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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**

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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

August 5, 2024

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [July 15, 2024](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. Police Department
  - B. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [24-25-07](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

15. Old Business

16. Consent Agenda

- A. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class “J” [Temporary Liquor License for the Darien Lions Club](#) – Steak Fry
- B. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class “J” [Temporary Liquor License for Darien Lions Club](#) – Octoberfest
- C. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Darien Woman’s Club](#)
- D. Consideration of a Motion to Approve an Ordinance [Amending Section 3-3-7 Relative to the Number of Liquor Licenses](#) in Certain Classifications
- E. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Surplus Property](#) Owned by the City of Darien
- F. Consideration of a Motion to Approve a Resolution Accepting the Unit Price Proposal from St. Aubin Nursery & Landscaping, Inc., for the [Purchase and Installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program](#) in an Amount not to Exceed \$36,540.00
- G. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Rag’s Electric for the [Electrical Upgrade of the Lighting of the Various City’s Entrance Sign Locations](#) in an Amount not to Exceed \$62,410.00
- H. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Discount Fence Company in an amount not to exceed \$17,855.00 for the [Purchase, Removal and Installation of a 6-foot High Tongue and Groove Sierra Blend CertaGrain Board Wood Fence](#)
- I. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Christopher B. Burke Engineering, LTD., to Perform Five Years (2025-2029) of Stewardship (Maintenance) on Three Acres of Restored Native Prairie Located at [Elm Street and Eleanor Place](#) in an Amount not to Exceed \$11,215.00 Annually for a Period of 5 Years
- J. Consideration of a Motion to Approve a Resolution Accepting a Drainage [Easement from the Following Property: 7117 Hudson Street 09-28-205-005](#)
- K. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of One New, model TL-3 Scorpion Towable Trailer Attenuator](#), from Street Smart Rentals, LLC in an Amount not to Exceed \$33,785.00
- L. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Garland/DBS, Inc., for the Labor, Material and Installation of Limited Tuck-Pointing, Window Replacement, Gutter and Downspout Replacement, Metal Flashing Replacement, New Metal Caps/Flashing and the Refurbishing of the Garage Floor for the [Public Works Building Facility Located at 1041 South Frontage Rd.](#), in an Amount not to Exceed \$285,663.00

17. New Business
  - A. Consideration of a Motion to Approve a Resolution Approving a Contract Extension, Year 4, with Eco Clean Maintenance, Inc. to Provide [Janitorial Services for the City of Darien](#) in an Amount not to Exceed \$28,896.00
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE JULY 15, 2024 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:28 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**JULY 15, 2024**

**7:30 P.M.**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Eric K. Gustafson (Remote)	Ted V. Schauer
	Joseph A. Kenny	Ralph Stompanato
	Gerry Leganski	Mary Coyle Sullivan

Absent: Thomas J. Belczak

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

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

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

There were none.

6. **APPROVAL OF MINUTES**

A. Special City Council Meeting – June 8, 2024

It was moved by Alderman Kenny and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of June 8, 2024.

Roll Call: Ayes: Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

B. City Council Meeting – June 17, 2024

It was moved by Alderman Stompanato and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of June 17, 2024.

Roll Call: Ayes: Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderwoman Sullivan...

...noted for the benefit of viewing audience that Alderman Gustafson is participating remotely via phone.

...commented that remodeling progress continues at Carriage Green Country Club with a grand opening planned for next week.

Alderman Kenny received communication from Mr. Drew, 77<sup>th</sup> Street, regarding ComEd lines; Director Gombac contacted ComEd regarding tree trimming.

8. **MAYORS REPORT**

**A. MAYORAL PROCLAMATION “DARIEN CHAMBER OF COMMERCE DAY” (JULY 15, 2024)**

Mayor Marchese read the proclamation into record declaring Darien Chamber of Commerce Day on July 15, 2024 in the City of Darien.

On behalf of the Darien Chamber of Commerce Board of Directors, April Padalik expressed gratitude for the honor and recognition. She thanked the City of Darien for their hospitality and partnership in promoting the advancement of area businesses.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – NO REPORT**

**B. MUNICIPAL SERVICES – NO REPORT**

Alderman Kenny received inquiry from Sharon Poteraske regarding a special branch pickup due to recent storm. Director Gombac determined a special pickup was not warranted. Mayor Marchese commented may need to reevaluate special branch pickup depending on storm anticipated Monday evening.

Alderman Schauer inquired if the Frontage Road IDOT project still had a scheduled completion date of July 28; Director Gombac confirmed project is on schedule.

Alderwoman Sullivan inquired about storm drain debris; Director Gombac stated debris will be removed.

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 24-25-05**

It was moved by Alderwoman Sullivan and seconded by Alderman Leganski to approve payment of Warrant Number 24-25-05 in the amount of \$250,309.33 from the

enumerated funds, and \$317,132.62 from payroll funds for the period ending 06/27/24 for a total to be approved of \$567,441.95.

Roll Call: Ayes: Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**B. WARRANT NUMBER 24-25-06**

It was moved by Alderman Schauer and seconded by Alderman Stompanato to approve payment of Warrant Number 24-25-06 in the amount of \$750,365.13 from the enumerated funds, and \$345,534.00 from payroll funds for the period ending 07/11/24 for a total to be approved of \$1,095,899.13.

Roll Call: Ayes: Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairwoman Sullivan announced the next Administrative/Finance Committee meeting is scheduled for August 5, 2024 at 6:00 P.M.

**Municipal Services Committee** – Clerk Ragona announced the next Municipal Services Committee meeting is scheduled for July 22, 2024 at 6:00 P.M.

**Police Committee** – Chairman Kenny announced the Police Committee meeting is scheduled for August 19, 2024 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

**A. CONSIDERATION OF A MOTION TO GRANTING A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN DISTRICT 61 EDUCATIONAL FOUNDATION**

**B. RESOLUTION NO. R-60-24      A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW CHALLENGER CL12A 2-POST VEHICLE LIFT FROM LIFTNOW IN AN AMOUNT NOT TO EXCEED \$14,057.48**

**C. RESOLUTION NO. R-61-24      A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORTON SALT, INC., FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT NOT TO EXCEED \$114,397.20**

**D. RESOLUTION NO. R-62-24      A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66 FOR ROCK SALT**

**E. RESOLUTION NO. R-63-24      A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT FOR ROCK SALT**

**F. RESOLUTION NO. R-64-24      A RESOLUTION ACCEPTING THE PROPOSAL OF A 12-MONTH SUBSCRIPTION INCLUDING HARDWARE UNIT, WEB APPLICATION, SERVICE AND SUPPORT AND PRODUCT REPLACEMENT FOR MINI-ROAD WEATHER INFORMATION SYSTEMS SENSORS FROM FROST SOLUTIONS, LLC, IN AN AMOUNT NOT TO EXCEED \$19,600.00**

**G. RESOLUTION NO. R-65-24      A RESOLUTION AUTHORIZING PRIVATE PROPERTY STORM WATER MANAGEMENT**



ASSISTANCE PROJECTS AND THE FARMINGDALE DRIVE PUBLIC WORKS STORM SEWER PROJECT IN AN AMOUNT NOT TO EXCEED \$183,764.00

H. RESOLUTION NO. R-66-24 A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) SOLAR SPEED ALERT 18 SPEED LIMIT SIGNS FROM ALL TRAFFIC SOLUTIONS INCORPORATED IN AN AMOUNT NOT TO EXCEED \$11,000.00

I. RESOLUTION NO. R-67-24 A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND ACCEPTING A PROPOSAL FROM STRUCTURED SOLUTIONS LLC, FOR STORM WATER MANHOLES WITHIN THE HINSBROOK SUBDIVISION IN AN AMOUNT NOT TO EXCEED \$44,020.00

J. RESOLUTION NO. R-68-24 A RESOLUTION TO ENTER INTO A 5-YEAR MAINTENANCE CONTRACT WITH AMBER MECHANICAL CONTRACTORS FOR THE SERVICE MAINTENANCE OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT THE DARIEN POLICE DEPARTMENT, 1710 PLAINFIELD ROAD, PER THE ANNUAL AMOUNT SCHEDULE AS FOLLOWS; YEAR 1 \$7,720 + CONTINGENCY OF \$2,020 = \$9,740.00

K. ORDINANCE NO. O-14-24 ORDINANCE AMENDING SECTION 3-3 7-11(C) OF THE DARIEN CITY CODE (BUA THAI KITCHEN)

Roll Call: Ayes: Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: Belczak

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

There was no New Business.

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

Aldерwoman Sullivan announced the next Concert in the Park, featuring Cadillac Groove, will be held on July 25 at Westwood Park at 6:00 P.M.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 7:46 P.M.

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Mayor

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City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 07-15-24. Minutes of 07-15-24 CCM.



**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
August 5, 2024**

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

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

General Fund		<b>\$744,708.49</b>
Water Fund		<b>\$28,197.65</b>
Motor Fuel Tax Fund		<b>\$838,650.39</b>
Stormwater Management Fund		
Water Depreciation Fund		
Special Service Area Tax Fund		
Impact Fee Expenditures		
Capital Improvement Fund		<b>\$9,211.40</b>
Cannabis Fund		
DUI Technology Fund		<b>\$22,371.36</b>
Federal Equitable Sharing Fund		<b>\$17,417.20</b>
	<b>Subtotal:</b>	<b><u>\$1,660,556.49</u></b>
General Fund Payroll	<i>07/25/24</i>	<b>\$ 289,261.85</b>
Water Fund Payroll	<i>07/25/24</i>	<b>\$ 34,017.77</b>
	<b>Subtotal:</b>	<b><u>\$ 323,279.62</u></b>

<b>Total to be Approved by City Council:</b>	<b><u>\$1,983,836.11</u></b>
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**Approvals:**

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Joseph A. Marchese, Mayor

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JoAnne E. Ragona, City Clerk

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Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 7/16/2024 Through 8/5/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	PROFESSIONAL SERVICES- AUG 2024	AP080524	4325	Consulting/Professional	8,021.49
AIS	BACK UP SERVICES- AUG 2024	AP080524	4325	Consulting/Professional	1,550.00
AIS	SECURE EMAIL- AUG 2024	AP080524	4325	Consulting/Professional	15.50
AIS	PROJ HARDWARE- PC ROTATION FY25	AP080524	4325	Consulting/Professional	916.34
AIS	ENDPOINT MGMT- AUG 2024	AP080524	4325	Consulting/Professional	213.28
ALPINE BANQUETS, INC.	DEPOSIT - 2025 CITIZEN OF THE YEAR BANQUET	AP072624	4239	Public Relations	500.00
APRIL PADALIK	APRIL PADALIK-CONCERT COORDINATOR- 7-25-24	AP080524	4239	Public Relations	2,000.00
CHRONICLE MEDIA LLC	LEGAL NOTICE: PZC2024-06 & PZC2024-07	AP080524	4221	Legal Notices	147.00
COMCAST	SIP SERVICE	AP080524	4267	Telephone	480.19
COMCAST BUSINESS	CITY HALL FAX LINE- 1702 PLAINFIELD RD, DARIEN	AP080524	4267	Telephone	65.90
COMCAST BUSINESS	CABLE TV & SERVICE CALL -CITY HALL	AP080524	4267	Telephone	172.67
DUPAGE COUNTY PUBLIC WORKS	167288-21005549 CITY HALL SEWER BILL	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	179.44
IMPACT NETWORKING, LLC	COPIER AGREEMENTS-CH & PW	AP080524	4225	Maintenance - Equipment	61.95
IMPACT NETWORKING, LLC	COPIER AGREEMENTS-CITY HALL & PUBLIC WORKS	AP080524	4225	Maintenance - Equipment	61.95
MECO CONSULTING GROUP LLC	COMMUNICATIONS	AP080524	4239	Public Relations	2,800.00
MECO CONSULTING GROUP LLC	FALL NEWS LETTER-2024	AP080524	4239	Public Relations	2,000.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 7/16/2024 Through 8/5/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NICOR GAS	82541110001 1702 PLAINFIELD RD	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	142.94
O DELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL SERVICES-JUNE 2024	AP080524	4219	Liability Insurance	1,540.00
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES- CITY HALL	AP080524	4253	Supplies - Office	50.41
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES- CITY HALL	AP080524	4253	Supplies - Office	45.98
PITNEY BOWES BANK INC	POSTAGE 6-28-24	AP080524	4233	Postage/Mailings	325.00
PM PRINTING INC.	STATIONARY ENVELOPES, INSPECTION REPORTS	AP080524	4235	Printing and Forms	510.00
QUADIENT FINANCE USA INC	FINAL DOWNLOAD OF POSTAGE /QUADIENT	AP080524	4233	Postage/Mailings	120.00
RUNCO OFFICE SUPPLY	TONER, MARKERS, PENS	AP080524	4253	Supplies - Office	71.63
RUNCO OFFICE SUPPLY	JANITORIAL SUPPLIES-CH	AP080524	4253	Supplies - Office	19.68
				Total Administration	22,011.35

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 7/16/2024 Through 8/5/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SUNCOM TV	VIDEO / JUNE 2024 CITY COUNCIL MEETING	AP080524	4206	Cable Operations	300.00
				Total City Council	300.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 7/16/2024 Through 8/5/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	GIS INCORPORATED INTO OPEN GOV	AP080524	4325	Consulting/Professional	69.50
CHRISTOPHER B. BURKE ENG, LTD	FINAL INSPECTION, LOC REDUCTION, AS BUILT SURVEY	AP080524	4325	Consulting/Professional	2,146.79
CHRISTOPHER B. BURKE ENG, LTD	REVIEW OF FENCE /FLOODPLAIN- 117 JANET AVE	AP080524	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	SITE VISIT FOR STATUS OF COMPLETION- 310 ROGER RD	AP080524	4328	Const/Prof Reimbursable	300.00
CODE ENFORCEMENT REPRESENTATIV	CODE ENFORCEMENT SERVICES- JUNE 2024	AP080524	4325	Consulting/Professional	1,080.00
OELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL SERVICES-JUNE 2024	AP080524	4219	Liability Insurance	1,912.50
PITNEY BOWES BANK INC	POSTAGE 6-28-24	AP080524	4233	Postage/Mailings	10.00
QUADIENT FINANCE USA INC	FINAL DOWNLOAD OF POSTAGE /QUADIENT	AP080524	4233	Postage/Mailings	15.00
SUNCOM TV	VIDEO / JUNE 2024 PLANNING/ZONING MEETING	AP080524	4263	Training and Education	687.50
				Total Community Development	6,421.29

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 7/16/2024 Through 8/5/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	BREAK AWAY SWITCHES	AP080524	4229	Maintenance - Vehicles	59.96
ADVANCE AUTO PARTS	BEARING	AP080524	4229	Maintenance - Vehicles	16.48
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1041 S FRONTAGE RD, DARIEN	AP080524	4223	Maintenance - Building	223.74
ALL TRAFFIC SOLUTIONS	2 SPEED RADAR SIGNS	AP080524	4257	Supplies - Other	11,000.00
ALTORFER INDUSTRIES INC	BOLT	AP080524	4229	Maintenance - Vehicles	2.52
ALTORFER INDUSTRIES INC	REPAIR PARTS FOR #203	AP080524	4229	Maintenance - Vehicles	610.26
ALTORFER INDUSTRIES INC	WASHER FOR #205	AP080524	4229	Maintenance - Vehicles	3.00
CARLSEN'S ELEVATOR SERVICES	ELEVATOR MAINTENANCE- 1710 PLAINFIELD RD	AP080524	4223	Maintenance - Building	849.09
CHRISTOPHER B. BURKE ENG, LTD	SITE MONITORING /HERBACIDE APPLICATION - DALE ROAD WETLAND	AP080524	4325	Consulting/Professional	759.77
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- 1041 S FRONTAGE	AP080524	4219	Liability Insurance	206.96
CORE & MAIN	BASIN, GRATES AND SUPPLIES	AP080524	4374	Drainage Projects	6,742.40
EJ USA, INC.	SUPPLIES	AP080524	4257	Supplies - Other	893.61
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN	AP080524	4219	Liability Insurance	87.16
HIGH STAR TRAFFIC	STREET SIGNS	AP080524	4257	Supplies - Other	480.85
IMPACT NETWORKING, LLC	COPIER AGREEMENTS-CH & PW	AP080524	4225	Maintenance - Equipment	61.95
IMPACT NETWORKING, LLC	COPIER AGREEMENTS- CITY HALL & PUBLIC WORKS	AP080524	4225	Maintenance - Equipment	61.95
IMPACT NETWORKING, LLC	COPIER AGREEMENT-Overage /PW (6-18 thru 7-17-24)	AP080524	4225	Maintenance - Equipment	22.29



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 7/16/2024 Through 8/5/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JOHN K. CARR	REIMBURSE JOHN CARR / CLOCK TOWER FOUNTAIN PUMP	AP080524	4223	Maintenance - Building	802.50
JOSE CASTILLEJO	FENCE REPAIR- 1130 HINSWOOD DR	AP080524	4257	Supplies - Other	150.00
L & G WELDING SERVICES INC	MAILBOX SUPPLIES	AP080524	4257	Supplies - Other	4,998.84
MASTER GRAPHICS	TONER AND PAPER FOR PLAT COPIER	AP080524	4253	Supplies - Office	337.48
MONROE TRUCK EQUIPMENT	GENERATOR COVER	AP080524	4229	Maintenance - Vehicles	45.82
NORWALK TANK	PARTS FOR WILMETTE STORM SEWER	AP080524	4374	Drainage Projects	237.42
NORWALK TANK	STORM SEWER INLETS- WILMETTE	AP080524	4374	Drainage Projects	655.28
ODP BUSINESS SOLUTIONS	SHREDDER FOR PUBLIC WORKS	AP080524	4253	Supplies - Office	270.87
ORKIN LLC	ANTS IN ALL OFFICES /SPRAY INDOOR AND OUTDOOR CH	AP080524	4223	Maintenance - Building	200.00
PITNEY BOWES BANK INC	POSTAGE 6-28-24	AP080524	4233	Postage/Mailings	15.00
PRO CHEM INC	MAINTENANCE EQUIPMENT/SUPPLIES	AP080524	4225	Maintenance - Equipment	659.93
QUADIENT FINANCE USA INC	FINAL DOWNLOAD OF POSTAGE /QUADIENT	AP080524	4233	Postage/Mailings	5.00
RED WING SHOES	MCDONAUGH- BOOTS	AP080524	4269	Uniforms	250.00
RED WING SHOES	BROWN- BOOTS	AP080524	4269	Uniforms	186.99
ROUTE 66 ASPHALT CO	HMA SC N50 D 9.5R	AP080524	4257	Supplies - Other	612.87
ROUTE 66 ASPHALT CO	HMA SC N50 D 9.5R	AP080524	4257	Supplies - Other	276.49
ROUTE 66 ASPHALT CO	HMA SC N50 D 9.5R	AP080524	4257	Supplies - Other	106.48
ROUTE 66 ASPHALT CO	HMA SC N50 D 9.5R	AP080524	4257	Supplies - Other	459.80
ROUTE 66 ASPHALT CO	HMA SC N50	AP080524	4257	Supplies - Other	493.08
ROUTE 66 ASPHALT CO	ASPHALT DUMP-6 WHEELER	AP080524	4257	Supplies - Other	150.00
SCHOMIG LAND SURVEYORS LTD.	HUDSON PLAT OF EASEMENT	AP080524	4325	Consulting/Professional	750.00
SHREVE SERVICES INC	TOPSOIL 7-24-24	AP080524	4257	Supplies - Other	320.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 7/16/2024 Through 8/5/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
STATE CHEMICAL SOLUTIONS	MAINTENANCE SUPPLIES	AP080524	4223	Maintenance - Building	352.34
STATE CHEMICAL SOLUTIONS	GREASE B GONE	AP080524	4225	Maintenance - Equipment	428.19
STEVE PIPER & SONS, INC.	TUB GRINDING 7-10-24	AP080524	4243	Rent - Equipment	1,800.00
TRUGREEN	FERTILIZATION 75TH MEDIANS	AP080524	4350	Forestry	4,277.00
TRUGREEN	FERTILIZATION -CH AND PD	AP080524	4350	Forestry	456.30
TRUGREEN	FERTILIZATION -PW FACILITY	AP080524	4350	Forestry	456.30
TRUGREEN	FERTILIZATION- BASINS	AP080524	4350	Forestry	1,765.28
TRUGREEN	FERTILIZATION- 75TH ST LANDSCAPE BEDS	AP080524	4350	Forestry	3,525.00
TRUGREEN	FERTILIZATION-CLOCK TOWER TURF	AP080524	4350	Forestry	78.00
TRUGREEN	WEED CONTROL -RIP RAP AREAS	AP080524	4350	Forestry	3,324.00
TRUGREEN	ENTRANCE SIGNS	AP080524	4350	Forestry	1,868.75
TRUGREEN	CLOCK TOWER	AP080524	4350	Forestry	198.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP080524	4223	Maintenance - Building	129.74
VULCAN CONSTRUCTION MATERIALS	STONE DELIVERY 7-8-24	AP080524	4257	Supplies - Other	1,975.94
VULCAN CONSTRUCTION MATERIALS	STONE DELIVERY 7-10-24	AP080524	4257	Supplies - Other	574.28
WORK N GEAR	MCDONAUGH-CLOTHING	AP080524	4269	Uniforms	135.97
WORK N GEAR	MCDONAUGH-CLOTHING	AP080524	4269	Uniforms	256.63
WORK N GEAR	MCDONAUGH-CLOTHING	AP080524	4269	Uniforms	49.99
				Total Public Works, Streets	55,717.55

