
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN
November 7, 2016
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes
 - A. October 17, 2016 — [City Council](#)
 - B. October 26, 2016 — [Goal Setting Session](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Mayoral Proclamation “[World Pancreatic Cancer Day](#)” (November 17, 2016)
 - B. Consideration of a Motion to Approve the [Reappointment of Members to the Holiday Home Decorating Committee](#): Elizabeth Hayes, Jim Kiser, and Gerry Leganski
 - C. Consideration of a Motion to Approve the [Reappointment of Members to the Citizen of the Year Committee](#): Bonnie Kucera and Carol Mallers
 - D. Consideration of a Motion to Approve the [Appointment of Peggy Radakovitz and Merle Salazar to the Citizen of the Year Committee](#)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
 - A. Warrant Number — [16-17-13](#)

13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council’s Agenda – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Darien Historical Society](#)
 - B. Consideration of a Motion to Approve a Resolution Authorizing the Approval to Enter into an Engineering Agreement with Christopher B. Burke Engineering, LTD. for [Pavement Corings for the Proposed 2017 Street Maintenance Program](#), in an Amount not to Exceed \$10,500.00
 - C. Consideration of a Motion to Approve a Resolution Authorizing the Approval to Enter into an Engineering Agreement with Christopher B. Burke Engineering LTD. for the [2017 Street Maintenance Program](#) in an Amount not to Exceed \$32,748.00
 - D. Consideration of a Motion to Approve an Ordinance Accepting a Plat of Easement for [2224 Shannon Court](#)
17. New Business
 - A. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept [a Proposal From Christopher B. Burke Engineering, Ltd.](#) in an Amount not to Exceed \$25,000.00 for Surveying, Engineering and Water Modeling Study of the Open Ditch and Storm Water Conveyance System for Sawmill Creek-East and West Leg
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person)**
19. Adjournment



A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE OCTOBER 17, 2016 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:08 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

October 17, 2016

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Tina Beilke	Joseph A. Marchese
	Thomas J. Belczak	Ted V. Schauer
	Joseph A. Kenny	

Absent:	Thomas M. Chlystek
	Sylvia McIvor

Also in Attendance: Kathleen Moesle Weaver, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon D. Vana, City Administrator
Paul Nosek, Assistant City Administrator
Gerry Piccoli, Commander
Daniel Gombac, Director of Municipal Services

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

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

David Weber, 7946 Stewart Drive, stated his concerns with the operation of the Bailey Park Homeowners Association. Mr. Weber provided Mayor Weaver with documentation. Mayor Weaver will ask City Attorney Murphey to follow up.

6. **APPROVAL OF MINUTES** – October 3, 2016 City Council Meeting

It was moved by Alderman Marchese and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of October 3, 2016.

Roll Call:	Ayes:	Belczak, Kenny, Marchese, Schauer
	Abstain:	Beilke
	Nays:	None
	Absent:	Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Beilke commented that the resident, 6600 block of Bentley, who voiced concerns about the condition of Bentley Road was pleased with the completed roadway repair.

Alderman Kenny received communication from Mrs. Schaffer, 1900 block of Holly, regarding parkway trees causing damage to private property sidewalk and driveway. Director Gombac advised root pruning has been scheduled; a structural engineer will be consulted for an analysis of the foundation and driveway.

8. **MAYOR’S REPORT**

A. DARIEN CHAMBER OF COMMERCE UPDATE

Clare Bongiovanni was not in attendance. Mayor Weaver read the following statement on behalf of the Chamber Board of Directors:

“The Darien Chamber of Commerce will sponsor the 30th Annual DarienFest! Our Board of Directors are in the process of restructuring the organization and execution at this time to give the best DarienFest. Once again we will be including the local organizations and inviting the community to get involved in this Anniversary celebration. Stay tuned for more details.”

Mayor Weaver announced HCS Family Services will be hosting a Mobile Pantry on Saturday, October 29, 2016 at Darien City Hall providing food at no cost to low income individuals and families in need. Registration begins at 8:30 A.M; food distribution begins at 10:00 A.M. Information will be available on the City website.

9. **CITY CLERK'S REPORT**

A. 2016 VEHICLE STICKER LOTTERY

Clerk Ragona provided a brief history of the Darien Identification Vehicle Sticker Program and shared the list of non-profit organizations that were offered the opportunity to participate. Clerk Ragona advised the eligible Darien Community organizations that expressed an interest in the vehicle sticker lottery were: Darien Chamber of Commerce, Darien Historical Society, and VFW Darien Memorial Post 2838. Clerk Ragona conducted the lottery; the winner was VFW Darien Memorial Post 2838.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana announced the Goal Setting Session will be held on October 26, 2016; packets will be going out by October 20, 2016.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – SEPTEMBER 2016

The September 2016 Police Department Monthly Report is available on the City website.

Commander Piccoli provided an update on the Hinsdale South High School incident that occurred on October 3, 2016, where a student advised Darien Police Department about a posting made on social media that was threatening. The juvenile is in custody and has a court appearance scheduled for October 19, 2016. As the investigation is ongoing, limited information could be shared. Commander Piccoli commented the Police Department, States Attorney's Office, and Hinsdale Township High School District 86 are working together. He commended Detective Jeff Simek and Officer Rich Stutte for their efforts.

Commander Piccoli advised burglaries to motor vehicles and homes are still occurring; he encouraged residents to keep doors locked and valuables out of sight to eliminate crimes of opportunity.

Commander Piccoli responded to questions from Council.

B. MUNICIPAL SERVICES

Director Gombac provided the following update:

- Announced Nothing Bundt Cakes will be moving to Darien Pointe Plaza before the holidays.
- Reviewed a powerpoint presentation regarding the water retention/detention issues at Birchwood Park.

Director Gombac addressed questions from Council.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 16-17-12

It was moved by Alderman Belczak and seconded by Alderman Beilke to approve payment of Warrant Number 16-17-12 in the amount of \$778,207.41 from the enumerated funds, and \$235,360.96 from payroll funds for the period ending 09/29/16; for a total to be approved of \$1,013,568.37.

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, Schauer

Nays: None

Absent: Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. TREASURER’S REPORT – SEPTEMBER 2016

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of September 2016:

<u>General Fund:</u>	Revenue \$7,950,771; Expenditures \$5,321,106 Current Balance \$2,607,358
<u>Water Fund:</u>	Revenue \$3,657,331; Expenditures \$2,453,624; Current Balance \$803,708
<u>Motor Fuel Tax Fund:</u>	Revenue \$230,894; Expenditures \$141,622; Current Balance \$357,786
<u>Water Depreciation Fund:</u>	Revenue \$577; Expenditures \$572,624; Current Balance (\$172,047)
<u>Capital Improvement Fund:</u>	Revenue \$117,797; Expenditures \$2,893,203; Current Balance \$6,185,431

Capital Projects Debt Service Fund: No activity

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairman Schauer advised the next meeting of the Administrative/Finance Committee is scheduled for November 7, 2016 at 6:00 P.M.

Municipal Services Committee – Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for October 24, 2016 at 6:30 P.M.

Police Committee – Clerk Ragona advised the next meeting of the Police Committee is scheduled for November 21, 2016 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the next quarterly meeting of the Police Pension Board is scheduled for Thursday, October 27, 2016 at 7:00 P.M. in the Police Department Training Room.

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

Alderman Beilke inquired if the amount of \$48,240 noted in Consent Agenda Item B was budgeted; Administrator Vana confirmed the item was included in the budget.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

A. CONSIDERATION OF A MOTION TO APPROVE THE TAX LEVY DETERMINATION FOR GENERAL AND SPECIAL PURPOSES FOR FISCAL YEAR 2016-2017

B. RESOLUTION NO. R-94-16

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH AIS, INC TO PROVIDE INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF DARIEN IN THE ANNUAL AMOUNT OF \$48,240.00 AND A ONE TIME CHARGE OF \$5,572.00 FOR EQUIPMENT AND SET UP

Roll Call: Ayes: Beilke, Belczak, Kenny, Marchese, Schauer
 Nays: None
 Absent: Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

17. **NEW BUSINESS**

- A. **CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING A PRIVATE PROPERTY-DEVELOPMENT STORM WATER MANAGEMENT ASSISTANCE PROJECT FOR 8421 AND 8425 CREEKSIDE LANE WITH J&R LANDSCAPING AND TREE SERVICES IN AN AMOUNT NOT TO EXCEED \$10,984.60**

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

RESOLUTION NO. R-95-16

A RESOLUTION AUTHORIZING A PRIVATE PROPERTY-DEVELOPMENT STORM WATER MANAGEMENT ASSISTANCE PROJECT FOR 8421 AND 8425 CREEKSIDE LANE WITH J&R LANDSCAPING AND TREE SERVICES IN AN AMOUNT NOT TO EXCEED \$10,984.60

Roll Call: Ayes: Beilke, Belczak, Marchese, Schauer
 Nays: Kenny
 Absent: Chlystek, McIvor

Results: Ayes 4, Nays 1, Absent 2

MOTION DULY CARRIED

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

Alderman Marchese thanked residents and the City for supporting Lions Club Candy Days.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:26 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-17-16. Minutes of 10-17-16 CCM.



CITY OF DARIEN
GOAL SETTING SESSION MINUTES
MINUTES OF THE SPECIAL MEETING
October 27, 2016, 6:30pm,
Police Training Room

Present: Mayor Kathleen Weaver, Treasurer Michael Coren, Clerk JoAnne Ragona, Aldermen Ted Schauer, Tina Beilke, Joe Kenny, Tom Chlystek, Joe Marchese, Tom Belczak, Sylvia McIvor City Administrator Bryon Vana, Director of Municipal Services Dan Gombac, Assistant Administrator Paul Nosek, Police Chief Greg Thomas.

Call to Order: 6:30 P.M.

Garbage/Recycling Contract*

Staff advised that the City currently has a contract with Advanced Disposal (formally Veolia) for garbage, yard waste, and recycling services. The City approved a 4 year contract on February 7, 2011, and approved a 2 year contract extension on November 17, 2014. That extension is through March 31, 2017. Recently, Advanced Disposal contacted the City staff regarding a possible 5 year contract extension. The following 3 options were presented for discussion:

Option 1: Sticker program similar to our current program and also includes the free leaf pickup currently offered.

Option 2: Full cart program which would include Advanced Disposal providing garbage (35, 65, and 95 gallon size options) and recycling carts to all residents covered by the agreement. Yard waste stickers would still be required for landscape waste except for the free leaf program currently offered. Residents would also be permitted to place one bulk item (under 50 pounds) out per week without needing a sticker. Also, this option reduces the required stickers for bulk items from 2 to only 1 per bulk item. Residents will also be allowed to place up to 4 rolls of carpet (4ft long x 24in wide) out per week without needing stickers.

Option 3: Identical to Option 2 with the addition of free brush pickup. The brush pickup would be offered from April 1st to November 30th. Brush would be required to be bundled with biodegradable natural fiber twine (plastic or wire is prohibited), no larger than 4 feet in length/and brush no larger than 4 inches in diameter, and weighing no more than 50 pounds.

The majority consensus of the Council was option 2 with lowered prices for the 35 gallon cart. Staff will meet with Advanced Disposal to develop a contract for City Council consideration.

Darien Fest*

Representatives from the Darien Chamber addressed the Council regarding the 2017 Darien Fest. The Council discussed the Chamber's request for the City to provide free police and public works services. The majority consensus of the Council was to consider requiring a sliding scale reimbursement from the Chamber based on profits made from the fest. The Chamber was asked to provide a written proposal to the City based on the comments from the Council. The written proposal is to include a proposed sliding scale for reimbursement and tentative plan/schedule for the 2017 fest. The Council expressed that the 2017 fest should include more to create the event as a community event.

Police Department Goals*

Chief Thomas provided the City Council with proposed strategic plan for the Police Department to focus on over the next 2 years and answered questions from the Council.

Park District Request- Update Intergovernmental Agreement for Police Enforcement on Park District Property*

Staff advised there is currently an intergovernmental agreement (IGA) in place, dated November 6, 1995, providing for the Darien Police Department to enforce Park District Rules and Regulations on Park District property. The Park District updated its' rules and is requesting a new IGA with the City to enforce these rules. The City Staff has requested changes to the original draft provided by the Park District. The Consensus of the Council was to accept the Park District's request and formalize the updated agreement. Mayor Weaver suggested the agreement be revised to clarify which sections of the Park District's rules the Police Department may enforce. All agreed with Mayor Weaver's suggestion. Administrator Vana asked the Council if there is interest in adding language requiring reimbursement from the Park District for time police may spend enforcing Park rules. The Council concurred not to require reimbursement.

Clarendon Hills Road Mid-Block Cross Walk*

This year's budget included funds to conduct a feasibility study to determine if a mid-block crosswalk was warranted across Clarendon Hills Road near Community Park. The study was completed and concluded that a mid-block cross walk was not warranted for the study area. Director Gombac provided a comprehensive scope of work for the area around Clarendon Hills and Roger Roads including storm water improvements. The Council concurred that, prior to beginning any phase of this project, the City should conduct a drainage study to improve drainage near Clarendon Hills Road and Maple. Director Gombac advised that this study is not in the current budget but funds are available to conduct the study. The Consensus of the Council was to have the drainage study presented on the City Council Agenda for approval on November 7, 2016.

Review of 2016 Citizen Surveys*

The Council reviewed the results of the 2016 Citizen Survey.

Property Maintenance Enforcement

The Council discussed the City’s current Property Maintenance and Code Enforcement efforts to determine if these efforts should be more proactive. Staff advised that the City is primarily reactive to Property Maintenance and Code Enforcement in which we focus on responding to resident complaints of potential code violations. Some examples include RVs/boats parking in driveways, location of garbage cans on private property, houses in need of general repairs such as painting/rubbish accumulation, and storage of junk vehicles. The option for the City is to allocate time and resources to systematically patrol neighborhoods in order to identify property maintenance and code enforcement violations and require compliance. The majority consensus of the Council was to continue the current process for code enforcement.

75th Street and Cass Avenue Enhancements

Staff advised that the 75th Street and Cass Avenue lighting and landscaping improvements are now complete. The Council expressed their thoughts on the final improvements and provided opinions on any future beautification projects the Council may be interested in pursuing. The majority consensus of the Council was to make sure our maintenance plan is sufficient to properly care for the new planted areas and see how the area looks next year prior to adding more landscaped areas.

Adjournment

The meeting was adjourned at 9:32 pm.

KATHLEEN MOESLE WEAVER, MAYOR _____

JOANNE E. RAGONA, CITY CLERK _____



Mayoral Proclamation

Whereas, declaring November 17th “World Pancreatic Cancer Day” in the City of Darien; and

Whereas, in 2016, an estimated 53,070 people will be diagnosed with Pancreatic Cancer in the United States and 41,780 will die from the disease; and

Whereas, Pancreatic Cancer surpassed breast cancer this year to become the third leading cause of cancer deaths in the United States and is projected to become the second by 2020; and

Whereas, Pancreatic Cancer is the only major cancer with a five-year relative survival rate in the single digits at just 8 percent; and

Whereas, when symptoms of Pancreatic Cancer present themselves, it is generally in later states, and 71 percent of Pancreatic Cancer patients die within the first year of their diagnosis; and

Whereas, approximately 1640 deaths will occur in Illinois in 2016; and

Whereas, Pancreatic Cancer is the 7th most common cause of cancer-related death in men and women across the world; and

Whereas, there will be an estimated 418,451 new Pancreatic Cancer cases diagnosed globally in 2016; and

Whereas, the good health and well-being of the residents of Darien are enhanced as a direct result of increased awareness about Pancreatic Cancer and research into early detection, causes and effective treatments; therefore be it.

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim November 17th as

“WORLD PANCREATIC CANCER DAY”

in the City of Darien.

Mayoral Proclamation

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.

DONE, this 7th day of November Two-Thousand Sixteen.

Kathleen Moesle Weaver, Mayor

Attest:

JoAnne E. Ragona, City Clerk



CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Kathleen Moesle Weaver

DATE: November 3, 2016

**SUBJECT: REAPPOINTMENT TO HOLIDAY HOME DECORATING
COMMITTEE**

This is written to request your advice and consent to the reappointment of Elizabeth Hayes, Jim Kiser, and Gerry Leganski to the Holiday Home Decorating Committee. They have expressed an interest in continuing to serve the City in this capacity.

As always, if you have any questions, please contact me.
mg



CITY OF DARIEN

MEMO

TO: City Council

FROM: Kathleen Moesle Weaver

DATE: November 3, 2016

SUBJECT: REAPPOINTMENT TO CITIZEN OF THE YEAR COMMITTEE

This is written to request your advice and consent to the reappointment of Bonnie Kucera and Carol Mallers to the Citizen of the Year Committee. They have expressed an interest in continuing to serve the City in this capacity.

As always, if you have any questions, please contact me.

mg



CITY OF DARIEN

MEMO

TO: City Council

FROM: Kathleen Moesle Weaver

DATE: November 3, 2016

SUBJECT: APPOINTMENT TO CITIZEN OF THE YEAR COMMITTEE

This is written to request your advice and consent to the appointment of [Peggy Radakovitz](#) and [Merle Salazar](#) to the Citizen of the Year Committee. They have agreed to serve the City and have expressed an interest in this Committee.

As always, if you have any questions, please contact me.

mg



CITY OF DARIEN

APPLICATION FOR SERVICE ON CITY COMMISSION

Are you interested in serving on a City Commission? If so, please complete this application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Date Nov. 1, 2016
Name Peggy RADAKOVITZ

Address 2301 OAKMONT WAY (Phone) 630.910.3567

Email peggy87@the-global.net

How long have you lived in Darien? Sept. of 2001 - 15 yrs

Where did you live prior to coming to Darien? Wheaton, Ill

If Married, Spouse's Name Walter Children (include ages) 4-60, 57, 55, 51

Education: AAS Com Collg If you attended college, what was your major? Business

Present Employer Retired from IBM Phone ---

Address --- Fax ---

Nature of Occupation Admin Assistant

Other Employment Experience HR Specialist (part-time) for Rockwell Int'l

Interests and Hobbies? Reading, Politics
President of Waterfall Plus Condo Assn

Of what local organizations have you been a member? (Please include offices held, if any) none

Have you served the community in any other way? ---

Time you would have available to serve the City ---

In which of the following areas would you like to serve? (Please feel free to check more than one.)

- Environmental Committee
- Citizen of The Year Committee
- Planning And Zoning Commission
- Fire & Police Commission
- Police Pension Board
- Other (Please specify) ---

What are your qualifications for this position(s)?

Why are you interested in this position(s)?

What can you contribute to this board(s) or commissions(s)?



CITY OF DARIEN

APPLICATION FOR SERVICE ON CITY COMMISSION

Are you interested in serving on a City Commission? If so, please complete this application and return it to the Darien City Hall, 1702 Plainfield Road, Darien, Illinois 60561.

Date 11/01/2016

Name Merle Salazar

Address 1705 Clemens Rd Darien, Illinois 60561 (Phone) _____

Email merlupcn75@yahoo.com

How long have you lived in Darien? 30 years

Where did you live prior to coming to Darien? Chicago

If Married, Spouse's Name Ruben Children (include ages) Lenore-32 yrs old, Carl-28 yrs old

Education: BS Nursing If you attended college, what was your major? Nursing

Present Employer La Grange Hospital Phone _____

Address 5101 S Willow Springs Rd La Grange ,Ill 60525 Fax _____

Nature of Occupation Nurse Auditor

Other Employment Experience Clinical experiences--Medical /Surgical Nurse, Recovery Room Nurse

Interests and Hobbies? Travel, gardening

Of what local organizations have you been a member? (Please include offices held, if any) National Fil-American Historical

Filipino American Assn of South Dupage ,Filipino American Historical Society of Chicago--Board of Director,

Have you served the community in any other way? Volunteered at Mt Carmel Asst Living, FAASD parade on July 4

Started a Filipino Cultural group when out daughter was in middle school at Eisenhower

Time you would have available to serve the City _____

In which of the following areas would you like to serve? (Please feel free to check more than one.)

- | | |
|---|---|
| <input type="checkbox"/> Environmental Committee | <input checked="" type="checkbox"/> Citizen of The Year Committee |
| <input type="checkbox"/> Planning And Zoning Commission | <input type="checkbox"/> Fire & Police Commission |
| <input type="checkbox"/> Police Pension Board | <input type="checkbox"/> Other (Please specify) _____ |

What are your qualifications for this position(s)?

I have planned events for our Filipino organizations and events---cultural,social

I am organized and can be dependable as to the tasked assigned

I am friendly and easily get along with others--open minded.

Why are you interested in this position(s)?

.Now that the kids are grown and on their own --it is time for me to contribute more time to my community

What can you contribute to this board(s) or commissions(s)?

