

AGENDA
Municipal Services Committee
July 22, 2013
6:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **Resolution** – Accepting a Proposal from Blackflow Solutions Inc, (BSI) to establish and maintain a potable water backflow device program from 2013 through 2018 at a Pass through cost of \$12.95 per backflow device
 - b. **Resolution** - Authorizing the Mayor to execute a contract with Freehill Asphalt Inc. in an amount not to exceed \$101,250.00 for the 2013 Crack Fill Program
 - c. **Resolution** – Authorizing the Mayor to execute a contract with Pavement Systems Inc. in the Amount of \$5,865.40 for the Crack Filling, Sealcoating, and Paint Striping for the City of Dairen Municipal Complex-1702 Plainfield Road
 - d. **Resolution** – Approving an Agreement with N. Batistich Architects for the Phase 2 Evaluation of the Heritage Plaza Including Survey Services and Preliminary Design Drawings in an Amount not to Exceed \$9,600.00
 - e. **Resolution** – Authorizing staff to proceed with the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$106,525
 - f. **Resolution** – Accepting a proposal from Norwalk Tank Company for the 112-inch x 75-inch Arch Culvert Metal Pipes, and Metal Bands for the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$14,896.72
 - g. **Resolution** – Accepting a proposal from Vulcan Material for Rip Rap No 5 Stone in an amount not to exceed \$8,460.00
 - h. **Resolution** - Accepting a proposal from H& R Construction for the removal and replacement of the pipe and installation of the Rip Rap No 5 in an amount not to exceed \$20,700
 - i. **Minutes** – June 24, 2013 – Municipal Services Committee
4. **Director's Report**
5. **Next scheduled meeting** – August 26, 2013
6. **Adjournment**

AGENDA MEMO
Municipal Services Committee Meeting
July 22, 2013

ISSUE STATEMENT

A **resolution** accepting a proposal from Backflow Solutions Inc, (BSI) to establish and maintain a Potable Water Backflow Device Program from 2013 through 2018 at a pass through cost of \$12.95 per backflow device.

BACKGROUND

The Illinois Environmental Protection Agency requires each municipality to have a viable potable water backflow prevention program and ordinance in place. Backflow prevention devices are put in place to ensure contaminants from various different applications do not make their way back into our water system and cause potential harm to our customers. The City of Darien currently relies on the residential and commercial water account holder to be responsible for having their backflow prevention device(s) tested annually to ensure they are properly functioning. The certified tester is responsible to submit the test results to the City and we place them in a file. We rely on the tester to make sure that the results are accurate and are in compliance. The City Staff does not possess the ability to ensure that the tester's license is up to date or that the results are compliant with the standards. The City does currently have a backflow ordinance in place and the next step is to maintain a cohesive backflow maintenance tracking program.

The proposed program would allow for Backflow Solutions Inc, (BSI) to administer the program for the City of Darien for 5 years and would include the following:

- Establish and Maintain a Database for Backflow Devices
- Backflow Survey for Darien Water Customers-Years 2013-2015-2018-(EPA Requirement)-The survey would include mailing out approximately 9,000 surveys to our water customers. Staff has estimated there are fewer than 1,000 backflow devices in the system.
- Establish a Web Base for Backflow Entry Data by the Certified Tester
- EPA Site Compliance Representation as Required
- City Access to Database
- Annual Backflow Compliance and Violation Reminders
- Direct Vendor Billing to Backflow Device Owner

The City would be responsible for mailing out the surveys on a biennial basis and would be included as a stuffer within the water bill mailing at a cost of approximately \$500.00. The program involves no additional direct cost to the City. There is a filing cost of \$12.95 per backflow device that BSI would invoice and collect directly from the backflow device certified tester. Please note a property owner will not have the ability to self-certify a backflow device unless they are licensed by the State.

Competitive quotes were requested for the Backflow Program and Staff had received three (3) quotes and attached and labeled as **Attachment A**. The lowest competitive quote was Backflow

Solutions Inc, (BSI). Municipal references for BSI have been contacted with positive feedback and also serves adjacent municipalities.

The program is a budgeted item and would include only the cost of stuffing the survey and be funded from the following FY 13-14 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13-14 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4241	Quality Control	\$16,390.00	\$ 500.00	\$0

STAFF RECOMMENDATION

Staff recommends approval of this resolution accepting a proposal from Backflow Solutions Inc, (BSI) to establish and maintain a Potable Water Backflow Device Program from 2013 through 2018 at a pass through cost of \$12.95 per backflow device.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the August 5, 2013 City Council agenda for formal approval.

QUOTE REQUEST: Backflow Program

OPENING DATE/TIME: July 2, 2013 @ 10:00 a.m.

VENDOR PROPOSED YEAR 1-5	Aqua Backflow Year 1			Aqua Backflow Year 2			Aqua Backflow Year 3			Aqua Backflow Year 4			Aqua Backflow Year 5			Total Costs for 5 Years
DESCRIPTION	UNIT	UNIT COST	YEAR 1 COST	UNIT	UNIT COST	YEAR 2 COST	UNIT	UNIT COST	YEAR 3 COST	UNIT	UNIT COST	YEAR 4 COST	UNIT	UNIT COST	YEAR 5 COST	
Annual Cost to City for Database-Escrow Account	1	\$ 360.00	\$ 360.00	1	\$ 360.00	\$ 360.00	1	\$ 360.00	\$ 360.00	1	\$ 360.00	\$ 360.00	1	\$ 360.00	\$ 360.00	\$ 1,800.00
Biennial Survey Cost-COST TO CITY	9,000	\$ 1.00	\$ 9,000.00	NOT APPLICABLE	\$ -	\$ -	9,000	\$ 1.00	\$ 9,000.00	NOT APPLICABLE	\$ -	\$ -	9,000	\$ 1.00	\$ 9,000.00	\$ 27,000.00
Annual Cost Per Backflow Device for Residential or Commercial Property-PROPERTY OWNER COST	1	\$ 9.95	\$ 9.95	1	\$ 9.95	\$ 9.95	1	\$ 9.95	\$ 9.95	1	\$ 9.95	\$ 9.95	1	\$ 9.95	\$ 9.95	\$ 49.75
TOTALS																\$ 28,849.75

VENDOR PROPOSED YEAR 1-5	BSI Online Year 1			BSI Online Year 2			BSI Online Year 3			BSI Online Year 4			BSI Online Year 5			Total Costs
DESCRIPTION	UNIT	UNIT COST	YEAR 1 COST	UNIT	UNIT COST	YEAR 2 COST	UNIT	UNIT COST	YEAR 3 COST	UNIT	UNIT COST	YEAR 4 COST	UNIT	UNIT COST	YEAR 5 COST	
Annual Cost to City for Database-Escrow Account	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	1	\$ -	\$ -	\$ -
Biennial Survey Cost-COST TO CITY	-	\$ -	\$ -	N/A	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	\$ -
Annual Cost Per Backflow Device for Residential or Commercial Property-PROPERTY OWNER COST	1	\$ 12.95	\$ 12.95	1	\$ 12.95	\$ 12.95	1	\$ 12.95	\$ 12.95	1	\$ 1.00	\$ 1.00	1	\$ 12.95	\$ 12.95	\$ 52.80
TOTALS																\$ 52.80

VENDOR PROPOSED YEAR 1-5	Cross Connection Solutions Year 1			Cross Connection Solutions Year 2			Cross Connection Solutions Year 3			Cross Connection Solutions Year 4			Cross Connection Solutions Year 5			Total Costs
DESCRIPTION	UNIT	UNIT COST	YEAR 1 COST	UNIT	UNIT COST	YEAR 2 COST	UNIT	UNIT COST	YEAR 3 COST	UNIT	UNIT COST	YEAR 4 COST	UNIT	UNIT COST	YEAR 5 COST	
Annual Cost to City for Database-Escrow Account	1	\$ -	\$ -	1	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	1	\$ 200.00	\$ 200.00	\$ 800.00
Biennial Survey Cost-COST TO CITY	9,000	\$ 15.00	\$ 135,000.00	NOT APPLICABLE	\$ -	\$ -	9,000	\$ 15.00	\$ 135,000.00	NOT APPLICABLE	\$ -	\$ -	9,000	\$ 15.00	\$ 135,000.00	\$ 405,000.00
Annual Cost Per Backflow Device for Residential or Commercial Property-PROPERTY OWNER COST	1	\$ 8.00	\$ 8.00	1	\$ 8.00	\$ 8.00	1	\$ 8.00	\$ 8.00	1	\$ 8.00	\$ 8.00	1	\$ 8.00	\$ 8.00	\$ 40.00
TOTALS																\$ 405,840.00