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 7/16/2024 Through 8/5/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DU-COMM	FACILITY LEASE -(8-1-24 thru 10-31-24)	AP080524	4325	Consulting/Professional	4,751.75
DU-COMM	QUARTERLY SHARES (8-1-24 thru 10-31-24)	AP080524	4325	Consulting/Professional	119,561.00
DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES- 2 STRAY DOGS	AP080524	4201	Animal Control	285.00
DUPAGE COUNTY CHILDRENS	CONTRIBUTION- DUPAGE COUNTY CHILDRENS CENTER	AP080524	4337	Dumeg/Fiat/Child Center	3,500.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- 1710 PLAINFIELD RD	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	507.01
FBI - LEEDA	RUMICK- FBI LEEDA ELI CLASS	AP080524	4263	Training and Education	795.00
GRP & ASSOCIATES INC	MEDICAL WASTE DISPOSAL (EVIDENCE RM)	AP080524	4217	Investigation and Equipment	134.00
IL OFFICE OF ATTORNEY GENERAL	FUND 0958 LOWN, BRANDON	AP080524	4219	Liability Insurance	30.00
IL SECRETARY OF STATE	LIC PLATE RENEWAL- P41	AP080524	4229	Maintenance - Vehicles	151.00
IL SECRETARY OF STATE	LIC PLATE RENEWAL- D32	AP080524	4229	Maintenance - Vehicles	151.00
IL SECRETARY OF STATE	LIC PLATE RENEWAL -D34	AP080524	4229	Maintenance - Vehicles	151.00
IL STATE POLICE	SEX OFFENDER REGISTRATION -LOWN, BRANDON	AP080524	4219	Liability Insurance	30.00
IL STATE TREASURER	FUND 0527 LOWN, BRANDON	AP080524	4219	Liability Insurance	5.00
IPPFA	PTSD RETREAT (Norton)	AP080524	4263	Training and Education	175.00
IPPFA	PTSD RETREAT (Hruby)	AP080524	4263	Training and Education	175.00
ITOA	SOMOGYE- 2024 ITOA ANNUAL CONFERENCE	AP080524	4263	Training and Education	390.00
ITOA	STUTTE- PISTOL OPTIC ARMORER CLASS	AP080524	4263	Training and Education	215.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 7/16/2024 Through 8/5/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
KARA COMMUNICATIONS	ADMIN TOW FORMS	AP080524	4235	Printing and Forms	388.00
KIESLER POLICE SUPPLY COMPANY	AMMUNITION	AP080524	4217	Investigation and Equipment	362.25
KING CAR WASH	DETAIL CLEAN D14	AP080524	4229	Maintenance - Vehicles	185.00
KING CAR WASH	CAR WASHES- JUNE 2024	AP080524	4229	Maintenance - Vehicles	330.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUB /VAPOR GREY	AP080524	4815	Equipment	43,987.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV / NIGHT MOVES	AP080524	4815	Equipment	43,987.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUB / DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV /DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV /DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV /DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV / DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV / DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV / DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV / DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 7/16/2024 Through 8/5/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV / DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
NAPLETON FLEET GROUP	2024 DODGE DURANGO SUV / DB BLACK CRYSTAL	AP080524	4815	Equipment	43,643.00
ODELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL SERVICES-JUNE 2024	AP080524	4219	Liability Insurance	605.00
PHYLAX SOLUTIONS LLC	K9 UNIT MAINTENANCE TRAINING	AP080524	4263	Training and Education	1,050.00
PITNEY BOWES BANK INC	POSTAGE 6-28-24	AP080524	4233	Postage/Mailings	150.00
QUADIENT FINANCE USA INC	FINAL DOWNLOAD OF POSTAGE /QUADIENT	AP080524	4233	Postage/Mailings	60.00
RAY O'HERRON CO. INC.	SCALISE- UNIFORM	AP080524	4269	Uniforms	100.61
RAY O'HERRON CO. INC.	PATCH REMOVAL	AP080524	4269	Uniforms	15.00
RAY O'HERRON CO. INC.	AYYAD- BP VEST	AP080524	4269	Uniforms	1,146.99
RAY O'HERRON CO. INC.	RUMICK- WALLET BADGE	AP080524	4269	Uniforms	124.87
RAY O'HERRON CO. INC.	UNIFORM- CSO MCKENZIE	AP080524	4269	Uniforms	329.82
				Total Police Department	660,258.30
				Total General Fund	744,708.49

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 7/16/2024 Through 8/5/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	WATER SYSTEM MAINTENANCE /12-14 AND 12-15-23	AP080524	4231	Maintenance - Water System	1,658.70
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1041 S FRONTAGE RD, DARIEN	AP080524	4223	Maintenance - Building	223.74
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- 1041 S FRONTAGE	AP080524	4219	Liability Insurance	206.95
CITIBANK	PIPE TESTING	AP072424	4223	Maintenance - Building	3,988.00
CORE & MAIN	WATER MAIN CLAMPS	AP080524	4231	Maintenance - Water System	2,102.00
DUPAGE COUNTY PUBLIC WORKS	VACUUM WASTE DISPOSAL- MAY/JUNE 2024	AP080524	4231	Maintenance - Water System	1,260.00
DYNEGY ENERGY SERVICES	ENERGY - 9S720 LEMONT RD	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	126.21
DYNEGY ENERGY SERVICES	ENERGY - 67TH RIDGE	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	35.26
DYNEGY ENERGY SERVICES	ENERGY - 18W736 MANNING	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	72.80
DYNEGY ENERGY SERVICES	ENERGY - 1220 PLAINFIELD RD	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,585.82
DYNEGY ENERGY SERVICES	ENERGY - BILLING PERIOD MAY 16 thru JUNE 16, 2024	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,968.11
FIRST ADVANTAGE OCCUPATIONAL	PRE-EMPLOYMENT DRUG SCREENS	AP080524	4219	Liability Insurance	37.79
HACH COMPANY	CL-17 MAINTENANCE AGREEMENT	AP080524	4241	Quality Control	3,288.00
I.R.M.A.	DEDUCTIBLE- JUNE 2024	AP080524	4219	Liability Insurance	2,521.73
IMPACT NETWORKING, LLC	COPIER AGREEMENT-Overage /PW (6-18 thru 7-17-24)	AP080524	4225	Maintenance - Equipment	22.30
MASTER GRAPHICS	TONER AND PAPER FOR PLAT COPIER	AP080524	4253	Supplies - Office	337.49

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 7/16/2024 Through 8/5/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	21710264942 1220 PLAINFIELD RD, DARIEN	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	45.88
NICOR GAS	21710264942 1220 PLAINFIELD RD, DARIEN	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	46.02
NICOR GAS	12344110007 1897 MANNING DR, DARIEN	AP080524	4271	Utilities (Elec,Gas,Wtr,Sewer)	49.12
NORWALK TANK	PARTS FOR WILMETTE STORM SEWER	AP080524	4231	Maintenance - Water System	237.42
NORWALK TANK	STORM SEWER INLETS	AP080524	4231	Maintenance - Water System	655.28
RED WING SHOES	WOLFRAM- BOOTS	AP080524	4269	Uniforms	240.49
RED WING SHOES	CARLSON- BOOTS	AP080524	4269	Uniforms	250.00
STATE CHEMICAL SOLUTIONS	MAINTENANCE SUPPLIES	AP080524	4223	Maintenance - Building	352.34
USABLUBOOK	PRESSURE GUAGES	AP080524	4231	Maintenance - Water System	601.04
USABLUBOOK	ADAPTER	AP080524	4231	Maintenance - Water System	1.59
VERIZON WIRELESS	SCADA	AP080524	4267	Telephone	328.94
VULCAN CONSTRUCTION MATERIALS	STONE DELIVERY 7-10-24	AP080524	4231	Maintenance - Water System	574.29
VULCAN CONSTRUCTION MATERIALS	STONE DELIVERY 7-8-24	AP080524	4231	Maintenance - Water System	1,975.94
WATER PRODUCTS - AURORA	MIGHTY PROBES	AP080524	4231	Maintenance - Water System	525.00
WORK N GEAR	WOLFRAM- CLOTHING	AP080524	4269	Uniforms	879.40
				Total Public Works, Water	28,197.65
				Total Water Fund	28,197.65

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 7/16/2024 Through 8/5/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AEP ENERGY	3018018402 SW CIR 75TH ST ADAMS, DARIEN	AP080524	4840	Street Lights	1,012.46
AEP ENERGY	3017243669 2510 ABBEY DR LOT 278	AP080524	4840	Street Lights	971.30
AEP ENERGY	3017243647 75 ST LEGS STREET LGT /CASS DARIEN	AP080524	4840	Street Lights	272.20
AEP ENERGY	3017243670 SW CORNER075TH ST PLAINFIELD RD, DARIEN	AP080524	4840	Street Lights	899.53
AEP ENERGY	3017243636 1702 PLAINFIELD RD	AP080524	4840	Street Lights	48.50
AEP ENERGY	3017243658 S FRONTAGE 0 E CASS ST, DARIEN	AP080524	4840	Street Lights	105.39
BROTHERS ASPHALT PAVING	ASPHALT AND MATERIAL FOR ROAD REHAB	AP080524	4855	Street Reconstruction/Rehab	835,275.52
COM ED	9845228000 7033 CLARENDON HILLS RD LIGHTING	AP080524	4840	Street Lights	5.30
COM ED	7953012222 6701 CLARENDON HILLS RD, ST LIGHT	AP080524	4840	Street Lights	60.19
				Total MFT Expenses	838,650.39
				Total Motor Fuel Tax	838,650.39



**CITY OF DARIEN**  
**Expenditure Journal**  
**FESA - Justice - 1**  
**Drug Forfeiture Expenditures**  
**From 7/16/2024 Through 8/5/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
EMERGENCY VEHICLE TECHNOLOGIES	UPFITTING P42	AP080524	4229	Maintenance - Vehicles	8,708.60
EMERGENCY VEHICLE TECHNOLOGIES	UPFITTING P44	AP080524	4229	Maintenance - Vehicles	<u>8,708.60</u>
				Total Drug Forfeiture Expenditures	17,417.20
				Total FESA - Justice - 1	<u>17,417.20</u>

**CITY OF DARIEN  
Expenditure Journal  
DUI Technology Fund  
Police Department  
From 7/16/2024 Through 8/5/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
APPLIED CONCEPTS, INC.	24 ANTENNA MOUNTS FOR PATROL VEHICLES	AP080524	4815	Equipment	3,801.36
CDS OFFICE TECHNOLOGIES	15 ZEBRA MOBILE PRINTERS	AP080524	4815	Equipment	18,570.00
				Total Police Department	22,371.36
				Total DUI Technology Fund	22,371.36

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 7/16/2024 Through 8/5/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
119TH STREET MATERIALS	CARRIAGE GREENS 7-12-24	AP080524	4376	Ditch Projects	873.00
CHRISTOPHER B. BURKE ENG, LTD	PLAINFIELD RETAINING WALL	AP080524	4390	Capital Improv-Infrastructure	770.00
CORE & MAIN	DRAINAGE PROJ- PIPE AND SUPPLIES (FARMINGDALE)	AP080524	4376	Ditch Projects	4,808.40
XBE CHICAGO	TRUCKING 7-12-24	AP080524	4376	Ditch Projects	<u>2,760.00</u>
				Total Capital Fund Expenditures	<u>9,211.40</u>
				Total Capital Improvement Fund	<u>9,211.40</u>
Report Total					<u><u>1,660,556.49</u></u>

**AGENDA MEMO**  
**CITY COUNCIL**  
**August 5, 2024**

**Issue Statement**

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class “J” Temporary Liquor License for Darien Lions Club.

**BACKUP**

**Background/History**

The Darien Lions Club is hosting their Annual Steak Fry, which will be held on September 5, 2024 at the Darien Swim and Recreation Club. They have requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee.

**Staff/Committee Recommendation**

Staff recommends waiving the fee for the Temporary Liquor License for the Darien Lions Club.

**Alternate Consideration**

Not approving the motion at this time would be an alternate consideration.

**Decision Mode**

This item will be on the August 5, 2024 City Council Agenda for formal consideration.

MEMO



Lionism...a heritage  
challenging tomorrow

# DARIEN LIONS CLUB

DISTRICT 1 J

Road • Darien, Illinois 60561

[www.darienlions.org](http://www.darienlions.org) ++ [www.facebook.com/DLCIL](https://www.facebook.com/DLCIL)



1702 Plainfield

To: Mayor Joseph Marchese

From: Darien Lions Club Steak Fry Chairman: Andy DeRosa

Good day Mayor Joseph Marchese,

I am writing this letter to you requesting the waiver of the \$50.00 fee for a temporary liquor license.

The event is the Annual Darien Lions' Steak Fry held on September 05, 2024 at the Darien Swim and Raquet Club located at 1001 Hinsbrook Ave. Darien, IL 60561

Attached is a copy of the Darien Lions Club Dram insurance.

I sincerely appreciate your time and consideration in this matter.

Kind Regards,

Darien Lions Club Steak Fry Chairman,

Andy DeRosa

A handwritten signature in black ink, appearing to read 'Andy DeRosa', written over a faint circular stamp.

# CITY OF DARIEN

## APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE —

"THE SALE AT RETAIL OF ALCOHOLIC LIQUOR FOR CONSUMPTION ONLY AT THE LOCATION AND ON THE SPECIFIED DATES DESIGNATED FOR THE SPECIAL EVENT IN THE LICENSE." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.

\*\*\*\*\*

NAME OF ORGANIZATION OR GROUP DARIEN LIONS CLUB

ADDRESS 1702 PLAIN FIELDS RD PHONE 312-493-6678

TYPE OF EVENT CLUB

LOCATION OF EVENT DARIEN SWIM & REC. CLUB

DATE AND TIME OF EVENT SEPT 5, 2024

NAME OF APPLICANT OR REPRESENTATIVE ANDY DE ROSA

ADDRESS 1823 QUEENS CT DG. PHONE 312-493-6678

NAME OF CHAIRMAN OF EVENT ANDY DE ROSA

ADDRESS 1823 QUEENS CT PHONE 312-493-6678



Signature of Applicant

\*\*\*\*\*

FEE: \_\_\_\_\_

DATE PAID: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Application Approved: \_\_\_\_\_

License No. Issued \_\_\_\_\_

\_\_\_\_\_  
Joseph A. Marchese, Liquor Commissioner

**MANDATORY: PROOF OF DRAM SHOP INSURANCE MUST BE ATTACHED TO THIS APPLICATION COVERING DATE(S) OF EVENT AND DESIGNATING THE CITY OF DARIEN AS ADDITIONAL INSURED ALONG WITH A CHECK TO COVER FEE.**

**AGENDA MEMO**  
**CITY COUNCIL**  
**August 5, 2024**

**Issue Statement**

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class “J” Temporary Liquor License for Darien Lions Club.

**BACKUP**

**Background/History**

The Darien Lions Club is hosting October Fest, which will be held on Saturday, September 21, 2024 at Westwood Park. They have requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee.

**Staff/Committee Recommendation**

Staff recommends waiving the fee for the Temporary Liquor License for the Darien Lions Club

**Alternate Consideration**

Not approving the motion at this time would be an alternate consideration.

**Decision Mode**

This item will be on the August 5, 2024 City Council Agenda for formal consideration.



**DARIEN  
LIONS CLUB**  
DISTRICT 1 J



1702 Plainfield Road • Darien, Illinois 60561  
[www.darienlions.org](http://www.darienlions.org) ++ [www.Facebook.com/DLCIL](http://www.Facebook.com/DLCIL)

Honorable Joseph A. Marchese

**2023-2024**

Mayor – City of Darien

**President**  
Ed O'Connor

1702 Plainfield Road

Darien, Illinois 60561

**Vice President**  
Paul Kempf

**Secretary-Corres.**  
James Burke

Mayor Marchese:

**Treasurer**  
Ryan Wahlheim

The Darien Lions Club will be conducting an Oktoberfest event on Saturday, September 21, 2024 from noon until 9:00 pm. We are requesting the waiver of the \$50.00 fee for a temporary liquor license.

**Secretary-Financial**  
Kevin Camden

We look forward to working with the City on this event, and it is our belief that this year's Oktoberfest will surpass last year's event with more food options, events for families and music that better fits our Oktoberfest theme.

**Committee Liaison**  
Tracy Johnson

**Publicity**  
Andy DeRosa

Thank you for considering our request.

**Activities**  
Tim Koch

**Membership**  
Leslie Sweeney

Yours truly,

**Tail Twister**  
Ken Kohnke  
Jim Kiser

Lion Mike Falco

**Lion Tamer**  
Tom Pantoni

2024 Oktoberfest Chair

**Past President**  
Mike Falco



# CITY OF DARIEN

## APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE —

"THE SALE AT RETAIL OF ALCOHOLIC LIQUOR FOR CONSUMPTION ONLY AT THE LOCATION AND ON THE SPECIFIED DATES DESIGNATED FOR THE SPECIAL EVENT IN THE LICENSE." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.

\*\*\*\*\*

NAME OF ORGANIZATION OR GROUP Darien Lions Club

ADDRESS 1701 Plainfield Rd PHONE 630 891 6115

TYPE OF EVENT Octoberfest

LOCATION OF EVENT Ledgebrook Park

DATE AND TIME OF EVENT Sept 21 2009 - 10:00

NAME OF APPLICANT OR REPRESENTATIVE Michael Falco

ADDRESS 730 S Spring Ave PHONE 630 891 6115

NAME OF CHAIRMAN OF EVENT Michael Falco

ADDRESS 730 S Spring Ave PHONE 630 891 6115



Signature of Applicant

\*\*\*\*\*

FEE: \_\_\_\_\_

DATE PAID: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Application Approved: \_\_\_\_\_

License No. Issued \_\_\_\_\_

\_\_\_\_\_  
Joseph A. Marchese, Liquor Commissioner

**MANDATORY: PROOF OF DRAM SHOP INSURANCE MUST BE ATTACHED TO THIS APPLICATION COVERING DATE(S) OF EVENT AND DESIGNATING THE CITY OF DARIEN AS ADDITIONAL INSURED ALONG WITH A CHECK TO COVER FEE.**

**AGENDA MEMO**  
**City Council**  
**Meeting Date: August 5, 2024**

**Issue Statement**

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Woman's Club.

**BACKUP**

**Background/History**

The Darien Woman's Club has applied for a Class B Raffle License. The dates of the Raffles are February 1, 2025 through February 28, 2025. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations.

**Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for the Darien Woman's Club raffle be waived.

**Alternate Consideration**

Not approve waiver.

**Decision Mode**

This item will be placed on the August 5, 2024 City Council Agenda for formal consideration.



MEMO

**From:** [Sandra Brennan](#)  
**To:** [Maria Gonzalez](#)  
**Subject:** Letter to accompany Application for Raffle License  
**Date:** Thursday, July 25, 2024 10:04:00 AM

---

Hello,

I am requesting a waiver of the bond fee for the Darien Woman' s Club - February 2025 raffle.

Thank you,  
Sandra Brennan  
Ways and Means Chair  
630-222-2449

# CITY OF DARIEN

## APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: DARIEN WOMAN'S CLUB

ADDRESS: 1702 Plainfield Rd. DARIEN, IL 60561

TELEPHONE NUMBER: 630-222-2449 FAX NUMBER: —

TYPE OF ORGANIZATION: CHARITABLE  
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
DARIEN and Surrounding areas  
Raffle

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
8:00 am - 9:00 p.m

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
February 1, 2025 - February 28, 2025

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:  
DARIEN WOMAN'S CLUB Meeting

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

Christina Rodriguez  
Presiding Officer

ATTEST:  
  
\_\_\_\_\_  
Secretary

\*\*\*\*\*

APPROVED BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

MAILED ON: \_\_\_\_\_  
Date

BY: \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

**Liquor License:** Consideration to amend the Liquor Control Regulations, Section 3-3-7 of the City Code, to update the current inventory of liquor licenses.

**ORDINANCE**

**OVERVIEW/DISCUSSION**

The City Clerk's Office and the Municipal Services Department coordinates and reviews the inventory of liquor licenses on a semiannual basis. The liquor license protocol has been when a license is retired the ordinance is amended to reflect to remove such license. In other words, there is no available license should one be retired. All liquor license requests are reviewed and recommended by the Liquor Commissioner for City Council approval.

Staff has reviewed the current liquor license and the following licenses are to be eliminated:

- 1) Harmi LLC dba Harmi Sushi - Class D
- 2) Carriage Greens F and B - Class D
- 3) Carmelite Gift Shop – Class Q

The ordinance shall be amended to reflect the following inventory of liquor licenses:

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

**CURRENT - (C)** The number of Class A licenses shall be ten (10).

No change

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

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

No change

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

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

No change

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

**CURRENT - (D)** The number of Class D licenses shall be thirteen (13).

**AMMENDED -** The number of Class D licenses shall be eleven (11)

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

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

No change

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

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

No change

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

CURRENT - (C) The number of Class H licenses shall be one (1). (Ord. 0-12-17, 7-17-2017)

No change

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

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

No change

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

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

No change

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

NOT APPLICABLE - SPECIAL EVENTS

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

CURRENT - (C) The number of Class K licenses shall be six (6).

AMMENDED - (C) The number of Class K licenses shall be five (5).

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

NO CHANGE - (Rep. by Ord. 0-37-12, 10-15-2012)

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

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

No change

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

CURRENT - (C) The number of Class N licenses shall be one (1).

No change

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

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

No change

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

CURRENT - (C) The number of Class P licenses shall be two (2).

No change

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

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

AMMENDED - (C) The number of Class Q licenses shall be zero (0).

**STAFF RECOMMENDATIONS**

Staff recommends approving the ordinance to amend the Liquor Control Regulations, Section 3-3 of the City Code, to update the current inventory of liquor licenses.

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee's recommendation.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council agenda for formal consideration.

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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE  
RELATIVE TO THE NUMBER OF  
LIQUOR LICENSES IN CERTAIN CLASSIFICATIONS**

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

**THIS 5th DAY OF AUGUST, 2024**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this  
5<sup>th</sup> day of August, 2024.**



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE  
RELATIVE TO THE NUMBER OF  
LIQUOR LICENSES IN CERTAIN CLASSIFICATIONS**

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

**SECTION 1: Amendment.** Section 3-3-7 of the Darien City Code, “Classification of Licenses and Fees,” is hereby amended to provide as follows within certain of the classes identified in this Section [amended language indicated by ~~strike-out~~ and underscoring]:

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

(D) The number of class D licenses shall be ~~thirteen (13)~~ eleven (11).

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

(C) The number of Class K licenses shall be ~~six (6)~~ five (5).

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

(C) The number of Class Q licenses shall be ~~one (1)~~ zero (0).

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

ORDINANCE NO. \_\_\_\_\_

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of August, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**ORDINANCE**

**BACKGROUND/HISTORY**

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, GovDeals, Inc, or disposed of:

	<b>ITEM</b>	<b>MODEL#</b>	<b>QUANTITY</b>	<b>EXPLANATION</b>
1	2015 International Maxxforce DT 9-ton Dump w/ salt spreader & Plow (Old 103)	Vin# 1HTWDAARXFH666958 30789 miles	1	replaced
2	2011 International Maxxforce DT 9-ton Dump w/ salt spreader & plow (Old 110)	Vin# 1HTWDAAR5CJ686944 38710 miles	1	replaced
3	2013 Ford F550 Utility Truck w/ crane (Old 111)	Vin# 1FDUF5GT2CEC99460 52684 miles	1	replaced
4	2019 Kubota ZD 1511 Mower (Old 193)	Model# 10097 1905 Hours	1	replaced
5	2019 Kubota ZD 1511 Mower (Old 207)	Model# 10096 1322 Hours	1	replaced

**STAFF RECOMMENDATION**

Staff recommends the above be declared surplus property and auctioned using GovDeals, Inc or disposed of.

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee's recommendation.

**ALTERNATE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council Agenda under New Business for formal approval.

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 5<sup>th</sup> DAY OF AUGUST, 2024**

---

**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, and this  
day of August 2024.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

**WHEREAS**, in the opinion of at least three fourths of the corporate authorities of the City of Darien, it is no longer necessary or useful, or for the best interests of the City of Darien, to retain ownership of the personal property hereinafter described; and

**WHEREAS**, it has been determined by the Mayor and City Council of the City of Darien to sell said personal property at a Public Auction or dispose of said property.

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

**SECTION 1:** The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using Gov Deals, Inc or disposing of said property.