My social, planning ability and down to earth personality.

For a task assigned I make sure it is well done.



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
November 7, 2016**

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

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

General Fund				\$58,530.74
Water Fund				\$38,308.89
Motor Fuel Tax Fund				\$15,449.93
Water Depreciation Fund				\$24,040.00
Impact Fee Agency Fund				\$10,276.00
Debt Service Fund				\$0.00
Capital Improvement Fund				\$55,661.26
State Drug Forfeiture Fund				\$189.59
Federal Equitable Sharing Fund				\$19,573.19
			<i>Subtotal:</i>	<u>\$222,029.60</u>
General Fund Payroll	10/13/16	\$	214,914.04	
Water Fund Payroll	10/13/16	\$	19,153.87	
			<i>Subtotal:</i>	<u>\$ 234,067.91</u>
<i>Total to be Approved by City Council:</i>				<u>\$ 456,097.51</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/18/2016 Through 11/7/2016

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	MONTHLY COMPUTER SUPPORT-AUGUST 2016	AP110716	4325	Consulting/Professional	2,317.50
CALL ONE, INC.	MONTHLY TELEPHONE BILL FOR CITY OF DARIEN	AP110716	4267	Telephone	5,280.61
CHRONICLE MEDIA LLC	TREASURERS REPORT 2016	AP110716	4221	Legal Notices	500.00
COMCAST CABLE	CITY HALL COMAST BILL-OCT/NOV 2016	AP110716	4213	Dues and Subscriptions	16.88
HR SIMPLIFIED	SEPTEMBER COBRA NOTIFICATIONS	AP110716	4219	Liability Insurance	100.00
ILLINOIS PAPER & COPIER CO	KONICA COPIER CONTRACT	AP110716	4225	Maintenance - Equipment	100.95
NICOR GAS	NICOR GAS FOR CITY HALL- SEPTEMBER 2016	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	83.98
OFFICE DEPOT	2017 CALENDARS FOR CITY HALL	AP110716	4253	Supplies - Office	80.59
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP110716	4253	Supplies - Office	55.72
ROSENTHAL, MURPHEY, COBLENTZ	RVW FLSA MEMO /FILES FOR PUBLIC WORKS SUPERINTENDENT JOB	AP110716	4219	Liability Insurance	275.00
ROSENTHAL, MURPHEY, COBLENTZ	RVW EMAILS/ BRYON VANA- FLSA PW SUPERINT JOB DESCRIPTION	AP110716	4219	Liability Insurance	165.00
SIKICH PROFESSIONAL SERVICES	FY-16 AUDIT thru 9-30-16	AP110716	4320	Audit	3,437.00
STAPLES BUSINESS ADVANTAGE	2017 DRY ERASE CALENDARS	AP110716	4253	Supplies - Office	30.12
UNIQUE PRODUCTS & SERVICE CORP	RESTROOM TOWELS AND KLEENEX FOR CITY HALL	AP110716	4223	Maintenance - Building	64.02
UNLIMITED GRAPHIX, INC.	COPY PAPER AND TONER FOR CITY HALL	AP110716	4253	Supplies - Office	1,038.85

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VERIZON WIRELESS	MONTHLY VERIZION WIRELESS BILL-ADMIN	AP110716	4267	Telephone	502.98
				Total Administration	14,049.20

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ELEVATOR INSPECTION SERVICE CO	DARIEN PARK DIST-PIT LADDER INSTALLED-PASSED	AP110716	4328	Const/Prof Reimbursable	80.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION-712 Anderman Ln	AP110716	4328	Const/Prof Reimbursable	25.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION -715 Walnut	AP110716	4328	Const/Prof Reimbursable	25.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION-7503 Farmingdale Dr	AP110716	4328	Const/Prof Reimbursable	25.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION-7513 Farmingdale Dr	AP110716	4328	Const/Prof Reimbursable	25.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION-7619 Sussex Creek Dr	AP110716	4328	Const/Prof Reimbursable	25.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION- 7623 Sussex Creek Dr	AP110716	4328	Const/Prof Reimbursable	25.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION -7955 Cass Ave (Darien Exec Ctr)	AP110716	4328	Const/Prof Reimbursable	25.00
LEGION SERVICE PROVIDER	LAWN MOWING-6902 High Rd	AP110716	4328	Const/Prof Reimbursable	150.00
LEGION SERVICE PROVIDER	LAWN MOWING-3228 87th St	AP110716	4328	Const/Prof Reimbursable	150.00
LEGION SERVICE PROVIDER	LAWN MOWING- 9008 Darien Wood	AP110716	4328	Const/Prof Reimbursable	150.00
ROSENTHAL, MURPHEY, COBLENTZ	DRAFT CLIENT MEMO -MARCO ESTATES	AP110716	4219	Liability Insurance	330.00

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ROSENTHAL, MURPHEY, COBLENTZ	REVISE AND FORW MEMO -MARCO ESTATES	AP110716	4219	Liability Insurance	55.00
ROSENTHAL, MURPHEY, COBLENTZ	CLIENT FOLLOW UP -MARCO ESTATES	AP110716	4219	Liability Insurance	110.00
ROSENTHAL, MURPHEY, COBLENTZ	RESEARCH, PHOTOCOPIES, POSTAGE	AP110716	4219	Liability Insurance	114.89
ROSENTHAL, MURPHEY, COBLENTZ	S MANNING EMAIL RE:ALDI ORDINANCE- SEPTEMBER 2016	AP110716	4219	Liability Insurance	55.00
ROSENTHAL, MURPHEY, COBLENTZ	S MANNING EMAIL RE: ALDI BOND, HOUSING CODES	AP110716	4219	Liability Insurance	165.00
ROSENTHAL, MURPHEY, COBLENTZ	S MANNING EMAIL RE: K BYRNE /HOUSING COURT	AP110716	4219	Liability Insurance	220.00
ROSENTHAL, MURPHEY, COBLENTZ	RVW ORDINANCE-1017 LOUGHRAN	AP110716	4219	Liability Insurance	55.00
ROSENTHAL, MURPHEY, COBLENTZ	ORDINANCE PREP-1017 LOUGHRAN and 7218 BAYBERRY LN	AP110716	4219	Liability Insurance	55.00
ROSENTHAL, MURPHEY, COBLENTZ	RVW REVISE ORDINANCE 7218 BAYBERRY LN	AP110716	4219	Liability Insurance	55.00
ROSENTHAL, MURPHEY, COBLENTZ	APPROVAL PLAT SUBDIVISION/VARIATI... 8225 BAILEY RD	AP110716	4219	Liability Insurance	110.00
ROSENTHAL, MURPHEY, COBLENTZ	S MANNING EMAIL RE: MARCO ESTATES APPLICATION, TRUST DEEDS	AP110716	4328	Const/Prof Reimbursable	220.00
SCHOMIG LAND SURVEYORS LTD.	MINI TOPOGRAPHICAL 125 HOLLY AVE	AP110716	4328	Const/Prof Reimbursable	650.00

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Expenditure Journal
General Fund
Community Development
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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
STAPLES BUSINESS ADVANTAGE	PRINTER INK FOR PUBLIC WORKS	AP110716	4253	Supplies - Office	39.17
				Total Community Development	2,939.06

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Expenditure Journal
General Fund
Public Works, Streets
From 10/18/2016 Through 11/7/2016

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AFTERMATH	EMERGENCY CLEAN UP AT POLICE DEPT	AP110716	4223	Maintenance - Building	100.00
AFTERMATH	EMERGENCY CLEAN UP AT POLICE DEPT	AP110716-3	4223	Maintenance - Building	5.00
AMERICAN DOOR AND DOCK	GARAGE DOOR REPAIR PUBLIC WORKS	AP110716	4223	Maintenance - Building	394.35
ARCHITECTURAL BRONZE & ALUMINU	Plaque - Sadowski Donation	AP110716	4223	Maintenance - Building	206.00
AUTOMATED LOGIC	MONTHLY HVAC SERVICE FOR POLICE DEPT	AP110716	4223	Maintenance - Building	373.75
CASE LOTS, INC.	PAPER PRODUCTS	AP110716	4223	Maintenance - Building	350.08
CHICAGO METROPOLITAN FIRE PREV	CITY HALL FIRE ALARM MONITORING	AP110716	4223	Maintenance - Building	105.00
CHICAGO METROPOLITAN FIRE PREV	POLICE DEPT FIRE ALARM MONITORING	AP110716	4223	Maintenance - Building	105.00
CINTAS #769	MATT RENTAL -PUBLIC WORKS	AP110716	4223	Maintenance - Building	29.35
CINTAS #769	MATT RENTAL -POLICE DEPT	AP110716	4223	Maintenance - Building	34.38
CINTAS #769	MATT RENTAL -CITY HALL	AP110716	4223	Maintenance - Building	28.04
COM ED	CLOCK TOWER (7535 Cass)	AP110716	4223	Maintenance - Building	102.54
COM ED	PUBLIC WORKS SHOP- (1041 S FRONTAGE)	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.04
COM ED	METERED STREET LIGHTS (75th PLAINFIELD RD, DARIEN)	AP110716	4359	Street Light Oper & Maint.	447.89
COM ED	STREET LIGHTS (RT 25. S FRONTAGE, E CASS, DARIEN IL)	AP110716	4359	Street Light Oper & Maint.	90.53
DAS ENTERPRISES, INC.	10 HOURS OF HAULING 10-18-16	AP110716	4350	Forestry	845.52

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Expenditure Journal
General Fund
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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DAS ENTERPRISES, INC.	20.50 HOURS OF HAULING 10-21-16 (GRANDVIEW/DROVER)	AP110716	4374	Drainage Projects	1,691.04
DUPAGE TOPSOIL, INC.	STUMP DIRT	AP110716	4257	Supplies - Other	320.00
DYNEGEY ENERGY SERVICES	ENERGY -STREET LIGHTS	AP110716	4359	Street Light Oper & Maint.	1,722.80
FIRE & SECURITY SYSTEMS, INC.	RADIO MONITORING FOR PUBLIC WORKS SHOP	AP110716	4223	Maintenance - Building	52.50
FREEWAY FORD-STERLING TRUCK	REPAIR PART FOR TRUCK #106	AP110716	4229	Maintenance - Vehicles	16.84
GRADE A	STUMP RESTORATION (10-17 thru 10-24-16)	AP110716	4257	Supplies - Other	4,480.00
GRADE A	SIDEWALK RESTORATION (10-17 thru 10-24-16)	AP110716	4257	Supplies - Other	700.00
GRAINGER	WALL BASEBOARD FOR POLICE DEPT	AP110716	4223	Maintenance - Building	146.65
IL OFFICE -STATE FIRE MARSHALL	BOILER INSPECTION AT POLICE DEPT	AP110716	4223	Maintenance - Building	100.00
KARA COMPANY, INC.	WOOD LATHE FOR TREE PLANTING	AP110716	4350	Forestry	118.00
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS #207	AP110716	4225	Maintenance - Equipment	283.97
MC CANN INDUSTRIES INC	REPAIR PARTS FOR TRASH PUMP	AP110716	4225	Maintenance - Equipment	77.62
McMASTER-CARR	AIR FILTERS FOR POLICE DEPT	AP110716	4223	Maintenance - Building	198.05
NICOR GAS	NICOR GAS FOR PUBLIC WORKS SHOP	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	27.98
PATRIOT LANDSCAPE GROUP INC	DARIEN POINTE AND ENTRANCE SIGN LANDSCAPE	AP110716	4223	Maintenance - Building	320.00
PATTEN INDUSTRIES, INC.	REPAIR PARTS TRACTOR #205	AP110716	4225	Maintenance - Equipment	239.00

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Expenditure Journal
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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAGS ELECTRIC	LIGHT SHADE/FIXTURE -1022 SEAN CIRCLE	AP110716	4359	Street Light Oper & Maint.	502.50
RAGS ELECTRIC	LED LAMP SHADE -1309 GREENBRIAR	AP110716	4359	Street Light Oper & Maint.	189.00
RAGS ELECTRIC	TRIMMED TREE AND REPLACED PHOTO CELL -3300 PITCHER	AP110716	4359	Street Light Oper & Maint.	244.78
RAGS ELECTRIC	RELAMP AND CLEANED LENSE- OLDFIELD and GLEN EAGLES LN	AP110716	4359	Street Light Oper & Maint.	140.00
RAGS ELECTRIC	REMOVED/REPLACED BALLAST, RELAMPED -8006 SAWMILL CREEK	AP110716	4359	Street Light Oper & Maint.	350.00
RAGS ELECTRIC	REPULLED CABLE DOWN POLE -7129 CLARENDON HILLS RD	AP110716	4359	Street Light Oper & Maint.	209.00
RAGS ELECTRIC	REPULLED CABLE DOWN POLE -HINSDALE SOUTH FOOTBALL FIELD	AP110716	4359	Street Light Oper & Maint.	209.00
RAGS ELECTRIC	RELAMPED AND REPAIRED FUSE -CULDESAC HAMILTON LN/SOUTHSIDE	AP110716	4359	Street Light Oper & Maint.	109.77
RAGS ELECTRIC	RELAMP -TALL PINES & CASS AVE	AP110716	4359	Street Light Oper & Maint.	140.00
RAGS ELECTRIC	RELAMP- TALL PINES & BRISTLE COVE CT	AP110716	4359	Street Light Oper & Maint.	140.00
RAGS ELECTRIC	RELAMP, FUSES - BRISTLE COVE CT and PONDEROSA CT	AP110716	4359	Street Light Oper & Maint.	180.00
RAGS ELECTRIC	RELAMP -8409 CAPTONS LANE	AP110716	4359	Street Light Oper & Maint.	140.00

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Expenditure Journal
General Fund
Public Works, Streets
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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAGS ELECTRIC	RELAMP, FUSE, BALLAST- 8425 CAPTONS LANE	AP110716	4359	Street Light Oper & Maint.	390.00
RAGS ELECTRIC	CHECK SURROUNDING POLES of LAKEVIEW KNOCKDOWN (replac pend)	AP110716	4359	Street Light Oper & Maint.	97.00
RED WING SHOES	PAUL DEVINE UNIFORM	AP110716	4269	Uniforms	148.50
RED WING SHOES	DAVE BROWN -BOOTS	AP110716	4269	Uniforms	182.74
RIC MAR INDUSTRIES, INC.	MECHANIC SUPPLIES FOR SHOP	AP110716	4225	Maintenance - Equipment	637.10
RICHARD AMBADIPUDI	OVERPAID REAR YARD PROJECT (expense was adjusted)	AP110716	4374	Drainage Projects	315.67
SCHOMIG LAND SURVEYORS LTD.	PLAT OF EASEMENT 125 HOLLY AVE	AP110716	4374	Drainage Projects	850.00
SEASON COMFORT, CORP.	EMERGENT CALL FOR POLICE DEPT HVAC	AP110716	4223	Maintenance - Building	236.00
SITEONE LANDSCAPE SUPPLY LLC	SEED STARTER MULCH FOR TREE RESTORATIONS	AP110716	4257	Supplies - Other	210.40
SITEONE LANDSCAPE SUPPLY LLC	PARKWAY RESTORATIONS (CONCRETE REPAIR)	AP110716	4257	Supplies - Other	434.24
STAPLES BUSINESS ADVANTAGE	2017 DRY ERASE CALENDARS	AP110716	4253	Supplies - Office	5.30
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP110716	4223	Maintenance - Building	63.45
UNIQUE PRODUCTS & SERVICE CORP	RESTROOM BUCKET COMBO, ALUMINUM HANDLE	AP110716	4223	Maintenance - Building	152.08
UNIQUE PRODUCTS & SERVICE CORP	RESTROOM SUPPLIES FOR PD	AP110716	4223	Maintenance - Building	132.00

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Expenditure Journal
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Public Works, Streets
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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VERIZON WIRELESS	MONTHLY VERIZION WIRELESS BILL -STREETS	AP110716	4267	Telephone	444.46
WESTERN IRRIGATION	IRRIGATION SYSTEM-SHUT DOWN	AP110716	4223	Maintenance - Building	185.00
				Total Public Works, Streets	20,777.91

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 10/18/2016 Through 11/7/2016

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	REPAIR 2007 TAHOE (11)	AP110716	4229	Maintenance - Vehicles	650.59
ADVANTAGE CHEVROLET	REPAIR 2007 TAHOE (11)	AP110716	4229	Maintenance - Vehicles	428.99
ADVANTAGE CHEVROLET	REPAIR 2012 TAHOE (16)	AP110716	4229	Maintenance - Vehicles	190.04
ADVANTAGE CHEVROLET	REPAIR 2007 TAHOE (11)	AP110716	4229	Maintenance - Vehicles	201.29
ADVANTAGE CHEVROLET	REPAIR 2007 TAHOE (11)	AP110716	4229	Maintenance - Vehicles	187.50
ADVANTAGE CHEVROLET	REPAIR 2007 TAHOE (11)	AP110716	4229	Maintenance - Vehicles	275.72
ALTERNATIVE BUSINESS SUPPLIERS	COPIER SERVICE AGREEMENT RENEWAL-FOR POLICE DEPT	AP110716	4225	Maintenance - Equipment	1,180.00
ANTON HRUBY	BOOTS (Gander Mtn/Overtons)	AP110716	4269	Uniforms	81.25
COLLEGE OF DU PAGE	KRUZEL #317 -MANDATORY CORE TRAINING	AP110716	4263	Training and Education	3,113.00
ELMHURST MEMORIAL HOSPITAL	TEDESCO #316 -NEW HIRE MEDICAL EXAM FEES	AP110716	4205	Boards and Commissions	764.00
ELMHURST OCCUPATIONAL HEALTH	MEDICAL EXAM FEES FOR NEW RECRUIT -MARINEZ	AP110716	4205	Boards and Commissions	756.00
INDUSTRIAL ORG SOLUTIONS	PSYCH EVAL- MARINEZ 9-27-16	AP110716	4205	Boards and Commissions	485.00
INDUSTRIAL ORG SOLUTIONS	PSYCH EVAL - KRUZEL, 9-27-16	AP110716	4205	Boards and Commissions	485.00
INDUSTRIAL ORG SOLUTIONS	PSYCH EVAL - TEDESCO 10-13-16	AP110716	4205	Boards and Commissions	485.00
KARA FOYLE-PRICE	DETECTIVE FOYLE-PRICE #329 -JACKET/SHOES (Duluth Trading)	AP110716	4269	Uniforms	211.65
LAUREN RENNER	HOLSTER (Amazon)	AP110716	4269	Uniforms	30.00
MOBILE TEAM TRAINING UNIT IV	FOYLE-PRICE #329 - (Training) Supervising Liquor/Tobacco Enf	AP110716	4263	Training and Education	50.00

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Expenditure Journal
General Fund
Police Department
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NICOR GAS	NICOR GAS FOR POLICE DEPT	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	14.19
NORTHEAST MULTIREGIONAL TRNG	DET SIMEK #339 -DOMESTIC VIOLENCE INVESTIGATION TRAINING	AP110716	4263	Training and Education	150.00
NORTHEAST MULTIREGIONAL TRNG	DOMESTIC EXTREMISM /HATE GROUPS TRAINING -THOMAS #300	AP110716	4263	Training and Education	50.00
NORTHWESTERN UNIVERSITY	PREVENT COMMUNITY CRISIS (Training -Chief Thomas)	AP110716	4263	Training and Education	645.00
PORTER LEE CORPORATION	LABELS, RESIN RIBBON FOR EVIDENCE	AP110716	4217	Investigation and Equipment	133.24
PUBLIC SAFETY DIRECT	ZEBRA PRINTER CABLES (Units 1,5,14) REMOVE COMPUTER (Unit 30	AP110716	4229	Maintenance - Vehicles	244.97
PUBLIC SAFETY DIRECT	UP-FITTING OF NEW ADMIN VEHICLE D38	AP110716	4815	Equipment	4,074.77
RAY O'HERRON CO. INC.	BADGES FOR NEW OFFICERS -3	AP110716	4269	Uniforms	266.70
RAY O'HERRON CO. INC.	NORWOOD #310 -NAVY CAP AND HAT BAND	AP110716	4269	Uniforms	52.99
RAY O'HERRON CO. INC.	HELLMANN #331 - GLOVES	AP110716	4269	Uniforms	49.99
RAY O'HERRON CO. INC.	LISS #315 -JACKET	AP110716	4269	Uniforms	108.00
RAY O'HERRON CO. INC.	RUNDELL #305- SHIRT	AP110716	4269	Uniforms	37.95
RAY O'HERRON CO. INC.	KRUZEL #317 -TRAFFIC VEST	AP110716	4269	Uniforms	44.99
RAY O'HERRON CO. INC.	COMMANDER AND SGT BADGES	AP110716	4269	Uniforms	1,175.24