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM BACKFLOW SOLUTIONS INC,
(BSD) TO ESTABLISH AND MAINTAIN A POTABLE WATER BACKFLOW DEVICE
PROGRAM FROM 2013 THROUGH 2018 AT A PASS THROUGH COST OF \$12.95
PER BACKFLOW DEVICE**

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

SECTION 1: The City Council of the City of Darien hereby Approves Accepting a Proposal
From Backflow Solutions Inc, (BSD) to Establish and Maintain a Potable Water Backflow Device
Program from 2013 through 2018 at a Pass Through Cost of \$12.95 Per Backflow Device, 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 5th day of August, 2013.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 5th day of August, 2013.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

CITY OF DARIEN BACKFLOW PROGRAM

The City of Darien is seeking qualified vendors to provide quotes for a web-based backflow management program. The awarded vendor shall be responsible for completing an inventory of all known backflow devices for commercial and residential backflow devices. It is estimated that the City has approximately 300 various backflow devices. The awarded vendor shall be retained for a five (5) year term. The awarded vendor shall provide municipal references and have a minimum of five (5) years of municipal backflow data management utilizing there proposed web-based system. The awarded vendor shall be responsible for the following MANDATORY REQUIREMENTS:

- Initial Inventory-The City shall provide all backflow records available to the awarded vendor to be uploaded into proposed web-based program
- Proposed vendor will issue multiple letters to properties that have testable backflow assemblies in order to facilitate compliance and establishment of annual due dates
- Provide an electronic data base (web program) capable of storing "but not limited to" the following items:
 - A) Past test reports/information
 - B) Contractor licenses
 - C) Backflow tester licenses
 - D) Annual test kit calibration certificates
 - E) Collect and catalog all annual backflow test reports, each test report shall include the following information:
 - 1) Property name
 - 2) Property Address
 - 3) Billing address
 - 4) Property contact information
 - 5) Pass/Fail
 - 6) Backflow test readings, size, make, model, serial number and location of device(s)
- Provide an executive summary of your program, company and services (2 pages or less).
- Provide a detailed working/operation of your program and how it would best suit the City's needs. This shall include the start-up process, implementation and ongoing maintenance to your program. As well as key features, distinctions and functions.
- Provide a company chart that includes primary contacts and titles, key positions, customer service staff and I.T. department.
- Provide at a minimum, five (5) Illinois municipal references for work currently being performed using the proposed system. Include number of testable backflow assemblies currently being tracked as well as the length of time services have been provided to each reference.
- Please provide an escrow account for vendors proposed programs source code.
- The vendor shall be available for an onsite EPA meeting if required.

- The City must have unfettered access to all reports; backflow tests, non-compliant water customers as well as the ability to have multiple City staff users.
- The City shall have the right to terminate the agreement within 30 days of notice
- The City reserves the right to disqualify a proposed vendor for not meeting in part or in whole any of the above, mandatory, criteria

Below, please provide the quote for the services requested:

Quantity	Description	Unit	Unit Cost
1	Annual Cost to the <u>City</u> for the Database Management 2013-July 31, 2018	Each	\$0.00
1	Annual Cost of each (residential & commercial) backflow assembly report entered by a certified and licensed contractor into the web-based reporting program. 2013-July 31, 2018	Each	\$12.95
TOTAL COST TO THE CITY			\$0.00

If applicable; include in a separate work sheet, any and all pricing escalations for the duration of the agreement. Please be advised, price is only one factor of this proposal. The City reserves the right to select the most qualified and experienced firm with the most advantageous program for the City's use regardless of 'low price'.

Please specify any legal action taken against your firm in the last 3 years. Please specify any, additional, 3rd parties with a financial stake in your firm. Proposed bidders must be majority shareholders and sole owners of the proposed program.

Quotes are due by Tuesday, July 2nd, 2013 at 10:00 a.m. late submissions will not be evaluated. Proposals may be emailed to aprueter@darienil.gov or faxed to Ashley Prueter at 630-852-4709. Questions may be directed to Municipal Services at 630-353-8105.

ADDITIONAL NON-REQUIRED ITEMS:

Please provide any additional items, literature, etc. you feel would be beneficial for the City's review and benefit.



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

June 13, 2013

ADDENDUM 1

RFQ-CITY OF DARIEN BACKFLOW PROGRAM

Bid Date: July 2, 2013
Bid Time: 10:00 AM

Clarification:

The awarded vendor shall be responsible for the initial survey (Year 1) for backflow devices that may be required in all commercial and residential applications. This survey shall be in addition to the inventory of backflow devices.

This sheet Addendum 1 must be signed, dated and returned with the bid package.

I hereby am in receipt of the Addendum 1.

Signature

7/2/2013

Dated

Backflow Solutions Inc. / BSI Online
Company Name



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

June 13, 2013

ADDENDUM 2

RFQ-CITY OF DARIEN BACKFLOW PROGRAM

Bid Date: July 2, 2013
Bid Time: 10:00 AM

The following questions were submitted for the Backflow Program:

- 1) Are we sending out 100% of your surveys every 2 years as required by the IEPA?
RESPONSE: Yes Addendum 2 will be issued
- 2) How many water customers/connections do you have...in other words, how many must be mailed?
RESPONSE: The cover page of the quote specifies an approximate quantity
- 3) If this is a 5 year contract, does that mean that we must send out 100% of surveys 3 times during the contract term...during the 1st, 3rd, and 5th year?
RESPONSE: Yes see addendum 2
- 4) Do you want to make it a 4 year contract to make the surveys "cleaner" by only sending out two surveys?
RESPONSE: No
- 5) Does the city have the capabilities to include the survey form in with its water bill envelopes?
RESPONSE: Not at this time

ADDITIONAL NOTE:

The awarded vendor shall be responsible for the initial survey (Year 1) and subsequent surveys in Year 3 and Year 5, for backflow devices that may be required in all commercial and residential applications. This survey shall be in addition to the inventory of backflow devices.

This sheet Addendum 2 must be signed, dated and returned with the bid package.

I hereby am in receipt of the Addendum 2.



Signature

7/2/2013

Dated

Backflow Solutions Inc. / BSI Online
Company Name



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1869

June 14, 2013

ADDENDUM 3

RFQ-CITY OF DARIEN BACKFLOW PROGRAM

Bid Date: July 2, 2013
Bid Time: 10:00 AM

CLARIFICATION

The awarded vendor shall be responsible for the initial survey (Year 1) and subsequent surveys in Year 3 and Year 5, for backflow devices that may be required in all commercial and residential applications. This survey shall be in addition to the inventory of backflow devices.

The awarded vendor shall be responsible for developing the survey and reviewing with the City. The City will be responsible for mailing out the surveys at the City's expense for postage only. The City currently has approximately 9,100 services of which 400 are commercial.

This sheet Addendum 3 must be signed, dated and returned with the bid package.

I hereby am in receipt of the Addendum 3.

Signature

7/2/2013

Dated

Backflow Solutions Inc. / BSI Online
Company Name

Price Proposal

Per the City of Darien's RFP, there are three components of this project requiring a price quote from proposing firms: a) Annual Cost to the City for Database Mgmt., b) Annual Cost to Contractor for Web Entry of Reports and c) Surveys. The City's RFP only provided a place for costs related to the annual tracking of backflow assemblies, but not for the survey portion (specified in Addendums 1-3).

To summarize all costs associated with this project, we have prepared this brief pricing proposal.

Annual Cost to the City for Database Management

There is zero annual cost (\$0.00) to the City of Darien for Database Management of your backflow program.

Annual Cost of each backflow assembly report entered by contractor into web-based program

The cost to enter a report (both residential and commercial) into BSI Online is \$12.95 per report, which is consistent with the fee currently in place within the significant number of neighboring communities to Darien. While we have seen some of our competitors that are new to the market proposing lower filing fees, it should be noted that these fees will only result in a savings to the local backflow testers, as our experience has shown testing companies to pass along a fixed filing fee as opposed to adjusting it from community to community.

The filing fee is paid by the contractor at the time of entry. We offer several payment methods, including secure, online credit card processing, as well as the ability to establish a prepaid account (similar to an IPass).

Survey Cost

As the City has stated in Addendum 3 that the City will be covering all costs associated with postage and mailing of the survey letters, there will be zero annual cost (\$0.00) for BSI to administer your survey program. This includes our professional IT / Graphic Design Team customizing each of your forms, as well as cataloging and receiving all survey data. Customized reports with results will also be provided.