	<b>ITEM</b>	<b>MODEL#</b>	<b>QUANTITY</b>	<b>EXPLANATION</b>
1	2015 International Maxxforce DT 9-ton Dump w/ salt spreader & Plow (Old 103)	Vin# 1HTWDAARXFH666958 30789 miles	1	Replaced
2	2011 International Maxxforce DT 9-ton Dump w/ salt spreader & plow (Old 110)	Vin# 1HTWDAAR5CJ686944 38710 miles	1	Replaced
3	2013 Ford F550 Utility Truck w/ crane (Old 111)	Vin# 1FDUF5GT2CEC99460 52684 miles	1	
4	2019 Kubota ZD 1511 Mower (Old 193)	Model# 10097 1905 Hours	1	
5	2019 Kubota ZD 1511 Mower (Old 207)	Model# 10096 1322 Hours	1	

**SECTION 2:** The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned using GovDeals, Inc or disposing of said property.

**ORDINANCE NO.** \_\_\_\_\_

**SECTION 3:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of August 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

Approval of a resolution accepting the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$36,540. [RESOLUTION](#)

**BACKGROUND/HISTORY**

The 2024 Tree Planting Program calls out for the following:

- **City and Resident 50/50 Parkway Tree Planting Program**  
Staff has included \$4,000 (\$2,000 City funding and \$2,000 Resident funding) cost for residents that would like to participate in the 50/50 program.
- **Storm, Perished, and Project Related Replacement**  
The program would allow for the planting of 2.5-inch caliper trees as part of the replacement of trees removed due to storm, perished or project removals.

Staff had advertised and received three (3) sealed bids on July 16, 2024. The responsive bid was submitted by St. Aubin Nursery & Landscaping, Inc., [Attachment A](#) is the bid tally and the pricing schedule. A vendor was disqualified as not responsive - no bid bond was submitted.

The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one year guarantee. The program again includes a Private Property Tree Planting Program for residents at a pass through cost. This year's 2024 Tree Planting Program Cost Summary is attached. See [Attachment B](#). While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and providing a payment directly to the awarded vendor.

The program is targeted to begin in late September, pending weather and will be advertised through the City's various media portals thus affording residents ample time to participate in the program.

**STAFF RECOMMENDATION**

Staff recommends accepting the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$36,540.

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee's recommendation.

**ALTERNATE DECISION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council agenda for formal consideration.



## 2024 CITY OF DARIEN TREE PLANTING PARKWAYS & PRIVATE PROPERTY

VENDOR			St. Aubin Nursery & Landscaping, Inc.	Yellowstone Landscape Group	Langton Group	Yellowstone tree substitutions	Langton tree substitutions
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED - PARKWAYS	PRICE PER TREE PLANTED - PARKWAYS	PRICE PER TREE PLANTED - PARKWAYS		
1-10	4"	American Linden	\$ 495.00	no bid	\$ 744.18		
11-20	4"	American Linden	\$ 495.00	no bid	\$ 744.18		
1-10	4"	Norway Maple	\$ 495.00	\$ 776.00	\$ 710.70		
11-20	4"	Norway Maple	\$ 495.00	\$ 756.00	\$ 710.70		
1-10	4"	Thornless Honeylocust	\$ 475.00	\$ 772.00	\$ 844.60		skyline
11-20	4"	Thornless Honeylocust	\$ 475.00	\$ 749.00	\$ 844.60		skyline
1-10	4"	Red Maple	\$ 475.00	\$ 788.00	\$ 710.70		
11-20	4"	Red Maple	\$ 475.00	\$ 764.00	\$ 710.70		
1-10	4"	Accolade Elm	\$ 450.00	\$ 755.00	\$ 744.18		
11-20	4"	Accolade Elm	\$ 450.00	\$ 733.00	\$ 744.18		
1-10	4"	Chastity Pear	\$ 550.00	\$ 793.00	\$ 610.28	jack	chanticleer
11-20	4"	Chastity Pear	\$ 550.00	\$ 770.00	\$ 610.28	jack	chanticleer
1-10	4'	Freeman Maple	\$ 475.00	\$ 793.00	\$ 710.70		
11-20	4'	Freeman Maple	\$ 475.00	\$ 770.00	\$ 710.70		
1-10	4'	Sugar Maple	\$ 550.00	no bid	\$ 777.65		
11-20	4'	Sugar Maple	\$ 550.00	no bid	\$ 777.65		
1-10	2.5"	American Linden	\$ 375.00	\$ 372.00	\$ 443.93		
11-20	2.5"	American Linden	\$ 375.00	\$ 361.00	\$ 443.93		
1-10	2.5"	Norway Maple	\$ 375.00	\$ 360.00	\$ 417.15		
11-20	2.5"	Norway Maple	\$ 375.00	\$ 349.00	\$ 417.15		
1-10	2.5"	Honeylocust Skyline	\$ 350.00	\$ 371.00	\$ 457.32		
11-20	2.5"	Honeylocust Skyline	\$ 350.00	\$ 360.00	\$ 457.32		
1-10	2.5"	Red Maple	\$ 375.00	\$ 368.00	\$ 417.15		
11-20	2.5"	Red Maple	\$ 375.00	\$ 357.00	\$ 417.15		
1-10	2.5"	Accolade Elm	\$ 350.00	\$ 361.00	\$ 430.54		
11-20	2.5"	Accolade Elm	\$ 350.00	\$ 351.00	\$ 430.54		
1-10	2.5"	Chastity Pear	\$ 400.00	\$ 342.00	\$ 383.68	startlite crabapple	chanticleer
11-20	2.5"	Chastity Pear	\$ 400.00	\$ 332.00	\$ 383.68	startlite crabapple	chanticleer
1-10	2.5"	Freeman Maple	\$ 375.00	\$ 365.00	\$ 417.15		
11-20	2.5"	Freeman Maple	\$ 375.00	\$ 354.00	\$ 417.15		
1-10	2.5"	Sugar Maple	\$ 375.00	\$ 394.00	\$ 470.71		
11-20	2.5"	Sugar Maple	\$ 375.00	\$ 382.00	\$ 470.71		
1-15	6-foot high	Colorado Blue Spruce	\$ 350.00	\$ 427.00	\$ 430.54	serbian	
<b>Sub Total Cost - Parkway</b>			<b>\$ 14,230.00</b>	<b>\$ 15,425.00</b>	<b>\$ 19,011.78</b>		
VARIABLE QUANTITY	DIAMETER	SPECIES	PLANTED - PRIVATE	PRICE PER TREE PLANTED - PRIVATE	PLANTED - PRIVATE		
1-20	2.5"	American Linden	\$ 425.00	\$ 546.00	\$ 443.93		
1-20	2.5"	Norway Maple	\$ 450.00	\$ 535.00	\$ 417.15		
1-20	2.5"	Honeylocust Skyline	\$ 400.00	\$ 546.00	\$ 457.32		
1-20	2.5"	Red Maple	\$ 450.00	\$ 542.00	\$ 417.15		
1-20	2.5"	Chastity Pear	\$ 475.00	\$ 542.00	\$ 383.68	jack	chanticleer
1-20	2.5"	Aristocrat Pear	\$ 475.00	\$ 516.00	\$ 383.68	starlite crabapple	jack
1-20	2.5"	Swamp White Oak	\$ 450.00	\$ 561.00	\$ 443.93		
1-20	2.5"	Freeman Maple	\$ 450.00	\$ 539.00	\$ 417.15		
1-20	2.5"	Sugar Maple	\$ 475.00	\$ 568.00	\$ 470.71		
1-20	2.5"	Kentucky Coffeetree	\$ 400.00	\$ 565.00	\$ 450.63		
1-20	2.5"	Purple Maple	\$ 475.00	\$ 542.00	\$ 470.71		crimson king
1-20	2.5"	Northern Red Oak	\$ 450.00	\$ 575.00	\$ 443.93		
1-20	2.5"	Littleleaf Linden	\$ 425.00	\$ 546.00	\$ 443.93		greenspire
1-20	2.5"	Smoothleaf Elm	\$ 400.00	\$ 546.00	\$ 430.54		
<b>Sub Total Cost - Private Property</b>			<b>\$ 6,200.00</b>	<b>\$ 7,669.00</b>	<b>\$ 6,074.44</b>		
<b>A. Sub Total Cost Parkways</b>			<b>\$ 14,230.00</b>	<b>\$ 15,425.00</b>	<b>\$ 19,011.78</b>		
<b>B. Sub Total Cost Private Property</b>			<b>\$ 6,200.00</b>	<b>\$ 7,669.00</b>	<b>\$ 6,074.44</b>		
<b>Total Cost A+B</b>			<b>\$ 20,430.00</b>	<b>\$ 23,094.00</b>	<b>\$ 25,086.22</b>		
		price w/no bid	\$ 18,340.00		\$ 22,042.56		
		bid bond present					
		as read		<b>\$ 23,505.00</b>			



**CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2024  
CITY TREE REPLACEMENTS-50/50 TREE PROGRAM  
ST. AUBIN NURSERY & LANDSCAPING, INC.**

50/50 TREE PROGRAM							
50/50 PARTICIPATION TO BE CONFIRMED	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	50/50 PROGRAM	CITY COSTS	RESIDENT COST
2	2.5"	American Linden	\$375.00	\$375.00	1	\$187.50	\$187.50
2	2.5"	Norway Maple	\$375.00	\$375.00	1	\$187.50	\$187.50
2	2.5"	Honeylocust Skyline	\$350.00	\$350.00	1	\$175.00	\$175.00
2	2.5"	Red Maple	\$375.00	\$750.00	2	\$375.00	\$375.00
2	2.5"	Chastity Pear	\$400.00	\$800.00	2	\$400.00	\$400.00
2	2.5"	Freeman Maple	\$375.00	\$750.00	2	\$375.00	\$375.00
2	2.5"	Sugar Maple	\$375.00	\$750.00	2	\$375.00	\$375.00
				<b>\$4,150.00</b>	<b>11</b>	<b>\$2,075.00</b>	<b>\$2,075.00</b>

PARKWAY TREE REPLACEMENTS-2.5 INCH					
QUANTITY	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	CITY COSTS
10	2.5"	American Linden	\$375.00	\$3,750.00	\$3,750.00
10	2.5"	Norway Maple	\$375.00	\$3,750.00	\$3,750.00
10	2.5"	Honeylocust Skyline	\$350.00	\$3,500.00	\$3,500.00
10	2.5"	Red Maple	\$375.00	\$3,750.00	\$3,750.00
10	2.5"	Chastity Pear	\$400.00	\$4,000.00	\$4,000.00
10	2.5"	Freeman Maple	\$375.00	\$3,750.00	\$3,750.00
10	2.5"	Sugar Maple	\$375.00	\$3,750.00	\$3,750.00
<b>70</b>				<b>\$26,250.00</b>	<b>\$26,250.00</b>

PARKWAY TREE REPLACEMENTS 75th STREET - 4 INCH					
QUANTITY	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	CITY COSTS
1	4"	American Linden	\$495.00	\$495.00	\$495.00
1	4"	Norway Maple	\$495.00	\$495.00	\$495.00
1	4"	Thornless Honeylocust	\$475.00	\$475.00	\$475.00
1	4"	Red Maple	\$475.00	\$475.00	\$475.00
1	4"	Chastity Pear	\$550.00	\$550.00	\$550.00
1	4"	Freeman Maple	\$475.00	\$475.00	\$475.00
2	4"	Sugar Maple	\$550.00	\$1,100.00	\$1,100.00
<b>8</b>				<b>\$4,065.00</b>	<b>\$4,065.00</b>

	TOTAL TREE COST	2.5 INCH PARKWAY TREE REPLACEMENT	4-INCH 75TH STREET & PARKWAY TREES	50/50 PROGRAM CITY COST	50/50 PROGRAM RESIDENT COST	
<b>TOTAL TREE PROGRAM COST</b>	<b>\$ 34,465.00</b>	<b>\$ 26,250.00</b>	<b>\$ 4,065.00</b>	<b>\$ 2,075.00</b>	<b>\$ 2,075.00</b>	<b>\$ 34,465.00</b>

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	RESIDENT REIMBURSEMENT	PROPOSED BALANCE
01-30-4350	Forestry-Residential 50/50 Program - and Parkway Replacementa City Expense	\$4,000.00	\$4,150.00	N/A	(\$150.00)
01-30-4350	Forestry-Residential 50/50 Program Resident Reimbursement Expense	\$2,000.00	\$2,075.00	\$2,075.00	N/A
01-30-4350	Forestry - Parkway Replacement Trees-City Removals	\$27,000.00	\$26,250.00	N/A	\$750.00
01-30-4350	Forestry -Replacement Trees - 75th Street	\$4,000.00	\$4,065.00	N/A	(\$65.00)
<b>TOTALS</b>		<b>\$37,000.00</b>	<b>\$36,540.00</b>	<b>\$2,075.00</b>	<b>\$535.00</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM ST. AUBIN NURSERY & LANDSCAPING, INC., FOR THE PURCHASE AND INSTALLATION OF THE 50/50 PARKWAY TREE PROGRAM AND THE PARKWAY TREE REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$36,540**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$36,540, a copy of which is attached hereto as “[Exhibit A](#)”.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of August 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**SECTION II**

**BIDDER SUMMARY SHEET**

**Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2024**

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

Firm Name: St Aubin Nursery & Landscape, Inc.

Address: 35445 Irene Road

City, State, Zip Code: Kirkland, IL. 60146

Contact Person: Todd Sullivan

FEIN #: 20-1557659

Phone: (815) 522-3535 Fax: ( ) NA

E-mail Address: info@staubin.com

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

Addendum No. NA, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**CITY OF DARIEN TREE QUOTE – PARKWAYS**

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 – 10	4"	American Linden	495 -
11 – 20	4"	American Linden	495 -
1 – 10	4"	Norway Maple	495 -
11 – 20	4"	Norway Maple	495 -
1 – 10	4"	Thornless Honeylocust	475 -
11 – 20	4"	Thornless Honeylocust	475 -
1 – 10	4"	Red Maple	475 -
11 – 20	4"	Red Maple	475 -
1 – 10	4"	Accolade Elm	450 -
11 – 20	4"	Accolade Elm	450 -
1 - 10	4"	Chastity Pear	550 -
11 -20	4"	Chastity Pear	550 -
1 – 10	4"	Freeman Maple	475 -
11 – 20	4"	Freeman Maple	475 -
1 – 10	4"	Sugar Maple	550 -
11 – 20	4"	Sugar Maple	550 -
1 – 10	2.5"	American Linden	375 -
11 – 20	2.5"	American Linden	375 -
1 – 10	2.5"	Norway Maple	375 -
11 – 20	2.5"	Norway Maple	375 -
1 – 10	2.5"	Honeylocust Skyline	350 -
11 – 20	2.5"	Honeylocust Skyline	350 -
1 – 10	2.5"	Red Maple	375 -
11 – 20	2.5"	Red Maple	375 -
1 - 10	2.5"	Accolade Elm	350 -
11 - 20	2.5"	Accolade Elm	350 -
1 – 10	2.5"	Chastity Pear	400 -
11 – 20	2.5"	Chastity Pear	400 -
1 – 10	2.5"	Freeman Maple	375 -
11 – 20	2.5"	Freeman Maple	375 -
1 – 10	2.5"	Sugar Maple	375 -
11 – 20	2.5"	Sugar Maple	375 -
1 – 15	6-foot high	Colorado Blue Spruce	350 -
<b>A. Sub Total Cost Parkway</b>			<b>\$14,230<sup>00</sup>-</b>

## CITY OF DARIEN TREE QUOTE – PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 – 20	2.5"	American Linden	425-
1 – 20	2.5"	Norway Maple	450-
1 – 20	2.5"	Honeylocust Skyline	400-
1 – 20	2.5"	Red Maple	450-
1 – 20	2.5"	Chastity Pear	475-
1 – 20	2.5"	Aristocrat Pear	475-
1 – 20	2.5"	Swamp White Oak	450-
1 – 20	2.5"	Freeman Maple	450-
1 – 20	2.5"	Sugar Maple	475-
1 – 20	2.5"	Kentucky Coffeetree	400-
1 – 20	2.5"	Purple Maple	475-
1 – 20	2.5"	Northern Red Oak	450-
1 – 20	2.5"	Littleleaf Linden	425-
1 – 20	2.5"	Smoothleaf Elm	400-
<b>B. Sub Total Cost Private Property</b>			<b>\$6,200<sup>00</sup>-</b>

AVAILABILITY SUBJECT TO PRIOR ORDERS

## CITY OF DARIEN TREE QUOTE – BID SHEET

<b>A. Sub Total Cost Parkways</b>	\$14,230 <sup>00</sup> –
<b>B. Sub Total Cost Private Property</b>	\$6,200 <sup>00</sup> –
<b>Total Cost of A+B</b>	\$20,430 <sup>00</sup> –

AVAILABILITY SUBJECT TO PRIOR ORDERS

**The quote will be awarded on a total sum of A and B**

Firm Name: St Aubin Nursery & Landscaping, Inc.  
 Signature of Authorized Representative: C T [Signature]  
 Title: President Date: 7-10-2024

**ACCEPTANCE:** This proposal is valid for 45 calendar days from the date of submittal.

(NOTE: At least 30 days should be allowed for evaluation and approval.)

**CITY OF DARIEN**

**CONTRACT**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Darien (hereinafter referred to as the "City") and St Aubin Nursery & Landscaping, 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:

**2024 Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing**

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

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

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

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the City, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the

CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the



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

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

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

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

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in



the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the City Administrator or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: \_\_\_\_\_

by: C. J. Sullivan

Print Name: \_\_\_\_\_

Print Name: C. Todd Sullivan

Title: Mayor

Title: President

Date: \_\_\_\_\_

Date: 7-10-2024

**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

A resolution accepting a proposal from Rag’s Electric for the electrical upgrade of the lighting of the various City’s entrance sign locations in an amount not to exceed \$62,410.00.

**RESOLUTION**

**BACKGROUND**

The City’s entrance signs have undergone upgrades in the last few years and staff was asked to add lighting to the areas. The request was added to the 2023-24 budget, but was not implemented and was carried over to this year. This year’s FY24/25 Budget includes funding for the lighting project of which the scope of the work includes the following:

Hinswood Dr. & Cass Ave., Lemont Rd. & 75th St., Lemont & Cheese Rd., 87th St. & Woodvale Dr., Plainfield Rd. & Route 83; total cost per each of the 5 sites \$6,304 = \$31,520

- New Com Ed meter
- Trench from nearest Com Ed pole to the meter behind the sign
- Conduit and wire from meter’s overcurrent protection to a new junction box
- Supply and install fixtures

Cass Ave. & 67<sup>th</sup> St., 75<sup>th</sup> St. & Route 83; total cost per each of the two sites \$10,300 = \$20,600

- New Com Ed meter
- Bore across street to nearest Com Ed pole
- Conduit and wire from meter’s overcurrent protection to a new junction box
- Supply and install fixtures

83<sup>rd</sup> St. & Woodward Ave.; total cost for the site \$5,290

- Trench from nearest light pole
- Conduit and wire from sign to new junction box
- Supply and install fixtures
- 

The work is based on the 2024 Street Light Maintenance Contract and as per the unit pricing. The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24/25 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4350	Contractual Services Electrical, Entrance Sign Lighting Upgrade	\$65,000	\$57,410	\$ 7,590
01-30-4350	Contingency	N/A	\$5,000	\$ 2,590
TOTALS		\$65,000	\$62,410	\$ 2,590

**STAFF RECOMMENDATION**

Staff recommends a resolution accepting a proposal from Rag’s Electric for the electrical upgrade of the lighting of the various City’s entrance sign locations in an amount not to exceed \$62,410.00.

Entrance Sign Lights  
Aug 5, 2024

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee's recommendation.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council agenda for formal approval.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM RAG’S ELECTRIC FOR THE ELECTRICAL UPGRADE OF THE LIGHTING OF THE VARIOUS CITY’S ENTRANCE SIGN LOCATIONS IN AN AMOUNT NOT TO EXCEED \$62,410.00**

**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 accepts a proposal from Rag’s Electric for the electrical upgrade of the lighting of the various City’s entrance sign locations in an amount not to exceed \$62,410.00, a copy of which is attached hereto as “**Exhibit A**”.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of August, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY





Ticket ~ April 15, 1 EXHIBIT A



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

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

November 3, 2023

City of Darien  
1702 Plainfield Road  
Darien, IL. 60561

Attn: Dan Gombac

Re: Entrance Sign Lights

We are pleased to provide to you an Electrical proposal for the above mentioned project. Our cost is based off site walks on October 23, 2023. Our proposal is as follows:

Hinswood and Cass, Lemont and 75<sup>th</sup>, Lemont and Cheese, 87<sup>th</sup> and Woodvale, Plainfield and Route 83:

- New Com Ed meter
- Trench from nearest Com Ed pole to the meter behind the sign
- Conduit and wire from meter's overcurrent protection to a new junction box
- Install new flood light for signage.

Total Price: \$6,304.00 per site  $\$6,304 \times 5 = \$31,520.00$

Cass and 67<sup>th</sup>, 75<sup>th</sup> and Route 83:

- New Com Ed meter
- Bore across street to nearest Com Ed pole.
- Conduit and wire from meter's overcurrent protection to a new junction box
- Install new flood light for signage.

Total Price: \$10,300.00 per site  $\times 2 = \$20,600.00$

**83<sup>rd</sup> and Woodward:**

- Trench from nearest light pole
- Conduit and wire from sign to new junction box
- Install new flood light for signage.

**Total Cost: \$5,290.00**

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

Sincerely,



\$ 5,290.00

Rob Fogue  
Estimator  
(630) 992-1918

**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

A resolution accepting a proposal from Discount Fence Company in an amount not to exceed \$17,855.00 for the purchase, removal and installation of a 6-foot high tongue and groove Sierra Blend CertaGrain board wood fence.

**RESOLUTION**

**BACKGROUND/HISTORY**

The proposed fence will replace a 170' of 6' high privacy fence at water plant 2. The existing fence abuts the residence on Grant Street and requires replacement. Please note the property has two different types of fencing per design. Attached are photos of the existing deteriorated fence, attached and labeled as [Attachment A](#). The replacement fence is a 6-foot high PVC Board on Board fence, attached is the illustration, warranty and labeled as [Attachment B](#).

Staff requested competitive quotes and received three, see below

VENDOR	COST
<b>Discount Fence Company</b>	<b>\$17,855</b>
Classic Fence, Inc.	\$21,990
Peerless Fence	\$27,824

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4223	Water-Building Maintenance	\$ 25,000.00	\$ 17,855.00	\$ 7,145.00

**STAFF RECOMMENDATION**

Staff recommends a resolution accepting a proposal from Discount Fence Company in an amount not to exceed \$17,855.00 for the purchase, removal and installation of a 6-foot high tongue and groove Sierra Blend CertaGrain board wood fence.

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee's recommendation.

**ALTERNATE DECISION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council, new Business for formal consideration.



















MEMO







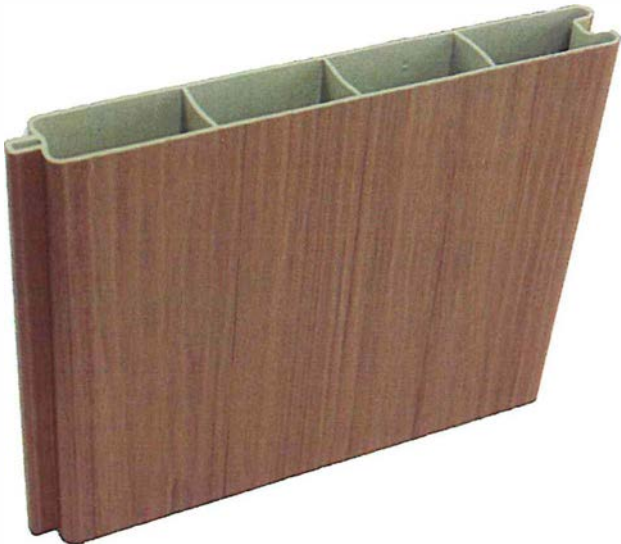
### Features & Benefits

Complement your CertainTeed Selects fence with an easy-care vinyl arbor. Choose from three elegant styles that add a personal touch to any outdoor setting.