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Expenditure Journal
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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAY O'HERRON CO. INC.	AUX OFFICER GUGLIELMO- NAMETAPE AND PATCHES SEWN	AP110716	4269	Uniforms	32.00
RAY O'HERRON CO. INC.	KRUZEL #317 -START UP GEAR	AP110716	4269	Uniforms	611.50
RAY O'HERRON CO. INC.	RENTKA #325 -GEAR BAG	AP110716	4269	Uniforms	65.99
RAY O'HERRON CO. INC.	TOPEL #318 -POUCH MAG	AP110716	4269	Uniforms	25.95
RAY O'HERRON CO. INC.	NORWOOD #310 -BALLISTIC VEST	AP110716	4269	Uniforms	739.95
RAY O'HERRON CO. INC.	SGT LISS #315 - REIMBURSEMENT	APCREDIT-110...	4269	Uniforms	(40.00)
RAY O'HERRON CO. INC.	PICCOLI #319 - POUCH MAG RETURNED	APCREDIT-110...	4269	Uniforms	(38.99)
RICHARD STUTTE	STUTTE-(Bass Pro Shops)	AP110716	4269	Uniforms	75.92
ROSENTHAL, MURPHEY, COBLENTZ	PHONE CONF- CHIEF /BRYON /US ATTNY CORRES RE: REQ DOCUMENTS	AP110716	4219	Liability Insurance	110.00
STAPLES BUSINESS ADVANTAGE	TONER PURCHASE	AP110716	4253	Supplies - Office	322.18
STAPLES BUSINESS ADVANTAGE	TONER RETURNED-CREDIT 8041384425	AP110716	4253	Supplies - Office	(67.65)
STAPLES BUSINESS ADVANTAGE	3 TONER FOR DETECTIVES, CLIPBOARDS, MISC SUPPLIES	AP110716	4253	Supplies - Office	614.39
VERIZON WIRELESS	MONTHLY VERIZION WIRELESS BILL-POLICE DEPT	AP110716	4267	Telephone	1,690.27

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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Police Department	20,764.57
				Total General Fund	58,530.74

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 10/18/2016 Through 11/7/2016

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AMERICAN DOOR AND DOCK	GARAGE DOOR REPAIR PUBLIC WORKS	AP110716	4223	Maintenance - Building	394.35
ASSOCIATED TECHNICAL SERVICES	LEAK SURVEY	AP110716	4326	Leak Detection	1,850.00
ASSOCIATED TECHNICAL SERVICES	LEAK LOCATING -3480 BREWER	AP110716	4326	Leak Detection	845.50
CASE LOTS, INC.	PAPER PRODUCTS	AP110716	4223	Maintenance - Building	350.07
COM ED	2103 75th St PUMPING STATION	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	374.33
COM ED	2101 75th St PUMPING STATION	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	63.14
COM ED	PUBLIC WORKS SHOP- (1041 S FRONTAGE)	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
DAS ENTERPRISES, INC.	20.50 HOURS OF HAULING ON 10-14-16 (HONEY LOCUST)	AP110716	4231	Maintenance - Water System	1,691.04
DAS ENTERPRISES, INC.	20.25 HOURS OF HAULING 10-17-16 (VILLAGE CT)	AP110716	4231	Maintenance - Water System	1,670.42
DAS ENTERPRISES, INC.	30.75 HOURS OF HAULING 10-13-16 (PLAINFIELD/WILMETT)	AP110716	4231	Maintenance - Water System	2,536.56
DONALD C RATHS	EXISTING VAULT STRUCTURE -MANNING RD	AP110716	4325	Consulting/Professional	900.00
DYNEGEY ENERGY SERVICES	67th ST WATER TOWER	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	55.53
DYNEGEY ENERGY SERVICES	ENERGY -WELL #7	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	29.47
DYNEGEY ENERGY SERVICES	ENERGY -PLANT #5	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	98.57
DYNEGEY ENERGY SERVICES	ENERGY -PLANT #2	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,676.15
DYNEGEY ENERGY SERVICES	ENERGY -PLANT #3	AP110716	4271	Utilities (Elec,Gas,Wtr,Sewer)	89.55
FIRE & SECURITY SYSTEMS, INC.	RADIO MONITORING FOR PUBLIC WORKS SHOP	AP110716	4223	Maintenance - Building	52.50
FREEWAY FORD-STERLING TRUCK	REPAIR PARTS FOR TRUCK #408	AP110716	4225	Maintenance - Equipment	42.96

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HD SUPPLY WATERWORKS, LTD	EMERGENCY PICK-UP (REPAIR CLAMP FOR WILMETTE)	AP110716	4231	Maintenance - Water System	109.00
HD SUPPLY WATERWORKS, LTD	CAPS & PLUGS FOR WILMETTE	AP110716	4231	Maintenance - Water System	215.68
HD SUPPLY WATERWORKS, LTD	4 INCH SOLID SLEEVE w/MEGLAUG KIT	AP110716	4231	Maintenance - Water System	186.52
HD SUPPLY WATERWORKS, LTD	BELL JOINT CLAMPS (No Bid)	AP110716-1	4231	Maintenance - Water System	846.00
HD SUPPLY WATERWORKS, LTD	METAL DETECTOR	AP110716-1	4815	Equipment	645.00
HD SUPPLY WATERWORKS, LTD	1 inch WATER METERS and GASKETS	AP110716-1	4880	Water Meter Purchases	4,312.00
NICOR GAS	PLANT #5 (8600 Lemont)	AP110716	4271	Utilities (Elec, Gas, Wtr, Sewer)	42.05
NICOR GAS	PLANT #3 (1930 Manning)	AP110716	4271	Utilities (Elec, Gas, Wtr, Sewer)	40.86
NICOR GAS	PLANT #4 (1897 Manning)	AP110716	4271	Utilities (Elec, Gas, Wtr, Sewer)	25.65
PAVEMENT SYSTEMS	WATER SYSTEM REPAIRS	AP110716	4231	Maintenance - Water System	11,340.00
RED WING SHOES	DON BEUSEE -BOOTS	AP110716	4269	Uniforms	106.24
RED WING SHOES	DON BEUSEE UNIFORM	AP110716	4269	Uniforms	390.27
SIKICH PROFESSIONAL SERVICES	FY-16 AUDIT thru 9-30-16	AP110716	4320	Audit	3,437.00
STAPLES BUSINESS ADVANTAGE	PRINTER INK FOR PUBLIC WORKS	AP110716	4253	Supplies - Office	39.17
STAPLES BUSINESS ADVANTAGE	2017 DRY ERASE CALENDARS	AP110716	4253	Supplies - Office	5.30
SUBURBAN LABORATORIES	WATER SAMPLES	AP110716	4241	Quality Control	161.50
VERIZON WIRELESS	MONTHLY VERIZION WIRELESS BILL-WATER DEPT	AP110716	4267	Telephone	444.46
WILLCO GREEN LLC	VARIOUS DIGS FOR WATER SYSTEM REPAIR	AP110716	4231	Maintenance - Water System	1,296.00
ZIEBELL WATER SERVICE PRODUCTS	WATER MAIN REPAIR CLAMPS	AP110716	4231	Maintenance - Water System	918.00
				Total Public Works, Water	38,308.89

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Water Fund	38,308.89

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 10/18/2016 Through 11/7/2016

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DUPAGE MATERIALS COMPANY	COLD PATCH	AP110716	4245	Road Material	1,285.20
ELMHURST CHICAGO STONE COMPANY	3/4 INCH STONE	AP110716	4245	Road Material	3,174.93
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO PUBLIC WORKS	AP110716	4245	Road Material	1,074.98
ELMHURST CHICAGO STONE COMPANY	SEWER PIPE BACKFILL (GRANDVIEW)	AP110716	4257	Supplies - Other	1,430.56
K-FIVE CONSTRUCTION	ROAD PATCH	AP110716	4245	Road Material	392.20
K-FIVE CONSTRUCTION	ROAD MATERIAL	AP110716	4245	Road Material	982.80
K-FIVE CONSTRUCTION	ROAD MATERIAL	AP110716	4245	Road Material	284.90
K-FIVE CONSTRUCTION	ROAD MATERIAL	AP110716	4245	Road Material	92.50
K-FIVE CONSTRUCTION	ROAD MATERIAL	AP110716	4245	Road Material	92.50
K-FIVE CONSTRUCTION	ROAD PATCH/ SUPPLIES	AP110716	4257	Supplies - Other	559.63
LEHIGH HANSON	SUPPLIES FOR GRANDVIEW	AP110716	4257	Supplies - Other	3,104.50
NORWALK TANK	BARREL AND RISER	AP110716	4257	Supplies - Other	137.75
NORWALK TANK	RCP AND GASKET GRANDVIEW RD IMPROVEMENT	AP110716	4257	Supplies - Other	752.64
NORWALK TANK	TAR, GRATE -GRANDVIEW RD IMPROVEMENT	AP110716	4257	Supplies - Other	1,924.84
TAMELING, INC.	FABRIC FOR EROSION CONTROL	AP110716	4257	Supplies - Other	160.00
Total MFT Expenses					15,449.93
Total Motor Fuel Tax					15,449.93

CITY OF DARIEN
Expenditure Journal
Impact Fee Agency Fund
Impact Fee Expenditures
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CENTER CASS DISTRICT #66	2146 COTTAGE LANE-IMPACT FEE	AP110716	4215	Impact Fees Disbursed	1,775.00
CENTER CASS DISTRICT #66	2142 COTTAGE LANE-IMPACT FEE	AP110716	4215	Impact Fees Disbursed	1,775.00
DARIEN PARK DISTRICT	2146 COTTAGE LANE-IMPACT FEE	AP110716	4215	Impact Fees Disbursed	2,735.00
DARIEN PARK DISTRICT	2142 COTTAGE LANE-IMPACT FEE	AP110716	4215	Impact Fees Disbursed	2,735.00
DOWNERS GROVE SOUTH H.S.	2146 COTTAGE LANE-IMPACT FEE	AP110716	4215	Impact Fees Disbursed	507.00
DOWNERS GROVE SOUTH H.S.	2142 COTTAGE LANE-IMPACT FEE	AP110716	4215	Impact Fees Disbursed	507.00
INDIAN PRAIRIE PUBLIC LIBRARY	2146 COTTAGE LANE -IMPACT FEE	AP110716	4215	Impact Fees Disbursed	121.00
INDIAN PRAIRIE PUBLIC LIBRARY	2142 COTTAGE LANE- IMPACT FEE	AP110716	4215	Impact Fees Disbursed	121.00
				Total Impact Fee Expenditures	10,276.00
				Total Impact Fee Agency Fund	10,276.00

CITY OF DARIEN
Expenditure Journal
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SHELL	GAS FOR GLOMB #332	AP110716	4273	Vehicle (Gas and Oil)	189.59
				Total Drug Forfeiture Expenditures	189.59
				Total State Drug Forfeiture Fund	189.59

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
HD SUPPLY WATERWORKS, LTD	5/8 x 3/4 WATER METERS	AP110716-1	4390	Capital Improv-Infrastructure	12,000.00
HD SUPPLY WATERWORKS, LTD	5/8 X 3/4 METERS and GASKETS	AP110716-1	4390	Capital Improv-Infrastructure	12,040.00
				Total Depreciation Expenses	24,040.00
				Total Water Depreciation Fund	24,040.00

CITY OF DARIEN
Expenditure Journal
Federal Equitable Sharing Fund
Drug Forfeiture Expenditures
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VWR INTERNATIONAL LLC	DRYING CABINETS FOR EVIDENCE ROOM-(Seized Funds)	AP110716	4213	Dues and Subscriptions	19,573.19
				Total Drug Forfeiture Expenditures	19,573.19
				Total Federal Equitable Sharing Fund	19,573.19

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 10/18/2016 Through 11/7/2016

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BERNICE ALLEGRETTI	RESIDENT REIMBURSEMENT-SIDEWALK 1632 Golfview Drive	AP110716	4380	Sidewalk Replacement Progr...	307.10
DAS ENTERPRISES, INC.	10.25 HOURS OF HAULING 10-13-16 (72nd STREET)	AP110716	4376	Ditch Projects	845.52
DENLER INC.	FIBER CRACK FILL AND CITY HALL STRIPING	AP110716	4382	Crack Seal Program	44,234.14
DENLER INC.	FIBER CRACK FILL AND CITY HALL STRIPING	AP110716	4390	Capital Improv-Infrastructure	834.50
DUPAGE TOPSOIL, INC.	72nd STREET DITCH RESTORATION	AP110716	4376	Ditch Projects	640.00
LAKESHORE LIGHTING	CONSULTATION FEE	AP110716	4325	Consulting/Professional	1,800.00
LAKESHORE LIGHTING	LED Change Out -Streetlight Retrofit Project-PHOTOCELL	AP110716	4390	Capital Improv-Infrastructure	4,000.00
PAVEMENT SYSTEMS	BENTLY ROAD PATCHES	AP110716	4855	Street Reconstruction/Rehab	<u>3,000.00</u>
				Total Capital Fund Expenditures	<u>55,661.26</u>
				Total Capital Improvement Fund	<u>55,661.26</u>
Report Total					<u><u>222,029.60</u></u>



AGENDA MEMO
CITY COUNCIL
Meeting Date: November 7, 2016

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Historical Society.

BACKUP

Background/History

The Darien Historical Society has applied for a raffle license; the raffle will be held on November 18, 2016. They have also requested a waiver of the bond requirement. The City regularly waives this requirement for qualified charitable, non-profit organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Darien Historical Society raffle be waived.

Alternate Consideration

Do not waive the bond requirement.

Decision Mode

This item will be placed on the November 7, 2016 City Council Agenda for formal consideration.

Darien Historical Society



Old Lee School

September 20, 2016

City of Darien
Mayor Kathleen Weaver & City Council
1702 Plainfield Road
Darien, Illinois

Dear Madam Mayor and Council Members:

The Darien Historical Society requests a Waiver of Bond to be extended for its "Turkey Raffle" scheduled on November 18, 2016. Said event will be held at Chuck's Restaurant on Cass Avenue in Darien, Illinois.

Members of the society thank you for your consideration. Your reply may be sent to the Darien Historical Society, 7422 Cass Avenue, Darien, Illinois 60561, care of Deborah Coulman, Event Co-ordinator.

Sincerely,


Alice Brennan
Secretary

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License
 Class B License

NAME OF ORGANIZATION: DARIEN HISTORICAL SOCIETY

ADDRESS: 7422 Cass Avenue DARIEN, IL 60561

TELEPHONE NUMBER: 630 (914-7033) FAX NUMBER: —

TYPE OF ORGANIZATION: Choose a Type
(Charitable) (Educational) Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Chuck's Restaurant on Cass Avenue, Darien

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
6pm - 10 pm

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
11-18-16 8-10 pm

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Chuck's Restaurant

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

Dean Rodkin
Presiding Officer

ATTEST:

Alice M. Brennan
Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
City Council
November 7, 2016

Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2017 Street Maintenance Program, in an amount not to exceed \$10,500.00.

RESOLUTION

Background/History

Attached and labeled as [Attachment A](#), please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 54 pavement corings for the tentatively proposed 2017 Street Maintenance Program. The following roads have been slated for the 2017 Street Maintenance Program:

STREET	RATING	SUB DIVISION	LIMIT	ROAD LENGTH	CORES	LAST REHAB
Peony Place	66	Marion Hills North	Brookbank - High	660	1	2002
Western Ave	65	North of 67th	67th - north limit	600	1	2004
72nd Street	67	Plainfield Highlands	72nd Street	2000	4	2005
79th St	67	Brookhaven#1	Cass - Sawyer	4160	8	2002
Gold Grove Dr	65	Downers Fairview	71st - Gigi	1160	2	2005
Carlisle Ct	67	Carriage Greens #4	N Frontage - Kimberly	1820	4	2005
Kimberly Ct	67	Carriage Greens #4	Lake Ridge - Kentwood	360	1	2005
Kentwood Ct	67	Carriage Greens #4	Carlisle - Kimberly	1060	2	2005
Willowcreek Ln	68	Carriage Greens #3	Bailey - evergreen	990	2	2003
Winterberry Ln	67	Carriage greens #3	Bailey - evergreen	780	2	2003
Waterfall Glen Blvd	67	Waterfall Glen	S Frontage - S Frontage	2130	4	2000
Waverly Ct	67	Waterfall Glen	Waterfall Glen to limit	330	1	2000
Forest Glen Ct	67	Waterfall Glen	Waterfall Glen to limit	200	1	2000

Fountain Point Cir	67	Waterfall Glen	Waterfall Glen to limit	200	1	2000
Richmond Ave (Alternate)	69	Hinsbrook	67th - Seminole	5100	10	2006
* Brookhaven (Alternate)	67	Brookhaven#1	Warwick - Janet	1320	3	2005
* Bentley (Alternate)	65	North of 67th	67th - N Limit	650	1	2003
*Seminole Drive (Alternate)	67	Hinsbrook	Plainfield - Hinsbrook	3200	6	2005
				26720.0	54	

The proposed Engineering Agreement includes the following scope of services:

Task 1 - Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's sub-consultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 54 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 - Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2017 Road Program based on the City's budget.

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

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

Task 1	Geotechnical Investigation	\$ 10,000
Task 2	Evaluation of Geotechnical Report	\$. 500
	TOTAL	\$ 10,500

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

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

Pavement Coring Agreement

November 7, 2016

Page 3

Funding for the Engineering Services would be expended from the following line item of the FY 16/17 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY16/17 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE177004	ROAD CORE SPECS/TESTING SERVICES	\$13,200.00	\$ 10,500.00	\$ 2,700

Staff Recommendation

Municipal Services Committee recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$10,500.00.

Alternate Consideration

As directed by City Council.

Decision Mode

This item will be placed on the November 7, 2016 City Council agenda for formal consideration.

MEMO


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 4, 2016

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

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services
 2017 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2017 Road Program. Included below you will find our Understanding of the Assignment and **Scope and Fee**.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2017 Road Program will consist of the following streets:

PROPOSED 2017 ROAD PROGRAM			
STREET	LIMITS	ROAD LENGTH	CORES
Peony Place	Brookbank to High	660	1
Western Ave	67th to North Limit	600	1
72nd Street	72nd Street	2000	4
79th St	Cass to Sawyer	4160	8
Gold Grove Dr	71st to Gigi	1160	2
Carlisle Ct	N Frontage to Kimberly	1820	4
Kimberly Ct	Lake Ridge to Kentwood	360	1
Kentwood Ct	Carlisle to Kimberly	1060	2
Willowcreek Ln	Bailey to Evergreen	990	2
Winterberry Ln	Bailey to Evergreen	780	2
Waterfall Glen Blvd	S Frontage to S Frontage	2130	4
Waverly Ct	Waterfall Glen to Limit	330	1

Forest Glen Ct	Waterfall Glen to Limit	200	1
Fountain Point Cir	Waterfall Glen to Limit	200	1
Richmond Ave (Alternate)	67th to Seminole	5100	10
Brookhaven (Alternate)	Warwick to Janet	1320	3
Bentley (Alternate)	67th to N Limit	650	1
Seminole Drive (Alternate)	Plainfield to Hinsbrook	3200	6
BASE BID		26,720	54

Please note that cores have been providing taken on Timber Lane, Discosola Court, Marco Court, Woodland Drive, Wilmette Avenue and Manning Road in previous years.

SCOPE AND FEE

Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 54 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2017 Road Program based on the City's budget.

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

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

Task 1	Geotechnical Investigation	\$ 10,000
Task 2	Evaluation of Geotechnical Report	\$ 500
TOTAL		\$ 10,500

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

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN
ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING,
LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2017 STREET
MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$10,500.00**

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2017 Street Maintenance Program in an amount not to exceed a total cost of \$10,500.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 7th day of November, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 7th day of November, 2016.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 4, 2016

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2017 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2017 Road Program. Included below you will find our Understanding of the Assignment and **Scope and Fee**.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2017 Road Program will consist of the following streets:

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Richmond Ave (Alternate)	67th to Seminole	5100	10
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BASE BID		26,720	54

Please note that cores have been providing taken on Timber Lane, Discosola Court, Marco Court, Woodland Drive, Wilmette Avenue and Manning Road in previous years.

SCOPE AND FEE

Task 1 – Geotechnical Investigation

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

Task 1	Geotechnical Investigation	\$ 10,000
Task 2	Evaluation of Geotechnical Report	\$ 500
TOTAL		\$ 10,500

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

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2016

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	152
Engineer III	138
Engineer I/II	109
Survey V	213
Survey IV	180
Survey III	153
Survey II	111
Survey I	87
Engineering Technician V	180
Engineering Technician IV	146
Engineering Technician III	131
Engineering Technician I/II	114
CAD Manager	159
Assistant CAD Manager	139
CAD II	138
CAD I	108
GIS Specialist III	132
GIS Specialist I/II	73
Landscape Architect	152
Environmental Resource Specialist V	195
Environmental Resource Specialist IV	150
Environmental Resource Specialist III	126
Environmental Resource Specialist I/II	103
Environmental Resource Technician	99
Administrative	98
Engineering Intern	59
Information Technician III	116
Information Technician I/II	107

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



AGENDA MEMO
City Council
October 24, 2016

Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2017 Street Maintenance Program, in an amount not to exceed \$32,748.00.