Summary

In conclusion, there is zero annual cost (\$0.00) to the City of Darien for the services described in the RFP and subsequent addendums. The sole cost associated with this project will be a \$12.95 filing fee, paid by the licensed backflow contractor at the time of annual report submittal.

AGENDA MEMO
Municipal Services Committee
July 22, 2013

ISSUE STATEMENT

A resolution authorizing the Mayor to execute a contract with Freehill Asphalt Inc. in an amount not to exceed \$101,250 for the 2013 Crack Fill Program.

BACKGROUND/HISTORY

The FY 13/14 Budget includes funds for the 2013 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligating). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ¾" and a width of 3". Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

Below are the bid results from the bid opening held on June 27, 2013.

VENDOR	BID RESULTS
Freehill Asphalt Inc	\$108,025.00
SKC Construction	\$111,722.50
Scodeller Construction	\$117,450.00

The lowest bid is over the FY 13-14 budget in the amount of \$6,775. The crack seal material is a petroleum based product and the costs from the manufacturers have increased by approximately 5% more than anticipated. Staff is requesting that the scope of work be reduced in an amount not to exceed the budgeted amount of \$101,250 or 67,953 pounds. Attached please find the revised Crack Sealing Schedule labeled as Attachment 1. References for Freehill Asphalt Inc. have been verified with positive feedback.

The proposed Crack Sealing Program would be funded from the following FY13-14 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13-14 BUDGET	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4382	CRACK FILL PROGRAM	\$101,250.00	-0-	\$ 101,250.00	-0-

STAFF RECOMMENDATION

Staff recommends approval of the proposed resolution.

ALTERNATE CONSIDERATION

Proceed at the full value of the contract in the amount of \$108,025. The Capital Projects Fund could absorb the additional expenditure in the amount of \$6,775, through savings identified to date.

DECISION MODE

This item will be placed on the August 5, 2013 City Council agenda for formal consideration.

Attachment 1
Schedule A-REVISED 07-11-13

STREET	SUBDIVISION	LIMIT	Road Length	Last Rehab	Last Crack fill	Pounds
Tennessee Av	Sixty Seven N	North of 67 th St	760	2007	2010	1500
Easy St	Sixty Seven N	Tennessee Av to Limit	222	2007	2010	370
67th Street	Clarefield	Cass Av to Clarendon Hills Rd	5280	2007	2010	10000
Columbia Ln	Farmingdale Heights	Charleston Dr - Richmond Av	650	2010	N/A	325
Charleston Dr	Farmingdale Heights	67th St to Chestnut Ln	1210	2007	2010	500
Timber Ln	Hinsbrook	Darien Ln to Richmond Av	620	2007	2010	1722
Hickory Ln	Hinsbrook	Seminole Dr to Darien Ln	1080	2007	2010	1800
James Peter Ct	Hinsbrook	Cass Av to east to limit	340	2010	N/A	50
Tennessee Av	Plainfield Highland	72 nd St to Plainfield Rd	980	2007	2010	500
Sunrise Av	Marion Hills South	Elm St to Janet Av	980	2007	2010	1633
Nantucket Dr	Farmingdale Terrace North	75th St to City Limits	2600	2010	N/A	800
Chippewa Ln	Farmingdale Terrace North	Farmingdale Dr to Sawyer Rd	400	2007	2010	400
Glen Ln	Farmingdale Terrace South	Sawyer Rd to Limit	1150	2007	2010	1278
Stratford Pl	Brookhaven #1	Walnut Dr to 79th St	1800	2010	N/A	500
Linden Av	Brookhaven #1	Plainfield Rd to 79th St	1420	2010	N/A	500
Country Lane	Brookhaven #1	Plainfield Rd to 75 th St	1200	2007	2010	500
77th St	Brookhaven #2	Williams St to Adams St	1500	2010	N/A	500
Hawthorne Pl	Brookhaven #2	Williams St to Stevens St	330	2005		2000
Stevens St	Brookhaven #2	Hawthorne Pl to Plainfield Rd	540	2005		1500
Ripple Ridge Dr	Hidden Lakes	Hinswood Dr east	2750	2010	N/A	1000
Mystic Trace	Hidden Lakes	Ripple Ridge Dr - Frontage Rd	970	2010	N/A	500
Captons Ln	Hidden Lakes	Frontage Rd to Frontage Rd	900	2007	2010	1000
Dawn Ln	Hidden Lakes	Mystic Trace to Willmette Av	900	2007	2010	400
Discosola Ct	Darien Club	Sweetbriar Ln to Limit	400	2004	2010	800
Exner Rd	Darien Club	Darien Club Dr to Holly Av	2,000	2006		2500
Williams St	Farmingdale Unit 5, 6, 7, 8, 9	Holly Av to Claremont Dr	280	2010	N/A	140
Claremont Dr	Farmingdale Unit 5, 6, 7, 8, 9	Exner Rd to Williams St	1232	2007	2010	1369
Adams St	Farmingdale Unit 5, 6, 7, 8, 9	North of 75th St to Limit	600	2007	2010	1000
Arbor Ct	Farmingdale Unit 5, 6, 7, 8, 9	73rd St to Limit	340	2007	2010	567
Clemens Rd	Farmingdale Unit 5, 6, 7, 8, 9	Exner Rd to Summit Rd	1120	2007	2010	2000
Shelley Ct	Farmingdale Unit 5, 6, 7, 8, 9	Park Av to Limit	450	2005		750
Carrol Ct	Farmingdale Unit 5, 6, 7, 8, 9	Park Av to Limit	450	2005		750

Park Av	Farmingdale Unit 5, 6, 7, 8, 9	73rd St to 75th St	1,200	2005		2000
Gold Grove Dr	Downners Fairview	Gigi Ln to 71 st St	1,160	2005		2000
Westminster Ct	Smart Oaks Glen	Bailey Rd to Limit	440	2007	2010	500
Pine Parkway	Pine Parkway	Plainfield Rd to cul-de-sac	901	2007	2010	2000
Adams St	Farmingdale South	Greenbriar Ln to Iroquois Ln	1000	2010	N/A	200
Ashley Ct	Devonshire	Knottingham Circle west	225	2010	N/A	500
Durham Ct	Devonshire	Knottingham Circle west	300	2010	N/A	150
Lakeview Dr	Bailey Park	Plainfield Rd to Bailey Rd	3800	2010	N/A	800
Bailey Rd	Bailey Park	Plainfield Rd to N Frontage Rd	5550	2007	2010	10000
Royal Oak Rd	Carriage Green 1-2	Carriage Green Dr to Limit	800	2006	2009	500
Laurel Ln	Carriage Green 1-2	Carriage Green Dr to Limit	400	2006	2009	300
Thistlewood Ct	Carriage Greens 3	Evergreen Ln to Evergreen Ln	1125	2010	N/A	563
Gleneagles Ln	Carriage Greens 4	Oldfield Rd to Bubble	720	2007	2010	800
Lyman Av	Farmingdale-Ridge	75th St to Manning Rd	1350	2010	N/A	400
Fairview Av	Farmingdale-Ridge	Manning Rd to Limit	1400	2003		3000
86th St	Brookeridge	Creekside Ln to Limit	270	2007	2010	600
Woodview Ct	Brookeridge	Creekside Ln to Limit	500	2007	2010	500
Kearney Rd	Brookeridge	Creekside Ln N 770'	360	2007	2010	600
Clifford Rd	Farmingdale Village	Pitcher Dr to Stewert Rd	660	2008	N/A	900
Pitcher Dr	Farmingdale Village	Ailsworth Dr to Clifford Rd	860	2008	N/A	800
Stewert Rd	Farmingdale Village	Ailsworth Dr to Clifford Rd	860	2008	N/A	1000
Beller Dr	Farmingdale Village	83rd St to Lemont Rd	4870	2010	N/A	700
Ailsworth Dr	Farmingdale Village	Beller Rd to Dead End	1420	2010	N/A	500
Ailsworth Ct	Farmingdale Village	Ailsworth Dr to limit	535	2010	N/A	500
Drover Ct	Farmingdale Village	Drover Ln to Limit	330	2007	2010	550
Havens Dr	Farmingdale Village	87th St to Stewert Rd	360	2006	2009	600
Hillside Ct	Farmingdale Village	Hillside Ln to Limit	180	2006	2009	300
Harvest Pl	Farmingdale Village	Meadow Ln to Beller Rd	1,230	2006	2009	2050
PROPOSED POUNDS						72,466.39
REVISED POUNDS- ROUNDED TO BUDGET						67,953.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FREEHILL ASPHALT INC. IN AN AMOUNT NOT TO EXCEED \$101,250.00 FOR THE 2013 CRACK FILL PROGRAM

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract with Freehill Asphalt, Inc. in an amount not to exceed \$101,250.00 for the 2013 Crack Fill Program, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

2013 Crack-Route Seal Program

REVISED
QUANTITIES
2008
07/11/13

The following Special Provisions supplement the Standard Specifications for Road and Bridge Construction", adopted by the State of Illinois, Department of Transportation, on January 1, 2002, the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2013, and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement designated as Crack Sealing Program and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CRACK ROUTING

This work shall conform to Section 451 of the Standard Specifications.

