

AGENDA
Municipal Services Committee
April 24, 2017

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **PZC 2017-01 902 Walnut Drive** Petitioners seek approval of a variation to allow boat storage in their front yard
 - b. **Resolution** – Approval of a resolution authorizing the mayor to accept a proposal from Superior Road Striping in an amount not to exceed \$14,500.00 for the 2017 Street Striping Program
 - c. **Resolution** – Approval of a resolution authorizing a contract extension with Denler, Inc. in an amount not to exceed \$150,960 for the 2017 Crack Fill Program
 - d. **Resolution** – Approval of a resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Village of Westmont regarding street and water main improvements in the Knottingham Subdivision.
 - e. **Resolution** – Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$9,500 for the surveying, engineering and pre final plans for the Devonshire Storm Sewer Improvements
 - f. **Resolution** – Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$92,000 for the surveying, engineering, plans and bid documents for the replacement of water main on Plainfield Road from 75th Street to east of Tennessee Avenue and a Contingency in the amount of \$20,000 for exploratory excavations related to engineering efforts
 - g. **Resolution** – Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$8,800.00 for design engineering services related to chlorination equipment at Plant 2-Plainfield and Cass Ave and the 75th Street Pumping Station, adjacent to Home Depot Plant
 - h. **Resolution** - A resolution authorizing the purchase of one (1) Waterdog Sprayer from Air One Equipment in an amount not to exceed \$7,255
 - i. **Resolution** – A resolution authorizing the purchase of one new (1) SkyJack battery powered scissor lift from O’Leary’s Contractors Equipment and Supply in an amount not to exceed \$14,025

Municipal Services Committee Meeting

April 24, 2017

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j. Minutes – March 27, 2017 Municipal Services Committee

4. Director's Report

5. Next scheduled meeting – May 22, 2017

6. Adjournment

AGENDA MEMO
Municipal Services Committee
April 24, 2017

Case

PZC 2017-01 902 Walnut Drive (Rolowicz)

Issue Statement

Petitioners seek approval of a variation to allow boat storage in their front yard.

General Information

Petitioners/Property Owners:	John and Toni Rolowicz	
Property Location:	902 Walnut Drive, northwest corner at Comstock Lane	
PIN:	09-27-312-012	
Zoning / Land Use:	Site:	R-2 / single-family residence
	North and East:	R-2 / single-family residence
	South and West:	R-2 / single-family residence
Comprehensive Plan:	Low Density Residential	
Size of Property:	83 feet x 132 feet = 11,014 square feet (R-2 = 10,000 min)	
Natural Features:	Trees in front and cornerside yard, no floodplain, relatively flat, impervious lot coverage = 37% (R-2 max 50%)	
Transportation:	Side loading garage with driveway to Walnut Lane	
History:	Notice sent in 2000 for non-conforming canopy in front	

Documents Submitted by Petitioners and attached to this memo

1. Petition and letter dated February 24, 2017
2. Plat of Survey prepared by Schomig Land Surveyors in 1998, with hand drawn site plan of proposed driveway paving project dated February 27, 2017
3. Construction proposal for driveway and front walk extension dated October 12, 2016
4. Letter from City of Darien dated August 31, 2000.

Zoning Provisions

Section 5A-5-11:	RV's may be stored in rear or interior side yards only.
Section 5A-5-11 (A)5:	All RV's shall be stored on hard surface meeting setbacks for driveways.
Section 5A-11-3 (A)4:	Driveway shall be 5 feet from property line and not in platted easement.
Section 5A-2-2-3:	Variation Authority and Standards.

Development Description

The Petitioner's single family house has setbacks of 35 feet in front, 12 feet in cornerside, 10 feet in interior side, and 40 feet in rear. Two boats are stored in the front yard along the house wall with the largest boat about 19 feet long, 6 feet wide, and 5 feet tall. The storage area is gravel about 9 feet wide and the petitioners would like to pave it with concrete. There is a row of arborvitae evergreen trees about 12 feet high along the south/west edge of said storage area. There is a wood privacy fence 6 feet tall around the perimeter of the interior side and rear yards. There are 4 sheds in the interior side and rear yards and 2 trailers in the interior side yard.

Notice and Prior Public Comments

Proper notices were given for the public hearing as required by Code. No public comments have been received as of March 29, 2017.

Staff Plan Review Comments

Character of the neighborhood appears to be all conforming front yards with no front yard RV storage and no front setback reductions.

Three alternative locations were considered.

1. A boat or two would fit in between the house and the interior side lot line, however a variation to the 5 foot setback requirement would be needed and access would be across the front yard.
2. Boats would fit in the rear yard with access across the cornerside yard.
The petitioners do not want build a new driveway to either of these alternative locations.
3. Storage of boat off-site.

Reasons for approval:

- Boats are already there.
- The evergreen trees provide a good screen from the south and west.
- Alternative locations 1 or 2 would require another driveway.

Reasons for denial:

- There is no assurance the evergreen trees would be maintained as a screen.
- It is the only front yard RV storage in the area.
- The lot is not unique or limiting due to size, shape, or slope.
- The intent of the code is to prevent, reduce, and eliminate front yard RV storage.

The motion to recommend approval or denial of the petition should be based on express findings of specific practical difficulties or particular hardships present on the property and whether the proposed variation does or does not outweigh the community benefits of conforming to the Code as referenced in the authority and standards for variations in the Darien Zoning Code and the Illinois Municipal Code.

Documents attached to this memo by staff

- Code sections, photos, site plan notes, and Turfstone product brochure
- Planning and Zoning Commission minutes of April 5, 2017

PZC Recommendation

The petitioners testified at the Planning and Zoning Commission hearing on April 5 that they received a letter from the City in 2000 saying the boat location was acceptable and the City code was changed in 2008 to not allow boats in front yard and cornerside yards. Commissioners

commented that this may be a grandfathering situation. Petitioners were unwilling to put in a driveway off Comstock Lane to access a boat storage area that could fit in their back yard. Commissioners voted 6-0 to recommend approval as presented with a condition that the landscape screening on 2 of the 3 sides of the storage area be maintained.