RESOLUTION

Background/History

Attached and labeled as [Attachment A](#), please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2017 Street Maintenance Program. The following roads have been slated for the 2017 Street Maintenance Program:

**PROPOSED
2017 ROAD
PROGRAM**

STREET	RATING	SUBDIVISION	LIMITS	ROAD LENGTH (linear ft)	PREVIOUS RESURFACING
Timber Lane	65	Hinsbrook	Cass-Darien Lane	1050	2004
Dicosola Court	64	Darien Club	Sweetbriar-Limit	350	2004
Marco Court	67	Marco Estates	Bailey-Limit	500	2004
Woodland Drive	65	Farmingdale Terrace South	N. Frontage to Limit	1000	2000
Wilmette Ave	65	Hidden Lakes	N. Frontage to Limit	850	2000
Manning Rd	65	Farmingdale Ridge	Lyman-Plainfield	5500	2001
Peony Place	66	Marion Hills North	Brookbank-High	660	2002
Western Ave	65	North of 67 th	67 th – north limit	600	2004
72 nd Street	67	Plainfield Highland	72 nd Street	2000	2005
79 th Street	67	Brookhaven #1	Cass-Sawyer	4160	2002
Gold Grove Dr	65	Downers Fairview	71 st – Gigi	1160	2005
Carlisle Court	67	Carriage Greens #4	N. Frontage-Kimberly	1820	2005
Kimberly Court	67	Carriage Greens #4	Lake Ridge-Kentwood	360	2005

2017 Road Program Engineering Agreement

November 7, 2016

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Kentwood Court	67	Carriage Greens #4	Carlisle-Kimberly	1060	2005
Willowcreek Ln	68	Carriage Greens #3	Bailey-Evergreen	990	2003
Winterberry Ln	67	Carriage Greens #3	Bailey-Evergreen	780	2003
Waterfall Glen Blvd	67	Waterfall Glen	S. Frontage-S.Frontage	2130	2000
Waverly Court	67	Waterfall Glen	Waterfall Glen-Limit	330	2000
Forest Glen Court	67	Waterfall Glen	Waterfall Glen-Limit	200	2000
Fountain Point Circ	66	Marco Smart	Bailey-Limit	800	2000
LINEAR FEET			BASE BID	25,700	
MILES –BASE BID				4.867424	
ALTERNATES					
Richmond Ave (Alternate 1)	69	Hinsbrook	67 th – Seminole	5100	2006
*Brookhaven (Alternate 2)	67	Brookhaven #1	Warwick-Janet	1320	2005
*Bentley (Alternate 3)	65	North of 67 th	67 th – N. Limit	650	2003
*Seminole Drive (Alternate 4)	67	Hinsbrook	Plainfield-Hinsbrook	3200	2005
LINEAR FEET			ALTERNATE	10,270	
MILES - ALTERNATE BID				1.9450	
LINEAR FEET – TOTAL WITH ALT				35,970	
MILES – TOTAL WITH ALT				6.81	

Pavement resurfacing will include the grinding 2¼ inches of the existing roadway pavement, patching poor areas, the installation of 1½ inches of roadway surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing roadway pavement, patching poor areas, the installation of 1 ½ inches of roadway surface course, 2 ½ inches of roadway course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 35,970 feet (6.81 miles).

Task 1 – Field Reconnaissance: CBBEL Staff will perform a Field Reconnaissance of the

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

Engineer V	\$191/hr x 24 hrs	= \$ 4,584
Engineer 1/11	\$109/hr x 24 hrs	= \$ <u>2,616</u>
Total		= \$ 7,200

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

Engineer V	\$191/hr x 24 hrs	=\$ 4,584
Engineer I/II	\$109/hr x 100 hrs	= <u>\$10,900</u>
Total		=<u>\$15,484</u>

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

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

Engineer V	\$191/hr x 4 hrs	= \$ 764
Engineer 1/11	\$109/hr x 6 hrs	= \$ <u>654</u>
Total		=<u>\$1,418</u>

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

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

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

Cost for Task 1- \$ 7,200.00

2017 Road Program Engineering Agreement

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

Funding for the Engineering Services would be expended from the following line item of the FY16/17 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 16/17 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	FYE177003	ENGINEERING BID SPECIFICATIONS	\$33,000.00	\$ 32,748.00	\$ 52.00

Staff Recommendation

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

Alternate Consideration

As directed by City Council.

Decision Mode

This item will be placed on the November 7, 2016 City Council agenda for formal consideration.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 4, 2016

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2017 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2017 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2017 Road Program will consist of resurfacing for the following streets:

STREET	LIMITS	ROAD LENGTH
Timber Ln	Cass to Darien Ln	1050
Discosola Ct	Sweetbriar to Limit	350
Marco Ct	Bailey to Limit	500
Woodland Drive	N frontage to Limit	1000
Wilmette Ave	N frontage to Limit	850
Manning Rd	Lyman to Plainfield	5500
Peony Place	Brookbank to High	660
Western Ave	67th to North Limit	600
72nd Street	72nd Street	2000
79th St	Cass to Sawyer	4160
Gold Grove Dr	71st to Gigi	1160
Carlisle Ct	N Frontage to Kimberly	1820
Kimberly Ct	Lake Ridge to Kentwood	360
Kentwood Ct	Carlisle to Kimberly	1060

Willowcreek Ln	Bailey to Evergreen	990
Winterberry Ln	Bailey to Evergreen	780
Waterfall Glen Blvd	S Frontage to S Frontage	2130
Waverly Ct	Waterfall Glen to Limit	330
Forest Glen Ct	Waterfall Glen to Limit	200
Fountain Point Cir	Waterfall Glen to Limit	200
BASE BID		25,700
Richmond Ave (Alternate)	67th to Seminole	5100
Brookhaven (Alternate)	Warwick to Janet	1320
Bentley (Alternate)	67th to N Limit	650
Seminole Drive (Alternate)	Plainfield to Hinsbrook	3200
ALTERNATE BID		35,970

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

The total length of streets to be resurfaced for the project is approximately 35,970 feet (6.81 miles).

SCOPE AND FEE

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

Engineer V \$191/hr x 24 hrs	= \$ 4,584
Engineer I/II \$109/hr x 24 hrs	= \$ 2,616
Total	\$ 7,200

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

Engineer V \$191/hr x 24 hrs	= \$ 4,584
Engineer I/II \$109/hr x 100 hrs	= \$10,900
Total	\$15,484

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

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

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

Engineer V \$191/hr x 4 hrs = \$ 764
 Engineer I/II \$ 109/hr x 6 hrs = \$ 654
 Total \$1,418

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

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

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

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING LTD. FOR THE 2017 STREET MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$32,748.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2017 Street Maintenance Program in an amount not to exceed \$32,748.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2016.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 4, 2016

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2017 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2017 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2017 Road Program will consist of resurfacing for the following streets:

STREET	LIMITS	ROAD LENGTH
Timber Ln	Cass to Darien Ln	1050
Discosola Ct	Sweetbriar to Limit	350
Marco Ct	Bailey to Limit	500
Woodland Drive	N frontage to Limit	1000
Wilmette Ave	N frontage to Limit	850
Manning Rd	Lyman to Plainfield	5500
Peony Place	Brookbank to High	660
Western Ave	67th to North Limit	600
72nd Street	72nd Street	2000
79th St	Cass to Sawyer	4160
Gold Grove Dr	71st to Gigi	1160
Carlisle Ct	N Frontage to Kimberly	1820
Kimberly Ct	Lake Ridge to Kentwood	360
Kentwood Ct	Carlisle to Kimberly	1060

Willowcreek Ln	Bailey to Evergreen	990
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The total length of streets to be resurfaced for the project is approximately 35,970 feet (6.81 miles).

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

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Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 1,500</u>
	NOT TO EXCEED	\$32,748

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2016

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	152
Engineer III	138
Engineer I/II	109
Survey V	213
Survey IV	180
Survey III	153
Survey II	111
Survey I	87
Engineering Technician V	180
Engineering Technician IV	146
Engineering Technician III	131
Engineering Technician I/II	114
CAD Manager	159
Assistant CAD Manager	139
CAD II	138
CAD I	108
GIS Specialist III	132
GIS Specialist I/II	73
Landscape Architect	152
Environmental Resource Specialist V	195
Environmental Resource Specialist IV	150
Environmental Resource Specialist III	126
Environmental Resource Specialist I/II	103
Environmental Resource Technician	99
Administrative	98
Engineering Intern	59
Information Technician III	116
Information Technician I/II	107

Direct Costs

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

*Charges include overhead and profit .

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc



AGENDA MEMO
CITY COUNCIL MEETING
NOVEMBER 7, 2016

Case

Plat of Easement 2224 Shannon Court

Issue Statement

The owner of the house at 2224 Shannon Court is seeking City acceptance of a plat of easement for the B-Box.

ORDINANCE

BACKUP

Background Information

Orchard Hill Construction, aka Gallagher and Henry, has constructed a house on Lot 28 in Tara Hill Unit 1, aka 2224 Shannon Court. They accidentally placed the B-Box valve for the water service line a few feet outside of the previously platted utility easement where the B-Box would typically be placed. City engineer did not see a problem with the location of the B-Box but recommends that city access be protected by an easement. The City gave them a choice of moving the B-Box or doing a plat of easement. Due to the cost and disruption of moving the B-Box, they chose to do a plat of easement.

The plat of easement and ordinance are attached.

MSC Review

The Municipal Services Committee reviewed this case at their October 26 meeting. There were no objections. Their motion to recommend approval as presented was approved by a vote of 3-0.

Motion

To approve the Ordinance Accepting the Plat of Easement for 2224 Shannon Court as presented.

Decision Mode

Municipal Services Committee – October 26, 2016

City Council - November 7, 2016

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

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

October 6, 2016

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Steve Manning

Subject: 2224 Shannon Court
(CBBEL Project No. 95-323 L59)

Dear Steve:

As requested in your transmittal received on October 5, 2016, we have reviewed the Plat of Easement for the aforementioned property prepared by Wolf Pack Consulting, LLC and dated August 19, 2016. The purpose of the grant is to provide an easement over the water service B-Box, which was installed outside of the right of way and existing easement. The easement will give the City the legal right to access the B-Box, if necessary. Acceptance of the easement should be placed on the City Council Agenda and then recorded after approval.

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

Sincerely,

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

Orchard Hill Construction, L.L.C.

BUILDERS • LAND DEVELOPERS • GENERAL CONTRACTORS

6280 JOLIET ROAD • COUNTRYSIDE, ILLINOIS 60525

(708) 482-8900 FAX (708) 482-3048

September 20, 2016

To: City of Darien

Attached please find the Plat of Easement for 2224 Shannon Court, as requested by the City, which will make provision for the B-box which is located on this property, as installed. The document has been executed by Standard Bank and Trust, as Trustee on behalf of the Owner. We ask that the City of Darien execute the same; and make provision to have this document recorded. Gallagher and Henry is willing to record the document, if you prefer.

Also, we respectfully request that the Owner be given permission to proceed with the landscaping of this property; and that the bond monies that are on deposit for the grading and landscaping, be refunded. Please let us know if you need anything further.

Thank you,


Linda Staszak

Gallagher and Henry

6280 Joliet Road
Countryside, IL 60525
708.469.3143 Direct
708.221.7174 Fax
708.417.2733 Cell
Linda@gallagherandhenry.com



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 12, 2016

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Steve Manning

Subject: 2224 Shannon Court
(CBBEL Project No. 95-323 L59)

Dear Steve:

As requested, we have reviewed the Final Grading Survey for the aforementioned property prepared by Wolf Pack Consulting, LLC and dated June 13, 2016. A site visit was conducted on July 12, 2016. Although all grading appears complete and in general compliance with the approved plans, the water service B-Box is outside of the right of way and utility easement. The approved plans showed the B-Box to be in the right of way. We suggest one of the two alternatives:

1. Install a second B-Box on the water service within the right of way.
2. The owner could grant a utility easement, approximately 5'x7' in dimension, to encompass the existing B-Box.

In the meantime, the rest of the lot should be sodded as soon as possible.

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

Sincerely,

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

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

Cc: Dan Gombac



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PLAT OF EASEMENT
FOR 2224 SHANNON COURT**

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 7th DAY OF NOVEMBER, 2016

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of November, 2016.**

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PLAT OF EASEMENT
FOR 2224 SHANNON COURT**

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

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

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

WHEREAS, the owner of the Subject Property has requested the City of Darien accept a Plat of Easement for a B-Box water valve in the front yard of the Subject Property; and

WHEREAS, the City Council of the City of Darien has determined that it is in the best interests of the City to accept said Plat of Easement.

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 2224 Shannon Court, Darien, Illinois, and legally described as follows:

LOT 28 IN TARA HILL UNIT 1, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5 TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1990 AS DOCUMENT R90-058421, DUPAGE COUNTY, ILLINOIS.

PIN: 10-05-206-010

ORDINANCE NO. _____

SECTION 2: Plat of Easement Accepted. The City of Darien hereby approves said Plat of Easement, a copy of which is attached hereto as [Exhibit A](#) and made a part hereof. The Mayor and City Clerk are hereby authorized and directed to execute and attest the Plat of Easement for and on behalf of the City.

SECTION 3: Fees. The owner of the Subject Property shall reimburse the City for all legal and engineering fees and expenses the City incurred in connection with said Plat of Easement. Reimbursement to the City of such fees and expenses shall be made prior to the City's recordation of the Plat of Easement.

SECTION 4: Recordation. Upon the reimbursement of legal and engineering fees and expenses as set forth above in Section 3, the City Clerk is hereby authorized and directed to cause the Plat of Easement in the Office of the DuPage County Recorder of Deeds.

SECTION 5: Home Rule. This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

ORDINANCE NO. _____

SECTION 6: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2016.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



EXHIBIT A

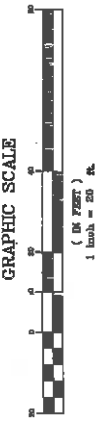
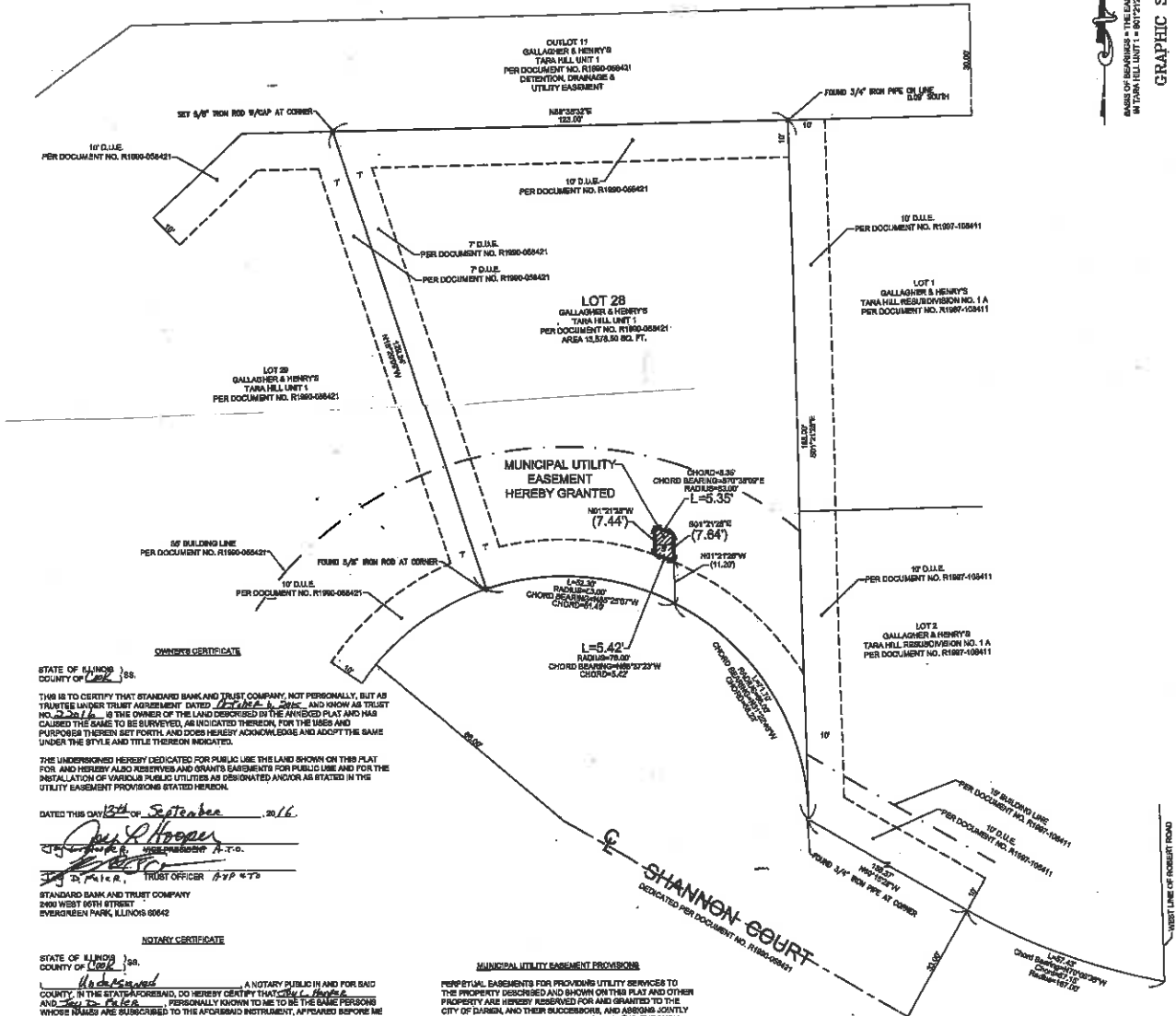
COMMON ADDRESS: 2224 SHANNON COURT, DARIEN, ILLINOIS
PIN: 10-05-208-010-0000

PLAT OF EASEMENT GRANT TO THE CITY OF DARIEN



WOLF PACK CONSULTING, LLC
418 SOUTH CASS AVENUE
WESTMONT, ILLINOIS 60559
815 430-8220 OFFICE
815.320.9100 CELL
MNL3203@WOLFPACKCONS.COM

OF THAT PART OF LOT 28 IN TARA HILL UNIT 1, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1990 AS DOCUMENT NUMBER R90-058421, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 28; THENCE NORTH-WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 28, BEING A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 71.70 FEET, A RADIUS OF 88.00 FEET, A CHORD BEARING OF N91°22'48"W AND A CHORD LENGTH 68.23 FEET; THENCE N01°21'28"W FOR A DISTANCE OF 14.20 FEET TO A POINT ON A LINE BEING 10.00 FEET NORTHERLY AT RIGHT ANGLE TO THE SOUTHERLY LINE OF SAID LOT 28 FOR A POINT OF BEGINNING; THENCE NORTH-WESTERLY ALONG A CURVE TO THE LEFT, BEING 10.00' NORTHERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF SAID LOT 28, HAVING AN ARC LENGTH OF 5.42 FEET, A RADIUS OF 78.00 FEET, A CHORD BEARING OF N88°37'23"W AND A CHORD LENGTH OF 5.42 FEET; THENCE N01°21'28"W FOR A DISTANCE OF 7.44 FEET; THENCE SOUTH-EASTERLY ALONG A CURVE TO THE RIGHT, BEING 17.00 FEET NORTHERLY AT RIGHT ANGLE TO THE SOUTHERLY LINE OF SAID LOT 28, HAVING AN ARC LENGTH OF 5.35 FEET, A RADIUS OF 83.00 FEET, A CHORD BEARING OF 070°30'09"E AND A CHORD LENGTH OF 6.35 FEET; THENCE S01°21'23"E FOR A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.