All cracks shall be routed with a low dust mechanical router to a depth of $\frac{3}{4}$ " and a width of $\frac{3}{4}$ ". Upon completion of the routing, all dirt, debris, and water shall be removed from the cracks. The method of removal will be completed utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor.

All cracks and joints that are routed shall be filled with sealant the same day. Under no circumstances will routing prior to the day of sealing be permitted.

The Contractor shall take precautions to avoid disturbing the sealant until it has hardened sufficiently to resist pickup. Any damage to the sealant, due to construction activities, shall be repaired at no additional cost.

All surplus material shall be disposed of by the Contractor, as acceptable to the Engineer, and no additional compensation will be allowed.

This work will be paid for in conjunction with the Crack Filling. The price shall be full compensation for furnishing all materials, for all preparation and for all labor, equipment, tools and incidentals necessary to complete the project.

CRACK FILLING

This work shall conform to Section 451 of the Standard Specifications. Further the sealants specified to be used shall be in conformance with M-301 or D6690 Type 2 sealers.

The Contractor shall submit the manufacturer's specifications for the hot-poured joint sealer at least seven (7) days prior to the start of any work.

Sealant shall be placed only when the cracks are in a dry condition and weather conditions are favorable. The sealant may be placed when air temperatures in the shade are 40°F and the forecast is for rising temperatures. The sealant shall be melted and mix-agitated to the proper temperature, rate and time as recommended by the applicable manufacturer's specifications.

The crack shall be slightly overfilled and immediately squeegeed to provide a "band-aid" effect approximately two inches wide, flush with the pavement surface with the edges feathered out.

The work shall be paid for at the Contract unit price per Pound for CRACK ROUTING and FILLING. The price shall be full compensation for furnishing all materials, for all preparations and for all labor, equipment, tools and incidentals necessary to complete this project.

ADDITIONAL

The Contractor shall supply traffic control devices including certified flaggers which shall be in accordance with the applicable sections of the Standard Specifications, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions and any special details and Highway Standards contained herein and in the proposal. The traffic control shall remain until the sealant has sufficiently cured to allow traffic over the sealant. In the event of ambient temperatures above 88°F, a thin layer of sand shall be strewn over the sealant to prevent tracking.

The vendor shall be responsible for a **street sweeping** upon the completion of the contract. At the end of every day, the awarded vendor shall be responsible to inspect the completed site and remove any and all debris, such as excess crackfill, drippings, sediment from driveways and shoulder areas and curbs and gutters. These items shall be considered incidental to the contract.

The awarded vendor shall make arrangements to deliver the quantity specified to the Public Works Facility, 1041 S. Frontage Rd. The inventory shall be confirmed by the City. The vendor shall return the empty cartons at the end of every day, no exceptions. The awarded vendor shall provide a log for quantity used on every road.

The awarded vendor shall provide 72-hour notification to the Superintendent of Municipal Services prior to beginning a roadway. The Municipal Services Department shall erect signage 48 hours prior to the commencement of work.

Company	FREEMILL Asphalt Co.
Representative	Thomas P. Freemill
Address	103 Yeasant Ave / PO Box 154 Watsonville, IL 60970
Telephone Office	815 432 5438
Telephone Mobile	815 341-3116
Facsimile	815 432 5439
E-Mail Address	Thomas.Freemill@SBCGlobal.net

- (1) Sealed bids will be received in the office of the City of Darien until 10:00 o'clock A.M. on **Thursday, June 27, 2013**, for furnishing materials equipment and labor as required for the 2013 Crack Filling Program, at which time all bids will be publicly opened and read.
- (2) Sealed bids shall be submitted on the enclosed form and placed in a sealed envelope labeled as **Sealed Bid – 2013 Crack Filling Program**
- (3) The right is reserved by the City of Darien to reject any or all bids.

The effective date of these bids will be the date of the opening above. These bids will be placed on file and remain firm for 60 days.

The City reserves the right to re-advertise for new or additional bids if not satisfied with the original or revised bids on file. The original and revised bids shall remain in effect for the duration of the contract upon City Council approval, unless terminated in writing by the City to the awarded vendor.

The commencement of work shall begin by no later than August 12, 2013 and be completed by September 6, 2013.

It is understood that all materials are in compliance and approved by the Illinois Department of Transportation. The requirements of the Standard Specifications for Road and Bridge Construction adopted by the Department shall govern insofar as they apply.

The quantities of material shown are for information only and listed within Schedule A. They represent the best known estimate of material needed. The actual quantities purchased may be increased or decreased by any amount subject to any maximum quantities specified by the supplier. Submitted bids with limits or conditions shall be rejected.

Bidders will be required to certify that for all Work to be performed pursuant to the Contract Documents, at least the prevailing rate of wages as found and determined by the State of Illinois will be paid to all workers and employees working on the Project. A certified payroll will be required with each payout request.

All bids shall be accompanied by a bid deposit of 5% of the total bid amount. Bid deposits shall be in the form of a certified check, a bank cashier's check drawn on a responsible bank

67,953 *
1.49 =
101,243.97 *

REVISED QUANTITIES
07/11/13

MATERIALS SUMMARY

Item	Quantity	Unit Price	Amount
Crack Routing & Filling	72,500 pounds	1.49	108,025.00
Total Cost	67,953 #	1.49	101,243.97

The undersigned agrees to furnish any or all of the above materials upon which prices are bid at the above bid unit prices subject to the following conditions.

- (1) It is understood and agreed that the current Standard Specifications for Road and Bridge Construction adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- (2) It is understood that quantities listed are approximate only and that they may be increased or decreased as needed to promptly complete the work at the above unit price bid.
- (3) Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the terms of acceptance at the point and in the manner specified in the "MATERIAL QUOTATIONS". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
- (4) The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

Bidder Frederick Asphalt Co.

By [Signature]

Address 103 Mount Ave 60970

Title PRESIDENT

Telephone Office 815 432 5438

Fax 815 432 5439

Cellular Phone 815 341-3116

E-mail THOMAS GREENVILLE@SBCGLOBAL.NET

Accepted By: _____

Date: _____

Date: _____

Contract

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

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

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions and Proposal hereto attached are essential documents of this contract and are a part hereof.

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

Attest: _____ The _____ of _____
City Clerk By _____ Mayor

(Seal) _____
(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of _____

Party of the Second Part

(If an individual)

Party of the Second Part

AGENDA MEMO
Municipal Services Committee
July 22, 2013

Issue Statement

A resolution authorizing the Mayor to execute a contract with Pavement Systems Inc. in the amount of \$5,865.40 for the Crack filling, Sealcoating, and Paint Striping for the City of Darien Municipal Complex-1702 Plainfield Road.

Background/History

Sealcoating an asphalt parking lot protects the integrity of the asphalt investment. This periodic maintenance will extend the life of the pavement and reduce the likelihood of larger repair issues. The two major elements that deteriorate asphalt are:

1. Sun and Oxidation: Sealcoating prevents oxidation and resists ultraviolet rays. Asphalt pavement begins to deteriorate almost as soon as it is placed. As the pavement is exposed to oxygen, the asphalt binder loses its elasticity. Cracks in the pavement enable oxygen and rainwater to penetrate the pavement, often into the sub base, weakening it and reducing the pavement's strength. Sealcoating protects the surface and fills surface voids, reducing pavement's exposure to oxygen and water and extending pavement life.
2. Water and Ice: Sealcoating resists water and ice. The sealer provides a protective shell that prevents water from penetrating through the asphalt. Water will soften the base causing larger more expensive repairs such as sink holes, depressions and cracks. In our frigid season, the water will freeze and expand which will create pot holes and cracks throughout the asphalt. The sealcoating helps prevent water and ice from penetrating the asphalt surface.