Decision Mode

Planning and Zoning Commission:	April 5, 2017
Municipal Services Committee:	April 24, 2017
City Council:	May 1, 2017

CITY OF DARIEN, ILLINOIS, Community Development Department

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

Staff Use Only	
Case No.:	PZC 2017-01
Date Received:	2/27/17
Fee Paid:	\$360.
Check No.:	4610
Hearing Date:	4/5/17

PETITIONER INFORMATION

John + Toni Rolowicz
Petitioner's Name

Toni Rolowicz
Contact Name

902 Walnut Dr.
Address, City, State, Zip Code

630-707-8664
Phone #

Fax #
rolowicz@hughes.net
Email

John + Toni Rolowicz
Owner's Name

902 Walnut Dr.
Address, City, State, Zip Code

630-724-9688
Phone #

rolowicz@hughes.net
Email

PROPERTY INFORMATION

902 Walnut Dr.
Property address

09-27-312-012
PIN(s)

Acreage

Zoning

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

REQUEST

Brief description of the request(s):

- Variation
- Simple Variation
- Special Use
- Rezoning

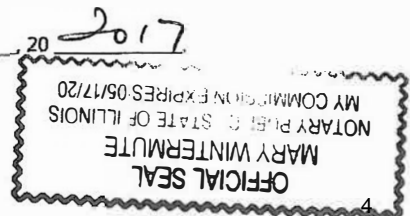
Parking area along side of garage is on the front yard side. Replacing driveway and would like to replace river rock with concrete. It would improve the area. There are diff. arborvitaes in front of this area so it is not usable to anyone.

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

[Signature]
Signature

Subscribed and sworn to before this 27 day of February, 2017

[Signature]
Notary Public



February 24, 2017

To whom It May Concern,

Our names are John and Toni Rolowicz. We have lived in our home in Darien for almost 19 years. We have raised our children here. We have always paid our taxes, maintained our home and the surrounding areas, been good neighbors and good citizens. When we moved in, the Darien Building Inspector said that we could add another car to our garage which is on the south end of the house. Instead of building onto the garage, we chose to put river rock along the garage. Arborvitae bushes were then put in to create a green wall seen from the street. They have been there for 18 years and are about 12 feet tall. I am replacing my concrete driveway because it has sunk in spots and is peeling everywhere. It would improve the curb appeal of our home if this area of stone was changed to concrete to match the driveway. This is why I seek a variance to improve the character of our home.

Thank you,

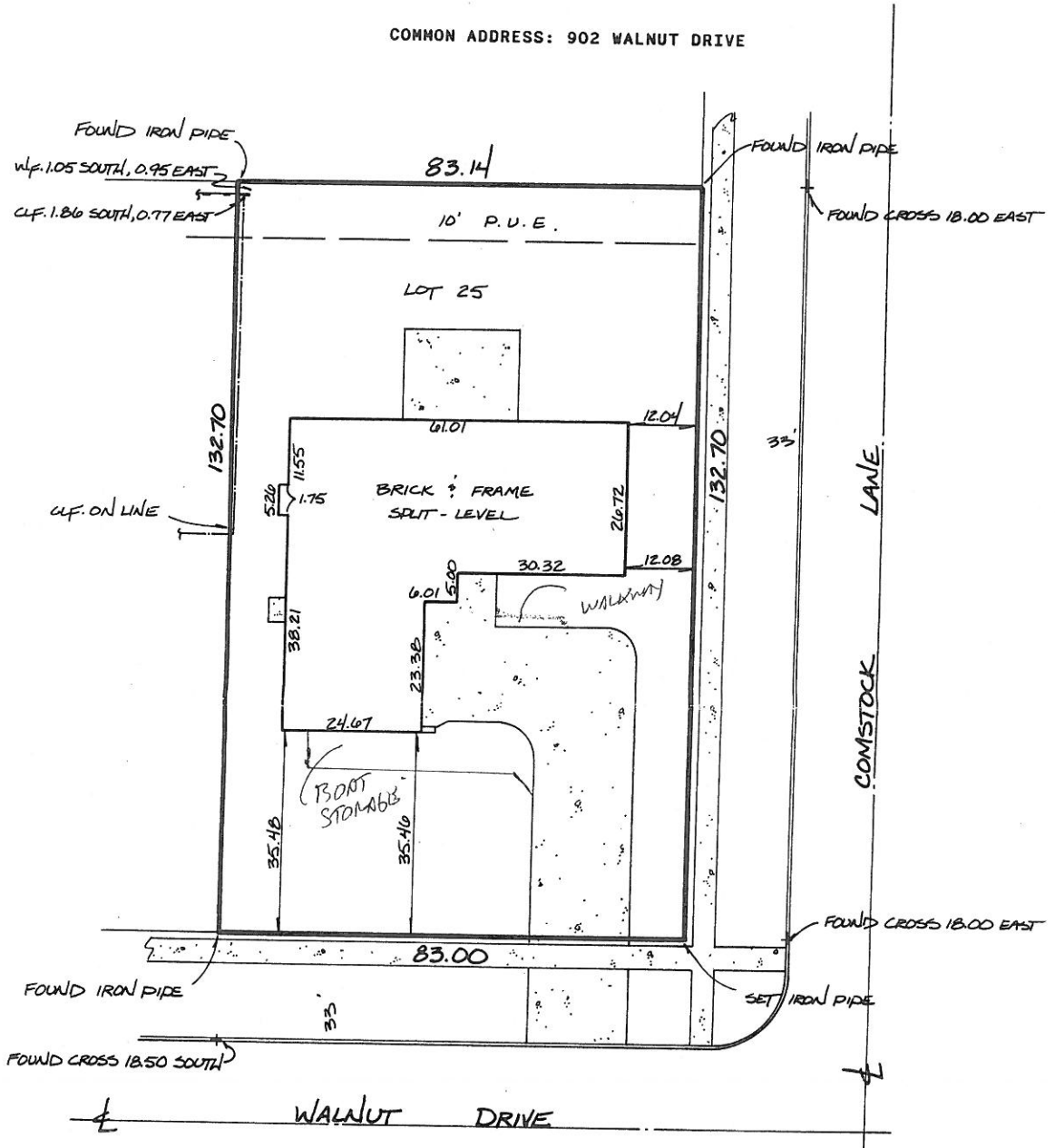
John and Toni Rolowicz

Boat cannot go to the side of the house because we would have to put in a whole new drive along the side of our neighbor. If we concreted the river road and tried to turn the boat to the back of house it would not make it with the wing of house. Other side has full grown trees.