OWNER'S CERTIFICATE
STATE OF ILLINOIS } ss.
COUNTY OF COOK }
THIS IS TO CERTIFY THAT STANDARD BANK AND TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED 12/16/14, AND KNOW AS TRUST NO. 2211A, IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.
THE UNDERSIGNED HEREBY DEDICATED FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR AND HEREBY ALSO RESERVES AND GRANTS EASEMENTS FOR PUBLIC USE AND FOR THE INSTALLATION OF VARIOUS PUBLIC UTILITIES AS DESIGNATED AND/OR AS STATED IN THE UTILITY EASEMENT PROVISIONS STATED HEREON.
DATED THIS DAY 13th of September 2016.
[Signature]
[Signature]
STANDARD BANK AND TRUST COMPANY
2900 WEST 103RD STREET
EVERGREEN PARK, ILLINOIS 60642

NOTARY CERTIFICATE
STATE OF ILLINOIS } ss.
COUNTY OF COOK }
I, [Signature], a Notary Public in and for said County, in the State aforesaid, do hereby certify that [Signature] and [Signature] personally known to me to be the same persons whose names are subscribed to the aforesaid instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of the Standard Bank and Trust Company as trustee aforesaid, for the uses and purposes therein set forth.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY 13th of September 2016.
[Signature]
NOTARY PUBLIC
CITY CLERK, CERTIFIED

MUNICIPAL UTILITY EASEMENT PROVISIONS
PERPETUAL EASEMENTS FOR PROVIDING UTILITY SERVICES TO THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAT AND OTHER PROPERTY ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DARIEN, AND THEIR SUCCESSORS, AND AREAS ADJACENT AND SEVERALLY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON THE AREAS BOUNDED BY THE LOT LINES AND DOTTED LINES ON THIS PLAT AND INDICATED AS MUNICIPAL UTILITY EASEMENT AND/OR MUNICIPAL UTILITY AND DRAINAGE EASEMENT. SHALL INCLUDE THE RIGHT, BUT NOT THE OBLIGATION, FROM TIME TO TIME, TO INSTALL, CONSTRUCT, RECONSTRUCT, IMPROVE, REPAIR, MAINTAIN, OPERATE, REPLACE, RELOCATE, REMOVE, RELOCATE, REMOVE AND/OR INCREASE THE SIZE, NUMBER AND/OR TYPE OF FACILITIES USED IN CONNECTION WITH TRANSMISSION AND DISTRIBUTION OF POTABLE WATER AND SEWERAGE, INCLUDING ANY AND ALL GRADING AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, IN, OVER, UNDER, ACROSS, ALONG, THROUGH AND UPON SUCH EASEMENT AREAS, AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO INSTALL, REQUIRED SERVICE CONNECTIONS ON EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ADJACENT LOTS, THE RIGHT, BUT NOT THE OBLIGATION, TO CUT, TRIM OR REMOVE TREES, SHRUBS AND ROOTS AS MAY BE REASONABLY REQUIRED IN CONNECTION WITH THE RIGHTS HEREIN GIVEN, AND THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTOR'S FACILITIES OR IN, OVER, UNDER, ACROSS, ALONG, THROUGH OR UPON SUCH EASEMENT AREAS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTOR. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRACE OF THE PROPERTY SHALL NOT BE ALTERED IN A MANNER AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF OR THE EXERCISE OF GRANTOR'S OTHER RIGHTS PROVIDED HEREON.

DU PAGE COUNTY RECORDER
STATE OF ILLINOIS } ss.
COUNTY OF DU PAGE }
THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ A. D. 20____ AT _____ O'CLOCK _____ M. AS DOCUMENT NUMBER _____
DU PAGE COUNTY RECORDER

STATE OF ILLINOIS } ss.
COUNTY OF DU PAGE }
THIS IS TO CERTIFY THAT MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 036-3065, HAVE SURVEYED AND PREPARED THE GRANT OF EASEMENT FOR THE PROPERTY DESCRIBED ABOVE AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY AND PLAT OF EASEMENT GRANT. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE CITY OF DARIEN (OR WITHIN ONE AND ONE-HALF (1 1/2) MILES OF THE CORPORATE LIMITS OF THE CITY OF DARIEN) WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREINAFTER AMENDED.
GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 18TH DAY OF AUGUST, 2016.
[Signature]
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 036-3065
MY LICENSE EXPIRES 11/03/2016
PROFESSIONAL DESIGN FIRM LICENSE NO. 154.007265-0010 EXP/ISS 04/30/2017
I, MICHAEL NELSON, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 036-3065, HEREBY AUTHORIZE AN AGENT OF THE CITY OF DARIEN AND/OR ITS DESIGNATED AGENTS TO RECORD THIS PLAT OF SUBDIVISION WITH THE OFFICE OF THE DU PAGE COUNTY RECORDER OF DEEDS.
GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 18TH DAY OF AUGUST, 2016.
[Signature]
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 036-3065
MY LICENSE EXPIRES 11/03/2016
PROFESSIONAL DESIGN FIRM LICENSE NO. 154.007265-0010 EXP/ISS 04/30/2017



AGENDA MEMO
City Council
November 7, 2016

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$23,500.00 for surveying, engineering and water modeling study of the open ditch and storm water conveyance system for Sawmill Creek-East and West leg.

RESOLUTION

BACKGROUND

In anticipation of an upcoming ditch maintenance project on Clarendon Hills Road, between 67th Street and Plainfield Road, the Staff has identified an ongoing storm water concern at the intersection of Clarendon Hill Road and 71st Street. The ditch maintenance project will not correct the flooding concerns at Clarendon Hills Road and Maple Lane without an engineering study. During significant rain events or flash floods, the abovementioned intersection is inundated with runoff water causing temporary flooding of the roadway. The events occur approximately 3-5 times per year and are a hazard to motorists and adjacent properties, see attached pictures labeled as [Attachment A1 through A4](#). The depth of the water averages approximately 1.5 feet and as vehicles approach the high water they may become stranded and create waves which impact the adjacent private property structures, thus causing seepage.

The proposed engineering study would review the area bounded by 69th Street on the north, 71st Street on the south, Clarendon Hills Road on the east and Richmond Avenue on the west. The study area is comprised of approximately 70 to 80 acres. The runoff flows easterly from Richmond Avenue towards Clarendon Hills Road. The engineering agreement is attached as Exhibit A and would include the following scope of work:

- Identify with greater specificity the drainage area.
- Prepare hydrologic and hydraulic models of the existing conditions and calibrate with conditions observed by City staff.
- Prepare concept level projects to convey and/or temporarily store stormwater in locations such as Community Park or other land for a controlled release. Alternatives would be modeled to evaluate effectiveness.
- Prepare preliminary opinions of cost for potential projects.

Upon completion of the study, a project cost will be assembled and presented as part of the Ditch Maintenance Program funding. Pending project costs and feasibility, the project may be incorporated into the Clarendon Hills Road ditch maintenance project. The study is an important component and will be a part of a multi-year project for the Clarendon Hills Road quadrant. See attached memo labeled as [Attachment B – Pages 1 through 30](#).

While the engineering study was not considered for funding this year, the Capital Project fund is in a position to absorb the expenditure.

The expenditure would be expended from the following line item account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY16-17 BUDGET	PROPOSED EXPENDITURE
25-35-4376	Capital - Storm Water/Ditch Projects	\$0.00	\$ 23,500.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee did not review this item and the item was discussed at the October 26, 2016, Goal Setting Session with a recommendation to forward the item for consideration to the November 7, 2016 City Council Meeting.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the agenda, under New Business for the November 7, 2016 City Council agenda for formal approval.



Clarendon Hills Rd and Maple Lane ■ July 29th 2016



Clarendon Hills Rd and Maple Lane ■ June 15th 2015



Clarendon Hills Rd and Maple Lane ■ Summer 2011



Clarendon Hills Rd and Maple Lane ■ Summer 2010





DATE: October 26, 2016
 TO: Mayor Weaver and the City Council
 FROM: Daniel Gombac
 SUBJECT: Goal Setting-Clarendon Hills Road-67th Street to 75th Street Infrastructure Improvements

The proposed infrastructure improvements on Clarendon Hills Road, 67th Street to 75th Street, include major improvements and are described below. These improvements are forecasted on a multi-year level. Pending the funding, consideration of various phases may be completed within a fiscal year. The staff has also reviewed grant opportunities and are further described below, if applicable. Additionally, below please find the cost summary as it relates to the various phases.

Phase One: Drainage Study 2017

This phase incorporates a water modeling study to review various storm water flows and to determine the need for additional detention due to street flooding at the intersection of Clarendon Hills Rd and Maple Avenue. The study limits are between 69th Street and 71st Street. Preliminary thoughts include an underground storage basin at the Community Park. *The project cost is estimated at \$25,000.*

Phase Two: Storm Water Project 2017 or 2018

Pending the results of the drainage study from Phase One, Phase Two could include plans for a detention facility and a ditch maintenance drainage project for the remainder of the limits. *The project cost is preliminarily estimated at \$500,000 to \$700,000.*

Phase Three: Sidewalk Installation 2017 or 2018 or 2019

The eastern quadrant of Clarendon Hills Road between 67th Street and Clarendon Hills Road has missing sections of sidewalk. The western quadrant has a sidewalk within the abovementioned limits. *The project cost is estimated at approximately \$150,000 and an additional \$55,000 for landscape restoration.* Pending timing of the sidewalk, the landscape restoration cost could be offset if the sidewalk is completed with the ditch program. While a sidewalk grant, Safe Routes to School, may qualify for funding, the costs for the Federal protocols would exceed the proposed City cost of \$150,000 to \$200,000.

Phase Four: Roadway Resurfacing 2018 or 2019

The resurfacing would consist of milling, base repair, leveling binder, surfacing and striping within the limits of Clarendon Hills Road, 67th Street to 75th Street. *The project cost is estimated at approximately 1 million and would be eligible for a grant.* The grant is referred to as the Surface Transportation Program (STP), sponsored by the DuPage Mayors and Managers. The call for grants are submitted between June and August and are awarded between October and November.

Phase Five: Clarendon Hills Mid-Block Crosswalk 2019 or 2020

The mid-block crosswalk would be located at the intersection of Clarendon Hills Road and Roger Road. The crosswalk would be signalized and enhanced to provide pedestrians a safe crosswalk from the eastern quadrant of Clarendon Hills Road to the west allowing easier access to the Community Park. This item was discussed at the August 22, 2016 Municipal Services Committee meeting. See attached agenda memo with traffic study labeled as [Attachment 1](#). The Municipal Services Committee provided a recommendation to defer the project upon funding of the above

improvements. The improvement should be considered to be completed with the road resurfacing, Phase 4, to realize additional cost savings.

Cost Summary – Clarendon Hills Road Infrastructure Project – 67th Street to 75th Street

DESCRIPTION	PHASE	YEAR	BUDGET COST	CONTINGENCY DESCRIPTION	CONTINGENCY COST	SUB-TOTAL BUDGET COST	GRANT	GRANT ELIGIBILITY REIMB	ADJUSTED BUDGET COST
Phase One: Drainage Study	1	*2016-2017	\$ 25,000	N/A	\$ -	\$ 25,000	N/A	\$ -	\$ 25,000
Phase Two: Storm Water Project	2	2017 or 2018	\$ 500,000	Detention	\$ 200,000	\$ 700,000	N/A	\$ -	\$ 700,000
Phase Three: Sidewalk Installation	3	2017 or 2018 or 2019	\$ 150,000	Landscape Restoration	\$ 25,000	\$ 175,000	**Safe Routes to School	\$ -	\$ 175,000
Phase Four: Roadway Resurfacing	4	2018 or 2019	\$ 1,000,000	N/A	\$ -	\$1,000,000	Surface Transportatio n Program	\$ 700,000	\$ 300,000
Safety Crosswalk	5	2019 or 2020	\$ 35,000	N/A	\$ -	\$ 35,000	N/A	\$ -	\$ 35,000
TOTAL COST					\$ 225,000	\$1,935,000		\$ 700,000	\$1,235,000

*FUNDS AVAILABLE FROM FYE 17 CAPITAL FUND

*FEDERAL PROTOCOLS WOULD EXCEED THE PROPOSED CITY

COST

AGENDA MEMO
Municipal Services
August 22, 2016

Issue Statement

Review Study Results-Mid-Block Crosswalk on Clarendon Hills Rd between 67th Street and Plainfield Road.

Background/History

The FYE17 Budget included funding for a mid-block crosswalk study to determine whether a crosswalk was warranted within the Clarendon Hills corridor between 67th Street and Plainfield Rd. The study was initiated in response to a resident's concern for crossing Clarendon Hills Road to reach Community Park.

The City commissioned Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic engineering consultants, to provide a study for the pedestrian crosswalk. Attached and labeled as Attachment A, is the full report. **In summary, the study concludes a mid-block pedestrian crossing on Clarendon Hills Road is *not* warranted.**

The study included:

Traffic Counts

Accident Data

Pedestrian Count

Intersection Evaluations along the corridor

Evaluation of mid-block pedestrian crossings through State and Federal guidelines

Warrants Analysis

Recommendation

The study area segment of Clarendon Hills Road carries approximately 11,700 vehicles per day and is comprised primarily of automobiles and small vans. The common peak hour when traffic levels were the highest were between 4:45 and 5:45 P.M. The report further suggests that Community Park has a high use between the hours of 3:00pm and 6:00 pm Monday through Friday.

The study concludes a mid-block pedestrian crossing on Clarendon Hills Road is not warranted. The conclusion is based on Transit Cooperative Research Program (TCRP) 112/National Cooperative Highway Research Program (NCHRP) 562 guidelines and Institute of Transportation Engineers (ITE) criteria. Guidance from the Manual on Uniform Traffic Control Devices, MUTCD, however, leaves the determination on the appropriateness of a crosswalk on the findings of an engineering study, which is represented by the attached report. Based on the gathered information, the City could install the crosswalk, and it is recommended to be installed at Roger Road.

The recommendation is contingent upon the installation of several supplemental measures that will increase pedestrian safety, improve visibility of the crossing to motorists, calm traffic speeds, and draw pedestrians to the crosswalk instead of crossing Clarendon Hills Road at other

unmarked locations. These measures include a raised refuge island, pedestrian crossing signs, advance pedestrian crossing and/or Park Zone signs, and sidewalk extensions and relocations. It is estimated that the cost of the crosswalk enhancement will be \$32,000.

STAFF RECOMMENDATION

No further action be taken

ALTERNATE CONSIDERATION

As recommended by the Municipal Services Committee.

DECISION MODE

To be determined.

MEMORANDUM TO: Daniel Gombac
Director of Municipal Services and Community Development
City of Darien

FROM: Eric D. Russell, P.E., PTOE, PTP, LEED AP ND
Principal

Michael A. Werthmann, P.E., PTOE
Principal

DATE: August 17, 2016

SUBJECT: Pedestrian Crossing Assessment
Clarendon Hills Road between 67th Street and Plainfield Road
Darien, Illinois

This memorandum summarizes the results of a Pedestrian Crossing Assessment of the applicability and need for a crosswalk along an uncontrolled 2/3-mile segment of Clarendon Hills Road from 67th Street on the north to Plainfield Road on the south, as shown in Figure 1. The intent of the crosswalk is to enhance pedestrian safety across Clarendon Hills Road and to/from Darien Community Park. Clarendon Hills Road is controlled and maintained by the City of Darien, and the City has ultimate authority on whether to install a new crosswalk(s) on the roadway. As such, the assessment evaluates various potential crossing locations to identify a preferred location should the City decide to install the crosswalk. The assessment also includes concept renderings of supplemental measures that can support a new pedestrian crossing.

The following sections of this report describe the land uses and roadway characteristics in the Clarendon Hills Road corridor, summarize public transportation services and traffic/pedestrian volume data, detail vehicular-pedestrian crash history, evaluate pedestrian crossing treatments against Federal and State guidelines, and illustrate conceptual renderings of potential new pedestrian crossings. The concept plans were developed to conform to Federal Highway Administration design guidelines, as contained in the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD).

Land Use

The land uses to the east and west of this section of Clarendon Hills Road are primarily residential. In addition, Darien Community Park is located along the west side of Clarendon Hills Road between 71st Street and Plainfield Road. The 19.35-acre park is the Darien Park District's second largest park and features two playgrounds, two basketball courts, four tennis courts, a soccer field, a lighted baseball diamond, two volleyball courts, two pavilions, and walking/jogging paths. The park is used for a variety of youth programming including the Park District's Darien Dash Running Club and the Darien Youth Club's T-ball, Pinto baseball and

Minors softball programs. The park is also used for Darien’s annual Darien Dash fundraising event. Other land uses in the area include a gas station/convenience store and animal clinic at the northwest corner of Clarendon Hills Road/Plainfield Road.

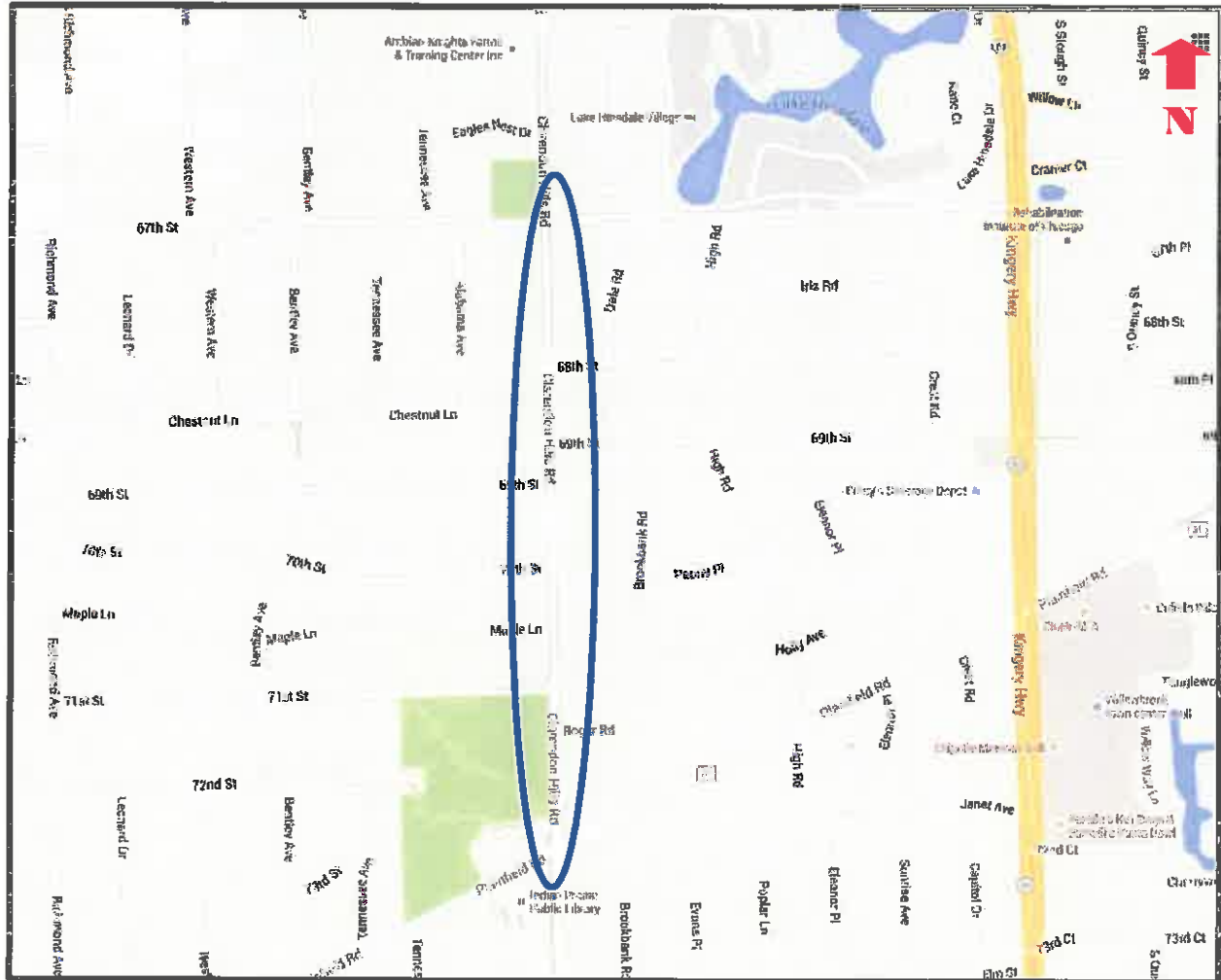


Figure 1
Crosswalk Study Area

The residential neighborhoods to the east and west of Clarendon Hills Road are located at the east end of the Darien School District 61 boundary area. These homes are served by Mark Delay School (Kindergarten-2nd Grade) at 6801 Wilmette Avenue, located just north of 69th Street approximately ¾-mile west of Clarendon Hills Road, Lace School (Grades 3-5) at 7414 S. Cass Avenue, and Eisenhower Junior High School (Grades 6-8) at 1410 W. 75th Street. For residents located to the east of Clarendon Hills Road, these schools are located beyond a typical comfortable walking distance for primary schools. These residential neighborhoods are also within the boundary area of Hinsdale Township High School District 86’s Hinsdale South High School, which is located along the east side of Clarendon Hills Road to the south of Plainfield Road, approximately 1/3-mile south of Roger Road.

Roadway Characteristics

Within the 2/3-mile study segment of Clarendon Hills Road between 67th Street and Plainfield Road there are seven points of intersection with adjoining cross streets. A description of these roadways follows.