Staff had sent out 17 invitations for bid and received one (1) bid on July 15, 2013, in the amount of \$5,866.40. The Staff had reached out to the remaining vendors and inquired to why they did not bid. Some of the vendors did not respond to our follow up, others responded; they do not pay prevailing wage, were moving, too far to travel, to busy and one vendor submitted the bid on July 17, 2013, thus being non responsive. Pavement Systems has completed asphalt services for the City this year with very satisfactory services. The Staff will be completing limited base repair within the parking lot not to exceed \$1,500 for asphalt.

The FY13/14 Budget included funding for the project as follows:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13-14 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4223	CITY HALL SEALCOATING AND STRIPING-PAVEMENT SYSTEMS	\$ 10,000	\$ 5,865.40	\$ 4,134.60
01-30-4223	CITY HALL SEALCOATING AND STRIPING-BASE REPAIR	N/A	\$ 1,500.00	\$ 2,574.60

Staff Recommendation

Staff recommends awarding a contract to Pavement Systems Inc. in the amount of \$5,865.40 for the Crack filling, Sealcoating, and Paint Striping for the City of Darien Municipal Complex-1702 Plainfield Road.

Alternate Consideration

As directed by Committee.

Decision Mode

This item will be placed on the August 5, 2013 City Council agenda for formal consideration.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. O-11-13

**AN ORDINANCE OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, ASCERTAINING
THE PREVAILING RATE OF WAGES FOR
LABORERS, WORKMEN, AND MECHANICS
EMPLOYED ON PUBLIC WORKS OF SAID CITY**

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 1st DAY OF APRIL, 2013

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this 2nd
day of April, 2013.**

ORDINANCE NO. 0-11-13

**AN ORDINANCE OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
ASCERTAINING THE PREVAILING RATE OF WAGES FOR
LABORERS, WORKMEN, AND MECHANICS
EMPLOYED ON PUBLIC WORKS OF SAID CITY**

WHEREAS, The State of Illinois has enacted "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, codified as amended, 820 ILCS 130/1 et seq. (1993), formally Ill. Rev. Stat., Ch. 48, par. 39s-1 et seq.; and,

WHEREAS, the aforesaid Act requires that the City Council of the City of Darien investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said City of Darien employed in performing construction of public works, for said City of Darien;

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

SECTION 1: To the extent and as required by "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City, or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the City of Darien is hereby ascertained to be the same as the prevailing rate of wages for construction work in DuPage County area as determined by the Department of Labor of

ORDINANCE NO. O-11-13

the State of Illinois effective April 2013, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's April determination and apply to any and all public works construction undertaken by the City of Darien. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION 2: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the City of Darien to the extent required by the aforesaid Act.

SECTION 3: The City Clerk shall publicly post or keep available for inspection by any interested party in the main office of the City this determination of prevailing rate of wages then in effect shall be attached to all contract specification.

SECTION 4: The City Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5: The City Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State Index Division and the Department of Labor of the State of Illinois.

SECTION 6: The City Clerk shall cause to be published, in a newspaper of general circulation within the area, a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

Du Page County Prevailing Wage for April 2013

(See explanation of column headings at bottom of wages)

Trade Name	G	TYP	C	Base	FRMAN	M-E>B	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC	BLD			34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER	ALL			41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON	ALL			38.000	40.000	2.0	1.5	2.0	8.950	16.35	0.000	0.380
CERAMIC TILE FINISHER	BLD			34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH	BLD			32.650	34.750	1.5	1.5	2.0	9.250	14.46	0.400	0.610
ELECTRC PWR EQMT OP	ALL			36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRC PWR GRNDMAN	ALL			28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRC PWR LINEMAN	ALL			43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRC PWR TRK DRV	ALL			29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN	BLD			36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTR	BLD			49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR NE	ALL			33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
FENCE ERECTOR W	ALL			44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER	BLD			39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR	BLD			45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER E	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
IRON WORKER W	ALL			44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER	ALL			36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER	ALL			41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST	BLD			43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS	ALL			29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON	BLD			39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I	ALL			26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II	ALL			31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT	ALL			41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER BLD 1	BLD	1		45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER BLD 2	BLD	2		43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER BLD 3	BLD	3		41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER BLD 4	BLD	4		39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER BLD 5	BLD	5		48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER BLD 6	BLD	6		46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER BLD 7	BLD	7		48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER HWY 1	HWY	1		43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER HWY 2	HWY	2		42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER HWY 3	HWY	3		40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER HWY 4	HWY	4		39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER HWY 5	HWY	5		38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER HWY 6	HWY	6		46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER HWY 7	HWY	7		44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNMNTL IRON WORKR E	ALL			41.800	44.300	2.0	2.0	2.0	12.86	15.81	0.000	0.550
ORNMNTL IRON WORKR W	ALL			44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER	ALL			40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER	ALL			41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER	BLD			41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
PLASTERER	BLD			40.080	42.480	1.5	1.5	2.0	9.550	12.30	0.000	0.990
PLUMBER	BLD			41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710

ROOFER	BLD	38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER	BLD	42.510	44.510	1.5	1.5	2.0	10.04	12.01	0.000	0.780
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450
STEEL ERECTOR	E ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STEEL ERECTOR	W ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensa (Pension)

Vnc (Vacation)

Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1 Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of ORDINANCE NO. O-11-13 *"AN ORDINANCE OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKMEN, AND MECHANICS EMPLOYED ON PUBLIC WORKS OF SAID CITY"*, of the City of Darien, Du Page County, Illinois, duly passed and approved by the Mayor and City Council at a meeting held on April 1, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 1st day of April, 2013.



JoAnne E. Ragona
City Clerk
by [Signature] Deputy Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH PAVEMENT SYSTEMS INC. IN THE AMOUNT OF \$5,865.40 FOR THE CRACK FILLING, SEALCOATING, AND PAINT STRIPING FOR THE CITY OF DARIEN MUNICIPAL COMPLEX-1702 PLAINFIELD ROAD

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract with Pavement Systems Inc. in the amount of \$5,865.40 for the Crack filling, Sealcoating, and Paint Striping for the City of Darien Municipal Complex-1702 Plainfield Road, 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 5th day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

CONTRACT

This Contract is made this 5 day of August, 2013 by and between the City of Darien (hereinafter referred to as the "CITY") and Pavement Systems, Inc (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

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

Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for Sealcoat, Paint Striping and Crack Filling/Sealing for the Darien Municipal Complex located at 1702 Plainfield Road

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

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

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

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

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

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

that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK.

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

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

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

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

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

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

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

FOR: THE CITY

By: _____

Print Name: _____

Title: Mayor

Date: _____

FOR: THE CONTRACTOR

By:  _____

Print Name: James J Land

Title: President

Date: July 15, 2013

SECTION II

BIDDER SUMMARY SHEET

Sealcoat, Paint Striping and Crack Filling – Unit Pricing 2013

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

Firm Name: Pavement Systems Inc
Address: 13820 S California Ave
City, State, Zip Code: Blue Island IL 60406
Contact Person: Victor Salas
FEIN #: 36-3618194
Phone: (708) 396-8888 Fax: (708) 396-8843
E-mail Address: Victors@pavementsystems.com

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

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

UNIT PRICE BID SHEET – Scope of Work

THE SCOPE OF WORK FOR THE CITY OF DARIEN MUNICIPAL COMPLEX INCLUDES THE FOLLOWING		
ITEM DESCRIPTION	UNIT	QUANTITY
SEALCOATING AND CRACKFILLING	SQUARE FOOT	47,169
STRIPING		
CAR STALLS 4-INCH YELLOW	LINEAL FEET	1,530
HANDICAP SYMBOL-BLUE	EACH	4
HANDICAP STRIPING -YELLOW	LINEAL FEET	139
STOP BARS 24-INCH	LINEAL FEET	40
ARROWS-WHITE		3
RIGHT	EACH	1
LEFT	EACH	1
HASH MARKS-ENTRANCE FROM PLAINFIELD ROAD 6-INCH-YELLOW	LINEAL FEET	158
HASH MARKS-ADMINISTRATION BUILDING ENTRANCE 6-INCH-YELLOW	LINEAL FEET	59
HASH MARKS-POLICE BUILDING ENTRANCE 6-INCH-YELLOW	LINEAL FEET	145

UNIT PRICE BID SHEET

SCHEDULE OF PRICES FOR PROJECT CITY OF DARIEN MUNICIPAL COMPLEX				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
SEALCOATING AND CRACKFILLING	SQUARE FOOT	47,169	0.109	5,141.42
STRIPING				
CAR STALLS YELLOW	LINEAL FEET	1,530	0.229	350.37
HANDICAP SYMBOL-BLUE	EACH	4	27.00	108 ⁰⁰
HANDICAP STRIPING -YELLOW	LINEAL FEET	139	0.229	31.83
STOP BARS 24-INCH	LINEAL FEET	40	1.00	40 ⁰⁰
ARROWS-WHITE		3	25.00	75 ⁰⁰
RIGHT	EACH	1	25.00	25 ⁰⁰
LEFT	EACH	1	25.00	25 ⁰⁰
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	362	0.19	68.78 ⁰⁰
TOTAL COST				5,865.40

AGENDA MEMO
Municipal Services Committee
Meeting Date: July 22, 2013

ISSUE STATEMENT

Resolution approving an agreement with N. Batistich Architects for the Phase 2 Evaluation of the Heritage Plaza including survey services and preliminary design drawings in an amount not to exceed \$9,600.