- Easy assembly
- No tools required
- Virtually maintenance free
- Strong and durable
- Made in the U.S.A.

Pricing	
Color	Height
Sierra Blend	<a href="#">[4' High]</a> <a href="#">[5' High]</a> <a href="#">[6' High]</a>
w/ Victorian Accent	<a href="#">[5' + 1' Accent]</a>
<i>Click on the height for specified pricing</i>	

Gallery



**Features :**

- Authentic woodgrain texture
- Tongue & groove picket design
- 7/8" x 7" picket size
- 4', 5', & 6' heights
- 2" x 6" channeled rail
- Steel reinforced bottom rail
- Heavy wall post
- ColorLast dark color fade protection
- WindZone performance - Miami-Dade County approved NOA #06-1019.01 for exceptional performance in high wind conditions (expires 3-13-2013)
- Meets most building codes for pool fencing
- Lifetime limited warranty with SureStart™ parts and labor protection



## Installation Instructions

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## Warranty Information

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### Benefits:

#### **Building Code Compliant**

Bufftech Chesterfield fences are approved for most pool codes and are strong in high-wind conditions.

#### **Outstanding Warranty Protection**

CertainTeed backs all Bufftech fence with a lifetime limited warranty and exclusive SureStart protection, covering warranted repair and replacement costs for five years after installation.

#### **Manufactured by CertainTeed**



## Exclusive Warranty and Limitations of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR CLEANING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE FENCE PRODUCT AND ONLY DURING THE SURESTART™ PROTECTION PERIOD FOR EXTRUDED PRODUCTS WILL CERTAINTEED'S TOTAL LIABILITY INCLUDE THE ORIGINAL COST OF LABOR TO INSTALL THE FENCE PRODUCT.

This limited warranty gives you specific legal rights and you also may have other rights that may vary from state to state.

Except for Special Orders, this limited warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

## What the Customer Must Do

The owner must notify CertainTeed promptly in writing of any manufacturing defect and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: CertainTeed Corporation, 803 Belden Road, Jackson, MI 49203, Attn: Consumer Services Department. The owner may be required to submit a sample of the claimed defective material to CertainTeed for analysis. CertainTeed will then investigate the claim and may examine the material claimed to be defective. If a manufacturing defect covered by this warranty is confirmed by CertainTeed, CertainTeed, within a reasonable amount of time after the investigation, will, at its sole option, repair or replace the fence product, or refund the amount paid by the original purchaser for the Fence Product and accessories, per the terms of this limited warranty.

**This limited warranty is effective for products purchased on or after January 1, 2019.**

## Care and Maintenance

While CertainTeed Fence Products resist most common household stains like oil and grease, they will become dirty like any other product that is exposed to atmospheric conditions. Chalk also may accumulate on the surface. This is a normal condition for all pigmented materials that are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed simply with the help of your garden hose and a bucket of soapy water.

If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test cleaner on an inconspicuous area before full use.

Mildew may be a problem in some areas. It appears as black spots on surface dirt and usually is first detected in areas not subjected to rainfall, such as under eaves and porch enclosures. For removal, prepare a solution as shown below.

CAUTION: Greater concentrations may cause damage to the materials.

Mix together: 1/3 cup detergent (Tide®, for example)  
2/3 cup trisodium phosphate (Sodax®, for example)  
1 quart 5% sodium hypochlorite (Clorox®, for example)  
3 quarts of water

If the above solution does not readily remove the mildew spots, request a mildew-type cleaner from your contractor.

The chemical agents referenced herein may be hazardous to the user or to the environment. Be sure to follow all precautions and warnings on the product label and particularly those that may be necessary to prevent personal injury. Please dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to dispose of these chemical agents, contact the manufacturer of these products for instructions.

## Important: Fire Safety Information

CertainTeed exterior building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of products store, handle and install materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect building materials from fire. Rigid fence is made from organic materials that will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel always should take normal precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash, away from fence.



CertainTeed Corporation  
Sliding Products Group  
20 Moores Road  
Malvern, PA 19355  
[www.certainteed.com](http://www.certainteed.com)

List No. 40-40-3072  
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BUFFTECH®  
FENCE PRODUCTS  
CERTAINTEED CORPORATION

LIFETIME  
LIMITED

CertainTeed  
SAINT-GOBAIN

WARRANTY



# CertainTeed Bufftech® Lifetime Limited Warranty

## What and Who Are Covered and for How Long

CertainTeed warrants to the original owner that its Bufftech® molded and extruded fence products and accents "Fence Products" will be free from manufacturing defects — including peeling, flaking, blistering and corroding — when installed according to CertainTeed's installation instructions and when subject to normal and proper use. Extruded Fence Products are manufactured using polyvinyl chloride in an extruded process, such as but not limited to Chesterfield; Molded Fence Products are manufactured using polyethylene and are rotationally molded, such as but not limited to Sherwood™.

Should any manufacturing defect occur during the lifetime of the original homeowner (and as long as the original homeowner is still living and retains ownership of the property), CertainTeed will repair or replace, at its sole option, the defective Fence Product. Except for extruded Fence Products, during the SureStart™ protection period, CertainTeed shall not be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product. CertainTeed also reserves the right to refund the amount paid by the original owner for the Fence Product.

In the event of repair or replacement under the terms of this limited warranty, the original warranty shall apply to the repaired or replacement Fence Product and will extend for the balance of the warranty period in effect at the time the original product proved defective by CertainTeed.

The lifetime coverage offered by this limited warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation. The lifetime coverage offered by this limited warranty is designed to cover original individual homeowners only. In the case of Fence Product purchased by or installed upon property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be thirty (30) years following the installation of the Fence Product.

Under no circumstances shall the lifetime coverage apply to Fence Product used as common perimeter or common pool fencing. Common perimeter and common pool fencing is covered by a thirty (30) year limited warranty.

Special Orders that consist of specially manufactured products that have been custom made to the design and specifications of fence dealers or other third parties have specific warranty coverage terms and conditions. Any claim for warranty coverage made for specially manufactured products will be evaluated by CertainTeed to determine if the cause of any observed issue is related solely to manufacturing defects in the products, which will be covered under the terms of this limited warranty, or as a consequence of the products being specially manufactured or installed to unique specifications. Should CertainTeed determine that the specifications for the specially manufactured products have resulted in any type of performance or design issues of the product, CertainTeed disclaims all warranty coverage for the observed issue.



## SureStart™ Protection - Extruded Products Only

CertainTeed extruded Fence Products are covered by SureStart™ protection for a period of five (5) years following the date when installation has been completed.

Under this warranty feature, CertainTeed, at no charge, will repair or replace, at its sole option, any fence proven to be defective by CertainTeed during the 5-year SureStart™ period. CertainTeed's maximum liability under SureStart™ will be equal to the reasonable cost to replace the defective Fence Product at its current value, including the reasonable costs of labor.

## ColorLast® Fade Protection

CertainTeed warrants the Fence Product against excess fading beyond normal weathering if caused by a manufacturing defect and is reported to CertainTeed in accordance with the notice provision contained in the "What the Customer Must Do" section of this warranty. Excess fade is defined by a change in color greater than four (4) Hunter units as calculated according to ASTM D2244. ColorLast Fade Protection is not available for spindle accents in black. If CertainTeed

determines that the Fence Product has excess fade, CertainTeed, at its sole option, will either repair or provide replacement Fence Product. CertainTeed also reserves the right to refund the amount paid by the original purchaser for the Fence Product (but not including any costs of installation).

## ColorLast Fade Protection

Product	Warranty
Molded Products	15 years
Extruded Products	Lifetime

## Solar Post Caps

CertainTeed warrants to the original owner that its solar post caps will be free from manufacturing defects when subject to normal and proper use for a period of two (2) years from the date of installation. This warranty does not apply to (a) damage caused by accident, abuse in handling or dropping; (b) acts of God; (c) units that have been subject to unauthorized repair, opening, modification or disassembly; (d) units not used in accordance with CertainTeed instructions; (e) LEDs and batteries; (f) normal wear and tear; (g) the unit finish as a result of scratches or weathering, or (h) any other damage not related to a manufacturing defect. In the event that CertainTeed determines that the solar post cap contains a manufacturing defect within two (2) years after installation, CertainTeed, at its sole option, will repair or replace the affected solar post cap. In no event shall CertainTeed have any liability for the affected solar post cap in excess of the original price paid by the purchaser for the solar post cap.

## Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper installation or installation not in strict adherence to CertainTeed's written instructions, or in the case of a Special Order, prior written approval is granted by CertainTeed for the installation method;
- Use of accessories that do not properly receive and/or secure the Fence Products;
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the Fence Product is installed;
- Distortion or melting of the Fence Products due to external heat sources, including but not limited to, barbeque grills, fires or as a result of reflection from windows, doors or other objects;
- Any failure, defect or damage of the product, design or performance of Special Orders that CertainTeed determines are related to the specifications for the specially ordered products, including installation specifications;
- Field-altered or field-cut Fence Products that CertainTeed has determined caused the failure, defect or damage;
- Damage caused by animals or insects;
- Any other cause not involving manufacturing defects in the material supplied by CertainTeed.

Because Special Orders are unique and not otherwise commercially available from CertainTeed, CertainTeed makes no representations or warranties of any nature or kind with respect to the performance of Special Orders once they are installed. CertainTeed disclaims any warranty coverage for specially manufactured products that have defects as a result of the unique specifications of the Special Orders. CERTAINTEED EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE FOR THESE SPECIAL ORDERS.

The Fence Product is not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weathering from the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere that will cause any colored surface to gradually fade, chalk or accumulate dirt or stains. The severity of any condition depends on the geographical location of the Fence Product, the cleanliness of the air in the area and many other influences over which CertainTeed has no control.

Notwithstanding anything set forth above, the Fence Product is warranted against yellowing of the product due to normal weathering from the elements.

This warranty does not apply to and the warranty voided for Fence Product that has been painted, varnished or coated over the manufacturer's original finish.

CertainTeed's post and rail fence products provide a reliable enclosure for horses and other livestock. However, these Fence Products are not designed to withstand the physical abuse inflicted by animals determined to break through the Fence Products. Products damaged by horses or contained livestock will be evaluated by CertainTeed for impact performance in compliance with the testing protocol set forth in ASTM Specification F 964, subsection 6.3. Products found by CertainTeed to be in compliance with this performance standard will not be eligible for repair or replacement under this warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color, without notice to the owner, nor shall CertainTeed be liable in the event the replacement product may vary in color or gloss in comparison to the original product as a result of weathering. If CertainTeed replaces or repairs any Fence Product under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

## Transferability - Extruded Products Only

This limited warranty is transferable only by original individual homeowners to any subsequent homeowner(s) of the property where the extruded Fence Products were installed, provided that each subsequent homeowner retains the original or a copy of the original bill of sale to the original owner. Lifetime warranty coverage is only available to the original homeowner. In the event of property transfer, the term of this limited warranty will be a maximum of thirty (30) years from the date of original installation of the extruded Fence Products. The limited warranty is not transferable for non-extruded Fence Products.

In the case of any Fence Product purchased by or installed upon property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the limited warranty is not transferable.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM DISCOUNT FENCE COMPANY IN AN AMOUNT NOT TO EXCEED \$17,855.00 FOR THE PURCHASE, REMOVAL AND INSTALLATION OF A 6-FOOT HIGH TONGUE AND GROOVE SIERRA BLEND CERTAGRAIN BOARD WOOD FENCE**

**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 accept a proposal from Discount Fence Company in an amount not to exceed \$17,855.00 for the purchase, removal and installation of a 6-foot high tongue and groove Sierra Blend CertaGrain board wood fence, attached hereto as "**Exhibit A**".

**SECTION 3:** 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 5<sup>th</sup> day of August, 2024.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

RES

# Discount Fence Company

*Chain Link Fencing- Commercial and Residential*

*709 Ogden Avenue Downers Grove, Illinois 60515 - (630) 971-1404 Fax: (630) 960-9147*



dcable@darienil.gov  
City of Darien  
1702 Plainfield Road  
Darien, IL 60561

6/14/2024

Attn: Dennis Cable

RE: 1220 Plainfield Road, Darien IL

Dennis,

Per our telephone conversation, the following is our proposal for new fencing at your location.

- Take down existing wood fence and haul it away
- Supply and install new 6' high solid 2 rail, Tongue-N-Grove boards, Sierra Blend CertaGrain fence, using 5x5x9 posts with flat caps
- Total footage approximately 208'
- All posts set in wet concrete 36" deep

Total Cost – Materials, Labor, Concrete, Take Down & Haul Away: \$17,855.00

- ❖ Pricing is based on Prevailing Wages
- ❖ Materials come with Manufacturers Limited Life Time Warranty and Color Guard Warranty
- ❖ Labor has a Warranty of 2 years

Please let me know how you would like to proceed and we will do a job site meet and get materials ordered.

Thanks!  
Ric Tufo

***Family Owned & Operated for over 50 Years***



**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

Approval of a resolution accepting a proposal from Christopher B. Burke Engineering, Ltd., to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$11,215 annually for a period of 5 years.

**RESOLUTION**

**BACKGROUND**

As general background, the City collects storm water fees referred to as; Fee in Lieu. The fees are collected during new construction and right of way work where Best Management Practices (BMPs) would be difficult to create on a site. BMPs are structural, vegetative or managerial practices used to treat, prevent or reduce water pollution. The project is considered ongoing maintenance and stewardship to promote optimal native planting growth, visual appeal and helps to improve air quality and filter drainage. The proposal from BWNR includes the following:

**SCOPE OF SERVICES**

This proposal covers the ±2.1 acre native prairie area north and south of 74th Street and east of Eleanor Place. Note that CBBEL did not install the native seeding; therefore, CBBEL is not responsible for native seed warranties. However, supplemental seed installation is proposed by CBBEL to maintain and enhance the establishment of prairie on-site.

**Task 1 - Site Monitoring & Weed Control Visits:** We will complete three weed control visits during each year, 2025-2029. Weed control includes herbiciding, spot-mowing, or a combination of weed control methods to help prevent the spread of invasive species including thistles, pasture clovers, sweet clover, cattail, common reed, purple loosestrife, undesirable trees and shrubs, and other weeds. We will target weeds during periods they are susceptible to control, to maximize weed control effectiveness. Weed control will be completed by Illinois certified pesticide applicators and operators, using herbicides labeled for target weeds, at manufacturers recommended rates.

Site monitoring will be completed at the time of weed control visits to keep costs low. During site visits, we will assess the function of stormwater control structures, remove minor accumulations of trash and debris, observe the overall condition and establishment of wetland and prairie buffer vegetation, and assess invasive weed growth.

**Task 2 - Supplemental Seeding:** CBBEL will furnish and install native seed in sparsely vegetated wetland and upland prairie areas to help meet project performance criteria for native vegetation establishment. Seed will be installed in Spring or Fall of each year, 2025- 2029, and raked or lightly imbedded for good seed to soil contact. Seed will include hardy perennial species that compete with invasive weeds on-site. Up to 0.3 acres of native seed will be installed each year to enhance the establishment of desirable plants.

**Task 3 - Vegetation Sampling:** CBBEL will complete a vegetative sampling visit once in the late growing season of each year (September), and complete data entry and analysis. Vegetation sampling will be completed at the time of a site monitoring visit to reduce costs. Vegetation sampling will consist of a meander search to inventory the total number of seeded and planted species, determine overall vegetative cover, prevalence of undesirable/invasive species, and monitor tree and shrub survival. Sampling will be completed to document conditions of native plantings within each detention basin in accordance with project performance standards.

**Task 4 - Annual Summary Report:** CBBEL will prepare an annual report summarizing the general condition of the prairie conversion area, the results of vegetation sampling, progress toward achieving performance standards, weed control observations, observations of soil erosion and sediment control and site hydrology, and recommendations to address any deficiencies. The report will include a photo exhibit showing site conditions. The Annual Report will be completed by March 31st of the following year, or as arranged.

**Task 5 - Correspondence, Meetings & Management:** We will prepare correspondence and updates, coordinate information exchange, and attend an on-site meeting each year with the City. The purpose of the meetings is to discuss site progress, achievement of performance criteria, and acceptance.

**Task 6 - Prescribed Burning:** CBBEL will administer, prepare for, and complete one day of prescribed burning of the prairie conversion area in Fall of 2026 or Spring 2027, as described below. The proposed burn promotes the establishment of native prairie plants and reduces weeds, such as undesirable woody plants that invade prairies. The completion of this task is dependent on the notification/authorization of the City of Darien, the local Fire District, the Illinois Environmental Protection Agency (IEPA), and as weather conditions allow.

**Task 6A - Burn Administration:** This task includes administration tasks associated with commencement of prescribed burning, including acquisition of state and/or local burn permits, prescribed burn insurance and coordination, correspondence, and processing with these agencies. Prescribed burn administration costs will be billed lump sum as itemized in the Fee Estimate below.

**Task 6B - Preparation for Prescribed Burn Management:** This task includes costs/fees for obtaining necessary permits, mailing neighbor notification postcards, equipment preparation, and mobilization prior to completing the burn. We will compile a list of addresses for all residences, businesses, public institutions, etc. within 500 feet of the burn site, and will mail out neighbor notification postcards to provide proper notification of an upcoming prescribed burn. CBBEL will provide one day advance burn notification for residents, businesses, etc. who respond to our postcard requesting notice. A digital Neighbor Notification postcard that includes a digital photo will be e-mailed to you for City posting. We will notify the local fire district prior to the date and time of the burn. CBBEL will include burn photographs in the year-end Summary Report. Direct costs, such as mailing and permit fees, are included in the fee estimate.

If the burn is completed in Fall 2026, all costs will be invoiced in 2026. If the burn is not completed until early Spring 2027, most of the burn preparation costs will be incurred and invoiced in 2026 (the IEPA burn permit is good for one year from date of issuance), but the remaining burn preparation and the prescribed burning costs will be invoiced in early 2027 under the 2026 budget. Task 6C - Prescribed Burning of Natural Areas: This task will help to decrease non-native weeds that are not well adapted to fire, hinder the establishment of woody seedlings/saplings, reduce accumulation of vegetative fuels, and promote the establishment of desirable native prairie/wetland plant species. This proposal is for one day of burning in late Fall (November-December) 2026 or early Spring (March-April) 2027. The prairie conversion area will be burned depending on the condition of the vegetation, weed growth, and/or weather and site conditions.

This task includes costs associated with completing the burn including burn equipment, labor and mobilization, but does not include incidental costs that may be incurred from the local fire district or others. Incidental costs are not expected, but if incurred from the local fire district or others, are not the responsibility of CBBEL, and will be directed to the City.

Every prescribed burn is unique because conditions vary by site and by day; therefore, results will vary. Primary objectives of controlled burning are to reduce coverage of non-native invasive weeds and promote the establishment of desirable seeded plant species. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all influence fire behavior. Please be advised that unburned vegetation will likely exist after controlled burning due to the limitations noted above.

The maintenance period for this proposal is 5-years and will be followed by an annual report. The City maintains adequate funds on file that may only be used for water quality projects such as the proposed. Staff is requesting a contingency of \$2500 annually for over seeding and any additional maintenance items not covered under the scope of the proposal.

Staff requested competitive quotes and received two with the lowest submitted from Christopher B. Burke Engineering, Ltd., The funding for the project is inclusive of the FY24-25 Budget.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24-25 BUDGET	ANNUAL EXPENDITURE
07-85-4379	STORM WATER FEE IN LIEU OF	\$ 40,000.00	
	YEAR 1 EXPENDITURE		\$ 8,715.00
	YEAR 2 EXPENDITURE		\$ 16,800.00
	YEAR 3 EXPENDITURE		\$ 9,405.00
	YEAR 4 EXPENDITURE		\$ 9,780.00
	YEAR 5 EXPENDITURE		\$ 10,145.00
TOTALS		\$ 40,000.00	\$ 54,845.00

**\*Pending future development, regarding Cash In Lieu deposits, funding for the Maintenance of the Native Planting Area will be budgeted accordingly in the FY2027/28 Budget.**

**STAFF RECOMMENDATION**

Staff recommends approval of a resolution accepting a proposal from Christopher B. Burke Engineering, Ltd., to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount per the above schedule annually for a period of 5 years. Please note that this item was forwarded to Municipal Services on June 24, 2024 with a recommendation to Baxter and Woodman. Upon further review, the City was not required to utilize Baxter and Woodman for ongoing maintenance and reached out to Christopher Burke Engineering for a quote regarding the same scope of services. Christopher Burke Engineering currently maintains several private and City owned wetlands, native areas throughout town.

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee's recommendation.

**ALTERNATE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024, City Council agenda for formal consideration.





RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD., TO PERFORM FIVE YEARS (2025-2029) OF STEWARDSHIP (MAINTENANCE) ON THREE ACRES OF RESTORED NATIVE PRAIRIE LOCATED AT ELM STREET AND ELEANOR PLACE IN AN AMOUNT NOT TO EXCEED \$11,215 ANNUALLY FOR A PERIOD OF 5 YEARS**

**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 Christopher B. Burke Engineering, Ltd., to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$11,215 annually for a period of 5 years, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of August 2024.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of August 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

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

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

July 16, 2024

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

Attention: Dan Gombac, Director of Municipal Services

Subject: Professional Services Proposal for Five Years of Ecological Maintenance of the 2.1-Acre Lawn to Native Prairie Conversion, 2025-2029, Eleanor Place and West 74<sup>th</sup> Street, Darien, Illinois (CBBEL Project No. 210416)

Dear Mr. Gombac:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is glad to provide this proposal for five years of maintenance and monitoring (M&M) of native plantings within the subject project area in Darien, Illinois. Proposed M&M services include weed control, supplemental seeding, vegetation inventory, preparation of annual summary reports, project correspondence and management, and prescribed burning.

The document titled, "Native Seeding – Lawn Conversion Specifications" (specifications), prepared by CBBEL, dated August 24, 2021, was referenced for M&M tasks listed in the scope of services below. Performance standards from the specifications will be used for monitoring purposes.

Five years of M&M is proposed in striving to meet and maintain Year 3 of 3 (final) performance standards for the prairie conversion area in the long term. Below are our Scope of Services and Fee Estimate.

**SCOPE OF SERVICES**

This proposal covers the ±2.1 acre native prairie area north and south of 74<sup>th</sup> Street and east of Eleanor Place. Note that CBBEL did not install the native seeding; therefore, CBBEL is not responsible for native seed warranties. However, supplemental seed installation is proposed by CBBEL to maintain and enhance the establishment of prairie on-site.