Plat of Survey

LOT 25 IN GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NUMBER 12, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1977 AS DOCUMENT R77-57822 AND CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 1977 AS DOCUMENT R77-77509, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 902 WALNUT DRIVE



COMPARE LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. A TITLE COMMITMENT WAS NOT FURNISHED FOR USE IN PREPARATION OF THIS SURVEY. IF A TITLE COMMITMENT WAS NOT FURNISHED, THERE MAY BE EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT. THIS PLAT DOES NOT SHOW BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES. LOCAL AUTHORITIES MUST BE CONSULTED REGARDING ANY RESTRICTIONS. DO NOT SCALE DIMENSIONS FROM THIS PLAT. NO EXTRAPOLATIONS SHOULD BE MADE FROM THE INFORMATION SHOWN WITHOUT PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. THIS PLAT IS NOT TRANSFERABLE. ONLY PRINTS WITH AN EMBOSSED SEAL ARE OFFICIAL COPIES. © COPYRIGHT, ALL RIGHTS RESERVED

SURVEYED: AUGUST 12, 1998

BUILDING LOCATED: AUGUST 12, 1998

ORDERED BY: Boeger, Heerwagen, Lusthoff

PLAT NUMBER: 983027

SCALE 1"= 20'

STATE OF ILLINOIS }
 COUNTY OF COOK } ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS, HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND THAT THE SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.

I.P. = IRON PIPE
 C.L.F. = CHAIN LINK FENCE
 W.F. = WOOD FENCE
 D.E. = DRAINAGE EASEMENT
 B.L. = BUILDING LINE
 P.U.E. = PUBLIC UTILITY EASEMENT



City of Danien
 Received
 FEB 27 2017
 Community Development

Russell Schomig
 PROFESSIONAL ILLINOIS LAND SURVEYOR

- SPRING -

PROPOSAL

ROLOWICZ@NDGNDIS.MET

Quote #

6



www.fortisgroundworks.com

1235-A Humbracht Circle ♦ Bartlett, IL 60103
Phone: (630) 213-9540 ♦ Fax: (630) 213-9570

fortisconcrete@yahoo.com

Name: ROLOWICZ
 Address: 902 WALNUT
 City: DARION
 Phone: (H) 630-707-8664 (C) _____
 E-mail: _____
 Date: 10-12-16 Representative: ANDRO

We propose to provide the labor and material to complete the following project to city codes:

ITEMS	REMOVAL / HAUL AWAY ITEMS (OFFICE USE ONLY)				
	Concrete	Asphalt	Dirt	Other	
<input checked="" type="checkbox"/> Driveway <u>39.6x18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Drive Ext. <u>38x18</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Asphalt <u>4.5x8.6, 17x2</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>STONE</u>
<input checked="" type="checkbox"/> Asphalt <u>22.0</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Apron Ext.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Front Walk <u>17x3.6</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Side Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Back Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Public Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio Ext.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio Borders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Garage Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Front Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Side Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Back Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Steps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Curbs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Footings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Other					

Concrete Specs:
 Install: 4000 PSI Cement Mix
 Thickness 4" Control Joints
 5" Expansion Joints
 6" Stone Base
 Vapor Barriers
 Reinforcement
 Fiber Mesh Wire Mesh
 Dowels Rebar
 Finish Type:
 California Regular Brush
 Exposed Aggregate
 Stamp with Color
 Pattern _____
 Color _____
 Release _____

Asphalt Specs:
 Prepare Stone Base & Compact with Vibratory Roller:
 Install New Stone Base
 Add Stone as Needed for Proper Base
 Install Asphalt & Compact with Vibratory Roller:
 Thickness of Asphalt: _____
 Surface Asphalt
 Binder Asphalt

Permits
 Homeowner to Apply
 Fortis to apply, homeowner to reimburse all fees. Permit fee plus \$50 Fortis service Fee

Additional Pricing: Not Included

Backfill: _____

Sealer: _____

Extended Warranty: _____

DRIVEWAY, FRONT WALK
 EXTENSION & SEALER
 REPLACE GRAVEL + CONCRETE
 ALL WITH CONCRETE \$12,700
 WITH SEALER
 BOAT STORAGE PAD IN FRONT YARD



CITY OF DARIEN

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

August 31, 2000

Mr. & Mrs. John & A.A. Rolowicz
902 Walnut
Darien, Illinois 60561

Dear Mr. & Mrs. Rolowicz:

It has come to our attention that you have a boat in the front of the home with a canopy/tent over it. Upon inspection of your home, it was noted that the location of the boat is in compliance with our code, but the tent/canopy is considered an accessory structure and is in violation of our **City Code - Zoning Ordinance - 5A-5-9-2 (A2) - Detached Accessory Structures - Front Yard, Corner Side Yard, and Interior Side Yard**: No detached accessory building or structure, shall be erected, altered, or moved to a location within any part of a front yard, corner side yard, or interior side yard, except as may be permitted under Chapter 11 of this Title (Off-Street Parking and Loading Requirements), Section 5A-5-7-3 (Permitted Obstructions in Required Yards), and the applicable zoning district regulations.

This letter will serve as your warning and you will have 14 days from receipt of this letter to bring your property into compliance with City Codes.

Should you have any questions, please call Elaine Kruse at 852-5000 x223 or myself at 852-5000 x219.

Respectfully,

CITY OF DARIEN
COMMUNITY DEVELOPMENT DEPARTMENT

Ronald Boniakowski
Code Enforcement Officer

Cc: Jo Ellen Charlton, Director of Community Development
Elaine Kruse, Code Enforcement

CITY OF DARIEN CITY CODE

5A-5-11: Recreational vehicle

The storage and parking of trailers, tow dollies, snow plow blades, boats, boat trailers, mobile homes, travel trailers, campers, off road vehicles, personal watercraft and other recreational vehicles as defined by the Illinois vehicle code, herein referred to as recreational vehicles, shall be as follows:

(A) Storage And Parking Of Recreational Vehicles: One recreational vehicle, or one boat on a trailer, or one trailer with up to two (2) personal recreational vehicles, one trailer, one tow dolly or one snow plow blade, when not attached to a vehicle, may be stored outside an enclosed structure within a rear or interior side yard only, subject to the following:

1. Recreational vehicles may be parked within a front or corner side yard, on a driveway, under the following conditions: (a) For loading, unloading, cleaning and related activities for a period not exceeding three (3) consecutive days; (b) For temporary occupancy by guests as permitted by this section.