BACKGROUND/HISTORY

At the July 15, 2013, City Council meeting the firm of Shive Hattery Architects presented an existing conditions report regarding the Heritage Plaza building. The building is located on Cass Avenue and owned by the city. The existing conditions report, which cost \$3,250 and will be allocated from the administration budget contingency account, acknowledged that the building can be rehabilitated, however recommended that the existing building be demolished and a new building be constructed. At the conclusion of the report to the council, the staff advised that they have asked Shive Hattery for a proposal to provide additional review of the building so the City Council can determine if it's best to rehabilitate the building or construct a new building. The additional review would identify the costs associated with each option and provide drawings of the building exterior if it was remodeled as well as rebuilt. Staff had requested additional quotes for the Phase 2 Evaluation and received one additional quote in an amount not to exceed \$9,600 from N. Batistich Architects. Staff had also reached out to The Architects Partnership Group, (Chase Bank architect) and declined to submit a proposal due to other commitments. The additional proposal was from Shive Hattery is in an amount not to exceed \$20,000.

The FYE 13 Business District budget included \$10,000 for grounds improvements. The staff completed a grounds improvement project In May of 2013, done primarily with municipal services employees. Since we did most of ground improvements in house Staff would allocate \$7,000 of the ground improvements budget to this expense. The remaining \$2,000 could be allocated to the \$500,000 *reserve balance* included in the Capital Projects budget.

STAFF RECOMMENDATION

Staff recommends approval of a resolution approving an agreement with N. Batistich Architects for the Phase 2 Evaluation of the Heritage Plaza including survey services and preliminary design drawings in an amount not to exceed \$9,600

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee

DECISION MODE

This item will be placed on the August 5, 2013, City Council meeting for formal consideration.

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT WITH N. BATISTICH ARCHITECTS FOR THE PHASE 2 EVALUATION OF THE HERITAGE PLAZA INCLUDING SURVEY SERVICES AND PRELIMINARY DESIGN DRAWINGS IN AN AMOUNT NOT TO EXCEED \$9,600

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

SECTION 1: The City Council of the City of Darien hereby approves an agreement with N. Batistich Architects for the Phase 2 Evaluation of the Heritage Plaza including survey services and preliminary design drawings in an amount not to exceed \$9,600 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 5th day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

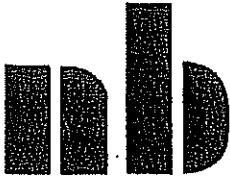
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



N. BATISTICH ARCHITECTS

MEADOWBROOK OFFICE CENTER
16 W. 175 S. FRONTAGE RD. SUITE 201
BURR RIDGE, IL 60527
PHONE: (630) 986-1773
FAX: (630) 986-1783
E-MAIL: SIMON@BATISTICHARCHITECTS.COM

July 18, 2013

Dan Gombac
City of Darien
1702 Plainfield Rd.
Darien, IL 60561

Re: Heritage Plaza, East side of Cass Ave. and North of Plainfield Rd, Darien, IL

Dear Dan,

We are hereby proposing to provide Architectural Services and prepare the necessary Architectural Preliminary Plans for the above existing strip center project. Our work shall include the following:

- Prepare preliminary drawings, including site plan, floor plan and elevations to improve the existing building and site, including code study on required improvements such as ADA Accessibility and the 2012 International Energy Code. Along with these drawings we will put together a cost estimate on the improvements.
- Prepare preliminary drawings, including site plan, floor plan and elevations for a new building to replace the existing on the site. Along with these drawings we will put together a cost estimate for the new building.
- Attend meetings as required during design and to present the completed drawings.

For these services, our fee will be a lump sum of \$ 9,600.00, payable as follows:

\$ 2,500.00 at signing of this agreement
Balance at completion of Preliminary Drawings.

City of Darien to provide Plat of Survey of the property, along with any other relevant drawings.

Sincerely,


Simon Batistich, A.L.A.

accepted,

_____ date _____

AGENDA MEMO
Municipal Services Committee Meeting
July 22, 2013

ISSUE STATEMENT

Approval of the following resolutions as they relate to the 79th Street and Farmingdale Drainage Project:

- A. A **resolution** authorizing staff to proceed with the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$106,525
- B. A **resolution** accepting a proposal from Norwalk Tank Company for the 112-inch x 75-inch Arch Culvert Metal Pipes, and Metal Bands for the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$14,896.72
- C. A **resolution** accepting a proposal from Vulcan Material for Rip Rap No 5 Stone in an amount not to exceed \$8,460.00
- D. A **resolution** Accepting a proposal from H& R Construction for the removal and replacement of the pipe and installation of the Rip Rap No 5 in an amount not to exceed \$20,700

BACKGROUND

The proposed project calls out for replacing the existing pipe under the roadway of 79th Street and immediately west of Farmingdale Drive. The existing pipe is deteriorating and is a critical storm water infrastructure component for Sawmill Creek. The 79th Street and Farmingdale Culvert Removal and Replacement Project are included in the FY13-14 Budget. The vendor, H&R Construction has completed work for the City of Darien in the past with quality overall services.

The project calls out for the following:

- Removal of the fabri-form concrete
- Removal of sidewalk, roadway and pipe
- Installation of Pipe
- Grading and Installation of Rip Rap
- Restoration of Sidewalk, Roadway, Landscaping
- Installation of Safety Fencing-Adjacent to Sidewalk

Competitive quotes were requested for the pipe, stone and outsourcing for the pipe and rock installation and are attached as Attachment A. Due to the weight of the pipe and the very large stone required for the project, a larger machine is required for lifting, reaching and placing the stone, thus requiring outsourcing for the installation. The project also calls out for additional materials and services all of which have been approved under separate agenda memos earlier this year. Attached and labeled as Attachment B is a cost summary sheet as it relates to the 79th Street and Farmingdale Drainage Project. There will be temporary road closures and detour routes will be put in place as required.

The proposed expenditure would be from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 13/14 BUDGET	PROPOSED EXPENDITURE
25-35-4376	STORM WATER PROJECTS-79 TH STREET AND FARMINGDALE DRIVE	\$107,000	\$106,526

STAFF RECOMMENDATION

Staff recommends approval of the for the following proposed resolutions as they relate to the 79th Street and Farmingdale Drainage Project:

- A. A resolution Authorizing Staff to proceed with the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$106,525
- B. A resolution accepting a proposal from Norwalk Tank Company for the 112-inch x 75-inch Arch Culvert Metal Pipes, and Metal Bands Sections for the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$14,896.72
- C. A resolution accepting a proposal from Vulcan Material for Rip Rap No 5 Stone in an amount not to exceed \$8,460.00
- D. A resolution accepting a proposal from H& R Construction for the removal and replacement of the pipe and installation of the Rip Rap No 5 in an amount not to exceed \$20,700

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the August 5, 2013 City Council agenda for formal approval.