**Task 1 – Site Monitoring & Weed Control Visits:** We will complete three weed control visits during each year, 2025-2029. Weed control includes herbiciding, spot-mowing, or a combination of weed control methods to help prevent the spread of invasive species including thistles, pasture clovers, sweet clover, cattail, common reed, purple loosestrife, undesirable trees and shrubs, and other weeds. We will target weeds during periods they are susceptible to control, to maximize weed control effectiveness. Weed control will be completed by Illinois certified pesticide applicators and operators, using herbicides labeled for target weeds, at manufacturers recommended rates.

Site monitoring will be completed at the time of weed control visits to keep costs low. During site visits, we will assess the function of stormwater control structures, remove minor accumulations of trash and debris, observe the overall condition and establishment of wetland and prairie buffer vegetation, and assess invasive weed growth.

Task 2 – Supplemental Seeding: CBBEL will furnish and install native seed in sparsely vegetated wetland and upland prairie areas to help meet project performance criteria for native vegetation establishment. Seed will be installed in Spring or Fall of each year, 2025-2029, and raked or lightly imbedded for good seed to soil contact. Seed will include hardy perennial species that compete with invasive weeds on-site. Up to 0.3 acres of native seed will be installed each year to enhance the establishment of desirable plants.

Task 3 – Vegetation Sampling: CBBEL will complete a vegetative sampling visit once in the late growing season of each year (September), and complete data entry and analysis. Vegetation sampling will be completed at the time of a site monitoring visit to reduce costs. Vegetation sampling will consist of a meander search to inventory the total number of seeded and planted species, determine overall vegetative cover, prevalence of undesirable/invasive species, and monitor tree and shrub survival. Sampling will be completed to document conditions of native plantings within each detention basin in accordance with project performance standards.

Task 4 – Annual Summary Report: CBBEL will prepare an annual report summarizing the general condition of the prairie conversion area, the results of vegetation sampling, progress toward achieving performance standards, weed control observations, observations of soil erosion and sediment control and site hydrology, and recommendations to address any deficiencies. The report will include a photo exhibit showing site conditions. The Annual Report will be completed by March 31st of the following year, or as arranged.

Task 5 – Correspondence, Meetings & Management: We will prepare correspondence and updates, coordinate information exchange, and attend an on-site meeting each year with the City. The purpose of the meetings is to discuss site progress, achievement of performance criteria, and acceptance.

Task 6 – Prescribed Burning: CBBEL will administer, prepare for, and complete one day of prescribed burning of the prairie conversion area in Fall of 2026 or Spring 2027, as described below. The proposed burn promotes the establishment of native prairie plants and reduces weeds, such as undesirable woody plants that invade prairies. The completion of this task is dependent on the notification/authorization of the City of Darien, the local Fire District, the Illinois Environmental Protection Agency (IEPA), and as weather conditions allow.

Task 6A – Burn Administration: This task includes administration tasks associated with commencement of prescribed burning, including acquisition of state and/or local burn permits, prescribed burn insurance and coordination, correspondence, and processing with these agencies. Prescribed burn administration costs will be billed lump sum as itemized in the Fee Estimate below.

Task 6B – Preparation for Prescribed Burn Management: This task includes costs/fees for obtaining necessary permits, mailing neighbor notification postcards, equipment preparation, and mobilization prior to completing the burn. We will compile a list of

addresses for all residences, businesses, public institutions, etc. within 500 feet of the burn site, and will mail out neighbor notification postcards to provide proper notification of an upcoming prescribed burn. CBBEL will provide one day advance burn notification for residents, businesses, etc. who respond to our postcard requesting notice. A digital Neighbor Notification postcard that includes a digital photo will be e-mailed to you for City posting. We will notify the local fire district prior to the date and time of the burn. CBBEL will include burn photographs in the year-end Summary Report. Direct costs, such as mailing and permit fees, are included in the fee estimate.

If the burn is completed in Fall 2026, all costs will be invoiced in 2026. If the burn is not completed until early Spring 2027, most of the burn preparation costs will be incurred and invoiced in 2026 (the IEPA burn permit is good for one year from date of issuance), but the remaining burn preparation and the prescribed burning costs will be invoiced in early 2027 under the 2026 budget.

Task 6C – Prescribed Burning of Natural Areas: This task will help to decrease non-native weeds that are not well adapted to fire, hinder the establishment of woody seedlings/saplings, reduce accumulation of vegetative fuels, and promote the establishment of desirable native prairie/wetland plant species. This proposal is for one day of burning in late Fall (November-December) 2026 or early Spring (March-April) 2027. The prairie conversion area will be burned depending on the condition of the vegetation, weed growth, and/or weather and site conditions.

This task includes costs associated with completing the burn including burn equipment, labor and mobilization, but does not include incidental costs that may be incurred from the local fire district or others. Incidental costs are not expected, but if incurred from the local fire district or others, are not the responsibility of CBBEL, and will be directed to the City.

Every prescribed burn is unique because conditions vary by site and by day; therefore, results will vary. Primary objectives of controlled burning are to reduce coverage of non-native invasive weeds and promote the establishment of desirable seeded plant species. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all influence fire behavior. Please be advised that unburned vegetation will likely exist after controlled burning due to the limitations noted above.

**FEE ESTIMATE**

<u>Year 1, 2025</u>	
Task 1 – Site Monitoring Visits & Weed Control	\$ 4,800
Task 2 – Supplemental Seeding	\$ 600
Task 3 – Vegetation Sampling	\$ 1,200
Task 4 – Annual Summary Report	\$ 1,200
Task 5 – Correspondence, Meetings & Management	\$ 500
Direct Costs (5%)	<u>\$ 415</u>
Sub-Total	\$ 8,715

Year 2, 2026

Task 1 – Site Monitoring Visits & Weed Control	\$ 5,000
Task 2 – Supplemental Seeding	\$ 600
Task 3 – Vegetation Sampling	\$ 1,250
Task 4 – Annual Summary Report	\$ 1,250
Task 5 – Correspondence, Meetings & Management	\$ 500
Task 6A – Burn Administration	\$ 600
Task 6B – Preparation for Prescribed Burning	\$ 2,800
Task 6C – Prescribed Burn Management	\$ 4,000
Direct Costs (5%)	<u>\$ 800</u>
Sub-Total	\$16,800

Year 3, 2027

Task 1 – Site Monitoring Visits & Weed Control	\$ 5,200
Task 2 – Supplemental Seeding	\$ 630
Task 3 – Vegetation Sampling	\$ 1,300
Task 4 – Annual Summary Report	\$ 1,300
Task 5 – Correspondence, Meetings & Management	\$ 525
Direct Costs (5%)	<u>\$ 450</u>
Sub-Total	\$ 9,405

Year 3, 2028

Task 1 – Site Monitoring Visits & Weed Control	\$ 5,400
Task 2 – Supplemental Seeding	\$ 660
Task 3 – Vegetation Sampling	\$ 1,350
Task 4 – Annual Summary Report	\$ 1,350
Task 5 – Correspondence, Meetings & Management	\$ 550
Direct Costs (5%)	<u>\$ 470</u>
Sub-Total	\$ 9,780

Year 3, 2029

Task 1 – Site Monitoring Visits & Weed Control	\$ 5,600
Task 2 – Supplemental Seeding	\$ 690
Task 3 – Vegetation Sampling	\$ 1,400
Task 4 – Annual Summary Report	\$ 1,400
Task 5 – Correspondence, Meetings & Management	\$ 575
Direct Costs (5%)	<u>\$ 480</u>
Sub-Total	\$10,145

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for photocopying, report binding, mailing, overnight delivery, messenger services, report compilation, mileage, seed, herbicide, burn fuel, and equipment are included in this estimate. Please note that additional requested meetings, activities, or other services not outlined in this proposal are not included in the Fee Estimate, and will be charged on a time and materials basis.

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

Sincerely,



Thomas T. Burke, PhD, PE  
Executive Vice President

Encl. Schedule of Charges  
General Terms & Conditions  
Conditions For Burning

CC: Dan Lynch, City Engineer

**THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS AND CONDITIONS,  
AND CONDITIONS FOR BURNING FOR ELEANOR PLACE & 74<sup>TH</sup> STREET PRAIRIE  
CONVERSION AREA ACCEPTED FOR THE CITY OF DARIEN:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EJ/HMC  
N:\PROPOSALS\ADMIN\2024\Darien Lawn to Prairie\_Eleanor Place and W 74th Street MM 2024-28\_07162024.docx

**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

June 13, 2005

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## CONDITIONS FOR PRESCRIBED BURNING

Prescribed or controlled burning is "the careful ignition of ecosystem restorations, mitigations and natural areas under exacting weather conditions to achieve specific resource management objectives". Controlled burning is a permitted and potentially hazardous activity, to be undertaken at the peril of those so choosing. Christopher B. Burke Engineering, Ltd. shall be referred to in this document as CBBEL.

### Structures, Trees and Shrubs

All reasonable precautions will be taken to protect structures within the burn area such as non-native and evergreen trees and shrubs, lighting, fencing, sheds, etc., and protective measures will be noted in the pre-burn plan. CBBEL is not responsible or liable for any damage to these structures as their inclusion in burn management areas are inherently incompatible with the process, requiring the deployment of reasonable protective measures.

### Letters of Intent

CBBEL shall be responsible for mailing letters of intent to burn to all residents/businesses, etc. within 500 feet of the burn site. These letters will be sent at least four weeks before the scheduled burn. CBBEL will notify any respondees of the notification letter on the day of the burn.

### Burn Delays

If weather conditions are abnormal during the burn season and/or if there are restrictive conditions or situations under which a burn may be conducted, few or no opportunities to burn may result. In this case the client will only be invoiced for work performed in planning and preparing to conduct the burn.

### Additional Costs

The client will also be responsible for any additional direct incurred costs on the project. These may include charges from local fire, police or utility companies and neighbor notification mailings.

### Health and Safety

CBBEL is concerned about the health and safety of its employees and others in the burn area. If the landowner/client knows of any toxic substances, hazardous materials, or any other hazardous site conditions within the burn area CBBEL must be notified in advance of the burn. CBBEL reserves the right to cancel or reschedule the burn upon discovery of any of those elements. The client and/or landowner will only be invoiced for charges incurred thus far. The client and/or landowner shall be liable if any health problems occur due to hazardous or toxic substances present on site that CBBEL is not aware of.

I have read and understood the above and agree to terms and conditions stated:

Client Signature \_\_\_\_\_, Date \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

Approval of a resolution accepting a Drainage Easement from the following property:

7117 Hudson Street 09-28-205-005

**RESOLUTION**

**BACKGROUND/HISTORY**

The property owner at 7117 Hudson Street has agreed to grant a drainage easement to the City as part of rear yard drainage project. The scope of work includes installing an under drain pipe through the proposed side yard easement of the participating property and connect to a storm sewer structure located on Hudson Street. The easement is required to install a drain-tile pipe to rid the rear yard area of nuisance ponding and provide positive drainage.

The plat requires City Council approval and will be recorded by DuPage County. The property owners have agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as [Exhibit A](#):

7117 Hudson Street 09-28-205-005

**STAFF RECOMMENDATION**

Staff recommends acceptance of a Drainage Easement from the property listed above.

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee's recommendation.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council agenda for formal consideration.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM THE FOLLOWING PROPERTY: 7117 HUDSON STREET 09-28-205-005**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a Drainage Easement from the following property: 7117 Hudson Street 09-28-205-005, a copy of which is attached here to as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of August 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of August 2024.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/NSPS • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •



# SCHOMIG LAND SURVEYORS, LTD. PLAT OF GRANT OF DRAINAGE EASEMENT

909 EAST 31ST STREET  
LA GRANGE PARK, ILLINOIS 60526  
SCHOMIG-SURVEY@SBCGLOBAL.NET  
WWW.LAND-SURVEY-NOW.COM  
PHONE: 708-352-1452  
FAX: 708-352-1454

OF THE SOUTH 5.0 FEET (EXCEPT THE EAST 5.0 FEET THEREOF) OF LOT 48 IN GALLAGHER AND HENRY'S BROOKHAVEN MANOR UNIT NUMBER 4, BEING A SUBDIVISION IN SECTIONS 21 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1969 AS DOCUMENT R69-22077, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 7117 HUDSON STREET, DARIEN.

## PRELIMINARY PDF FOR REVIEW

OWNERS CERTIFICATE  
7117 HUDSON STREET  
DARIEN, ILLINOIS 60561  
PIN 09-28-205-005

STATE OF ILLINOIS )  
COUNTY OF DU PAGE) ss.

I, TED GUTOWSKI, DO HEREBY CERTIFY I AM THE OWNER, OF THE PROPERTY DESCRIBED AS:

LOT 48 IN GALLAGHER AND HENRY'S BROOKHAVEN MANOR UNIT NUMBER 4, BEING A SUBDIVISION IN SECTIONS 21 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1969 AS DOCUMENT R69-22077, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO THE CITY OF DARIEN, TO BE PREPARED FOR STORM WATER DRAINAGE PURPOSES DESCRIBED AS DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

OWNER: \_\_\_\_\_  
TED GUTOWSKI

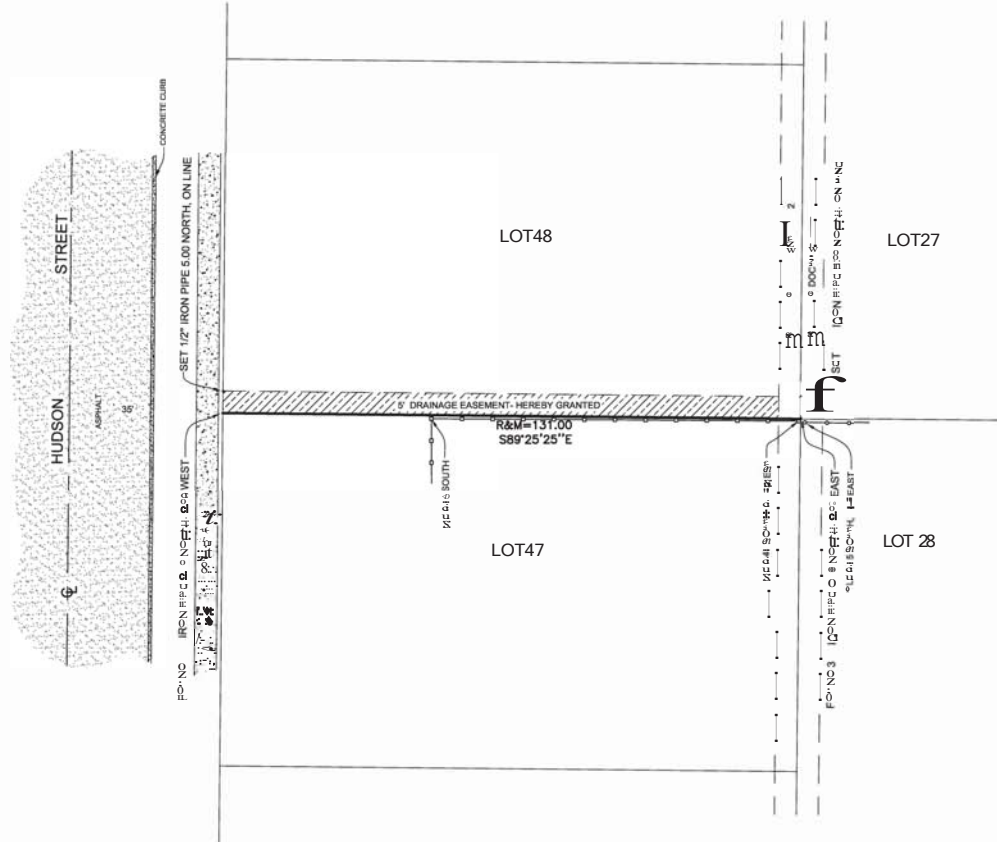
OWNERS NOTARY  
7117 HUDSON STREET  
DARIEN, ILLINOIS 60561  
PIN 09-28-205-005

STATE OF ILLINOIS )  
COUNTY OF DU PAGE) ss.

I, \_\_\_\_\_ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT TED GUTOWSKI IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO THE CITY OF DARIEN TO BE PREPARED AS HIS FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_

BY: \_\_\_\_\_  
NOTARY PUBLIC.



SURVEY DATE: JULY 2ND, 2024.

ORDERED BY: CITY OF DARIEN

FILE: 211110.CRD

PLAT NUMBER: 241013 & H27-285

SCALE: 1" = 20'



- LEGEND
- M = MEASURED DIMENSION
  - R = RECORDED DIMENSION
  - ⊙ = CENTER LINE
  - B.L. = BUILDING LINE
  - P.U.E. = PUBLIC UTILITY EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - C.L.F. = CHAIN LINK FENCE
  - ⊕ = SPRINKLER HEAD
  - ⊖ = INLET
  - ⊞ = AIR CONDITIONER

STATE OF ILLINOIS )  
COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD., AS AN ILLINOIS PROFESSIONAL DESIGN FIRM AND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

### PRELIMINARY PDF FOR REVIEW

PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

A resolution authorizing the purchase of one new, model TL-3 Scorpion towable trailer attenuator, from Street Smart Rentals, LLC in an amount not to exceed \$33,785.

**RESOLUTION**

**BACKGROUND/HISTORY**

The towable attenuator will serve as a trailing rear end impact safety devise, enhancing crew safety during operations on high-speed roads such as Cass Avenue, 75th St., Plainfield Road, as well as various other roadways throughout the City. This essential addition is particularly crucial for tasks involving slow-moving equipment operations, such as banner installations, stationary jobs such as main break repairs, manhole structure rehabilitations, and certain landscape maintenance operations. The towable attenuator acts as a safeguard, offering rear-end traffic crash protection to ensure a secure safe working environment for the department and reducing damaging impact to the City’s equipment and the motorist. See [Attachment A](#).

Staff requested competitive quotes for the trailer and received four quotes. Below, please find the results of the competitive quotes for the trailer.

VENDOR	COST
Street Smart Rentals, LLC	\$33,785.00
Road Safe Traffic Systems	\$37,174.88
J-Tech	\$41,410.00
High Star Traffic	\$48,388.45

The FY24/25 budget included funding for the proposed trailer and would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24-25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	Capital Purchases-Equipment	\$ 21,000	\$16,892.50	\$4,107.50
02-50-4815	Capital Purchases-Equipment	\$21,000	\$16,892.50	\$4,107.50

**STAFF RECOMMENDATION**

Staff recommends approval of a resolution authorizing the purchase of one new, model TL-3 Scorpion towable trailer attenuator, from Street Smart Rentals, LLC in an amount not to exceed \$33,785.

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee’s recommendation.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council agenda for formal consideration. .

MEMO













RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW, MODEL TL-3 SCORPION TOWABLE TRAILER ATTENUATOR, FROM STREET SMART RENTALS, LLC IN AN AMOUNT NOT TO EXCEED \$33,785**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the purchase of one new, model TL-3 Scorpion towable trailer attenuator, from Street Smart Rentals, LLC in an amount not to exceed \$33,785, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of August, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of August, 2024.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY





Street Smart Rentals, LLC  
 3811 137th Ave NE  
 Columbus, MN 55025

**PREPARED FOR**

David Fell  
 City of Darien  
 (630) 429-1711  
 dfell@darienil.gov

**Quote #** Q-37711-3

**Date** 7/17/2024

**Expires On** 7/1/2025

**Rep Name** Ryan Kilpatrick

**Rep Phone** (612) 597-5547

**Rep Email** rkilpatrick@streetsmartrental.com

**Billing Address**

City of Darien  
 1702 Plainfield Road  
 Darien, IL 60561

**Shipping/Pick Up Address**

City of Darien  
 1702 Plainfield Road  
 Darien, IL 60561

**Pricing provided on this quote is valid for up to 30 days after the printed date. Thank you for your business!**

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
100BE-0A1A1AA1372/10002-TL3M-12TA	Scorpion II MASH Trailer Attenuator TL-3 MnDOT Spec	1	\$25,600.00	\$25,600.00
VM-4825	25L Vehicle-Mount AB	1	\$3,000.00	\$3,000.00
OPT-TA-Hydraulic Lift	TA CMS Hydraulic Lift	1	\$3,000.00	\$3,000.00
AB-Install	AB Install	1	\$500.00	\$500.00
OPT-AB-ConnectedKit-VM	Connected AB Kit	1	\$500.00	\$500.00
WH-18-02	Small NEMA Box for TMA's	1	\$185.00	\$185.00

Subtotal\* \$32,785.00

Est. Freight\* \$1,000.00

**Total\* \$33,785.00**

**\*Totals do not include Tax.** Taxes are applied on invoices if your account is not exempt

Notes

Quoting:

(1) Scorpion Trailer Attenuator w/25 Light Arrow Board

\*OPTIONS - Hydraulic Upright \$3,000

\*\* This and all of our equipment can be purchased directly off of MN State Equipment Contract A-210(5) - Contract No. 202192

Terms and Conditions

To accept this quote and terms outlined above, sign and date, and return.

**City of Darien**  
**Signature**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**PO Number**

\_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

A resolution accepting a proposal from Garland/DBS, Inc., for the labor, material and installation of limited tuck-pointing, window replacement, gutter and downspout replacement, metal flashing replacement, new metal caps/flashing and the refurbishing of the garage floor for the Public Works building facility located at 1041 South Frontage Rd. in an amount not to exceed \$285,663.

**RESOLUTION**

**BACKGROUND**

The FY 24/25 Budget includes funds to refurbish the garage floor, glazing, tuck pointing, limited gutter work and flashing at the Public Works facility located at 1041 South Frontage Road. Please note the garage floor was refurbished in 2015 with a commercial epoxy. The proposed floor epoxy is an industrial grade and carries a warranty for material and labor. The epoxy coating has begun to fail over the last several years and patching was not a solution.

The building was constructed in the early 70's and an assessment of the building was completed in January, 2024 to determine the required exterior building maintenance that was required. The following various building maintenance items were identified.

- Leaking windows
- Mortar Failure on Brick Wall
- Down Spouts Deterioration
- Metal Flashing Deterioration

Staff had contacted neighboring municipalities for references for vendors that specialize in the various exterior maintenance services. Garland/DBS, Inc., was forwarded through a reference as a general contractor who furnishes materials and labor to accommodate all exterior services. The vendor is also an awarded vendor of the OMNIA Partners. OMNIA partners provide public & private sector industries value-driven procurement and cost-saving solutions. Through the bidding process of OMNIA Partners, said vendor was awarded a national contract through Racine County, WI, for Roofing Supplies and Services, Waterproofing and Related Products and Services, under Contract Number PW1925, and has been extended to October 14, 2029.

The scope of services includes the following and is attached as [Exhibit A](#), Pages 1-7.

- Masonry Restoration-5 Year Warranty- 2 Year Warranty Workmanship
- Remove and Replace 2 Casement Commercial Window
- Garage Floor-Epoxy-5 Year Warranty- 5 Year Warranty Workmanship
- Remove and Replace Existing Gutters-10 Year Warranty- 2 Year Warranty Workmanship
- Remove and Replace Flashing-10 Year Warranty- 2 Year Warranty Workmanship

The proposed expenditure would be expended from the various line accounts and is attached and labeled as [Attachment A](#). Please note the project does realize a shortfall of \$5,663. The shortfall would be split (\$2,831.50) between the Street and Water Division respective Capital Accounts. The Capital Budget has sufficient funds to absorb the shortfall.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution accepting a proposal from Garland/DBS, Inc., for the labor, material and installation of limited tuckpointing, window replacement, gutter and downspout replacement, metal flashing replacement, new metal caps/flashing and the refurbishing of the garage floor for the Public Works building facility located at 1041 South Frontage Rd. in an amount not to exceed \$285,663.