2. The recreational vehicle shall not be used or occupied for living, housekeeping or business purposes, except for use by temporary guests not to exceed a period of fourteen (14) consecutive days and for not more than two (2) occurrences in a calendar year.

3. The recreational vehicle shall not exceed thirty five feet (35') in length and eight feet (8') in width except that boats shall not exceed twenty five feet (25') in length and ten feet (10') in height, exclusive of antennas, masts, or other accessories.

4. All such recreational equipment must be kept in good repair and carry a valid current year's license and/or registration.

5. All recreational vehicles shall be parked or stored on an asphalt, concrete or other hard surface material which meets the setback requirement for driveways set forth in subsection [5A-11-3\(A\)](#)4 of this title. (Ord. 0-20-14, 7-7-2014)

5A-11-3: Driveway Requirements

(A) Driveways And Access Points In Residence Districts:

4. Minimum Distance From Property Line: The minimum distance of any driveway used for a single-family attached or detached dwelling shall be five feet (5') from any property line and cannot be located in a platted easement. For other uses (permitted or requiring special use approval) in the residential districts, the separation between the property line and the driveway shall be a minimum of twenty feet (20'). Residential driveways nonconforming to the setback requirements as of the date of this title may be continued until such time as the principal structure is completely reconstructed, subject to a site inspection by city staff to assess site drainage conditions prior to the issuance of a permit. Joint driveways may occur in the required yard without regard to the side lot line or rear lot line at the point of combination of the parcels. (Ord. 0-38-08, 10-6-2008)

Section 5A-2-2-3: VARIATIONS

(A): Authority

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

(G): Standards

The Planning and Zoning Commission shall not recommend a variation and the City Council shall not vary the provisions of this title as authorized in this section, unless findings of fact have been made on those of the following which relate to the variation being sought:

- 1. Whether the purpose of the variation is not based primarily upon a desire to increase financial gain and the general character of the property will be adversely altered.

- 2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.

- 3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.

- 4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire, or endanger the public safety.

- 5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

ILLINOIS MUNICIPAL CODE 65 ILCS

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

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

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

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

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

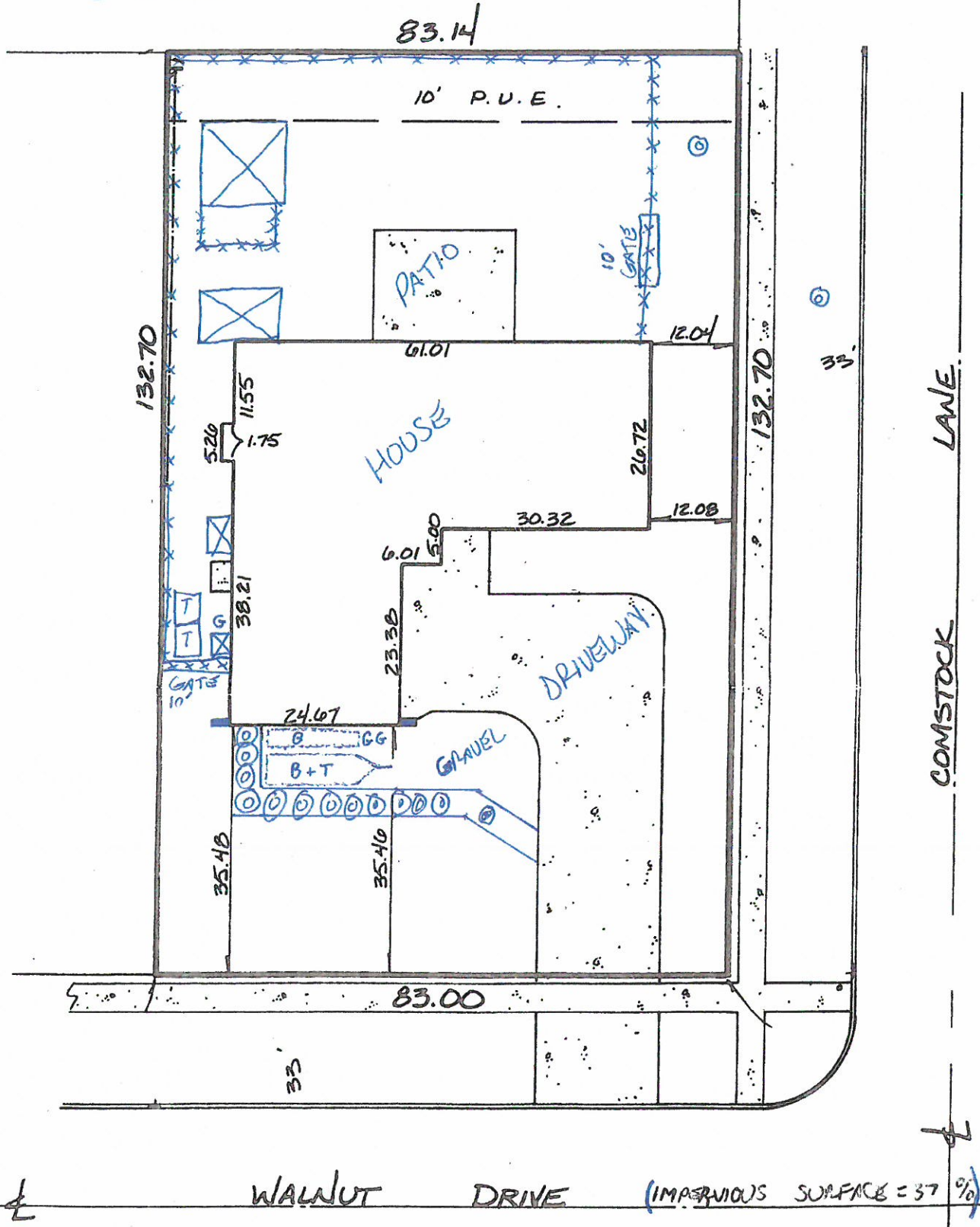
The corporate authorities may provide general or specific rules implementing, but not inconsistent with, the rules herein provided.