SDR 26-W/2241 JOINT PIPE MATERIAL QUOTE REQUEST

DESCRIPTION			C & M Pipe and Supply Company		Kieft Bros		Norwalk Tank	
	QUANTITY-RANGE	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
PIPE MATERIAL								
112-INCH X 75-INCH 12 GAUGE CULVERT PIPE	110	LINEAL FOOT	\$ 224.00	\$ 24,640.00	\$ 230.00	\$ 25,300.00	\$ 128.42	\$ 14,126.20
112-INCH X 75-INCH 12 GAUGE CULVERT PIPE-BANDS	3	EACH	\$ 475.00	\$ 1,425.00	\$ 380.00	\$ 1,140.00	\$ 256.84	\$ 770.52
Total				\$ 26,065.00		\$ 26,440.00		\$ 14,896.72

DESCRIPTION			Prairie Material		Vulcan Material	
	QUANTITY-RANGE	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RIP RAP NO5	200	TONS	\$ 47.00	\$ 9,400.00	\$ 45.00	\$ 9,000.00
Total				\$ 9,400.00		\$ 9,000.00

DESCRIPTION			H&R CONSTRUCTION		SCORPIO CONSTRUCTION	
	QUANTITY-RANGE	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
OUTSOURCED LABOR-PIPE REMOVAL AND INSTALL AND PLACEMENT OF RIP RAP						
OPERATOR WITH EXCAVATOR	40	HOURLY	\$ 145.00	\$ 5,800.00	\$ 190.00	\$ 7,600.00
OPERATOR WITH END LOADER	40	EACH	\$ 116.00	\$ 4,640.00	\$ 200.00	\$ 8,000.00
3 LABORERS-40 HOURS EACH	40	HOURLY	\$ 234.00	\$ 9,360.00	\$ 294.00	\$ 11,760.00
UTILITY TRUCK WITH TOOLS	5	PER DAY	NO CHARGE	\$ -	\$ 30.00	\$ 150.00
MOBILIZATION PERMITS IN AND OUT	1	LUMP SUM	\$ 900.00	\$ 900.00	\$ 2,100.00	\$ 2,100.00
TOTAL COST				\$ 20,700.00		\$ 29,610.00

X:\project\sketches\2017\2241\Draw and Farmingdale Drive East Center

JOB LOCATION	79th Street and Farmingdale Dr CMP R&R Project					Attachment B
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	AWARDED VENDOR	
26-INCH CULVERT METAL PIPE	110	LINEAL FT	\$ 128.42	\$ 14,126.20	NORWALK	
PIPE BANDS	3	EACH	\$ 256.84	\$ 770.52	NORWALK	
CONCRETE SIDEWALK	650	SQ FT	\$ 3.95	\$ 2,567.50	SUBURBAN	
BITUMINOUS STREET CROSSING-SURFACE	411	SQ YD	\$ 63.00	\$ 25,893.00	PAVEMENT SYSTEMS OR SCORPIO	
TOTAL LENGTH (FT)=	100					
WIDTH (FT)=	37					
AREA (SY)=	411					
CONCRETE CURB AND GUTTER	250	LF	\$ 13.00	\$ 650.00	SUBURBAN	
TOP SOIL-MATERIAL	93	CUBIC YARD	\$ 14.45	\$ 1,343.85	DUPAGE TOP SOIL	
TOTAL LENGTH (FT)=	200					
WIDTH (FT)=	50					
AREA (CY)=	93					
TOP SOIL-INSTALLED	93	CUBIC YARD	\$ 10.00	\$ 930.00	SCORPIO	
TOTAL LENGTH (FT)=	200					
WIDTH (FT)=	50					
AREA (CY)=	93					
SOD-INSTALLED	1111	SQUARE YARD	\$ 4.00	\$ 4,444.00	SCORPIO	
TOTAL LENGTH (FT)=	200					
WIDTH (FT)=	50					
AREA (SF)=	10000					
STONE GRADE 8	316.25	TON	\$ 10.00	\$ 3,162.50	ELMHURST CHICAGO STONE	
TOTAL LENGTH (FT)=	110					
WIDTH (FT)=	9					
AREA (SY)=	110					
RIP RAP NO 5	180	TONS	\$ 47.00	\$ 8,460.00	VULCAN MATERIAL	
STONE GRADE CA-7	69	TON	\$ 14.15	\$ 976.35	ELMHURST CHICAGO STONE	
TOTAL LENGTH (FT)=	100		\$ -			
WIDTH (FT)=	9		\$ -			
AREA (SY)=	100		\$ -			
			\$ -			
ANALYTICAL TESTING	1	LUMP SUM	\$ 2,000.00	\$ 2,000.00	TESTING SERVICE CORP	
DUMP FEES	31	PER LOAD	\$ 55.00	\$ 1,705.00	E.F. HEIL	
TOTAL LENGTH (FT)=	100		\$ -			
WIDTH (FT)=	25					
AREA (CY)=	463					
DUMP FEES-SOD CONTAMINATED SPOILS	3	PER LOAD	\$ 100.00	\$ 300.00	TBD	
TOTAL LENGTH (FT)=	500					
WIDTH (FT)=	15					
AREA (CY)=	417					
TRUCKING	51	HOURLY	\$ 79.00	\$ 4,029.00	DAS ENTERPRISES	
ORNAMENTAL SAFETY FENCING	1	LUMP SUM	\$ 8,000.00	\$ 8,000.00	TBD	
SUB-TOTAL COST				\$ 79,357.92		
MISC-	\$ 3,967.90	EACH	5% of Subtotal	\$ 3,967.90		
SUB-TOTAL COST				\$ 83,325.82		
OPERATOR WITH EXCAVATOR	40.00	HOURLY	\$ 145.00	\$ 5,800.00	H & R CONSTRUCTION	
OPERATOR WITH END LOADER	40.00	HOURLY	\$ 116.00	\$ 4,640.00	H & R CONSTRUCTION	
3 LABORERS-10 HOURS EACH	40.00	LINEAL FOOT	\$ 234.00	\$ 9,360.00	H & R CONSTRUCTION	
UTILITY TRUCK WITH TOOLS	1.00	PER DAY	\$ -	\$ -	H & R CONSTRUCTION	
MOBILIZATION PERMITS IN AND OUT	1.00	LUMP SUM	\$ 900.00	\$ 900.00	H & R CONSTRUCTION	
OUTSOURCE COST				\$ 20,700.00	H & R CONSTRUCTION	
SUB TOTAL COST				\$ 104,025.82	H & R CONSTRUCTION	
CONTINGENCY-OUTSOURCE	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00	TO BE DETERMINED	
TOTAL COST				\$ 106,525.82		
TOTAL ESTIMATE-BUDGET				\$ 107,000.00		

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING STAFF TO PROCEED WITH THE 79TH
STREET AND FARMINGDALE DRAINAGE PROJECT
IN AN AMOUNT NOT TO EXCEED \$106,525**

**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 Staff to Proceed with
the 79th Street and Farmingdale Drainage Project in an Amount not to Exceed \$106,525,

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 5th day of August, 2013.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 5th day of August, 2013.**

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY FOR THE 112-INCH X 75-INCH ARCH CULVERT METAL PIPES, AND METAL BANDS FOR THE 79TH STREET AND FARMINGDALE DRAINAGE PROJECT IN AN AMOUNT NOT TO EXCEED \$14,896.72

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Norwalk Tank Company for the 112-inch x 75-inch Arch Culvert Metal Pipes, and Metal Bands for the 79th Street and Farmingdale Drainage Project in an amount not to exceed \$14,896.72, 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 5th day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Handwritten initials/signature in a circle.

Quotation

Date: 7/17/13
 Job Number: ARCH CMP

MARK

TO:
 Attention: DAN
 Company Name: CITY OF DARIEN
 Address:
 City, State, Zip:
 Phone Number:
 Fax Number: dgombac@darienil.gov
 Terms: NET 30 DAYS

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

PRICES GOOD FOR 30 DAYS

Quantity	Description	Unit Price	Amount
110'	112" X 75" (96" ARCH) CMP, 12 GAUGE, 5" X 1", GALVANIZED, SPIRAL, WEIGHT = 139#/FT	\$128.42/FT	
2 EA	BANDS FOR ABOVE	\$256.84 EA	

APPROX. 2 WEEK AVAILABILITY
 PIPE WILL SHIP IN 3 SECTIONS: 37', 37', 36'

QUOTED BY: *Mark Skulenski*

Plus tax if applicable

OUR QUOTE IS BASED ON LIMITED INFORMATION; WE CANNOT GUARANTEE ITS ACCURACY. WE THEREFORE CAUTION AND ADVISE YOU TO CHECK ALL ITEMS, QUANTITIES, SPECIFICATIONS AND DIMENSIONS VERY CAREFULLY BEFORE SUBMITTING YOUR BID AND/OR PLACING AN ORDER.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM VULCAN MATERIAL FOR RIP RAP NO 5 STONE IN AN AMOUNT NOT TO EXCEED \$8,460.00

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 approves accepts a proposal from Vulcan Material for Rip Rap No 5 Stone in an amount not to exceed \$8,460.00, 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 5th day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Attn: Dan Gombac