**COMMITTEE RECOMMENDATION**

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 5, 2024 Chairman Belczak will be presenting the Committee's recommendation.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council New Business for formal approval.



PROPOSAL #	DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
25-IL-240804	ROOFING MATERIAL AND SERVICES PROPSAL FOR TUCKPOINTING	LUMP SUM	\$ 32,164.00	1	\$ 32,164.00
25-IL-240804	REMOVE AND REPLACE ONE (1) 36 X 20	EACH	\$ 1,756.00	2	\$ 3,512.00
25-IL-240804	REMOVE AND REPLACE ONE (1) 40 X 72	LUMP SUM	\$ 4,553.00	3	\$ 13,659.00
25-IL-240910	REMOVE EXISTING GUTTERS AND DOWNSPOUTS AND REPLACE WITH NEW GUTTERS AND DOWNSPOUTS	LUMP SUM	\$ 29,546.00	1	\$ 29,546.00
25-IL-240910	REMOVE EXISTING RAKE FLASHING AND REPLACE WITH NEW	LUMP SUM	\$ 8,309.00	1	\$ 8,309.00
25-IL-240910	INSTALL NEW SHEET METAL CAPS ON BRICK COLUMNS	LUMP SUM	\$ 11,840.00	1	\$ 11,840.00
25-IL-240919	GARAGE FLOOR REMOVE EXISTING EPOXY COATING AND INSTALL NEW INDUSTRIAL EPOXY COATING	LUMP SUM	\$ 186,633.00	1	\$ 186,633.00
<b>TOTAL COSTS</b>			<b>N/A</b>	<b>N/A</b>	<b>\$ 285,663.00</b>

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE
01-30-4223	MAINTENANCE BUILDING WINDOWS ENTRY ENTRYWAY DOOR PW FACILITY	\$ 37,500.00	\$ 37,500.00
02-50-4223	MAINTENANCE BUILDING WINDOWS ENTRY ENTRYWAY DOOR PW FACILITY	\$ 37,500.00	\$ 37,500.00
01-30-4223	MAINTENANCE BUILDING TUCKPOINTING PW FACILITY	\$ 2,500.00	\$ 2,500.00
02-50-4223	MAINTENANCE BUILDING TUCKPOINTING PW FACILITY	\$ 2,500.00	\$ 2,500.00
01-30-4815	CAPITAL PURCHASES PW GARAGE FLOOR	\$ 100,000.00	\$ 100,000.00
02-50-4815	CAPITAL PURCHASES PW GARAGE FLOOR	\$ 100,000.00	\$ 100,000.00
<b>TOTAL BUDGET</b>		<b>\$ 280,000.00</b>	<b>\$ 280,000.00</b>
<b>PROPOSED JOB COST</b>		<b>N/A</b>	<b>\$ 285,663.00</b>
<b>BALANCE</b>		<b>N/A</b>	<b>\$ (5,663.00)</b>
01-30-4815	CAPITAL PURCHASES GENERAL	N/A	\$ 2,831.50
02-50-4815	CAPITAL PURCHASES GENERAL	N/A	\$ 2,831.50
<b>REVISED BUDGET TOTAL</b>		<b>N/A</b>	<b>\$ 285,663.00</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM GARLAND/DBS, INC., FOR THE LABOR, MATERIAL AND INSTALLATION OF LIMITED TUCK-POINTING, WINDOW REPLACEMENT, GUTTER AND DOWNSPOUT REPLACEMENT, METAL FLASHING REPLACEMENT, NEW METAL CAPS/FLASHING AND THE REFURBISHING OF THE GARAGE FLOOR FOR THE PUBLIC WORKS BUILDING FACILITY LOCATED AT 1041 SOUTH FRONTAGE RD., IN AN AMOUNT NOT TO EXCEED \$285,663**

**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 Garland/DBS, Inc., for the labor, material and installation of limited tuck-pointing, window replacement, gutter and downspout replacement, metal flashing replacement, new metal caps/flashing and the refurbishing of the garage floor for the Public Works building facility located at 1041 South Frontage Rd. in an amount not to exceed \$285,663, attached hereto as "[Exhibit A](#)".

**SECTION 3:** 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 5<sup>th</sup> day of August, 2024.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of August, 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**Village of Darien**  
**Public Works Building**  
**1401 S Frontage St.**  
**Willowbrook, IL 60527**

**Date Submitted: 06/24/2024**  
**Proposal #: 25-IL-240804**  
**MICPA # PW1925**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Masonry Restoration**

1. Grind and tuck point 100% of the mortar joints above the 2nd floor windows on the North and South sides of the building.
2. Spot grind and tuck point the remaining open, bad, and deteriorated mortar joints below the 2nd floor window on the North and South sides of the building.
3. Remove and replace the caulking around the (2) man doors on the North and South side of the building. Remove and replace the caulking around the (2) smaller garage door on the North and South side of the building. Remove and replace all of the caulking on the black casement windows on the West side of the building.
4. After all of the masonry work is complete. Power wash all dirt and debris from the surface of the brick with water and masonry cleaner.
5. After the brick are dry, apply (2) coats of Seal O Pore HP to the walls.

**Proposal Price Based Upon Market Experience: \$ 32,164.00**

### **Scope of Work: Add Alternate #1**

1. Remove and replace (1) 36'x20' window with new casement commercial grade aluminum window.

**Proposal Price Based Upon Market Experience: \$ 1,756.00 x 2**

**Scope of Work: Add Alternate #2**

1. Remove and replace (1) 40'x72' window with new casement commercial grade aluminum window.

**Proposal Price Based Upon Market Experience: \$ 4,553.00 x 3**

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Bonds are excluded.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is included to which it obtains to the scope of work.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Anthony Kardum*

Anthony Kardum  
Garland/DBS, Inc.  
(216) 430-3555



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



**ROOFING MATERIAL AND SERVICES PROPOSAL**

**City of Darien**  
**Darien Public Works**  
**1041 S Frontage Rd**  
**Darien, Illinois 60561**

**Date Submitted: 07/22/2024**  
**Proposal #: 25-IL-240910**  
**MICPA # PW1925**

**ILLINOIS General Contractor License #: 104.015673**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

**Scope of Work: Bid Item 1**

1. Remove existing gutters and downspouts, approximately 244 l/f gutter and 140l/f of downspouts
2. Install new gutters to match existing, approximately 244 l/f
3. Install new downspouts to match existing, approximately 140 l/f

<b>Proposal Price Based Upon Market Experience:</b>	<b>\$ 29,546</b>
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**Garland/DBS Price Based Upon Local Market Competition:**

<b>1 Alloy Architectural Solutions</b>	<b>\$ 29,546</b>
--	------------------

**Scope of Work: Bid Item 2**

1. Remove existing rake flashing, approximately 164 l/f
2. Install new rake flashing to match the existing, approximately 164 l/f

<b>Proposal Price Based Upon Market Experience:</b>	<b>\$ 8,309</b>
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**Garland/DBS Price Based Upon Local Market Competition:**

<b>1 Alloy Architectural Solutions</b>	<b>\$ 8,309</b>
--	-----------------

**Scope of Work: Bid Item 3**

1. Install new sheet metal caps on nine brick columns

**Proposal Price Based Upon Market Experience:** \$ 11,840

**Garland/DBS Price Based Upon Local Market Competition:**

**1 Alloy Architectural Solutions** \$ 11,840

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Jarod Miller*

Jarod Miller  
Garland/DBS, Inc.  
(216) 430-3606



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**Village of Darien**  
**Department of Public Works**  
**1041 S Frontage Rd**  
**Darien, Illinois 60561**

**Date Submitted: 07/26/2024**  
**Proposal #: 25-IL-240919**  
**MICPA # PW1925**

**ILLINOIS General Contractor License #: 104.015673**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

### **Scope of Work: Garage Floor**

1. Stage and Mobilize equipment and materials.
2. Secure working area with cones & caution tape
3. Remove existing flooring system following proper floor preparation steps.
4. Clean concrete floor with Garlands B-clean at rate of .5 gal per 100 sq ft.
5. Patch concrete area's with Garlands Gar-Rock
6. Diamond grind and or if needed apply Garlands Fill-Lock SL self-leveling material.
7. Diamond grind the substrate after patches have dried again.
8. Vacuum all debris and dust from the area
9. Install Epoxy compatible coving material. Use painters tape to mark section.
10. Apply Garland Tread-Shield VTP Primer at a rate of 1 gal per 100 sq ft
11. Wait 24 hours and vacuum off all loose material.
12. Remove and install new painters tape.
13. Apply Base & top coat of Tread-Shield Top at a rate of 100 sq. feet per gallon.
14. Allow 24hrs and Remove and install new painters tape.
15. Mix in non-slip additive such as polymer grit or Aluminum Oxide for non slip to Floor-Loc VOC clear sealant. Apply at a rate of 350 sq. feet per gallon
16. Wait 72 hours for normal traffic
17. Full clean/ sweep of all construction debris

**Scope of Work: Addendum #1**

- 1. Base Bid:
  - a. Port A John will NOT be needed and facilities onsite will be available
  - b. Dumpsters onsite will be available for use. Please remove from rental costs in your bid.
  - c. Add Durawalk base coat to material list
  - d. Add Durawalk Top Coat to material list
  - e. SOW addition: Run Thread shield upto the trough drain, at the garage door entrance apply Durawalk system (dark grey) to the trough drain on all garage bay openings.
  - f. Cut lines are to be clean and coated with the vehicular system.
  - g. Darien will be in charge of removing car lift in the south end 2nd bay.
  - h. Staging will be defined in the pre-construction meeting.

**Proposal Price Based Upon Market Experience: \$ 186,633**

**Garland/DBS Price Based Upon Local Market Competition:**

<b>1 Futurity 19</b>	<b>\$ 186,633</b>
2 MB Painting	\$ 204,502
3 Tablas Construction	\$ 209,432

**Futurity 19 - Unforeseen Site Conditions:**

Concrete Replacement	\$ 39.90 per Sq. Ft.
Through Drain Replacement	\$ 10,203.00 8' Section

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

**Clarifications/Exclusions:**

- 1. Permits are excluded. If permits are required this will be addressed via change order.
- 2. Plumbing, Mechanical, Electrical work is excluded.
- 3. Masonry work is included to which it obtains to the scope of work.
- 4. Interior Temporary protection is excluded.
- 5. Any work not exclusively described in the above proposal scope of work is excluded.



If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Jarod Miller*

Jarod Miller  
Garland/DBS, Inc.  
(216) 430-3606

**AGENDA MEMO**  
**City Council**  
**August 5, 2024**

**ISSUE STATEMENT**

A resolution approving a contract extension, year 4, with Eco Clean Maintenance, Inc. to provide janitorial services for the City of Darien in an amount not to exceed \$28,696.

**RESOLUTION**

**BACKGROUND/HISTORY**

Back in 2021 the City of Darien requested bids which included optional contract extensions ([Attachment A](#)). For the past 36 months, Eco Clean Maintenance, Inc. has provided janitorial services for the City, including Public Works, Police Department and City Hall. The City is satisfied with the service provided by Eco Clean Maintenance, Inc.

The FYE 25 budget for Cleaning/Janitorial Services is split as follows:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET FYE25	YEARLY COST
10-4345	Janitorial Services (75% split)	24,000	22,416
10-4345	Miscellaneous Cleaning	1,000	0
50-4345	Janitorial Services (25% split)	5,900	6,480
	TOTAL	30,900	28,896

**STAFF/COMMITTEE RECOMMENDATION**

Admin/Finance committee recommends approval of a resolution authorizing a contract extension with Eco Clean Maintenance Inc.

**ALTERNATE CONSIDERATION**

As directed by city council

**DECISION MODE**

This item will be placed on the August 5, 2024 City Council Agenda for approval.

**BID TAB - CLEANING/JANITORIAL SERVICES**  
September 1, 2021

Pre-Proposal Meeting - July 12, 2021 10:00 a.m.  
Proposal Due - July 20, 2021 10:00 a.m.

DID NOT SUBMIT BID

DESCRIPTION	UNIT	TOTAL	S&K Facility Mtce LLC		Best Quality		ECO Clean Maintenance		City Wide Facility Solutions		The Tidy Queens Corp		Total Facility Mtce		Vega Building Mtce		Bravo Services, Inc	
			Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual
City Hall - 3x per week	Monthly	12	935.00	\$11,220.00	550.00	\$6,600.00	618.00	\$7,416.00	605.00	\$7,260.00	2,175.68	\$26,108.16	1,758.86	\$21,106.32		\$0.00		\$0.00
Police Department - 5x per week	Monthly	12	1,455.00	\$17,460.00	950.00	\$11,400.00	1,000.00	\$12,000.00	2,625.00	\$31,500.00	3,628.92	\$43,547.04	2,189.96	\$26,279.52		\$0.00		\$0.00
Public Works - 5x per week	Monthly	12	725.00	\$8,700.00	485.00	\$5,820.00	490.00	\$5,880.00	550.00	\$6,600.00	2,419.28	\$29,031.36	775.00	\$9,300.00		\$0.00		\$0.00
<b>TOTALS</b>			<b>3,115.00</b>	<b>\$37,380.00</b>	<b>1,985.00</b>	<b>\$23,820.00</b>	<b>2,108.00</b>	<b>\$25,296.00</b>	<b>3,780.00</b>	<b>\$45,360.00</b>	<b>8,223.88</b>	<b>\$98,686.56</b>	<b>4,723.82</b>	<b>\$56,685.84</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>

**OPTIONAL CONTRACT EXTENSION - BID TAB - CLEANING/JANITORIAL SERVICES**  
YEAR 2

DESCRIPTION	UNIT	TOTAL	S&K Facility Mtce LLC		Best Quality		ECO Clean Maintenance		City Wide Facility Solutions		The Tidy Queens Corp		Total Facility Mtce		Vega Building Mtce		Bravo Services, Inc	
			Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual
City Hall - 3x per week	Monthly	12	935.00	\$11,220.00	550.00	\$6,600.00	668.00	\$8,016.00		\$0.00	2,215.98	\$26,591.76	1,811.62	\$21,739.44		\$0.00		\$0.00
Police Department - 5x per week	Monthly	12	1,455.00	\$17,460.00	950.00	\$11,400.00	1,050.00	\$12,600.00		\$0.00	3,696.13	\$44,353.56	2,255.68	\$27,068.16		\$0.00		\$0.00
Public Works - 5x per week	Monthly	12	725.00	\$8,700.00	485.00	\$5,820.00	490.00	\$5,880.00		\$0.00	2,464.08	\$29,568.96	798.25	\$9,579.00		\$0.00		\$0.00
<b>TOTALS</b>			<b>3,115.00</b>	<b>\$37,380.00</b>	<b>1,985.00</b>	<b>\$23,820.00</b>	<b>2,208.00</b>	<b>\$26,496.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>8,376.19</b>	<b>\$100,514.28</b>	<b>4,865.55</b>	<b>\$58,386.60</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>

**OPTIONAL CONTRACT EXTENSION - BID TAB - CLEANING/JANITORIAL SERVICES**  
YEAR 3

DESCRIPTION	UNIT	TOTAL	S&K Facility Mtce LLC		Best Quality		ECO Clean Maintenance		City Wide Facility Solutions		The Tidy Queens Corp		Total Facility Mtce		Vega Building Mtce		Bravo Services, Inc	
			Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual
City Hall - 3x per week	Monthly	12	935.00	\$11,220.00	600.00	\$7,200.00	693.00	\$8,316.00		\$0.00	2,256.27	\$27,075.24	1,865.96	\$22,391.52		\$0.00		\$0.00
Police Department - 5x per week	Monthly	12	1,455.00	\$17,460.00	1,000.00	\$12,000.00	1,100.00	\$13,200.00		\$0.00	3,763.33	\$45,159.96	2,323.35	\$27,880.20		\$0.00		\$0.00
Public Works - 5x per week	Monthly	12	725.00	\$8,700.00	550.00	\$6,600.00	515.00	\$6,180.00		\$0.00	2,508.89	\$30,106.68	822.19	\$9,866.28		\$0.00		\$0.00
<b>TOTALS</b>			<b>3,115.00</b>	<b>\$37,380.00</b>	<b>2,150.00</b>	<b>\$25,800.00</b>	<b>2,308.00</b>	<b>\$27,696.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>8,528.49</b>	<b>\$102,341.88</b>	<b>5,011.50</b>	<b>\$60,138.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>

**OPTIONAL CONTRACT EXTENSION - BID TAB - CLEANING/JANITORIAL SERVICES**  
YEAR 4

DESCRIPTION	UNIT	TOTAL	S&K Facility Mtce LLC		Best Quality		ECO Clean Maintenance		City Wide Facility Solutions		The Tidy Queens Corp		Total Facility Mtce		Vega Building Mtce		Bravo Services, Inc	
			Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual	Unit Price	Total Annual
City Hall - 3x per week	Monthly	12	935.00	\$11,220.00	600.00	\$7,200.00	718.00	\$8,616.00		\$0.00	2,296.56	\$27,558.72	1,921.93	\$23,063.16		\$0.00		\$0.00
Police Department - 5x per week	Monthly	12	1,455.00	\$17,460.00	1,000.00	\$12,000.00	1,150.00	\$13,800.00		\$0.00	3,830.53	\$45,966.36	2,393.05	\$28,716.60		\$0.00		\$0.00
Public Works - 5x per week	Monthly	12	725.00	\$8,700.00	550.00	\$6,600.00	540.00	\$6,480.00		\$0.00	2,553.69	\$30,644.28	846.85	\$10,162.20		\$0.00		\$0.00
<b>TOTALS</b>			<b>3,115.00</b>	<b>\$37,380.00</b>	<b>2,150.00</b>	<b>\$25,800.00</b>	<b>2,408.00</b>	<b>\$28,896.00</b>	<b>0.00</b>	<b>\$0.00</b>	<b>8,680.78</b>	<b>\$104,169.36</b>	<b>5,161.83</b>	<b>\$61,941.96</b>	<b>0.00</b>	<b>\$0.00</b>	<b>0.00</b>	<b>\$0.00</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING A CONTRACT EXTENSION, YEAR 4, WITH ECO CLEAN MAINTENANCE, INC. TO PROVIDE JANITORIAL SERVICES FOR THE CITY OF DARIEN IN AN AMOUNT NOT TO EXCEED \$28,896**

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

**SECTION 1:** The City Council of the City of Darien hereby approves a contract extension, year 4, with Eco Clean Maintenance, Inc. to provide janitorial services for the City of Darien in an amount not to exceed \$28,896, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of August 2024.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of August 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**BID PROPOSAL  
FOR  
CITY OF DARIEN  
BY  
ECO CLEAN MAINTENANCE, INC.**



**ECO CLEAN MAINTENANCE, INC.**

June 25th, 2021

City of Darien  
1702 Plainfield Rd  
Darien, IL 60561

**Re: Janitorial Services Proposal**

To whom this may concern:

I would like to take this opportunity to introduce our company. We are a commercial janitorial company specializing in providing state of the art janitorial services to companies with diversified requirements. We are very confident that our extremely competitive rates and the highest standard of services in the industry could be an added benefit to your company.

*QUALITY CONTROL AND EXCELLENT ON PREMISES SUPERVISION* are only two of a long list of reasons that separate us from our competition.

In *Eco Clean Maintenance, Inc.* we believe that we offer outstanding customer service and satisfaction that our clients deserve, expect and will receive.

I would appreciate a few moments from your busy schedule to present to you what sets us ahead of the competition and provide you with our competitive rates.

Thank you for your time.

**YOUR SATISFACTION MEANS OUR SUCCESS!**

Truly yours,

Dylan Meyer  
Sales Manager  
Eco Clean Maintenance, Inc.  
773-616-9009

515 W. Wrightwood Avenue • Elmhurst, IL 60126  
Phone (877) 463-2601 • Fax (773) 930-3353  
E-mail [ecocleanmaintenance@yahoo.com](mailto:ecocleanmaintenance@yahoo.com)

**REQUEST FOR PROPOSAL (RFP)  
FOR  
MUNICIPAL FACILITY CLEANING SERVICES  
FOR  
THE CITY OF DARIEN**

**City Facilities Included in Request:**

**City Hall – 1702 Plainfield Road**

**Police Department – 1710 Plainfield Road**

**Public Works – 1041 S. Frontage Road**

**Pre-Proposal Meeting, Monday, July 12, 2021 – 10:00 a.m.**

**Proposal Due Tuesday, July 20, 2021 – 10:00 a.m.**

## **PART 1 – GENERAL TERMS AND CONDITIONS**

### **1. INTENT**

It is the intent of the City of Darien, to solicit bids from qualified vendors to furnish all supervision, labor, janitorial supplies, consumable materials, tools, and equipment necessary to complete all cleaning and janitorial services in a workmanlike and acceptable manner at three (3) City-owned facilities, which locations are in DuPage County, within the corporate limits of the City of Darien, Illinois.

### **2. MANDATORY PRE-BID MEETING:**

Failure to attend the pre-bid meeting will result in disqualification from the bid process. The pre-proposal meeting will be held in the City Hall Conference Room, 1702 Plainfield Road (630) 852-5000, on the date and time shown on the cover page of these Specifications and Proposal Documents.

### **3. AWARD**

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The City of Darien reserves the right to reject any or all bids, waive technicalities, and to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the City.

This contract is a non-exclusive contract with the City of Darien. The City reserves the right to use other contractors or its own employees to perform work similar to that being performed under the terms of this contract. Performance of work by others shall be considered consistent with the terms of this contract and shall not be construed as cause for the Contractor to cease performance of work as directed.

### **4. FAMILIARITY**

Bidders are responsible to verify and become familiar with all conditions, instructions and specifications governing this contract. Before submission of a bid, Bidders are advised to 1) Inspect the site(s) of the proposed work and become familiarized with all the site conditions that may affect the performance of the work; and 2) Review all General Conditions, Specifications, and details provided with these bid documents.

### **5. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**

To be considered for award of a contract, Bidders must demonstrate the capability to provide services required in accordance with these bid specifications. This includes:

- A. Attendance at Mandatory Pre-Bid Meeting
- B. Bid pricing
- C. Compliance with specifications
- D. References
- E. Not currently suspended from participation in any Local, State or Federal Projects

### **6. ADDENDA AND REQUESTS FOR INFORMATION**

Any and all changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.



**7. PREVAILING WAGE/CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)**  
N/A

**8. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)**  
N/A

**9. ILLINOIS HUMAN RIGHTS ACT (776 ILCS 5/)**

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**10. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**  
The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

**11. SUBCONTRACTORS**

If any Bidder intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed on the form provided herein (use additional sheets if necessary). Failure to identify subcontractors could result in disqualification.

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the City of Darien is required.

Notwithstanding written consent to subcontract, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor. A subcontractor shall be bound by the conditions of this contract and shall perform in accordance with all terms and specifications of the contract.