COMMON ADDRESS: 902 WALNUT DRIVE

- = WING WALL
- *|* = FENCE
- ⊠ = SHED
- ⊙ = TREE

- B = BOAT
- T = TRAILER
- G = GARBAGE CAN

NOTES ADDED BY STEVE MANNING CITY PLANNER





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

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

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

This map is for assessment purposes only.



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03/21/2017 23:46

**AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
April 24, 2017**

ISSUE STATEMENT

A [resolution](#) authorizing the Mayor to accept a proposal from Superior Road Striping in an amount not to exceed \$14,500.00 for the 2017 Street Striping Program.

BACKGROUND/HISTORY

The Street Striping program includes the placement of various thermal plastic quantities for Crosswalks, Only's, Only Arrows, Center Lanes, and Stop Bars for the City's roadways as required throughout the year.

Staff has selected Superior Road Striping, Inc. for the awarded vendor as Superior Road Striping, Inc. is the awarded vendor for the Northwest Municipal Conference Joint Purchasing Cooperative for road striping to municipalities within the Midwest. See [Attachment A](#) for pricing schedule and contact information.

The FY 17-18 Budget includes funds for the 2017 Street Striping Program and would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
03-60-4261	Pavement Striping	\$ 14,500.00	\$ 14,500.00	\$ - 0 -

STAFF RECOMMENDATION

The staff recommends approval of the resolution authorizing the Mayor to accept a proposal from Superior Road Striping in an amount not to exceed \$14,500.00 for the 2017 Street Striping Program.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the May 1, 2017 agenda for formal consideration by the City Council.

Serving the north and northwest suburbs of Chicago since 1958...



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NWMC
1600 East Golf Road
Suite 0700
Des Plaines, IL 60016
Phone: 847-296-9200
Fax: 847-296-9207

Thermoplastic Road Striping

Product Information

Contact #158

The Suburban Purchasing Cooperative's Governing Board has approved the first of three (3) possible one-year contract extensions of the SPC 2017 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2017 through April 11, 2018, with a 3% price increase. The SPC reserves the right to extend the contract for up to (3) three additional one-year terms upon mutual agreement on a negotiated basis.

- [2017 Lane Marking Contract Extension](#)
- [2016 Lane Marking Contract](#)
- [2016 Membership & Participants Memo with Prices](#)

<u>Item Description</u>	<u>UOM</u>	<u>2016</u>	<u>2017</u>
4" Marking Line	LF	\$0.48	\$0.49
6" Marking Line	LF	\$0.70	\$0.72
12" Marking Line	LF	\$1.40	\$1.44
24" Marking Line	LF	\$3.50	\$3.60
Marking Letters & Symbols	SF	\$3.25	\$3.34
Removal	SF	\$0.40	\$0.41

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

This award is not in conjunction with the Illinois Department of Transportation, so participating communities may not utilize Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

Scheduling and Contact Information

Please contact Superior Road Striping directly with any questions and to schedule work for your municipality.

Superior Road Striping
1980 N. Hawthorne Avenue
Melrose Park, IL 60160
Contact: Joan Yario or Sandy DeHoyos
P: 708-865-0718 F: 708-865-0296
thermopros@sbcglobal.net

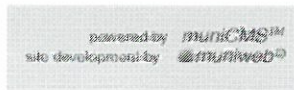
News / Events

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- [Niles](#)
- [Northbrook](#)
- [Northfield](#)
- [Northfield Township](#)
- [Palatine](#)
- [Park Ridge](#)
- [Prospect Heights](#)
- [Rolling Meadows](#)
- [Schaumburg](#)
- [Skokie](#)
- [Streamwood](#)
- [Vernon Hills](#)
- [Wheeling](#)
- [Wilmette](#)
- [Winnetka](#)

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From: Tuman, Michael
To: [Lisa Klemm](mailto:Lisa.Klemm@darrienil.gov)
Subject: RE: DuPage County Joint Purchasing - Additional Opportunities
Date: Monday, April 17, 2017 3:05:06 PM
Attachments: [2017 Pavement Marking Contract - Superior Road Striping Inc...msg](#)

Yes, Superior is the pavement marking contractor for 2017.
I have attached the email with the link and update information that was sent last month.

Please let me know if you would like to be added to the recipient list for joint purchase notifications.

Thank you
Mike Tuman

From: Lisa Klemm [mailto:LKlemm@darrienil.gov]
Sent: Monday, April 17, 2017 2:57 PM
To: Tuman, Michael
Subject: RE: DuPage County Joint Purchasing - Additional Opportunities

Mike,

Just wanted to confirm that Superior Road Striping, Inc. was again awarded the 2017 Pavement Marking according to the website –

Thank you in advance,

Lisa A Klemm

City of Darien
630-353-8105

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

From: Dan Gombac
Sent: Friday, April 22, 2016 2:05 PM
To: Tuman, Michael <Michael.Tuman@dupageco.org>
Cc: Lisa Klemm <LKlemm@darrienil.gov>; Dan Salvato <dsalvato@darrienil.gov>; David Fell <dfell@darrienil.gov>; Kris Throm <kthrom@darrienil.gov>; Tom Masek <tmasek@darrienil.gov>
Subject: RE: DuPage County Joint Purchasing - Additional Opportunities

Thanks Mike

Daniel Gombac
Director of Municipal Services
630-353-8106

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electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

From: Tuman, Michael [mailto:Michael.Tuman@dupageco.org]
Sent: Friday, April 22, 2016 11:11 AM
To: Tuman, Michael <Michael.Tuman@dupageco.org>
Subject: DuPage County Joint Purchasing - Additional Opportunities

Attached is a spreadsheet which indicates additional contracts used by DuPage County where the contractor/vendor has indicated a

willingness to offer the same prices to other governmental agencies.

Please contact the vendors directly as your contract will be completely independent from the County and you will issue your purchase orders.

We would like to receive a copy of the P.O. in order to track the use of this contract provision.

Please let Darcie Garza or myself know if you have any questions or need additional information.