Clarendon Hills Road

Clarendon Hills Road is classified as a major collector road under the jurisdiction of the City of Darien. There are seven local streets that intersect Clarendon Hills Road between 67th Street and Plainfield Road, including 68th Street, 69th Street (east leg and west leg), 70th Street, Maple Lane, 71st Street and Roger Road. Within this corridor there are no stop controls or marked crosswalks on Clarendon Hills Road north of the signalized intersection with Plainfield Road. There are, however, several unmarked crossings of Clarendon Hills Road where the sidewalk extends to the roadway, including at 67th Street, 69th Street (west leg), 70th Street, Maple Lane, 71st Street and Roger Road.

To the south of 71st Street, Clarendon Hills Road has an approximately 40-foot wide urban cross section (curb and gutter) with one lane in each direction and a striped median. To the north of 71st Street, Clarendon Hills Road has an approximately 24-foot wide rural cross section (paved shoulder and ditch) with one lane in each direction. The posted speed limit on Clarendon Hills Road is 30 miles per hour (mph) and parking is not permitted on the roadway south of 71st Street. Clarendon Hills Road is a posted bike route north of 71st Street and the route continues west along 71st Street. Along the west side of the road, there is a continuous 5-foot wide sidewalk from 67th Street south to 71st Street and a continuous 10-foot wide multi-use path along the park frontage from 71st Street south to Plainfield Road. Along the east side of the road there is a 5-foot wide sidewalk that is not continuous through the corridor as there are gaps between 67th Street and 69th Street, 69th Street and 71st Street, and 71st Street and Roger Road.

67th Street

67th Street is a major collector road at the north end of the Clarendon Hills Road study area. This two-lane roadway has a 25 mph posted speed limit and is under stop control at Clarendon Hills Road. There is a sidewalk along the north side of 67th Street to the east of Clarendon Hills Road and a faded parallel-line crosswalk on the east leg of 67th Street at Clarendon Hills Road. Sidewalk extensions at this intersection lead pedestrians to the 67th Street crosswalk as well as to an unmarked crossing on the south leg of Clarendon Hills Road.

68th Street

68th Street is a local two-lane roadway that extends east of Clarendon Hills Road. Its intersection with Clarendon Hills Road is under stop control on 68th Street. The posted speed limit on 68th Street is 25 mph and there are no sidewalks along the roadway.

69th Street

69th Street is a local two-lane roadway with a 25 mph posted speed limit. The east leg of 69th Street is offset from the west leg of 69th Street by approximately 225 feet and both legs of 69th Street are under stop control at Clarendon Hills Road. There are no sidewalks along the east leg of 69th Street. Along the west leg of 69th Street there are sidewalks along both sides of the road which extend to unmarked crossings at Clarendon Hills Road.

70th Street

70th Street is a local two-lane roadway that extends west of Clarendon Hills Road. Its intersection with Clarendon Hills Road is under stop control on 70th Street. There are sidewalks along both sides of 70th Street which extend to unmarked crossings at Clarendon Hills Road.

Maple Lane

Maple Lane is a local two-lane roadway that extends west of Clarendon Hills Road. Its intersection with Clarendon Hills Road is under stop control on 70th Street. The posted speed limit on Maple Lane is 25 mph and there are sidewalks along both sides of the road which extend to unmarked crossings at Clarendon Hills Road.

71st Street

71st Street is a posted bike route and local two-lane roadway that extends west of Clarendon Hills Road. Its approach to Clarendon Hills Road is under stop control and is channelized with separate left- and right-turn lanes and a parallel-line crosswalk. The posted speed limit on 71st Street is 25 mph and there is a sidewalk along the north side of the road which extends to an unmarked crossing at Clarendon Hills Road.

Roger Road

Roger Road is a local two-lane roadway that extends east of Clarendon Hills Road to Plainfield Road and provides access to 17 homes. Its intersection with Clarendon Hills Road is under stop control on Roger Road and there is a ladder-style crosswalk on Roger Road. The posted speed limit on Roger Road is 25 mph and there are no sidewalks along the roadway. There are sidewalk extensions located on both sides of Clarendon Hills Road, immediately south of Roger Road, which lead pedestrians to an unmarked crossing on Clarendon Hills Road. These sidewalk extensions are offset from each other by approximately 15 feet. There are no sidewalks on Roger Road.

Plainfield Road

Plainfield Road is a minor arterial roadway at the south end of the Clarendon Hills Road study area. This four-lane roadway has a 40 mph posted speed limit and is under traffic signal control at Clarendon Hills Road with push-button actuated pedestrian signals and high visibility continental-style crosswalks on all four legs of the intersection. There are also sidewalks along both sides of Plainfield Road.

Figure 2 through 5 show aerial views of the Clarendon Hills Road corridor from Plainfield Road north to 67th Street. Street level photographs of this segment of Clarendon Hills Road are contained in the Appendix.

Figure 6 shows the existing roadway characteristics in the Clarendon Hills Road corridor, including lane configurations, traffic controls, speed limits, and pedestrian and bicycle facilities.

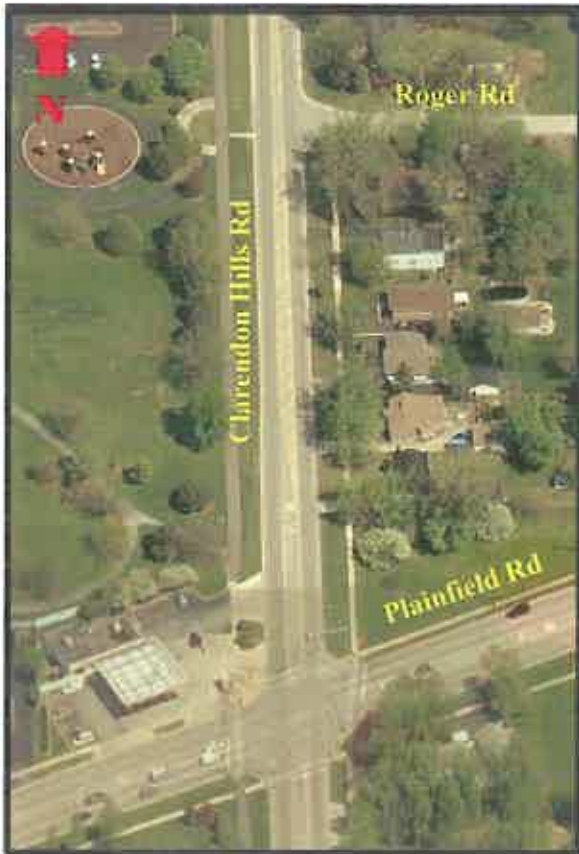


Figure 2
Clarendon Hills Road
(Plainfield Road-Roger Road)



Figure 3
Clarendon Hills Road
(70th Street-71st Street)

Public Transportation

There are two Pace bus routes that operate along Clarendon Hills Road. There are no bus stops or shelters along the road but buses will stop if a rider gives a hand-signal to the driver at any intersection along the route.

Route 663 (Darien-Clarendon Hills) provides weekday rush hour peak-direction service from Plainfield Road/Clarendon Hills Road to the Clarendon Hills Metra station via Clarendon Hills Road and 71st Street. There are four northbound trips in the morning between 5:17 A.M. and 7:43 A.M. and three southbound trips in the afternoon between 5:30 P.M. and 7:01 P.M. No weekend or holiday service is offered.

Route 664 (Willowbrook-Clarendon Hills) provides weekday rush hour peak-direction service from Mockingbird Lane/Clarendon Hills Road to the Clarendon Hills Metra station via Clarendon Hills Road. There are three northbound trips in the morning between 6:06 A.M. and 7:45 A.M. and three southbound trips in the afternoon between 5:30 P.M. and 7:01 P.M. No weekend or holiday service is offered.



Figure 4
Clarendon Hills Road
(at 69th Street)



Figure 5
Clarendon Hills Road
(67th Street-68th Street)

Traffic Volumes and Vehicle Classification

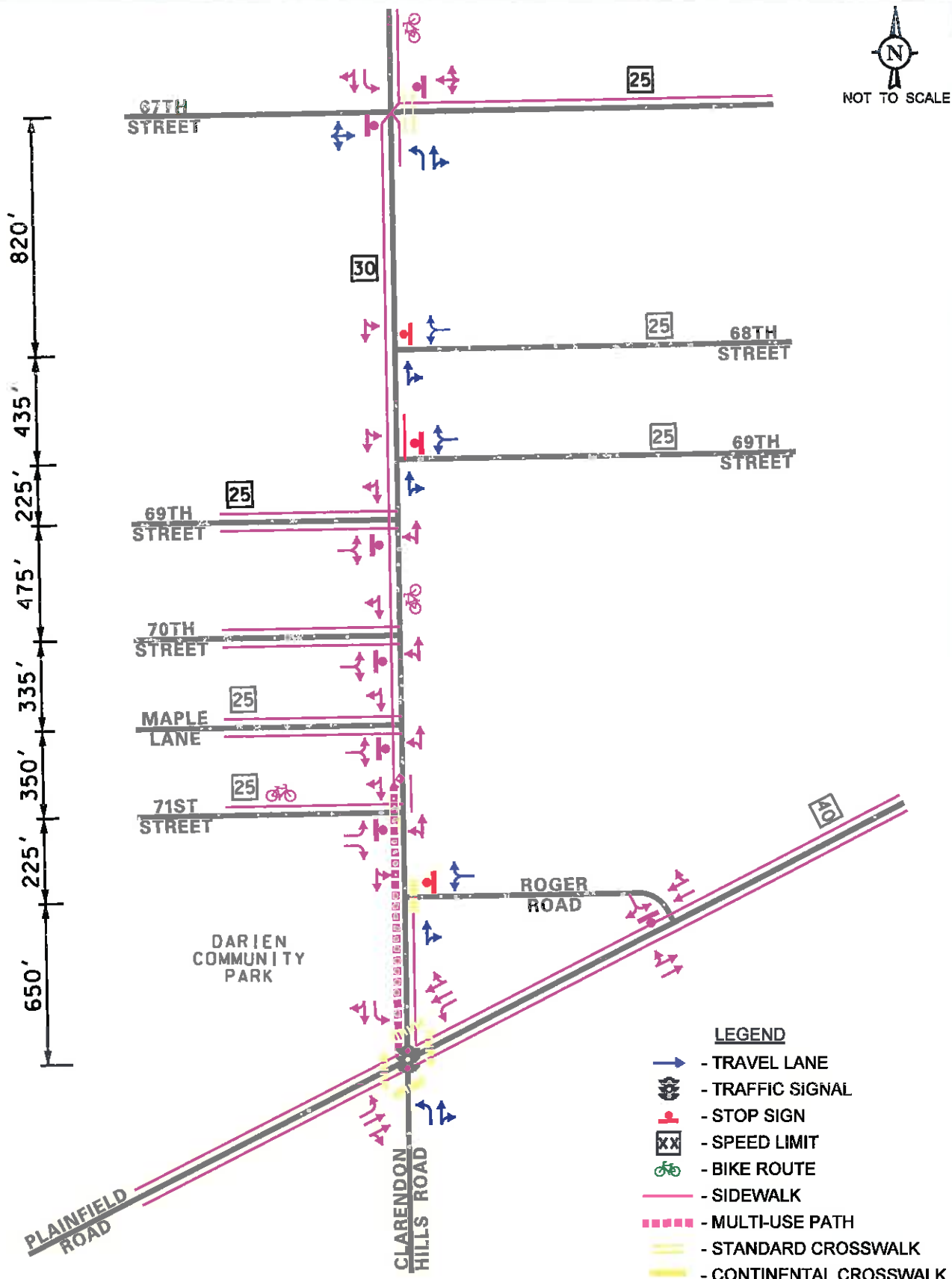
Traffic volumes and vehicle classification data were collected over a 24-hour period on Tuesday, May 24, 2016 on Clarendon Hills Road between 69th Street and 70th Street. The traffic volume and classification data was averaged and is summarized in Table 1.

Table 1

CLARENDON HILLS ROAD TRAFFIC VOLUMES/CLASSIFICATIONS (69th St-70th St)

Roadway Section	Volume	Vehicle Classification			
	ADT	Passenger Cars/Vans	Buses	Single-Unit Trucks	Articulated Trucks
Clarendon Hills Rd - NB	6,352	98.1%	1.0%	0.8%	0.1%
Clarendon Hills Rd - SB	5,313	97.9%	0.8%	1.2%	0.1%
Two-Way Traffic	11,665	98.0%	0.9%	1.0%	0.1%

Notes: ADT = Average Daily Traffic NB-Northbound SB-Southbound



PROJECT:
**Pedestrian Crossing
 Assesment
 Darien, Illinois**

TITLE:
Existing Roadway Characteristics

KLOA
 Job No: 16-155
 Figure: 6

As shown in Table 1, the study area segment of Clarendon Hills Road carries approximately 11,700 vehicles per day and is comprised primarily of automobiles and small vans.

Additional traffic volume data was collected on the same day at the intersections of Clarendon Hills Road with 69th Street, 68th Street and Roger Road. These volumes were collected during the afternoon after-school period from 3:00 P.M. to 6:00 P.M. when pedestrians would likely be traveling to and from Darien Community Park. The common peak hour when traffic levels were highest occurred between 4:45 and 5:45 P.M. The peak hour traffic volumes from this time period are shown in Figure 7.

Bicycle Volumes

Bicycle volumes on this segment of Clarendon Hills Road were also counted over the same 24-hour period on May 24, 2016 and at the same location as the traffic count between 69th Street and 70th Street. As noted previously, this segment of Clarendon Hills Road is a posted bike route.

Table 2
CLARENDON HILLS ROAD BICYCLE VOLUMES (69th St-70th St)

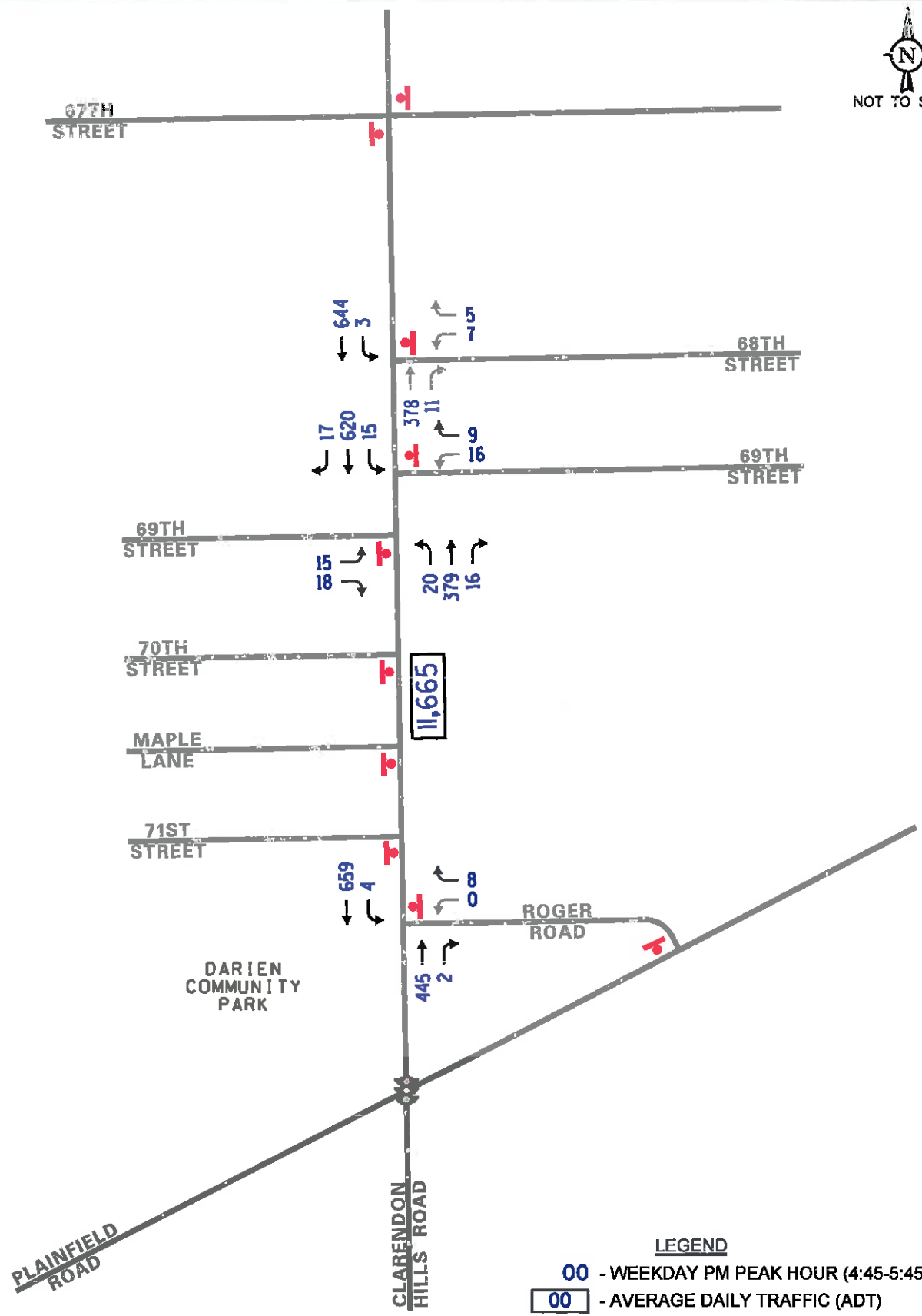
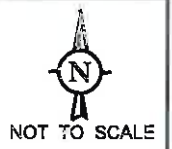
Roadway Section	Bicycle Volume (24-Hour)
Clarendon Hills Rd - NB	38
Clarendon Hills Rd - SB	33
Two-Way Bicycle Volumes	71
Notes: NB-Northbound SB-Southbound	

Pedestrian Volumes

Pedestrian volumes crossing Clarendon Hills Road were collected on two separate days. The first count was performed on the same day as the traffic counts (Tuesday, May 24, 2016) during the afternoon after-school period from 3:00 P.M. to 6:00 P.M. at the intersections of Clarendon Hills Road with 69th Street, 68th Street and Roger Road. The second count was performed on Saturday, July 9, 2016 from 10:00 A.M. to 5:00 P.M. at all intersections between 68th Street and Roger Road. Weather conditions were clear and warm on both occasions.

The pedestrian crossing volumes are summarized in Table 3. In general, the pedestrian crossing volumes were higher on the Saturday count when compared with the weekday evening count. In total, 36 pedestrians were observed crossing this segment of Clarendon Hills Road over a 7-hour period on July 9, 2016 with the majority crossing the roadway at 69th Street and 71st Street. Approximately 42 percent of the pedestrians crossings were by school-age children, approximately one-half of which were unaccompanied by an adult. All adults and accompanied children had sufficient time to walk across the roadway. Almost all unaccompanied children ran across the roadway.

Figure 8 shows the pedestrian crossing volumes at the cross streets along Clarendon Hills Road.