**12. CHANGE IN STATUS**

The Contractor shall notify the City immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (e) Contractor ceases to conduct its operations in the normal course of business. The City shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

**13. INVOICES, PAYMENTS, AND QUANTITIES**

Payment will be made by the City of Darien thirty (30) days after receipts of statement or invoice from Contractor for services rendered.

**14. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the City.

**15. TERMINATION**

The City of Darien reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment for work completed to date in accordance with the terms and conditions of this contract. In the event that this contract is terminated due to Contractor's default, the City shall be entitled to purchase substitute items and/or services elsewhere and to charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

**16. INSURANCE REQUIREMENTS**

The successful bidder ("Contractor") shall furnish, separately to the City of Darien, within ten (10) calendar days after being notified of the acceptance of bid, and shall maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

**MINIMUM SCOPE OF INSURANCE – Coverage shall be at least as broad as:**

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the City of Darien named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements:

- A. ISO Additional Insured Endorsement CG 20 10; and
- B. Owners and Contractors Protective Liability (OCP) policy with the City of Darien as insured; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."; and
- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

**MINIMUM LIMITS OF INSURANCE – Contractor shall maintain limits no less than the following:**

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS – Any deductibles or self-insured retentions must be declared to and approved by the City of Darien. At the option of the City of Darien, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Darien, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.**

**OTHER INSURANCE PROVISIONS – The policies are to contain, or be endorsed to contain, the following provisions:**

- A. **General Liability and Automobile Liability Coverages**
  - a. The City of Darien, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Darien, its officials, agents, employees and volunteers.
  - b. The Contractor's insurance coverage shall be primary and non-contributory as respects the City of Darien, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Darien, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage

provided to the City of Darien, its officials, employees, agents and volunteers.

- d. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City of Darien, its officials, employees, agents and volunteers as additional insureds.
- f. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- g. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by City of Darien. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*.

**B. Workers' Compensation and Employers' Liability Coverage**

- a. The insurer shall agree to waive all rights of subrogation against the City of Darien, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

**C. All Coverages**

- a. **No Waiver.** Under no circumstances shall the City of Darien be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to
  - i. Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - ii. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- b. Each insurance policy required shall have the City of Darien expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**ACCEPTABILITY OF INSURERS** – Insurance is to be placed with Insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

**VERIFICATION OF COVERAGE** – Contractor shall furnish the City of Darien with certificates of insurance naming the City of Darien, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City of Darien before any work commences. The City of Darien reserves the right to request full certified copies of the insurance policies and endorsements.

**SUBCONTRACTORS** – Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**ASSUMPTION OF LIABILITY** – The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

**17. REGULATORY REQUIREMENTS**

Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.



## **PART 2 – TECHNICAL TERMS AND SPECIAL PROVISIONS**

### **1. SCOPE OF WORK**

- 1.1. The successful bidder ("Contractor") shall furnish the necessary labor, equipment and materials required to provide a high level of janitorial services and cleaning in accordance with these contract terms, conditions and special provision. The bid shall include all costs associated with furnishing supervision, lead workers, labor, contractor-supplied materials, tools, consumable materials, and equipment necessary meet or exceed the quality standards described herein.
- 1.2. The Contractor shall become fully acquainted with the nature of the work, all sites at which work is to be accomplished, and the conditions affecting the cost and performance of work at these locations within the corporate limits of the City of Darien, which locations are in DuPage Counties, Illinois, and to be serviced as follows:
  - 1) City Hall, 1702 Plainfield Road – three (3) alternating days cleanings/week: Monday, Wednesday, Friday
  - 2) Police Station, 1710 Plainfield Road – five (5) consecutive days cleanings/week: Monday-Friday.
  - 3) Public Works, 1041 S. Frontage Road – five (5) consecutive cleanings/week: Sunday-Thursday only
- 1.3. A list of tasks by location and frequency is included in Appendix A - Cleaning and Janitorial Task Schedule. A separate description of facility use is included in these special provisions to familiarize bidders with the extent of cleaning expected at each.
- 1.4. The Contractor will provide professional cleaning and janitorial services in accordance with safety data sheets (SDS, formerly MSDS), equipment manufacturer recommendations, applicable industry safety codes, and the Occupational Safety and Health Administration (OSHA) regulations.
- 1.5. Damage to Property: Contractor shall exercise caution to avoid damaging equipment, buildings, walls, flooring, and especially the finished workspaces. The Contractor shall be responsible for damage caused by their actions or failure to protect appropriately, and shall immediately notify the Police Department of any such damage. The City reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the Contractor, and deduct these costs from any payment due the Contractor.

### **2. CONTRACT TERM AND RENEWAL**

- 2.1. The initial term of this contract will be for the period of September 1, 2021 through August 31, 2022 with the option for four (4) annual renewals. There shall be no pricing adjustments for the initial contract term.
- 2.2. The City may, at its option and with the concurrence of the Contractor, extend the period of this agreement an additional three (3) years in one (1) year increments through December 31, 2025. All renewals shall commence on September 1st and terminate on August 31st of any calendar year.
- 2.3. The Contractor shall be notified in writing of the City's intention to renew the contract period not less than sixty (60) calendar days prior to the expiration of the contract. The optional annual renewals will be based on performance and rating of services provided.
- 2.4. Unit price adjustments may be made at the time of any renewal of the contract. The unit price adjustments cannot exceed the percentage increase of the Chicago Area Consumer Price Index

(Chicago-Gary-Kenosha) for the most recent twelve (12) month period preceding the renewal notification, as published by the Labor Department, and in no case can increase more than 5 percent in any one year. Expenditure category used shall be "All Items".

- 2.5. The Contractor shall accept or decline the renewal in writing no later than fifteen (15) business days after the date contained in the City's renewal request.

### 3. NOTIFICATION OF WORK AND FACILITY SCHEDULES

- 3.1. Supervision: This contract will be under the direct supervision of the assigned designee and detailed supervision provided by the Public Works Superintendent or their authorized representative(s). Any alterations, modifications, or claims for any extra work to be performed under this contract shall be made only by written agreement between the Contractor and the Director and shall be made prior to commencement of such changes.
- 3.2. The Contractor will meet once per month with the assigned designee during the first 90 days of the contract, and once per 3-months (quarter) thereafter.
- 3.3. The Contractor shall have at least one telephone number for calls 24 hours per day, seven (7) days per week including holidays.
- 3.4. The Contractor shall establish a routine normal schedule for the completion of the work. The schedule shall be submitted for approval to the assigned designee at the commencement of the contract and shall be re-submitted anytime revisions in the schedule occur. It shall be the Contractor's responsibility to provide sufficient manpower to complete the schedule each day regardless of sickness, leaves, or other personnel matters.
- 3.5. The Contractor may have to occasionally revise the normal cleaning and janitorial work schedule in various meeting rooms and nearby common areas so as to not interfere with scheduled meetings or events. The City will provide advance notice of meetings and events. Such meeting room use is considered a normal activity of the facility and shall in no way diminish the Contractor's responsibility for cleaning the meeting rooms and common areas following the meeting.
- 3.6. The facilities' uses, hours of operation and normal times at which cleaning and janitorial services could be completed, has been generalized herein and is not intended to be all-inclusive:
- 3.6.1. City Hall – upper and lower levels, includes administrative offices, conference room, bathrooms, and coffee station. The lower level includes council chambers, bathrooms and breakroom. Permanent file storage and computer network equipment rooms are also located on the lower level.
- 3.6.1.1. Normal use hours are 8:30 AM to 5:00 PM.
- 3.6.1.2. The Contractor will have access normally Monday through Friday 6:00 P.M. through 6:00 A.M., and all times on weekends and holidays.
- 3.6.1.3. The Contractor shall be responsible for cleaning all offices, common areas, stairways, meeting rooms, break rooms, and restrooms.
- 3.6.2. Police Station – upper and lower, includes administrative offices of the Police Department, secured offices of the Police Chief and Commanders, as well as criminal evidence and prisoner processing rooms. The meeting room is frequently scheduled for daytime and evening meetings. Break rooms are used daily for employees' preparation and consumption of snacks and meals as well as public use associated with the meeting rooms. Locker rooms are used daily and its showers used occasionally. *This contract does not include the temporary prisoner detention areas.*

- 3.6.2.1. This building is operating 24-hours each day with law enforcement staff, however administrative normal use hours are 8:00 AM to 5:00 PM.
  - 3.6.2.2. The Contractor will have access normally Monday through Friday 6:00 P.M. through 6:00 A.M., and all times on weekends and holidays.
  - 3.6.2.3. The Contractor will be restricted occasionally from the offices of the Police Chief and Commanders, and the Evidence Processing Room when doors are locked; however, unlocked doors shall indicate a request for routine cleaning and janitorial services.
  - 3.6.2.4. The Contractor shall be responsible for cleaning all offices, common areas, meeting rooms, break rooms, restrooms, and locker rooms.
- 3.6.3. Public Works – two levels, includes administrative offices, restrooms, work spaces and meeting rooms. The conference room is used occasionally for daytime and evening meetings. The break room is used daily for employees' preparation and consumption of snacks and meals, and occasionally for daytime meetings. This contract does not include the garage areas or locker room.
- 3.6.3.1. Normal use hours are 7:00 AM to 3:30 PM.
  - 3.6.3.2. The Contractor will have access normally Monday through Friday 4:00 P.M. through 6:00 A.M., and all times on weekends and holidays.
  - 3.6.3.3. This building may occasionally operate with personnel all hours each day; for example, emergency repairs or wintertime snow and ice control operations.
  - 3.6.3.4. Personnel can have on their boots and clothing a great deal of grease, dust, dirt, mud, salt, and asphalt. Extra effort may be required to maintain floors.
  - 3.6.3.5. The Contractor shall be responsible for cleaning all offices, work spaces, common areas, meeting rooms, break rooms, and restrooms.

#### **4. CONTRACTOR'S PERSONNEL**

- 4.1. The Contractor shall provide to the City a designated contact person on all work performed by the Contractor's crew(s). At all times that crews are working in any City facility the designated contact person shall be available by telephone and be able to contact crews working in those facilities. The designated contact person shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The designated contact person will schedule and coordinate all services and functions as required by the contract and as specified in the task schedules. It is not necessary for the designated contact person to be on site.
- 4.2. Employee Work List and Background Check: The Contractor shall confidentially submit a current list of the names, addresses, date of births, and photo identification of all employees who will perform work under this contract. All employees on this list shall be first required to submit to a fingerprint-based background check conducted by the City's Police Department prior to being allowed access to City facilities. Changes in this employment list shall be reported to the City Administrator within 48 hours. No employee shall be allowed on the job site until the documentation has been provided and the City has had sufficient time to conduct its background checks to approve each employee. The City shall have and shall exercise full and complete control over clearance for Contractor's employees, or to request changes to the employee list.
- 4.3. All Contractors' employees will display photo identification badges while working on City premises. No employees will be allowed access to any area without displaying the required identification badge.



- 4.4. Keys and access cards issued by the City to the Contractor's personnel shall be in the possession of a single employee at all times when in City facilities. In the event that a card is lost or damaged, Contractor shall IMMEDIATELY NOTIFY THE POLICE DEPARTMENT so that access for that card may be halted. The Contractor shall reimburse the City for the cost of keys and access cards, including all costs associated with replacement keys and changing of locks if deemed necessary by the City.
- 4.5. All employees and representatives of the Contractor's company must be able to read and understand all chemical labels, building signs, and warning signs.
- 4.6. To ensure competent and safe performance of the work, all employees shall be bonded under the Contractor's company, and the Contractor shall provide appropriate training to employees prior to the beginning of service under this Contract. The Contractor is responsible for any theft or tampering by his workers or during the period the workers are in the building.
- 4.7. The Contractor's employees will be working in areas which are under secured access and other areas which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. The Contractor, upon completion of the public use, will secure access to the public meeting areas of the buildings. All areas shall be secured when the Contractor has completed his daily operations.
- 4.8. Any employee(s) of the Contractor whom the City deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons will be prohibited from entering the buildings to perform work. The Contractor shall be required to provide alternate employee(s) to complete the work required.

## **5. CLEANING AND JANITORIAL SERVICES SPECIFICATIONS**

- 5.1. The Contractor shall provide all equipment, labor, and supplies for the services described in this section. The Contractor shall provide, at no additional cost to the City, all equipment and janitorial supplies required to support these work activities with the exception of consumable materials as may be optioned herein.
- 5.2. The Contractor shall provide a high level of cleaning and janitorial services with the care and expectations as described herein and at the frequency specified in Appendix A - Cleaning and Janitorial Task Schedule. These descriptions are not all-inclusive, as the Contractor's exceptional work practices should be the standard when conducting cleaning activities.
- 5.2.1. **DUSTING:** Satisfactory and acceptable dusting will present a surface free from all dust and other loose material and shall be completed using appropriate means such as treated cloths or micro-fiber cloths.
- 5.2.2. **CLEANING (Non-Floor Surfaces):** A satisfactory and acceptable clean surface shall be completely free of all loose and adhering dirt or other foreign material down to the original finish of the surface. A clean surface will appear both physically and visually clean, free from streaks or other residue. If a cleaning agent is required, an approved agent for the surface to be cleaned shall be used in accordance with the manufacturer's use recommendations.
- 5.2.3. **RESTROOMS AND LOCKER ROOMS:** All porcelain fixtures, chrome and metal work, and glass shall be cleaned and free from streaks, dirt or grime using approved cleaners. Bowls, urinals and sinks shall be free from water stains, rings and biological stains. Floors, walls, and partitions shall be cleaned and free from stains, dirt, grime or streaks. Sanitizing shall be completed with an approved disinfectant. Restrooms shall be free of objectionable odors.
- 5.2.4. **KITCHENS AND LUNCHROOMS:** All fixtures, appliances, chrome and metal work, and glass shall be cleaned and polished to a shiny appearance free from streaks, dirt, grease and grime. Sinks shall be free from rings and stains and free from objectionable odor. Floors, walls, cabinets, tables, chairs and garbage receptacles shall be free from stains, dirt, grime, odors, grease and streaks. Microwave ovens shall be clean and free from "cooked on" foodstuffs.
- 5.2.5. **FLOORS AND CARPETS:** A satisfactory and acceptable floor or carpet will not have dust, streaks, marks or dirt in corners behind doors or under furniture. All paper clips, staples, etc. shall be picked up. The use of vacuuming equipment and/or treated dust mops will be used to keep the floors clean and free of all dust, dirt and loose foreign material, including all corners, crevices and other hard to reach areas, regardless of the surface. Waxed floors will show a "wet look" gloss and shall not be yellowed, streaked, cloudy, foggy, hazy, or otherwise show signs of films. Heavy use carpet areas will be spot cleaned as needed to maintain a dirt-free appearance between contractual cleanings. Baseboard shall be cleaned periodically to remove dirt, dust, and scuff marks.
- 5.2.6. **WET MOPPING:** Satisfactory and acceptable wet mopping will present a clean floor free from streaks, smears and dried dirt. Safe, all-purpose detergents will be used on all resilient and hard floor surfaces. During winter months when snow & ice control chemicals may be in use Contractor shall use an approved neutralizing product. Water will be changed daily at a minimum, between cleaning processes, or when the level of soil is such that more frequent water changes are required to maintain satisfactory cleaning. These same standards shall apply to cleaning of stairways and chair mats.
- 5.2.7. **SPOT CLEANING:** When a spot or stain is detected in the carpet, effort shall be made to identify the stain and use an appropriate spot cleaner to eliminate the stain. If the stain

cannot be cleaned, the City Administrator shall be notified of the approximate location of the stain and methods attempted to remove it.

**5.2.8. GLASS:** A satisfactory and acceptable glass, mirror or vitreous surface will be free from streaks, smears, and spots. All interior glass and at entrances shall be cleaned.

**5.2.9. MISCELLANEOUS CLEAN UP, RESTRICTIONS AND REQUESTS:**

**5.2.9.1. Use wet floor warning signs whenever floors are mopped and dampened.**

**5.2.9.2. Pick up swept dirt.**

**5.2.9.3. Empty mop bucket and rinse out mop in designated sinks or basins.**

**5.2.9.4. Clear all sink drains of debris.**

**5.2.9.5. Restore any materials to proper storage location.**

**5.2.9.6. Turn-off all lights.**

**5.2.9.7. Keep clean and orderly the dumpster sites.**

**5.2.9.8. Keep storage areas and janitor's closets clean, safe and organized.**

**5.2.9.9. Never leave keys or access cards off your person. Lost or stolen keys or access cards shall be REPORTED TO THE POLICE DEPARTMENT IMMEDIATELY. Do not go into cabinets, closets, or storage areas that you have not been authorized to access.**

**5.2.9.10. Do not remove paper, boxes, or other items from the floor that are not in wastebaskets.**

**5.2.9.11. Place all "found" valuables on desk in the Clerk's Office at the City Hall.**

**5.2.9.12. Place a sign on both the front and rear windshield of your car if you drive to a work location showing "JANITOR".**

**5.2.9.13. Do not use office telephones for personal calls.**

**5.2.9.14. Do not allow anyone except Contractor's personnel or authorized City employees to enter the building if the building has been locked or secured**

**5.2.9.15. Note immediately if anything was broken or damaged when Contractor's personnel entered a work location, and NOTIFY THE POLICE DEPARTMENT within one (1) hour.**

**5.2.9.16. If Contractor's personnel feel harassed or witness a crime, CALL THE POLICE DEPARTMENT IMMEDIATELY**

**5.3. The City will provide at each facility the secure locations for storage of Contractor's equipment, cleaning supplies, and consumable materials, as well as all containers for refuse disposal both inside and outside the facilities, including recycling containers when applicable.**

**5.4. If for any reason the City objects to the use of a cleaning or janitorial product, the Contractor shall discontinue use and find a substitute acceptable to the City. All products supplied or used under this Contract shall be new in their original containers and within product expiration dates.**

**5.5. SAFETY, LABELING & COMPLIANCE: All supplies of the Contractor and stored at the City facilities shall meet all applicable standards for product safety, and which shall be deemed stored safely in the City facilities without modifications. Any items determined not to be in compliance**

shall be corrected or removed. Contractor shall furnish the City copies of Safety Data Sheets (SDS, formerly MSDS), for all products used, prior to beginning service, and shall update copies of the SDS annually and at any time a new chemical or cleaning product is to be used.

- 5.6. **Building Alarms:** Contractor's personnel are responsible for arming and disarming alarm systems at the City facilities. For each false alarm that occurs due to the action of the Contractor's personnel, the Contractor shall be charged the fines assessed by the Fire Protection District.
- 5.7. **Inspections & Corrections:** Periodic inspections shall assess the Contractor's performance in meeting these standards. The Contractor and the City shall jointly establish a system whereby the City can give notice to the Contractor indicating problems, complaints and other discrepancies. The Contractor shall formally respond to these requests and notices. Any deficiencies noted in any inspection shall be corrected within twenty-four (24) hours, or by such time mutually agreed to by the City.
- 5.8. The Contractor shall accept the facilities and appurtenances in their current condition. No compensation will be allowed for modifications or repairs to meet Contractor's requirements. Under no circumstances will any facility's components be upgraded, enhanced, or improved, after the bid has been awarded, to the Contractor's specifications or for the benefit of the Contractor.

## **6. CONSUMABLE MATERIALS – OPTION BID**

- 6.1. All bidders shall provide with this bid the annual costs to furnish consumable products for City facility use which will be replenished as part of routine cleaning and janitorial services including hand soap, shower soap and urinal blocks. The City has previously provided consumable materials through other purchasing contracts; however, it may be in the best interest of the City for the Contractor to purchase and replenish these consumable supplies as part of the Cleaning and Janitorial Services Contract.
- 6.2. All products furnished shall be compatible with existing dispensing units or containers, and replenished during the course of routine services under this Contract. This item does not include facial tissues.
- 6.3. Contractor's selected products for consumable supplies shall be of the highest quality. The selected bidder (Contractor) may be requested to make available at no cost to the City sufficient samples of the proposed paper towels, liquid hand soap, and deodorant urinal blocks to assess product quality.
- 6.4. The total contract award of this Cleaning and Janitorial Services Contract may include the Consumable Materials–Option Bid if bid prices for this Option are within the City budget and pricing is most advantageous to the City.

The City is exempt from paying Illinois Sales Tax and Federal Excise Taxes. Prices submitted shall not include any of these taxes. Prices bid must include all applicable costs to the City including shipping costs to City facilities if necessary.