Thank you
Mike Tuman

From: Tuman, Michael
Sent: Monday, March 14, 2016 4:36 PM
To: Tuman, Michael
Subject: FW: 2016 Pavement Marking Contract - Superior Road Striping Inc

DuPage County has awarded a contract for 2016 Pavement Marking Maintenance to Superior Road Striping, Inc.

The details of this contract including the bid tab can be found at the following link:

<https://www.dupageco.org/DOT/DOTBids/Projects/2016/51925/>

As part of our continuing effort to work with the DuPage MPI group and Chairman Cronin's ACT Initiative, this contract included a section on Joint Purchasing.

Superior Road Striping, Inc. did indicate that they would be willing to extend their bid prices to other governmental units.

Please contact Superior Road Striping, Inc. directly if you would like to pursue this option for your pavement marking maintenance needs this year.

Your contract will be completely independent from the County but we would request a copy of your purchase order to track the utilization of this process.

Please let me know if you have any questions or need any additional information.

Thank you

Michael J. Tuman, P.E., PTOE

Assistant County Engineer
DuPage County Division of Transportation
421 North County Farm Road
Wheaton, Illinois 60187

Office: 630-407-6885 Main: 630-407-6900 Cell 630-849-8706

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM SUPERIOR ROAD STRIPING IN AN AMOUNT NOT TO EXCEED \$14,500.00 FOR THE 2017 STREET STRIPING PROGRAM

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Superior Road Striping in an amount not to exceed \$14,500.00 for the 2017 Street Striping Program, 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 1st day of May, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of May, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

DuPage County Division of Transportation
Project: 2017 Pavement Marking Maint. Sec. No: 17-PVMKG-05-GM
Date of Letting: February 28, 2016 10:00 A.M.

Item No.	Items	Unit	Quantity	Engineer's Estimate		Superior Road Striping, Inc. 1980 N. Hawthorne Ave Melrose Park, IL 60160		Precision Pavement Marking, P. O. Box 705 Elgin, IL 60121		Roadsafe Traffic Systems, Inc 12225 Disk Dr. Romeoville, IL 60446	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	16700	\$4.00	66,800.00	\$3.00	50,100.00	\$3.69	61,623.00	\$4.00	66,800.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	15000	\$0.50	7,500.00	\$0.50	7,500.00	\$0.50	7,500.00	\$0.75	11,250.00
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	54500	\$1.00	54,500.00	\$0.65	35,425.00	\$0.69	37,605.00	\$0.80	43,600.00
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	7400	\$1.20	8,880.00	\$1.00	7,400.00	\$1.00	7,400.00	\$1.50	11,100.00
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	28500	\$2.00	57,000.00	\$1.25	35,625.00	\$1.40	39,900.00	\$2.00	57,000.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	6450	\$4.00	25,800.00	\$3.50	22,575.00	\$3.69	23,800.50	\$4.00	25,800.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	221000	\$0.35	77,350.00	\$0.26	57,460.00	\$0.26	57,460.00	\$0.25	55,250.00
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1100	\$4.50	4,950.00	\$4.50	4,950.00	\$5.00	5,500.00	\$6.00	6,600.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	500	\$0.75	375.00	\$0.50	250.00	\$0.75	375.00	\$1.99	995.00
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	4300	\$1.20	5,160.00	\$0.70	3,010.00	\$1.00	4,300.00	\$2.00	8,600.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	900	\$1.50	1,350.00	\$1.00	900.00	\$1.50	1,350.00	\$2.50	2,250.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	900	\$2.40	2,160.00	\$2.00	1,800.00	\$2.50	2,250.00	\$3.00	2,700.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	650	\$4.50	2,925.00	\$4.00	2,600.00	\$5.00	3,250.00	\$6.00	3,900.00
14	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	90000	\$0.90	81,000.00	\$0.35	31,500.00	\$0.40	36,000.00	\$0.30	27,000.00
15	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$30.00	15,000.00	\$22.50	11,250.00	\$22.00	11,000.00	\$25.00	12,500.00
16	REPLACEMENT REFLECTOR	EACH	500	\$12.00	6,000.00	\$8.00	4,000.00	\$8.00	4,000.00	\$12.00	6,000.00
17	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$5,000.00	5,000.00	\$1.00	1.00	\$1.00	1.00	\$3,645.00	3,645.00
Bidder's Proposal for making Entire Improvements				\$421,750.00		\$276,346.00		\$303,314.50		\$344,990.00	

DuPage County Division of Transportation

Project: **2017 Pavement Marking Maint.** Sec. No: **17-PVMKG-05-GM**

Date of Letting: **February 28, 2016 10:00 A.M.**

Item No.	Items	Unit	Quantity
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	16700
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	15000
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	54500
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	7400
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	28500
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	6450
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	221000
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1100
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	500
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	4300
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	900
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	900
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	650
14	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	90000
15	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500
16	REPLACEMENT REFLECTOR	EACH	500
17	TRAFFIC CONTROL AND PROTECTION	L SUM	1
Bidder's Proposal for making Entire Improvements			

A.C. Pavement Striping Co.
695 Church Road
Elgin, IL 60123

Unit Price	Total
\$4.00	66,800.00
\$0.53	7,950.00
\$0.78	42,510.00
\$0.99	7,326.00
\$1.99	56,715.00
\$3.99	25,735.50
\$0.26	57,460.00
\$4.89	5,379.00
\$0.57	285.00
\$0.70	3,010.00
\$1.39	1,251.00
\$2.09	1,881.00
\$4.59	2,983.50
\$0.77	69,300.00
\$22.49	11,245.00
\$8.49	4,245.00
\$1.00	1.00
\$364,077.00	

Maintenance Coatings Co.
543 Woodbury St.
So. Elgin, IL 60177

Unit Price	Total
\$3.80	63,460.00
\$0.55	8,250.00
\$0.85	46,325.00
\$1.20	8,880.00
\$2.00	57,000.00
\$4.00	25,800.00
\$0.22	48,620.00
\$4.50	4,950.00
\$0.55	275.00
\$0.90	3,870.00
\$1.10	990.00
\$2.25	2,025.00
\$4.50	2,925.00
\$0.70	63,000.00
\$25.00	12,500.00
\$10.00	5,000.00
\$45,000.00	45,000.00
\$398,870.00	

Marking Specialists Corp.
1622 S. Princeton
Arlington Heights, IL 60005

Unit Price	Total
\$3.40	56,780.00
\$0.50	7,500.00
\$1.00	54,500.00
\$1.50	11,100.00
\$2.10	59,850.00
\$4.40	28,380.00
\$0.28	61,880.00
\$3.50	3,850.00
\$0.95	475.00
\$1.60	6,880.00
\$2.25	2,025.00
\$3.40	3,060.00
\$6.80	4,420.00
\$0.90	81,000.00
\$30.50	15,250.00
\$10.00	5,000.00
\$45,500.00	45,500.00
\$447,450.00	

AGENDA MEMO
Municipal Services Committee
April 24, 2017

ISSUE STATEMENT

A [resolution](#) authorizing the Mayor to execute a contract extension with Denler Inc. in an amount not to exceed \$150,960.00 for the 2017 Crack Fill Program.