Quote Name: Village of Darien
Quote #: 3082219

DARIEN, CITY OF
1041 S FRONTAGE RD
DARIEN, IL 60561-6201
Acct#: 141420

79th St 1/2 mile east of Cass Ave
DARIEN, IL 60561

Date: Thursday, June 27, 2013
Quote Created: Wednesday, June 26, 2013
Effective From: Wednesday, June 26, 2013
Quote Expiration: Thursday, June 26, 2014
Price Expiration: Monday, December 23, 2013

Sales Rep : Mark Messaglia
595 W Laraway Rd
JOLIET, IL 60436
Phone: (815) 847-0226
Fax : (630) 955-4453
Email: messaglia@vmcmail.com

Special Instructions:

NO TAX, PLEASE GIVE A 48 HOUR NOTICE OF SHIPMENTS TO ENSURE PRODUCT AVAILABILITY..
THANKS, MIKE SABAN

100 - Aggregates

Plant	Product Name	Product #	Qty U/M	FOB Plant	Haul Rate	Delivered Price Per Unit
KANKAKEE STONE	RIP RAP #5	46071	200 Tons	528.00	17.00	545.00

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.
Prices are FOB your jobsite as stated above. Terms are Net 15th month prox. Please note standard terms and conditions apply.
(Subject to credit approval)
This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ Date: _____

Sales Representative: _____ Date: _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM H&R CONSTRUCTION FOR THE REMOVAL AND REPLACEMENT OF THE PIPE AND INSTALLATION OF THE RIP RAP NO 5 IN AN AMOUNT NOT TO EXCEED \$20,700

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from H& R Construction for the removal and replacement of the pipe and installation of the Rip Rap No 5 in an amount not to exceed \$20,700, 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 5th day of August, 2013.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2013.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

79TH STREET AND FARMINGDALE DRIVE CULVERT REPLACEMENT PROJECT

OUTSOURCED LABOR-PIPE REMOVAL AND INSTALL & PLACEMENT OF RIP RAP NO 5		H&R CONSTRUCTION		
DESCRIPTION	QUANTITY- RANGE	UNIT	UNIT PRICE	TOTAL
OPERATOR WITH EXCAVATOR	40	HOURLY	\$ 145.00	\$ 5,800.00
OPERATOR WITH END LOADER	40	HOURLY	\$ 116.00	\$ 4,640.00
3 LABORERS-40 HOURS EACH \$78.00 PER MAN PER HOUR	40	HOURLY	\$ 234.00	\$ 9,360.00
UTILITY TRUCK WITH TOOLS	5	PER DAY	\$ -	\$ -
MOBILIZATION PERMITS IN AND OUT	1	LUMP SUM	\$ 900.00	\$ 900.00
TOTAL COST				\$ 20,700.00

COMPANY NAME	H & R CONSTRUCTION
ADDRESS	6 WILD PLUM CT LEMONY, IL 60433
SUBMITTED BY	RICK CIESKI
DATE	7/18/2013
TELEPHONE NO	630-968-3581
MOBILE NO	630-514-1216
E-MAIL ADDRESS	rick.cieski@yahoo.com

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
June 24, 2013**

PRESENT: Joseph Marchese – Chairperson, Alderman Tina Beilke, Alderman Joerg Seifert, Dan Gombac – Director,

ABSENT: Michael Griffith, Senior Planner

ESTABLISH QUORUM

Committee Member Beilke called the meeting to order at 6:30 pm at the City Hall City Council Chambers, Darien, Illinois and declared a quorum was present. Chairperson Marchese arrived at 6:40 pm.

NEW BUSINESS

- A. Resolution – Authorizing the Mayor to execute a contract with Classic Fence Inc. in an amount not to exceed \$37,820.00 for the purchase and installation of a 6-foot high board-on-board wood fence.**

Mr. Dan Gombac, Director reported that this resolution authorizes a contract with Classic Fence Inc. to replace the deteriorated wooden privacy fence around the perimeter of the Municipal Complex. He reported that the proposed 6-foot high board-on-board fence includes 1,200 lineal feet of fencing and two dumpster enclosures with gates. He provided a sample of the fence to the Committee.

Alderman Seifert questioned the life span of the fence.

Mr. Gombac reported that the fence should last approximately 20 – 25 years.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a resolution authorizing the Mayor to execute a contract with Classic Fence Inc. in an amount not to exceed \$37,820.00 for the purchase and installation of a 6-foot high board-on-board wood fence.

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

- B. Resolution – Authorizing the Mayor to approve an expenditure for landscape restoration, tree trimming or removal, and survey staking in an amount not to exceed \$5,000.00.**

Mr. Dan Gombac, Director reported that this resolution authorizes an expenditure for landscape restoration, tree trimming or removal and survey staking for the fence project.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a resolution authorizing the Mayor to approve an expenditure for landscape restoration, tree trimming and removal, and survey staking in an amount not to exceed \$5,000.00.

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

C. Resolution – Authorizing the Mayor to execute a contract between the City of Darien and DMD Construction Inc. for the 2013 Fire Hydrant Painting Phase 1 in an amount not to exceed \$35,520.00.

Mr. Dan Gombac, Director reported that staff mailed out 8 invitations to bid and received 2 bids. He reported that the budget includes funding for the sandblasting, priming and painting of 480 of the 1,430 fire hydrants. Mr. Gombac reported that the program is considered Phase 1, year 1 of a 3 year program and that year two and three were proposed for an optional extensions should staff decide to use the same vendor contingent upon funding and vendor performance. He reported that the vendor has not completed hydrant painting in Illinois, DMD has provided numerous hydrant related services for municipalities in Illinois. He further reported that the vendor has provided a 5 year paint warranty and a two year labor guarantee.

Chairperson Marchese stated that back in 2005 the summer workers painted the hydrants but that it did not work out well.

Mr. Gombac reported that the hydrant painting is proposed to have a ten year life expectancy before noticeable fading.

Alderman Seifert questioned if there should be concern because the vendor is out of state.

Mr. Gombac reported that the vendor comes highly recommended and if staff is not satisfied, we have the opportunity to stop the work.

Alderman Bielke questioned if the vendor is aware of the different climate differences being that the vendor is from Florida.

Mr. Gombac reported that the vendor travels to various states to perform hydrant related services. The vendor will be utilizing the Sherwin Williams product. The product is also an industry standard.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a resolution authorizing the Mayor to execute a contract between the City of Darien and DMD Construction Inc. for the 2013 Fire Hydrant Painting Phase 1 in an amount not to exceed \$35,520.00.

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

D. Resolution – Accepting a Drainage Utility Easement from the following properties: 1010 69th Street, 1014 69th Street, 1018 69th Street, 1022 69th Street and 1026 69th Street.

Mr. Dan Gombac, Director reported that the easement is required for a rear yard drainage project in cooperation with residents. He reported that the work includes installing an under drain pipe through the rear easement of the participating and non-participating properties and connect to a storm sewer structure. He further reported that the cost of the project is approximately \$10,000 of which the resident at 1010 69th Street has provided a deposit of \$5,000 with the City and that the remaining funds would come from the rear yard drainage line item.

Mr. Gombac reported that the properties currently have a five foot rear yard easement that is heavily wooded and the existing grade would not allow the City to construct the improvement. He reported that staff reached out to the residents for an additional easement to be dedicated to the City for a storm water under drain system that the City will own and maintain.

Mr. Gombac reported that he had the signed plat of the easement.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a resolution accepting a drainage utility easement from the following properties: 1010 69th Street, 1014 69th Street, 1018 69th Street, 1022 69th Street and 1026 69th Street.

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

E. Minutes – Approval of the May 20, 2013 Municipal Services Committee Regular Meeting Minutes.

Alderman Marchese made a motion, and it was seconded by Alderman Beilke to approve the May 20, 2013 Municipal Services Committee Regular Meeting Minutes.

Upon voice vote, THE MOTION CARRIED 2-0. Alderman Seifert abstained.

DIRECTOR'S REPORT

Mr. Dan Gombac, Director reported that the Emerald Ash Borer treatment is on target and performing positively. He reported that the City's drainage projects are within budget and the concrete program is substantially completed and the vendor will be completing work in August and September. Mr. Gombac reported that the Sidewalk Project at Hinsdale South will be completed within the next two or three weeks.

NEXT SCHEDULED MEETING

Chairperson Marchese announced that the next regularly scheduled meeting is scheduled for Monday, July 22, 2013 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Bielke made a motion and it was seconded by Alderman Seifert to adjourn. Upon voice vote, **THE MOTION CARRIED** unanimously and the meeting adjourned at 7:00 p.m.

RESPECTFULLY SUBMITTED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairman

Tina Bielke
Alderman

Joerg Seifert
Alderman