LEGEND
 00 - WEEKDAY PM PEAK HOUR (4:45-5:45 PM)
 00 - AVERAGE DAILY TRAFFIC (ADT)

PROJECT:
 Pedestrian Crossing
 Assesment
 Darien, Illinois

TITLE:
 Existing Traffic Volumes

KLOA
 Job No: 16-155
 Figure: 7

Table 3
CLARENDON HILLS ROAD PEDESTRIAN CROSSINGS

Date of Count	Time Period	Count Location						Total
		Roger Rd	71 st St	Maple Ln	70 th St	69 th St	68 th St	
Tuesday, May 24, 2016 (weather: warm, clear)	3 PM–6 PM	3	*	*	*	0	0	3
Saturday, July 9, 2016 (weather: warm, clear)	10 AM–5 PM	4	11	2	6	13	0	36

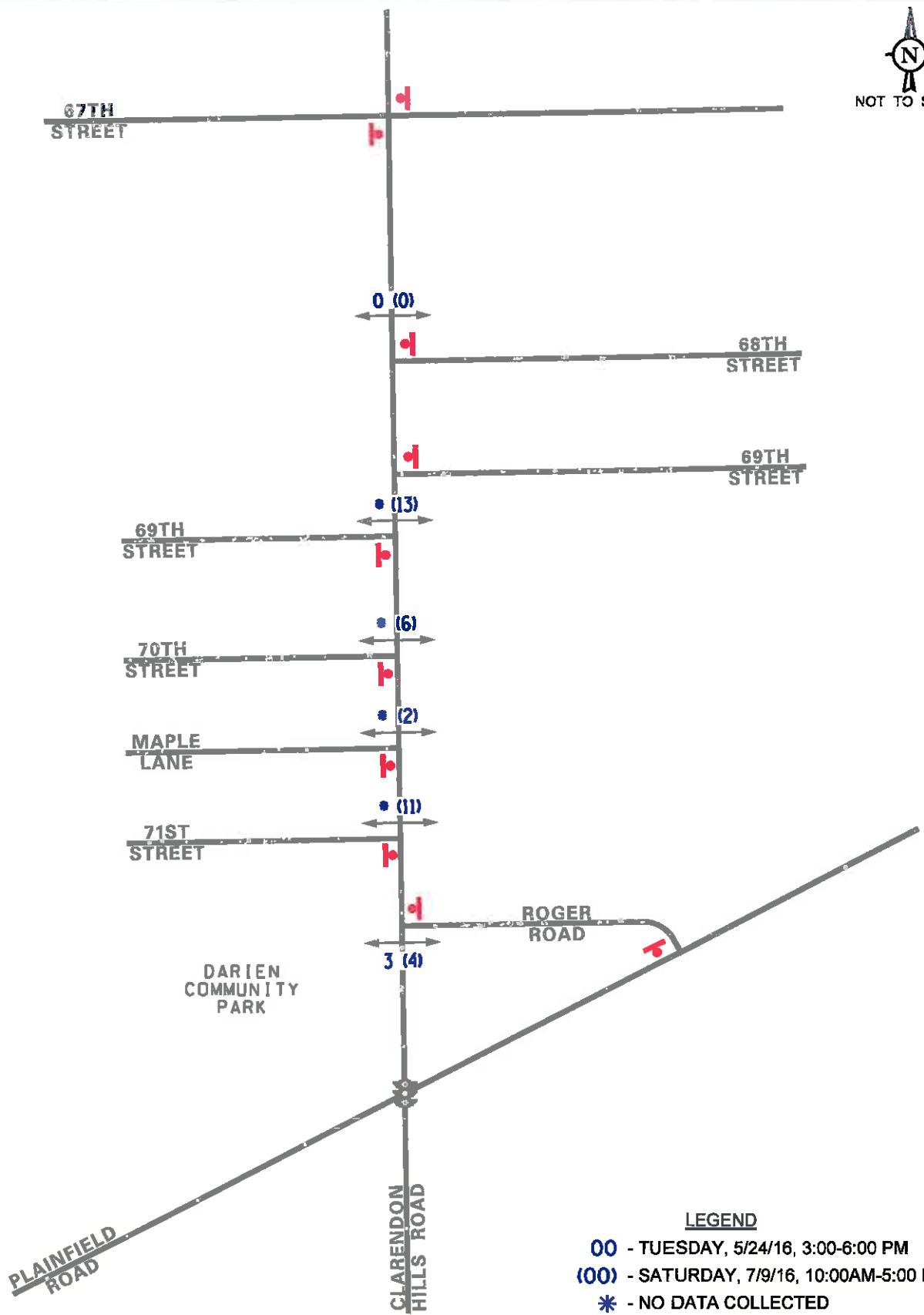
* No data collected at this location

Traffic Crash Data

Traffic crash data was obtained from IDOT for a five-year period from January 1, 2010 through December 31, 2014 for the uncontrolled segment of Clarendon Hills Road between 67th Street and Plainfield Road. The data indicated that over this five-year period there has been one vehicle-pedestrian crash by a vehicle hitting a pedestrian crossing the road, which occurred at 69th Street where there are presently no crosswalks or pedestrian signage. This crash resulted in a non-capacitating injury to the pedestrian, as shown in Table 4. There were also three vehicle-bicycle crashes over this five-year period, one occurring on Maple Lane and two on Plainfield Road, but none were by bicyclists crossing Clarendon Hills Road.

Table 4
VEHICLE-PEDESTRIAN CRASH HISTORY ON CLARENDON HILLS ROAD
(67th STREET-PLAINFIELD ROAD, 2010-2014)

Date	Location	Severity				
		Fatality	Incapacitating Injury	Non-Incapacitating Injury	Possible Injury	No Injury
6/13/2013	Clarendon Hills Road at 69 th Street	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>
	Total	0	0	1	0	0
	Average/Year	0.0	0.0	0.2	0.0	0.0



LEGEND
 00 - TUESDAY, 5/24/16, 3:00-6:00 PM
 (00) - SATURDAY, 7/9/16, 10:00AM-5:00 PM
 * - NO DATA COLLECTED

PROJECT:
**Pedestrian Crossing
 Assesment
 Darien, Illinois**

TITLE:
**Existing Pedestrian and Bicycle
 Traffic Volumes**

KLOA
 Job No: 16-155
 Figure: 8

Pedestrian Crossing Analysis

The pedestrian crossings along the study segment of Clarendon Hills Road were evaluated against applicable Federal and State standards and pedestrian crossing guidelines to determine if a marked crosswalk is warranted, and if so, to determine the ideal location for the crosswalk and the type of safety measures that could be installed to supplement the crossing. The evaluation assumes that a new marked crosswalk would concentrate the pedestrian crossings into a single location along the corridor although this assumption would be contingent upon the infill of sidewalk gaps along the east side of the roadway.

Reference Resources

Several resources were referenced in evaluating the appropriateness of a marked crosswalk and associated pedestrian crossing treatments, including the following publications:

- *Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)*, Federal Highway Administration, 2009 Edition.
- *Illinois Supplement to the National Manual on Uniform Traffic Control Devices (MUTCD)*, Illinois Department of Transportation, 2009
- *Improving Pedestrian Safety at Unsignalized Crossings* (TCRP Report 112/NCHRP Report 562), Transportation Research Board, 2006.
- *Safety Effects of Marked Versus Unmarked Crosswalks at Uncontrolled Locations*, Federal Highway Administration, September 2005.
- *Design and Safety of Pedestrian Facilities*, Institute of Transportation Engineers, 1998
- *Guidelines for the Installation of Crosswalk Markings*, Steven A. Smith and Richard L. Knoblauch, Transportation Research Record 1141, Transportation Research Board, 1987.

Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The Federal *Manual on Uniform Traffic Control Devices (MUTCD)* indicates the following guidance regarding the installation of a marked crosswalk:

“Crosswalk lines should not be used indiscriminately. An engineering study should be performed before a marked crosswalk is installed at a location away from a traffic control signal or an approach controlled by a STOP or YIELD sign. The engineering study should consider the number of lanes, the presence of a median, the distance from adjacent signalized intersections, the pedestrian volumes and delays, the average daily traffic (ADT), the posted or statutory speed limit or 85th percentile speed, the geometry of the location, the possible consolidation of multiple crossing points, the availability of street lighting and other appropriate factors.”

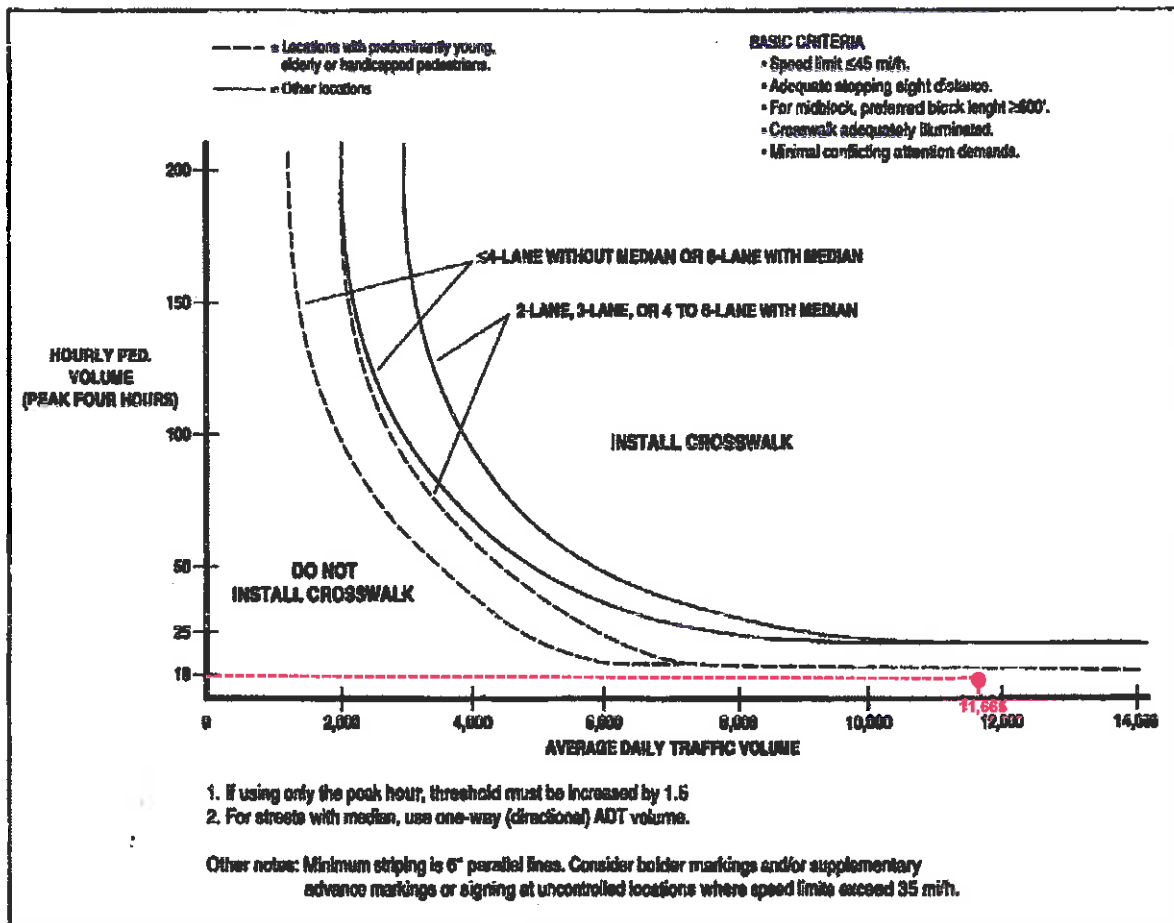
TCRP Report 112/NCHRP Report 562

The TCRP 112/NCHRP 562 report includes guidelines and a worksheet for the selection of pedestrian crossing treatments at unsignalized and mid-block locations based on several variables, including traffic volume and speed, pedestrian volume and walking speed, and street

width/crossing distances. Data input into the worksheet, which is attached to this memorandum for reference, includes the peak hour traffic counts on Clarendon Hills Road and a pedestrian crossing volume of 5-10 pedestrians per hour, which conservatively assumes that all pedestrian crossings could be consolidated into a single location along the roadway. *The worksheet indicates that a marked crosswalk is not appropriate on Clarendon Hills Road, due primarily to the low pedestrian crossing volume, and other treatments should be considered instead such as raised median islands and/or curb extensions.*

ITE Design and Safety of Pedestrian Facilities

The ITE publication *Design and Safety of Pedestrian Facilities* includes criteria developed by the Transportation Research Board for determining when crosswalk markings should be considered, based on roadway width, traffic and pedestrian volumes, presence of a median, and composition of pedestrians (i.e., adults, children, elderly, disabled). The criteria graph from this publication, shown below, indicates that an hourly pedestrian volume of 15 crossings per hour would be required for at least four hours for a marked crosswalk to be appropriate at a location along Clarendon Hills Road. *The observed pedestrian crossings on Clarendon Hills Road, in total, are around 5-10 pedestrians per hour, indicating that a crosswalk is not appropriate.*



Source: Guidelines for the Installation of Crosswalk Markings, Steven A. Smith & Richard L. Knoblauch, Transportation Research Record 1141, Transportation Research Board, Washington, D.C., 1987.

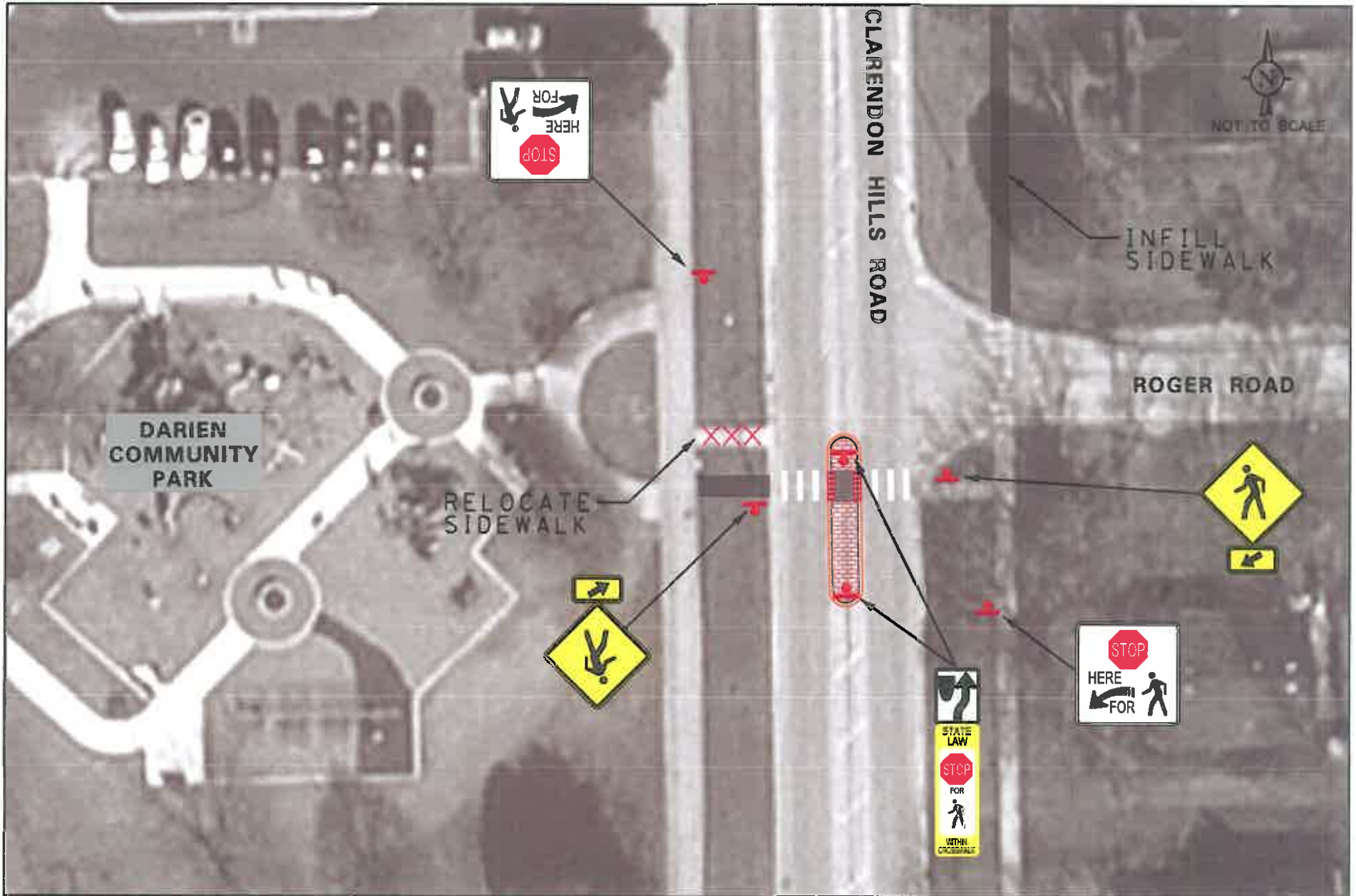
Summary of Analysis

The TCRP 112/NCHRP 562 guidelines and ITE criteria indicated that a marked crosswalk is not appropriate at any one location on Clarendon Hills Road between 67th Street and Plainfield Road. While these guidelines and criteria indicate a crosswalk is not appropriate, KLOA, Inc. understands the City's desire to improve pedestrian safety along Clarendon Hills Road. The MUTCD guidance leaves the determination on the appropriateness of a crosswalk on the findings of an engineering study, which is represented by this report. Based on the data collected and the variables evaluated in the TCRP 112/NCHRP 562 and ITE analysis, if the City still desires to pursue a marked crosswalk along Clarendon Hills Road, it is the recommendation of KLOA, Inc. that the crosswalk be installed at Roger Road for the reasons discussed below. This recommendation, however, is contingent on the installation of several supporting safety measures discussed in the next section, such as a raised refuge island, pedestrian crossing signs, and sidewalk extensions and relocations.

- The proximity of Darien Community Park currently draws pedestrians across Clarendon Hills Road on a regular basis, including a high proportion of children, as demonstrated in the pedestrian count.
- Typical travel speeds on Clarendon Hills Road are likely in the 30-40 mph range due to the 30 mph posted speed limit. The fact that children are running across the road suggests concern about the danger of traffic moving at these speeds.
- The crossing at Roger Road would be adjacent to, and in direct alignment with, the largest playground at Darien Community Park.
- The cross section of Clarendon Road at Roger Road includes a painted median which can be retrofitted with a raised pedestrian refuge island to harbor pedestrians crossing the street without having to widen the roadway as would be required to the north of Roger Road. With a refuge island, pedestrians at Roger Road would only have to cross one 12-foot lane at a time as opposed to having to cross both lanes of traffic (24 feet) at the same time further to the north on Clarendon Hills Road where no median is present.
- There are already sidewalk extensions in place at the Roger Road location that lead pedestrians to a crossing point on Clarendon Hills Road.
- If a continuous sidewalk could be installed along the east side of Clarendon Hills Road, it is likely that many of the current pedestrian crossings at the various cross streets to the north of Roger Road would be consolidated at a marked crossing at Roger Road instead.

Recommended Crosswalk Design

Figure 9 presents a concept plan of the potential crosswalk on Clarendon Hills Road at Roger Road. The supporting safety measures that are recommended to supplement the crosswalk are listed below, as are measures to draw pedestrians to the crosswalk instead of crossing Clarendon Hills Road at other unmarked locations. The crosswalk treatments shown in Figure 9 would accommodate pedestrians with physical impairments by including detectable warning strips with truncated domes across the curb ramps leading up to the crosswalk and through the refuge island.



PROJECT:
**Pedestrian Crossing
 Assessment
 Darien, Illinois**

TITLE:
Pedestrian Crossing Improvements

KLOA
 Job No: 16-155
 Figure: 9

Figures 10 and 11 show concept plans of two advance pedestrian crossing signage options to further supplement the crosswalk treatment in Figure 9. Option 1 utilizes advance pedestrian crossing signs while Option 2 utilizes a reduced speed Park Zone instead.

Pedestrian Crossing Improvements

- Relocate the sidewalk extension/curb ramp on the west side of the road to align with the existing sidewalk extension/curb ramp on the east side of the road.
- Install a raised pedestrian refuge island with ADA-accessible pass-through within the median of Clarendon Hills Road and aligned with the sidewalk extensions.
- Install In-Street fluorescent yellow-green pedestrian crossing signs (R1-6a) and Keep Right signs (R4-7) at each end of the island
- Install crosswalk with high-visibility, continental-style crosswalk markings
- Install two-sided fluorescent yellow-green pedestrian crossing signs (W11-2) with diagonal downward pointing arrow (W16-7p) at the crosswalk on both sides of the roadway.
- Install Stop Here for Pedestrians signs (R1-5b) in advance of the crosswalk in both directions of travel on Clarendon Hills Road. Signs should be offset from the pedestrian crossing signs so as not to impair the line of sight to the pedestrian crossing signs.