BACKGROUND/HISTORY

The FY 17/18 Budget includes funds for the 2017 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligating). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs are greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ½” and a width of approximately 3”. Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

Last year the City of Darien teamed up with local public agencies which included Burr Ridge, Downers Grove, DuPage County, Lombard, Villa Park, West Chicago, Wheaton, and Woodridge and solicited competitive bids, collectively. Attached and labeled as [Attachment A](#) are the bid results from the bid opening held by the Village of Woodridge on March 31, 2016. This would be the first extension of a 2 year option.

[Attachment B](#) is the list of roads scheduled for this year’s program. Denler Incorporated has completed crack filling in the past with satisfactory work.

The proposed Crack Sealing Program would be funded from the following FY17-18 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17-18 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4382	CRACK FILL PROGRAM	\$150,960.00	\$ 150,960	\$0

STAFF RECOMMENDATION

Staff recommends approval of the proposed resolution.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the May 1, 2017 City Council agenda for formal consideration.

PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES
 PROJECT NO.: 2016-02

DATE: 3/31/2016
 TIME: 10:00 A.M.
 TABULATED BY: BWT

				ENGINEER'S ESTIMATE		Denler, Inc. 19148 S. 104th Avenue Mokena, IL 60448		Denler, Inc. 19148 S. 104th Avenue Mokena, IL 60448 RENEGOTIATED		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118		Behm Pavement Maintenance 3010 Route 176 Crystal Lake, IL 60014	
NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	563,375	LB	\$1.54	\$867,597.50	\$1.290	\$726,753.75	\$1.290	\$726,753.75	\$1.287	\$725,063.63	NO BID FOR 2017	
B	Crack and Joint Sealing PCC Pavement	1,275	LB	\$2.47	\$3,149.25	\$3.85	\$4,908.75	\$3.85	\$4,908.75	\$1.49	\$1,899.75		
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	67,500	LB	\$1.72	\$116,100.00	\$1.360	\$91,800.00	\$1.340	\$90,450.00	\$1.34	\$90,450.00		
D	Seal Coat Bike Path	11,280	SY	\$1.12	\$12,633.60	\$0.78	\$8,798.40	\$0.78	\$8,798.40	\$0.89	\$10,039.20		
E	Seal Coat Parking Lot	12,936	SY	\$1.12	\$14,488.32	\$0.68	\$8,796.48	\$0.68	\$8,796.48	\$0.84	\$10,866.24		
F	Parking Lot Paint Pavement Marking - Line 4"	40,135	FT	\$0.75	\$7,601.25	\$0.22	\$2,229.70	\$0.22	\$2,229.70	\$0.23	\$2,331.05		
G	Parking Lot Paint Pavement Marking - Letters & Symbols	280	SF	\$3.50	\$980.00	\$3.00	\$840.00	\$3.00	\$840.00	\$1.99	\$557.20		
H	Traffic Control and Protection - DuPage County	1	LSUM	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00		
TOTAL													
BID					\$1,023,549.92		\$845,127.08		\$843,777.08		\$841,707.07		\$0.00

CITY OF DARIEN

PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES
 PROJECT NO.: 2016-02

DATE: 3/31/2016
 TIME: 10:00 A.M.
 TABULATED BY: BWT

NO	ITEM	QUAN	UNIT	ENGINEER'S ESTIMATE		Denler, Inc. 19148 S. 104th Avenue Mokena, IL 60448		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118		Behm Pavement Maintenance 3010 Route 176 Crystal Lake, IL 60014	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	105,000	LB	\$1.54	\$161,700.00	\$1.290	\$135,450.00	\$1.287	\$135,135.00		\$0.00
B	Crack and Joint Sealing PCC Pavement	0	LB	\$2.47	\$0.00	\$3.95	\$0.00	\$1.49	\$0.00		\$0.00
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	0	LB	\$1.72	\$0.00	\$1.340	\$0.00	\$1.34	\$0.00		\$0.00
D	Seal Coat Bike Path	0	SY	\$1.12	\$0.00	\$0.78	\$0.00	\$0.89	\$0.00		\$0.00
E	Seal Coat Parking Lot	0	SY	\$1.12	\$0.00	\$0.68	\$0.00	\$0.84	\$0.00		\$0.00
F	Parking Lot Paint Pavement Marking - Line 4"	2,200	FT	\$0.75	\$1,650.00	\$0.22	\$484.00	\$0.23	\$506.00		\$0.00
G	Parking Lot Paint Pavement Marking - Letters & Symbols	225	SF	\$3.50	\$787.50	\$3.00	\$675.00	\$1.99	\$447.75		\$0.00
H	Traffic Control and Protection - DuPage County	0	LSUM	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00
TOTAL BID		AS READ:		\$164,137.50		\$136,609.00		\$136,088.75		\$0.00	
		AS CORRECTED:									

CITY OF DARIEN 2017 PROGRAM - CRACK SEALING WITH AWARDED VENDOR

NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	100,000	LB	N/A	N/A	\$ 1.29	\$ 129,000.00	\$1.287	\$128,700.00	N/A	N/A
	Fiber-Asphalt Crack Sealing Asphalt Pavement	11,000	LB	N/A	N/A	\$ 1.34	\$ 14,740.00	\$1.340	\$14,740.00	N/A	N/A
SUB TOTAL						\$ 143,740.00					
CONTINGENCY						\$ 7,000.00					
TOTAL						\$ 150,740.00					

