contract for the 2022 Landscape Fertilization Services with Eternally Green Lawn Care, Inc.

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

d. Resolution – Authorization to execute a contract for the 2022 Landscape Maintenance Services with Lakewood Paving Company, LLC.

Mr. Dan Gombac, Director reported that is authorization to execute a contract for the 2022 Landscape Maintenance Services between the City of Darien and Lakewood Paving Company, LLC in an amount not to exceed \$39,629.03 for the following locations: 75th Street Planting Beds Clock Tower City Hall Complex Entrance Way Planting Beds.

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

Alderman Belczak made a motion, and it was seconded by Alderman Gustafson approval to authorize a contract for the 2022 Landscape Maintenance Services with Lakewood Paving Company, LLC.

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

e. Motion - Authorizing a contingency with Lakewood Paving Company, LLC in the amount of \$20,000 for replacement of plant materials and plant enhancements for the 2022 Landscape Maintenance Services.

Mr. Dan Gombac, Director reported that that this request includes a contingency with Lakewood Paving Company, LLC in an amount of \$20,000 for replacement of plant materials and plant enhancements for the 2022 Landscape Maintenance Services.

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

Alderman Belczak made a motion, and it was seconded by Alderman Gustafson approval authorizing a contingency with Lakewood Paving Company, LLC in the amount of \$20,000 for replacement of plant materials and plant enhancements for the 2022 Landscape Maintenance Services.

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

f. Resolution - Accept a proposal from Ziebell Water Service Products for Waterous Pacer fire hydrant repair parts.

Mr. Dan Gombac, Director reported that DuPage County currently reads meters for their sewer system and uses these readings to do the water billing for the City of Darien. He reported that the original IGA was approved in December of 2010 and the City has been working with the County as part of a joint bid for the removal and replacement of the City's meters along with an Automated Meter Reading System (AMR).

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

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval authorizing a Resolution accepting a proposal from Ziebell Water Service Products for Waterous Pacer fire hydrant repair parts.

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

g. Resolution - Authorizing the Mayor to enter into an intergovernmental agreement with the County of DuPage for meter reading, billing and transition to the Automated Meter Reading (AMR) technology.

Mr. Dan Gombac, Director reported that the IGA includes costs for the AMR system to be implemented by 2025. He reported that the second component of the IGA is the transition to the AMR system.

Mr. Gombac reported that over the last several years, the City has been working jointly with DuPage County, Village of Woodridge and Lisle to implement the AMR foundation. He reported that Automatic Meter Reading (AMR) is the technology of automatically collecting consumption, diagnostic, and status data from water meters or energy metering devices (gas, electric) and transferring that data to a central database for billing, troubleshooting, and analyzing.

Mr. Gombac reported that since the City does not read or bill for metering services and the County requires readings for sewer usage it was agreed that the County would install all the infrastructure related to the AMR System at their cost. He reported that the benefits of the Automated Meter Reading Implementation will improve customer service and increase meter reading and meter efficiency.

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

Alderman Belczak made a motion, and it was seconded by Alderman Kenny approval of a Resolution authorizing the Mayor to enter into an intergovernmental agreement with the County of DuPage for meter reading, billing and transition to the Automated Meter Reading (AMR) technology.

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

h. Resolution – Approval for the Citywide Meter and Remote Replacement Program Contract with Core and Main/Sensus for the purchase of water meters, remote readers, meter appurtenances and installation in an amount not to exceed \$2,950,000.

Mr. Dan Gombac, Director reported that this is approval of a Resolution for the Citywide Meter and Remote Replacement Program Contract with Core and Main/Sensus for the purchase of water meters, remote readers, meter appurtenances and installation in an amount not to exceed \$2,950,000.

Mr. Gombac reported that when the program is initiated that letters will be mailed to residents introducing the program. He reported that he and Alderman Gustafson discussed having a phone App in the future but that this would be an additional cost. He further reported that residents will have an option to opt out but that there would be additional costs.

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

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of Resolution for the Citywide Meter and Remote Replacement Program Contract with Core and Main/Sensus for the purchase of water meters, remote readers, meter appurtenances and installation in an amount not to exceed \$2,950,000.

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

- i. Preliminary approval of the 2022 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program contract with Suburban Concrete, Inc.**

Mr. Dan Gombac, Director reported that this approval is for the annual 2022 Sidewalk, Apron and Curb and Gutter Program. He reported that eight (8) bids were received and the lowest bidder Suburban Concrete, Inc.

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

Alderman Gustafson made a motion, and it was seconded by Alderman Kenny Preliminary approval of the 2022 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program contract with Suburban Concrete, Inc.

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

- J. Minutes – November 22, 2021 Municipal Services Committee**

Alderman Belczak made a motion, and it was seconded by Alderman Kenny approval of the November 22, 2021 Municipal Services Committee Meeting Minutes.

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

DIRECTOR'S REPORT

Mr. Dan Gombac, Director reported he will be introducing three ditch projects back into the budget.

NEXT SCHEDULED MEETING

Chairperson Belczak announced that the next meeting is scheduled for Monday, January 24, 2022.

ADJOURNMENT

With no further business before the Committee, Alderman Kenny made a motion, and it was seconded by Alderman Gustafson to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 7:20 p.m.

RESPECTFULLY SUBMITTED:

Thomas Belczak
Chairman

Eric Gustafson
Alderman

Joseph Kenny
Alderman