## **7. SPECIAL CLEANING – OPTION BIDS**

**7.1. All bidders shall provide on the Bid Proposal Form the one-time costs per each special cleaning service at City facilities, which services are not specified as part of routine services of this contract, including washing exterior windows, stripping and refinishing vinyl tile floors, hot-water extraction cleaning of carpeted areas, and hot-water extraction cleaning of cloth office furniture during the carpet cleaning.**

**7.1.1. The City will move and replace furniture as may be requested by the Contractor.**

**7.1.2. Costs for special cleaning services shall include all labor, equipment, materials, and supplies. No additional mark-up or cost increases may be later requested for mobilization, transportation, fuel, unique equipment, overhead, profit, etc. for completing this work as may be scheduled outside of normal facility hours including on weekends.**

**7.2. Payment will be made based on the prices provided by the selected bidder (Contractor) of this Cleaning and Janitorial Services Contract, at such time these special services are needed.**

## **8. PAYMENT**

**8.1. Payment for all work completed and accepted will be made on the basis of the contract prices unless other agreements have been authorized in writing as specified herein. The Contractor shall submit the invoice to the City for all work completed during the month.**

**8.2. If scheduled work has not been completed in accordance with the approved schedule, payment will be withheld for the appropriate value of uncompleted work. At such time that the work is completed and accepted, payment will be made with the next scheduled monthly payment.**


**8.3. Any liquidated damages accrued and assessed as specified herein will be deducted from any monies due or to become due to the Contractor from the City.**

**CITY OF DARIEN  
CLEANING/JANITORIAL SERVICES  
BID SHEET**

September 1, 2021 - August 31, 2022

LOCATION	MONTHLY COST	TOTAL MONTHS	ANNUAL COST
City Hall – 3x week	\$ 618	12	\$ 7,416
Police Department – 5x week	\$ 1,000	12	\$ 12,000
Public Works – 5x week	\$ 490	12	\$ 5,880
<b>TOTAL</b>	<b>\$ 2,108</b>		<b>\$ 25,296</b>

Name: JOEL SANCHEZ  
(print)

Signature: 

Company Name: Eco Clean Maintenance

Address: 515 W Wrightwood Ave Elmhurst IL 60126

Office Phone: 773-616-9009

Cell Phone: 312-720-6920

Email: JSANCHEZ@ecocleanmaintenance.com



**CITY OF DARIEN  
CLEANING/JANITORIAL SERVICES  
BID SHEET**

**Optional Contract Extension – Year 2**

APPENDIX A DUTIES/ LOCATION	MONTHLY COST	TOTAL MONTHS	ANNUAL COST
City Hall – 3x week	\$ 668	12	\$8,016
Police Department – 5x week	\$ 1,050	12	\$12,600
Public Works – 5x week	\$ 490	12	\$5,880
<b>TOTAL</b>	<b>\$ 2,208</b>		<b>\$26,496</b>


**Optional Contract Extension – Year 3**

APPENDIX A DUTIES/ LOCATION	MONTHLY COST	TOTAL MONTHS	ANNUAL COST
City Hall – 3x week	\$ 693	12	\$8,316
Police Department – 5x week	\$ 1,100	12	\$13,200
Public Works – 5x week	\$ 515	12	\$6,180
<b>TOTAL</b>	<b>\$ 2,308</b>		<b>\$27,696</b>

**Optional Contract Extension – Year 4**

APPENDIX A DUTIES/ LOCATION	MONTHLY COST	TOTAL MONTHS	ANNUAL COST
City Hall – 3x week	\$ 718	12	\$8,616
Police Department – 5x week	\$ 1,150	12	\$13,800
Public Works – 5x week	\$ 540	12	\$6,480
<b>TOTAL</b>	<b>\$ 2,408</b>		<b>\$28,896</b>

Name: JOEL SANCHEZ  
(print)

Signature: 

Company Name: Eco Clean Maintenance

Address: 515 W Wrightwood Ave Elmhurst IL 60126

Office Phone: 773 - 616 - 9009

Cell Phone: 312 - 720 - 6980

Email: JSanchez@ecocleanmaintenance.com



# **Eco-Clean Maintenance, Inc.**

## **OPTION BID**

### **Consumable Materials**

**Year #1: \$7,200**

**Year #2: \$8,400**

**Year #3: \$9,600**

**Year #4: \$10,800**

### **Additional Services**

- **Stripping/Waxing of Floors=\$0.40 per sq. ft. (\$150 minimum)**
- **Carpet Cleaning=\$0.15 per sq. ft. (\$100 minimum)**
- **Windows=\$5 per window (Exterior/Interior)**
- **Machine Scrubbing of Floors=\$0.08 per sq. ft. (\$150 minimum)**

APPENDIX A

**CLEANING AND JANITORIAL TASK SCHEDULE**

	City Hall				Police Station				Public Works			
	Each Visit	Weekly	Monthly	April & October	Each Visit	Weekly	Monthly	April & October	Each Visit	Weekly	Monthly	April & October
<b>GENERAL HOUSEKEEPING</b>												
Gather all waste paper, insert liners, and remove to proper disposal or recycling area. Paper and other recyclable materials shall be collected, and stored for removal as designated.	•				•				•			
Dust as necessary exposed area of tables, countertops, file cabinets, bookcases and shelves, and return vents.	•				•				•			
Spot clean soiled areas	•				•				•			
Wipe clean working areas of tables, other work surfaces. Papers on these surfaces should not be disturbed.	•				•				•			
Clean, scour, and sanitize drinking fountains	•				•				•			
Spot clean interior door glass, glass partitions, office windows, and light switches.	•				•				•			
Damp clean top handrail on all stairways	•				•				•			
Wipe clean all desktops, if free of clutter		•				•				•		
Dust as necessary all horizontal blinds in offices and common areas		•				•				•		
Empty exterior waste containers and insert new liners if required		•				•				•		
Clean and sanitize telephones		•				•				•		
Dust all horizontal surfaces including sills, ledges, moldings, picture frames, wall hangings, and radiators (including washrooms and lunchrooms)		•				•				•		
Dust tops of all room divider partitions, including attached cabinets		•				•				•		
Dust tops of all lockers		•				•				•		
Clean & Polish Kickplates		•				•				•		
Clean and polish all railings with approved cleaner		•				•				•		
Clean all entrance door glass & interior glass surfaces (not exterior windows)		•				•				•		
Remove fingerprints from doors, moldings and from around light switch plates (including washrooms and lunchrooms)		•				•				•		
Damp wipe complete railings of all stairways		•				•				•		
Vacuum upholstered chairs and furniture			•				•				•	
Damp wipe and mop clean the elevator			•				•				•	
Clean all entrance door glass & interior glass surfaces (not exterior windows)			•				•				•	
Dust HVAC vents & returns for cobwebs, dust & dirt, up to 10 feet			•				•				•	
Dust exterior of all lighting fixtures			•				•				•	
Clean or vacuum all vertical surfaces of room dividers and partitions, including attached cabinets			•				•				•	
Vacuum dust from all window blinds				•				•				•

**CLEANING AND JANITORIAL TASK SCHEDULE**

	City Hall				Police Station				Public Works			
	Each Visit	Weekly	Monthly	April & October	Each Visit	Weekly	Monthly	April & October	Each Visit	Weekly	Monthly	April & October
<b>RESTROOMS, SINKS, KITCHENS/BREAKROOMS</b>												
Clean, sanitize and polish all metal and vitreous fixtures including toilet bowls, urinals, hand basins, and sinks	•				•				•			
Clean and sanitize toilet seats (both sides) and all counter areas	•				•				•			
Clean mirrors	•				•				•			
Empty all waste containers and insert liners	•				•				•			
Dust tops of partitions as necessary	•				•				•			
Spot clean partition doors as necessary	•				•				•			
Spot clean walls around sinks and walls around and under towel cabinets and urinals	•				•				•			
Clean and refill all dispensers	•				•				•			
Clean interior and exterior of microwaves	•				•				•			
Empty and clean coffee makers and coffee pots	•				•				•			
Spot clean exterior of refrigerators and dishwashers	•				•				•			
Damp clean exterior of waste containers		•				•				•		
Damp clean seats and backs of plastic chairs in breakrooms		•				•				•		
Damp clean partitions and partition doors and remove all writing where possible		•				•				•		
Spot clean all walls		•				•				•		
Damp clean seats and handles of exercise equipment in wellness room						•				•		
Change urinal blocks							•				•	
Thoroughly clean all washroom, locker room partitions and walls							•				•	
Clean exterior of all lockers							•				•	
<b>FLOORCARE RESILIENT AND HARD</b>												
Dust mop with treated mop, or sweep all open hard floor surfaces including stairways	•				•				•			
Mop all hard floor surfaces & entryways (mats to be picked up).	•				•				•			
Clean floor mats with vacuum	•				•				•			
Detergent mop and rinse and disinfect all washroom floor and locker room floors	•				•				•			
Damp clean all stair steps		•				•				•		
Machine spray buff all resilient tile areas			•				•				•	
Machine scrub and refinish all washroom floors (no wax). Scrub and clean all baseboards with appropriate mark remover if necessary			•				•				•	
<b>MAINTENANCE CARPETS</b>												
Remove any spots with cleaner as needed	•				•				•			
Vacuum traffic areas and all meeting rooms	•				•				•			
Detail vacuum all corners and under chairs and tables		•				•				•		
Lift and vacuum under all plastic chair mats, damp wipe mat		•				•				•		
Damp clean all baseboards. Scrub and clean all baseboards with a City approved mark remover		•				•				•		

**REFERENCES (Please print)**

ORGANIZATION: \* PLEASE See REFERENCES ON NEXT PAGE \*

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \* References ON Next PAGE \*

CONTACT PERSON: \_\_\_\_\_

DATE OF PROJECT: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DATE OF PROJECT: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DATE OF PROJECT: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

DATE OF PROJECT: \_\_\_\_\_

Bidder's Name: Eco Clean Maintenance

Signature & Date: Jed Sanchez 7/8/21

## **REFERENCES**

### **Village of Broadview**

2350 S. 25<sup>th</sup> Ave.

Broadview, Illinois 60155

Phone: (708) 681-3600

Contact: Kevin McGrier

Job Description: Offices, Facilities

Contract Period: June 2019-Present

Building Size: 40,000 sq. ft.

### **Batavia Park District**

327 W. Wilson St.

Batavia, IL 60510

Phone: (630) 879-5235

Contact: Brittany Meyer

Job Description: Offices, Facilities

Contract Period: January 2017-Present

Buildings Size: 50,000 sq. ft.

### **The Oaks Recreation and Fitness Center**

10847 LaPorte Rd.

Mokena, IL 60448

Phone: (708) 372-8867

Contact: Jim VanGennep

Job Description: Fitness Club Center

Contract Period: March 2010-Present (extended/renewed)

Building Size: 60,000 sq. ft.

### **LaGrange School District 102**

333 N. Park Rd.

La Grange Park, IL 60526

Phone: 708-215-7005

Contact: Mark Pavljasevic

Job Description: Schools, Offices, Facilities

Contract Period: August 2019-Present

Building Size: 200,000 sq. ft.

### **Will County Office of the County Executive**

302 N. Chicago Street Ave.

Joliet, IL 60432

Contact: Kathy Henderson

Phone: (815) 671-9512

Job Description: Offices, Facilities, Courthouse, Sheriff's Complex, Health Dept.

Contract Period: December 2016- Present

Buildings Size: 450,000 sq. ft.

# **ECO-CLEAN MAINTENANCE, INC.**

## **I. COMPANY BACKGROUND**

Eco-Clean Maintenance, Inc. has been engaged in the contracting business under the present name for over 12 years. It is a corporation established on December 12, 2008 in State of Illinois. The Company's Owner/President, Eric Grabowski has 20 years of experience in commercial cleaning business.

### **COMPANY INFORMATION:**

Eco-Clean Maintenance, Inc.

Attn.: Eric Grabowski

Phone: 773-310-2002

515 W. Wrightwood Ave.

Elmhurst, IL 60126

Currently we employ 85 full and part-time janitorial staff members and 10 support staff members. Our Company's Safety Supervisors are responsible for training of the new as well as the existing employees on a regular basis. Moreover, in order to provide our clients with the best quality of services, our supervisors are also required to complete the follow-up training every 6 months during their employment.

In Eco-Clean Maintenance, Inc. we believe that from major construction projects to daily commercial cleaning is of the utmost importance in maintaining a professional business facility. Therefore, our cleaning abilities are limitless: from post-construction projects to regular daily office cleaning. We utilize the latest in state-of-the-art equipment as well as products including but not limited to 3M, Rubbermaid, Johnson Diversey, and Spartan. Our commercial cleaning services include: carpet cleaning, window cleaning, power washing, tiles and grout, post-construction cleanup, and 24-hour emergency service.

*QUALITY CONTROL AND EXCELLENT ON PREMISES SUPERVISION* are only two of a long list of reasons that separate us from our competition.

In Eco-Clean Maintenance, Inc. we believe that we offer outstanding customer service and satisfaction that our clients deserve, expect and will receive.

**YOUR SATISFACTION MEANS OUR SUCCESS!**



## II. COMPANY OVERVIEW

Our HR Department, Hiring Manager is responsible for recruiting process, which includes the interview stage and employees screening procedures. Among all required forms, we always insist on filing out Form I-9 to verify prospective candidate's legal status. At all times, without exception, we require at least 4 documents showing claimed legal status. Upon the satisfactory results from character screening, verification of previous employment and recommendation letters, the candidate is interviewed by our Hiring Manager.

In Eco-Clean Maintenance, Inc. we believe that personnel's attire stands for Company's good image. Therefore our employees are required to wear Company's uniform: T-shirts with company's logo and the matching work pants. Also, the Identification Badge is attached to the uniform.

Israel Cortez will be assigned to your facilities as an Area Supervisor. He has been working for our company for over 5 years and has 9 years of experience. He will be engaged in monitoring service levels and staff performance as well as he will be also responsible for communication between the Client and the cleaning crew.

Our Company will not provide any cleaning staff at your facility without prior training. At least two weeks prior to the first day of the contract, each employee will be required to take training classes and pass the performance test. In Eco-Clean Maintenance, Inc. we believe that employees are the most important factor of Company's outstanding performance. Therefore, in order to meet with the Clients' requirements, proper, and professional training is mandatory. Our Clients can be assured that all our personnel is required to complete 2 weeks of extensive training program prior to being assigned to new task. The employees who will be actively engaged in the janitorial services at your facility are our highly trained and skilled staff members with average 5 years of experience who have performed satisfactorily on other contracts the company was awarded. Crew members who will be assigned to the facilities will be required to pass the ongoing training and education program to ensure compliance with state and federal training requirements. Therefore, our company will employ a mandatory training for all



contracted employees at least quarterly. Crew members who will be assigned to your facilities speak English fluently.

Eco will train 2 additional cleaning members who will be ready to fulfill the duties in case of absenteeism of main cleaning crew. Our company operates 24 hours a day. Both, the Supervisor and the Assistant Supervisor will be available 24 hrs. Eco-Clean Maintenance, Inc. will offer emergency clean-up services at your facility during normal business hours within 2-4 hours notice during the weekday, weekday evening, and weekend evening.

As a recognized Company among the janitorial and custodial services providers, our Company has established Quality Assurance Program in order to provide our Clients with professional and outstanding services. In order to meet with the Clients' requirements and regularly expand superior standards of service, we systematically examine the level of our services.

In Eco-Clean Maintenance, Inc. we are aware of diversity of services required by different Clients. Therefore, we organize a "Personalized Quality Plan" for our Clients in order to meet with the mandatory responsibilities. We combine the procedure with the methods and frequencies for required work using the quality standards.

Another way of keeping our employees safe and providing our clients with the best quality of service is through our safe work procedures. Our employees are required to recognize the simple procedures, like how to protect their own health and provide the safety work environment when performing particular job. In Eco-Clean Maintenance, Inc. we provide our workers with customized operating procedures guidelines which differ from one another and depend in the type of performing work. The standards procedures include the following regulations:

- Material handling;
- Electrical safety;
- Emergency evacuation;
- Variety of required and allowed products, etc.

File Number

6647-166-7



**To all to whom these Presents Shall Come, Greeting:**

**I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that**

**ECO-CLEAN MAINTENANCE INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 2008, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.**



**In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of MARCH A.D. 2017 .**

*Jesse White*

SECRETARY OF STATE

# Certificate of Completion



This Certifies That

Agnieszka B Dudek

is awarded this certificate for

OSHA - 10 Hour General Industry Outreach Training Program w/ PDF Study Guide

Credit Hours: 10

Completion Date: 12/29/2010 09:34 CST

Certificate Number:

  
Student Signature



Michael Millsap, Trainer C 0034819 and G 0021414





**GreenBusinessBureau**

**Eco-Clean Maintenance Inc.**

*Having demonstrated their commitment to promoting and implementing business practices that are environmentally responsible, and having met the standards set forth by the Green Business Bureau, is hereby granted membership and recognized as a member in good standing.*

*Marcos Cardero*

Marcos Cardero, LBEO AP, CEO and Co-founder

**MEMBER SINCE 2013**

## **ECO-CLEAN MAINTENANCE, INC.**

### **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Eco-Clean Maintenance, Inc. is committed to providing a non-discriminatory employment environment for its employees.

The policy of Eco-Clean Maintenance, Inc. is to fully comply with applicable federal state and local laws, rules and regulations in the area of non-discrimination in employment. Discrimination against employees and applicants due to race, color, religion, sex [including sexual harassment], national origin, disability, age [40 years or older], military and veteran status is prohibited. Violations of this policy will be subject to discipline, up to and including termination.

Equal employment opportunity and non-discriminatory commitments include, but are not limited to, the areas of hiring, promotion, demotion or transfer, recruitment, discipline, layoff or termination, rate of compensation and company sponsored training.

All employees are expected to comply with Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting Eco-Clean Maintenance, Inc.'s equal employment opportunity objectives.

An employee who believes he or she has been discriminated against must immediately report any incident to the company's Human Resources Manager.

The company will not tolerate retaliation against any employee who reports acts of discrimination to provide information in connection with any such complaint.

If you have any questions regarding this policy, please contact Eco-Clean Maintenance, Inc.'s Human Resources Manager.

*Eco-Clean Maintenance, Inc. is an equal opportunity employer.*

# **Eco-Clean Maintenance, Inc.**

## **Quality Control**

Quality control is important because high quality service is the name of the game. Thus, it needs to be monitored at the highest level. The first step in quality control is training. Getting the staff properly trained is paramount to high quality work. Each staff member undergoes training and testing phase before going out into the field. Once they have successfully passed their written and field tests they are placed on crew, where they work under the supervision of a crew leader and field supervisor. Right off the bat, you know you are getting a trained and tested staff. Beyond that, there are frequent check-ups and professional development training that occur on an ongoing basis for the entirety of one's career at Eco Clean.

Once our staff is trained and out in the field, they need to understand the scope of the job. Therefore, communication is a key in the providing high quality service. The first line of communication is a clear outline of the duties. This is achieved by easy-to-read daily cleaning checklists for the staff to follow. This allows the staff to clearly see what needs to be done that day, as well as gives the crew chief/supervisor an easy method to monitor that the work is being completed properly. The staff will use the checklist to execute the cleaning, while the supervisor will use the same checklist to monitor that the work has been completed and the level of satisfaction of the work. These checklists and notes can also be reviewed by the customer if they are interested to see the progress of the day-to-day operation of the project. Furthermore, we are always available to receive feedback from our customers, whether it be via telephone or email. We pride ourselves on our responsiveness, as we know our success is based wholly on your satisfaction.

Now our trained staff and supervisors are armed with a clear plan of action to attack this project. What happens when the plan is not perfectly executed? If work is not completed, or is not completed to a satisfactory level, the supervisor will determine the course of action to remedy the situation. These courses of action range from altering the order of cleaning, to improving cleaning technique, to improving time management, etc. Here is where our crew chiefs/supervisors act as teachers/coaches and guide our staff towards the goal of providing the highest level of service possible.

Therefore our quality control plan is a three pronged attack: Training, communication and guidance/rectification.

# **ECO-CLEAN MAINTENANCE, INC.**

## **SUBSTANCE ABUSE PREVENTION POLICY**

- 1) ECO-CLEAN MAINTENANCE, INC. is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services.**
  
- 2) Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, Eco-Clean Maintenance, Inc. is committed to ensuring a substance-free working environment for all of its employees**
  
- 3) ECO-CLEAN MAINTENANCE, INC. therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner.**
  
- 4) In addition, ECO-CLEAN MAINTENANCE, INC. strictly prohibits the abuse of alcohol or prescription drugs.**
  
- 5) Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.**



# ECO-CLEAN MAINTENANCE, INC.

## TRAINING OUTLINE AGENDA

### TRAINING SESSION NOVEMBER 7, 2018

(Initial training for employees begins prior to the first day on the job, and periodic training sessions are conducted thereafter, either on an individual or a group basis)

#### **I. Training Overview introduced by Company's President**

Training improves morale, teaches methods, develops supervisory skills, builds team spirit, and increases supervisory knowledge and confidence. Our training program was designed to achieve standardization of training for all custodial workers, and is presented by our Training Coordinator and first-line supervisors.

To function effectively, all employees must know when to work, where to work, for whom to work, what work to do, and how best to complete the work. The objective is to quickly orient both inexperienced and experienced workers to the high quality standards of provided services.

Classroom training in cleaning methods and safety procedures reduces the time required to be spent with each employee, allowing for a smooth transition from trainee to a productive staff member.

#### **II. Industry Overview**

- A. Factors affecting cleaning
- B. Commercial Cleaning
- C. Advantages and disadvantages

#### **III. Cleaning Processes - General cleaning procedures**

- A. Wet
- B. Dry
- C. Low Moisture
- D. Other

#### **IV. Systems Approach to Cleaning - Cleaning methods and use of products and equipment**

- A. Manufacture
- B. Installation
- C. Prevention
- D. Vacuuming
- E. Spotting
- F. Cleaning
- G. Finishing
- H. Crew Procedures
- I. Equipment Care

**V. Spot and Stain Removal**

- A. The Basics
- B. Chemicals
- C. Permanent Damage
- D. Urine
- E. Other Specialized Spots

**VI. Safety**

- A. Chemical (Proper use of dilution of cleaning chemicals)
- B. IAQ/Indoor Environmental Quality
- C. Equipment
- D. Slip, Trip and Fall
- E. PPE
- F. MSDS
- G. Reporting
- H. Soil and Cleaning Theory

**VII. Carpet Color and Dying**

- A. Spot
- B. Full Room
- C. Side Match

**VIII. Water Damage Restoration Basics**

**NOTE:** After the training sessions are completed, a self assessment by the trainee is requested by the trainer, followed by a Trainer evaluation which determines the competencies of each new staff member. Trainee's that do not meet our required level of comprehension are NOT permitted to move on to "in field" training until our Training Coordinator feels that they are ready to do so.

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 ***RESOLUTION NO. R-60-21 — “A RESOLUTION ACCEPTING A PROPOSAL FROM ECO CLEAN MAINTENANCE TO PROVIDE JANITORIAL SERVICES FOR THE CITY OF DARIEN BEGINNING SEPTEMBER 1, 2021”*** of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on August 16, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 16<sup>th</sup> day of August, 2021.



*JoAnne E. Ragona*  
\_\_\_\_\_  
City Clerk



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Illinois, LLC 4350 Weaver Pkwy Warrenville IL 60555		<b>CONTACT NAME:</b> Certificate Team <b>PHONE (A/C. No. Ext):</b> 630-355-2077 <b>E-MAIL ADDRESS:</b> certs.apil@assuredpartners.com		<b>FAX (A/C. No):</b> 630-355-7996
		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A :</b> West Bend Mutual Insurance Company		15350
<b>INSURED</b> ECO Clean Maintenance, Inc 515 W. Wrightwood Ave. Elmhurst IL 60126		<b>INSURER B :</b> AmTrust Insurance Company		15954
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1620958199 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		A898760	3/11/2024	3/11/2025	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			A898760	3/11/2024	3/11/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A898760	3/11/2024	3/11/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	KWC1345179	2/20/2024	2/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Business Personal Property			A898760	3/11/2024	3/11/2025	Limit: Deductible:	\$21,200 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Darien, its officials, employees, agents and volunteers are listed as additional insured as it pertains to the general liability policy per written contract

## CERTIFICATE HOLDER

## CANCELLATION

City of Darien  
1702 Plainfield Rd  
Darien IL 60561

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## CITY OF DARIEN

### RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

#### I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

#### II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

#### III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

#### **IV. PUBLIC HEARING REQUIREMENTS.**

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

**Approved by a Motion on November 17, 2014**

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### **Policy establishing guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor**

#### **I. Purpose**

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. The issuance of ceremonial documents, proclamations and supporting resolutions recognize and celebrate significant achievements, milestones, and events within the City of Darien.

#### **II. Policy**

It is the policy of the City Council to consider requests for ceremonial documents, proclamations, and supporting resolutions only when:

1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
2. such issuance proclaims certain events or causes when such proclamations pertain to a Darien event, person, organization, or cause with direct local implications at determined by the city.
  - a. Examples of acceptable recognition include, but is not limited to:

- Matters of public awareness about an issue for a community organization.
  - Arts, cultural or historical occasions.
  - A commemoration of a specific accomplishment, time, period, or event that impacts Darien residents.
  - Recognizing the diverse cultures in Darien
  - Recognition of action/service above and beyond the call of duty
  - Recognition of extraordinary action or achievement.
- b. Examples of unacceptable recognition include, but is not limited to:
- Events or organizations with no direct relationship to or location within the corporate limits of the City of Darien
  - Campaigns for events contrary to Darien's policy or the wellbeing of its businesses or residents
  - Political, religious or foreign issues not within the immediate responsibility or sphere of influence of the City as determined by the City.
  - Anything that may suggest an official city position on a matter under consideration by the city

All requests for a ceremonial document, proclamation, or a supporting resolution shall be submitted to the Mayor.

**Approved by Resolution No. R-57-24 on June 3, 2024**