Advance Pedestrian Crossing Signage (Option 1)

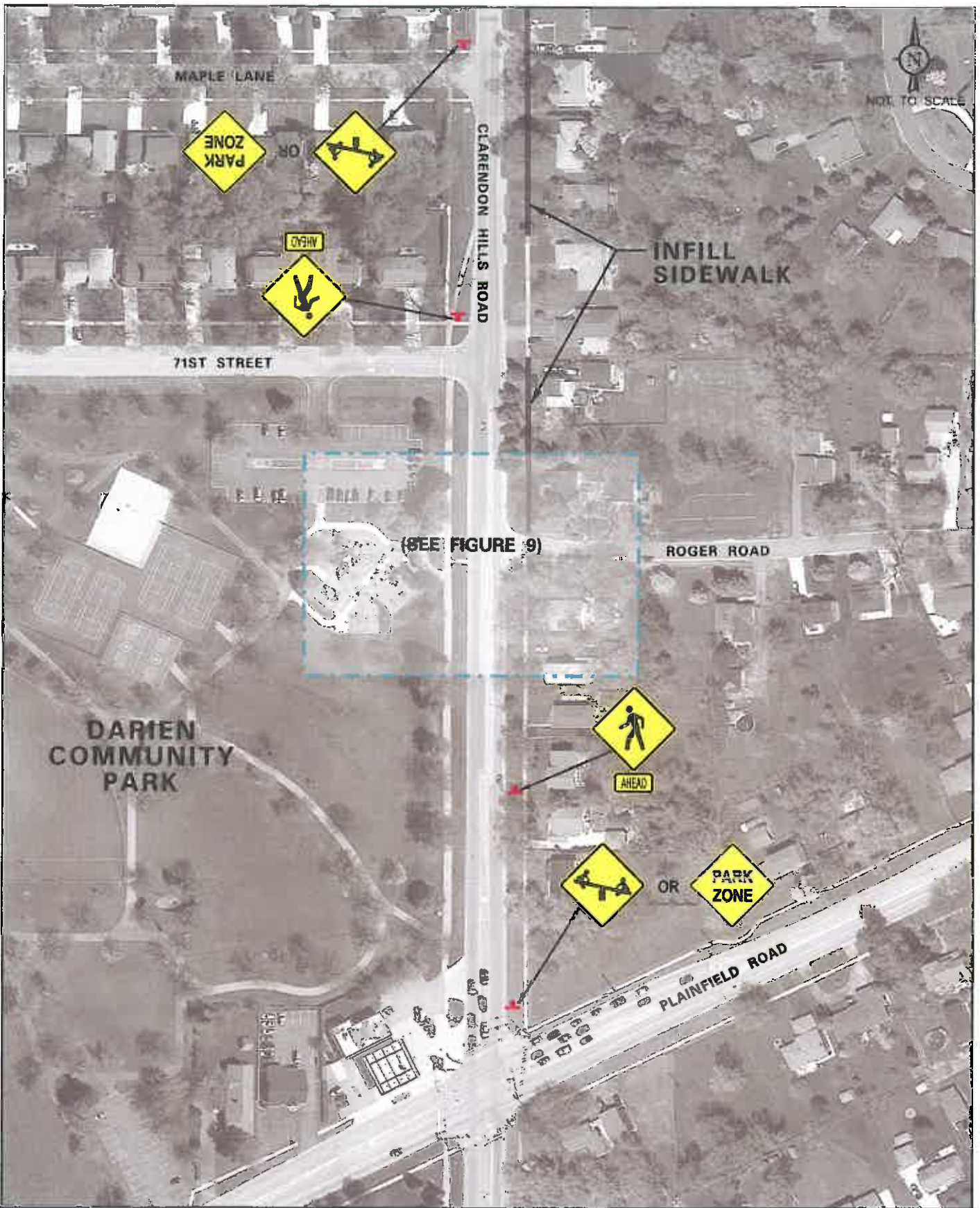
- Install advance fluorescent yellow-green pedestrian crossing signs (W11-2) with AHEAD plaque (W16-9p) in advance of the crosswalk on the northbound and southbound sides of Clarendon Hills Road.
- Install playground signs (W15-1) along Clarendon Hills Road, similar to the signs on 71st Street, or Park Zone (W15-I100) signs.

Advance Pedestrian Crossing Signage (Option 2)

- Work with the Darien Park District to enact a “Park Zone Speed Limit” policy by ordinance or resolution per Section 5/11-605.3 of the Illinois Vehicle Code and the Illinois Supplement of the *MUTCD*. Then establish a Park Speed Zone adjacent to Darien Community Park.
- Install *Park Zone Speed Limit 20 MPH When Children Are Present* signs (R2-I108) along Clarendon Hills Road in advance of the proposed crosswalk at Roger Road.
- Install Reduced Speed Limit Ahead signs (W3-5) with a Park Zone plaque (W15-I100p) in advance of the park zone speed limit sign.

Sidewalk Continuity Improvements

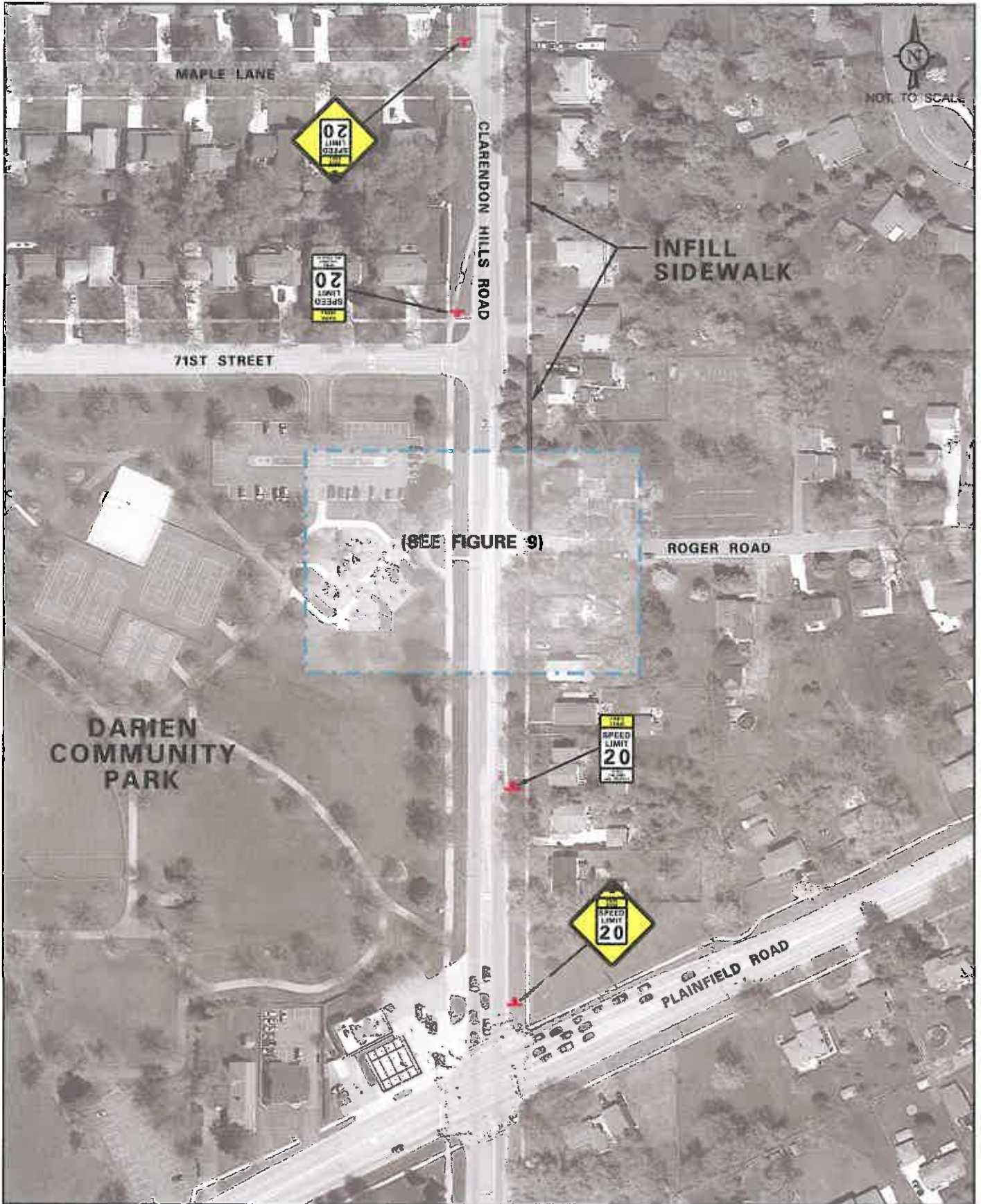
- Install sidewalk along the east side of Clarendon Hills Road to infill gaps in the pedestrian system between Roger Road and 67th Street.



PROJECT:
**Pedestrian Crossing
 Assessment
 Darien, Illinois**

TITLE:
**Advance Pedestrian Crossing Signage
 (Option 1)**

KLOA
 Job No: 16-155
 Figure: 10



PROJECT:
**Pedestrian Crossing
 Assessment
 Darien, Illinois**

TITLE:
**Advance Pedestrian Crossing Signage
 (Option 2)**

KLOA
 Job No: 16-155
 Figure: 11

Figure 12 shows an example of the recommended mid-block pedestrian crossing treatment from a similar-sized roadway to Clarendon Hills Road. This example crosswalk is on Old US 63 in Columbia, Missouri, adjacent to Stephens Lake Park. The roadway in this section has a 35 mph speed limit and is a bicycle route with shared-lane (sharrow) markings.



Figure 12
Example of Recommended Midblock Pedestrian Crossing Treatment

Conclusions

This Pedestrian Crossing Assessment of the segment of Clarendon Hills Road between 67th Street and Plainfield Road has concluded that a mid-block pedestrian crossing on Clarendon Hills Road is not appropriate based on TCRP 112/NCHRP 562 guidelines and ITE criteria.

Guidance from the MUTCD, however, leaves the determination on the appropriateness of a crosswalk on the findings of an engineering study, which is represented by this report. Based on the data collected and the variables evaluated in the TCRP 112/NCHRP 562 and ITE analysis, if the City still desires to pursue a marked crosswalk along Clarendon Hills Road, it is the recommendation of KLOA, Inc. that the crosswalk be installed at Roger Road for the reasons discussed in this report.

The recommendation is contingent upon the installation of several supplemental measures that will increase pedestrian safety, improve visibility of the crossing to motorists, calm traffic speeds, and draw pedestrians to the crosswalk instead of crossing Clarendon Hills Road at other unmarked locations. These measures include a raised refuge island, pedestrian crossing signs, advance pedestrian crossing and/or Park Zone signs, and sidewalk extensions and relocations.

APPENDIX

GUIDELINES FOR PEDESTRIAN CROSSING TREATMENTS

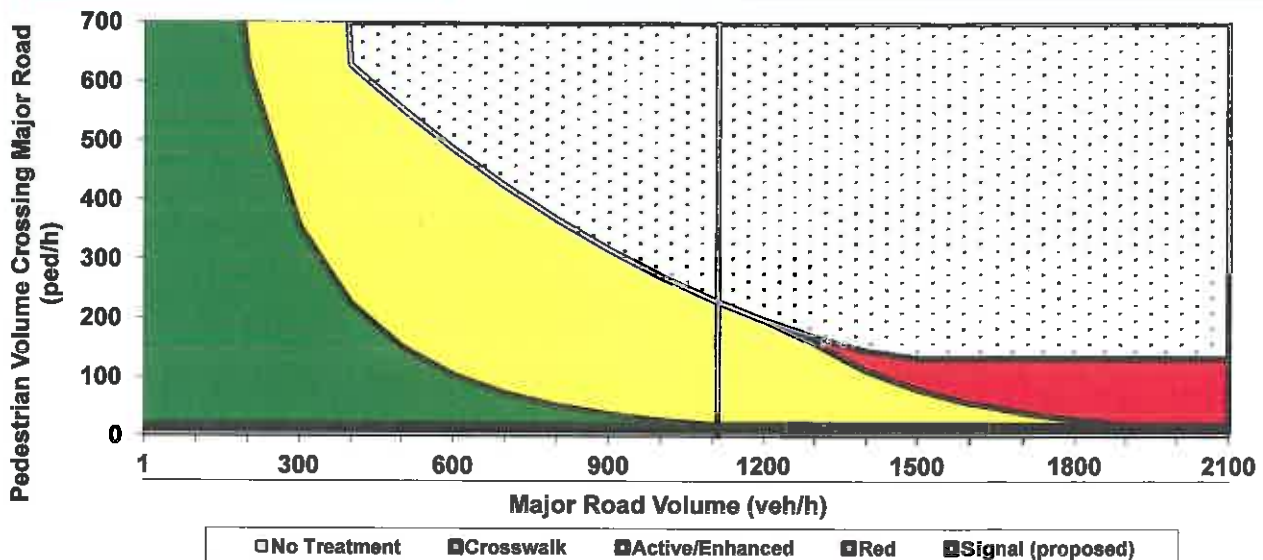
This spreadsheet combines Worksheet 1 and Worksheet 2 (Appendix A, pages 69-70) of TCRP Report 112/NCHRP Report 562 (*Improving Pedestrian Safety at Unsignalized Intersections*) into an electronic format. This spreadsheet should be used in conjunction with, and not independent of, Appendix A documentation.

Key

	Blue fields contain descriptive information.
	Green fields are required and must be completed.
	Tan fields are adjustments that are filled out only under certain conditions (follow instructions to the left of the cell).
	Gray fields are automatically calculated and should not be edited.

This spreadsheet is still under development. please inform TTI if errors are identified.

Analyst and Site Information		
Analyst	EDR	Major Street: Clarendon Hills Road
Analysis Date	July 15, 2016	Minor Street or Location: Roger Road
Data Collection Date		Peak Hour
Step 1: Select worksheet:		
Posted or statutory speed limit (or 85th percentile speed) on the major street (mph)	1a	30
Is the population of the surrounding area <10,000? (enter YES or NO)	1b	No
Step 2: Does the crossing meet minimum pedestrian volumes to be considered for a traffic control device?		
Peak-hour pedestrian volume (ped/h), V_p	2a	10
Result: Consider raised median islands, curb extensions, traffic calming, etc. as feasible.		
Step 3: Does the crossing meet the pedestrian warrant for a traffic signal?		
Major road volume, total of both approaches during peak hour (veh/h), V_{maj-s}	3a	1110
[Calculated automatically] Preliminary (before min. threshold) peak hour pedestrian volume to meet warrant	3b	226
[Calculated automatically] Minimum required peak hour pedestrian volume to meet traffic signal warrant	3c	226
Is 15th percentile crossing speed of pedestrians less than 3.5 ft/s (1.1 m/s)? (enter YES or NO)	3d	No
If 15th percentile crossing speed of pedestrians is less than 3.5 ft/s (1.1 m/s), then reduce 3c by up to 50%.	% rate of reduction for 3c (up to 50%)	3e
	Reduced value or 3c	3f
Result:		
Step 4: Estimate pedestrian delay.		
Pedestrian crossing distance, curb to curb (ft), L	4a	40
Pedestrian walking speed (ft/s), S_p (suggested speed = 3.5 ft/s)	4b	3.5
Pedestrian start-up time and end clearance time (s), t_s (suggested start-up time = 3 sec)	4c	3
[Calculated automatically] Critical gap required for crossing pedestrian (s), t_c	4d	14
Major road volume, total both approaches OR approach being crossed if raised median island is present, during peak hour (veh/h), V_{maj-s}	4e	1110
Major road flow rate (veh/s), v	4f	0.31
Average pedestrian delay (s/person), d_p	4g	265
Total pedestrian delay (h), D_p The value in 4h is the calculated estimated delay for all pedestrians crossing the major roadway without a crossing treatment (assumes 0% compliance). If the actual total pedestrian delay has been measured at the site, that value can be entered in 4i to replace the calculated value in 4h.	4h	0.7
	4i	
Step 5: Select treatment based up on total pedestrian delay and expected motorist compliance.		
Expected motorist compliance at pedestrian crossings in region: enter HIGH for High Compliance or LOW for Low Compliance	5a	HIGH
Treatment Category:	Consider raised median islands, curb extensions, traffic calming, etc. as feasible.	



This worksheet provides general recommendations on pedestrian crossing treatments to consider at unsignalized intersections; in all cases, engineering judgment should be used in selecting a specific treatment for installation. This worksheet does not apply to school crossings. In addition to the results provided by this worksheet, users should consider whether a pedestrian treatment could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex geometrics, or nearby traffic signals.



View Looking North on Clarendon Hills Road at Roger Road



View Looking South on Clarendon Hills Road at 71st Street



View Looking South on Clarendon Hills Road at Maple Lane



View Looking North on Clarendon Hills Road at 70th Street



View Looking North on Clarendon Hills Road at 69th Street (West Leg)



View Looking North on Clarendon Hills Road at 69th Street (East Leg)



View Looking North on Clarendon Hills Road at 68th Street



View Looking North on Clarendon Hills Road at 67th Street



View Looking South on Clarendon Hills Road at Plainfield Road



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$23,500.00 FOR SURVEYING, ENGINEERING AND WATER MODELING STUDY OF THE OPEN DITCH AND STORM WATER CONVEYANCE SYSTEM FOR SAWMILL CREEK-EAST AND WEST LEG

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$23,500.00 for surveying, engineering and water modeling study of the open ditch and storm water conveyance system for sawmill creek-east and west leg a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2016.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November, 2016.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

November 2, 2016

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac, Director of Municipal Services

Subject: Proposal for Professional Engineering Services
Drainage Analysis for Clarendon Hills Road – 69th to 71st Street
City of Darien, DuPage County, Illinois

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the City would like CBBEL to complete a drainage analysis of the Clarendon Hills Road drainage system from 69th to 71st Street. This area is located in the Sawmill Creek Watershed. The upstream tributary area is located within the City and flows from west to east towards Clarendon Hills Road. The study area, encompassing approximately 70 to 80 acres, is generally bounded by 69th Street on the north, 71st Street on the south, Clarendon Hills Road on the east and Richmond Avenue on the west. The runoff from the area is collected in a series of storm sewers and overland flow routes and drains toward Clarendon Hills Road. The City has indicated there has been a history of flooding along Clarendon Hills Road with a foot of depth in the low area between 70th Street and 71st Street.

CBBEL will use the available roadway plans and as-built drawings that include the existing storm sewer system within the study area and supplement this with the City's storm sewer atlas. We will also utilize DuPage County two-foot topography and available information provided by the City including storm sewer inspection photographs and televising tapes. It should be noted that we do not propose to complete any survey as part of the current scope of services.

Using this information, CBBEL will prepare an XP-SWMM hydrologic and hydraulic model of the existing drainage system. We will simulate design storm events to determine the existing level of service and flood protection for this area. CBBEL will also develop proposed

conditions XP-SWMM hydrologic and hydraulic models to analyze concept-level drainage improvements that increase the level of flood protection in this area. An engineer's estimate of probable cost will be prepared for each alternative.

Based on the results of the existing and proposed conditions modeling, we will summarize our findings and recommendations in a technical memorandum. We will also prepare exhibits for the recommended drainage improvements.

SCOPE OF SERVICES

Task 1 – Kickoff Meeting and Data Collection: CBBEL will attend a kickoff meeting with City staff to discuss the project specifics and obtain additional data from the City.

Task 2 – Prepare Existing Conditions XP-SWMM Model: CBBEL will prepare an existing XP-SWMM hydrologic and hydraulic model of the catchment area for the sewer system. Additional drainage features such as overland flow routes will be added using DuPage County two-foot topography, the City storm sewer atlas, and site visits. We will simulate design storm events to determine the existing level of service and flood protection for this area and the extent of flooding. We will also identify bottlenecks within the existing drainage system.

Task 3 – Proposed Conditions Drainage Analysis and Alternate Concept Plans: Using the existing conditions XP-SWMM model developed in Task 2, CBBEL will develop concept-level drainage improvements that increase the level of flood protection to the maximum extent practicable based on the existing site constraints. The conceptual drainage improvements will consist of installing new storm sewer systems to replace or supplement the existing storm sewer system or providing upland storage to reduce peak flowrates. CBBEL will develop three concept-level drainage alternatives under this task along with concept plan exhibits.

Task 4 – Engineer's Estimate of Probable Cost: CBBEL will prepare an engineer's estimate of probable cost for each drainage improvement alternative.

Task 5 – Summary Memorandum: The results of Tasks 1 – 4 will be summarized in a technical memorandum, complete with exhibits. CBBEL will meet with City staff to discuss the results of the study.

ESTIMATE OF FEE

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

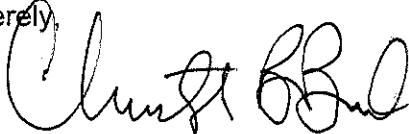
Task 1 - Kickoff Meeting and Data Collection	\$ 1,500
Task 3 - Prepare Existing Conditions XP-SWMM Model	\$ 5,500
Task 4 - Proposed Conditions Drainage Analysis and Alternate Concept Plans	\$ 9,500
Task 5 - Engineer's Estimate of Probable Cost	\$ 3,200
Task 6 - Summary Memorandum	\$ 3,800
Total	\$ 23,500

The above estimated fees will be billed to the City on a time and materials basis, not to exceed the above total. We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General

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

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

Sincerely,



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

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

DTOfjmg
N:\PROPOSALS\ADMIN\2016\Darien_Clarendon Hills Road Drainage Analysis.110116.doc

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2016

<u>Personnel</u>	Charges* (\$/Hr)
Principal	257
Engineer VI	232
Engineer V	191
Engineer IV	152
Engineer III	138
Engineer I/II	109
Survey V	213
Survey IV	180
Survey III	153
Survey II	111
Survey I	87
Engineering Technician V	180
Engineering Technician IV	146
Engineering Technician III	131
Engineering Technician I/II	114
CAD Manager	159
Assistant CAD Manager	139
CAD II	138
CAD I	108
GIS Specialist III	132
GIS Specialist I/II	73
Landscape Architect	152
Environmental Resource Specialist V	195
Environmental Resource Specialist IV	150
Environmental Resource Specialist III	126
Environmental Resource Specialist I/II	103
Environmental Resource Technician	99
Administrative	98
Engineering Intern	59
Information Technician III	116
Information Technician I/II	107

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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