2017 CRACK FILL

ROAD	SUB-DIVISION	LIMITS	ROAD LENGTH	LAST REHAB	RUBBER POUNDS
Holly	Marion Hills North	Crest - Brookbank	1,660	2014	3,000
Brookbank	Marion Hills North	Holly - 69th	2,300	2014	2,500
Evans	Marion Hills South	Janet - Elm	660	2011	1,000
Janet	Marion Hills South	83rd - Clarendon Hills	2,800	2006	4,000
Poplar	Marion Hills South	Janet - Elm	840	2012	1,000
Tall Pines Dr	Woodlands	Cass - 67th	2,391	2008	5,000
Bavarian Ln	Woodlands	Tall pines - limit	700	2008	1,000
Darien Club Dr	Darien club	Cass - Fairveiw	5,920	2008	3,600
Sweet Briar	Darien Club	Fairview - Darien club	2,000	2008	1,000
High ridge Ct	North of 67th	Richmond - Limit	800	2011	800
Richmond	North of 67th	67th - N Limit	400	2011	400
Tennessee	North of 67th	68th - N Limit	400	2007	1,000
Easy	North of 67th	Tennessee - Limit	400	2007	1,500
69th Street	Hinsbrook	Cass - Clarendon Hills	5,280	2011	4,000
70th Street	Hinsbrook	Richmond - Clarendon Hills	2,760	2011	2,300
Sierra	Hinsbrook	71st - 69th	1,400	2008	1,000
Sierra Court	Hinsbrook	Sierra - limit	400	2008	500
Darien Ln	Hinsbrook	75th - Timber	1,060	2011	2,000
Bunker	Hinsbrook	Seminole - Timber	1,000	2008	2,000
Wirth	Downer Fairview	71 - Gigi	1,460	2014	1,000
Gigi	Downer Fairview	Fairview - 75th	2,300	2014	1,000
Adams	Smart Oaks	75th - South	600	2007	1,000
Western	Plainfield Highlands	Plainfield - 72nd	1,420	2011	1,500
Leonard	Plainfield Highlands	Plainfield - 72nd	1,660	2009	1,800
Sawyer	Farmingdale Terrace S	79th - portsmouth	2,700	2014	2,300
Farmingdale	Farmingdale Terrace S	Glen - Portsmouth	1,840	2014	2,300
Gilbert	Farmingdale Village	Beller - Limit	330	2014	500
Dixon	Farmingdale Village	Drover - Limit	400	2014	500
Meadow	Farmingdale Village	Beller - 87th	1,250	2014	2,800
Drover Court	Farmingdale Village	Drover - Limit	400	2007	500
Creekside	Bookeridge	Kearney - Limit	2,500	2013	4,500
Knottingham	Devonshire	Plainfield - Plainfield	1,800	2014	2,000
Sleepy Hollow	Farmingdale South	Cass - Adams	2,000	2011	2,000
Wildwood	Regency Grove	Regency grove - Limit	500	2006	500
Green Valley Rd	Farm-Ridge	Wakefield - Limit	1,450	2011	3,400
Wakefield Dr	Farm-Ridge	Abbey - Green valley	2,900	2011	2,500
Aylesbury Ln	Farm-Ridge	Wakefield - Cambridge	335	2014	1,000
Cambridge Rd	Farm-Ridge	Aylesbury - 75th	1,090	2014	1,200
Brunswick Rd	Farm-Ridge	Manning - greene valley	900	2014	500
Brompton Dr	Farm-Ridge	dartmouth - Green Valley	700	2014	500
Dartmouth Ln	Farm-Ridge	Brompton - dartmouth	700	2014	500
Carlton Rd	Farm-Ridge	manning - green valley	900	2014	500
Dawn In	Hidden Lakes	Mystic Trace - Willmette	660	2007	400
Glen Eagles	Carrage Greens #4	Oldfield - Limit	1,000	2007	2,500
				*	
Lineal Feet					74,800
Pounds (approximately)					110,704
* If use Fiber material may be less					

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH DENLER, INC. IN AN AMOUNT NOT TO EXCEED \$150,960 FOR THE 2017 CRACK FILL PROGRAM

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to execute a contract with Denler, Inc. in an amount not to exceed \$150,960 for the 2017 Crack Fill Program, 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 1st day of May, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of May, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

From: [Dan Gombac](#)
To: [Lisa Klemm](#)
Subject: FW: 2017 Crack Seal Pricing
Date: Wednesday, April 19, 2017 4:39:46 PM

Att for b/u to agenda memo

Daniel Gombac
Director of Municipal Services
630-353-8106

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

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

From: David Denler [mailto:ddenler@denlerinc.com]
Sent: Wednesday, April 19, 2017 4:33 PM
To: Dan Gombac <dgombac@darienil.gov>
Subject: Re: 2017 Crack Seal Pricing

Dan

Yes, your pricing for this year's extension is correct.

Thank you

David J Denler

On Wed, Apr 19, 2017 at 3:29 PM, Dan Gombac <dgombac@darienil.gov> wrote:

Good afternoon Dave,

As per our telephone conversation on Monday, April 18, 2017, we appreciate the efforts of reducing the unit pricing for the 1st extension of the Crack Sealing Contract for the following items

Crack Sealing Asphalt No Change as proposed \$1.29
Fiber \$1.34 negotiated from \$1.36

Please confirm

Daniel Gombac
Director of Municipal Services
630-353-8106

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

DARIEN DIRECT CONNECT

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

SUBMISSION INFORMATION

Village of Woodridge Public Works Department
 One Plaza Drive
 Woodridge, IL 60517

INVITATION # 2016-02
 BID OPENING DATE: March 31, 2016
 TIME: 10:00 A.M. Local Time
 LOCATION: Village Hall

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Denker, Inc.
 Address: 18147 S. 109th Ave.
 City, State, Zip Code: Mokena, IL 60449

**Crack Sealing and Seal Coating Services
 per the specifications identified herein**

I. BASE BID ITEMS

A. CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	569,875	LB	\$ <u>1.195</u>	\$ <u>681,000.63</u>
2 Year 2 (optional)	563,375	LB	\$ <u>1.29</u>	\$ <u>726,753.75</u>
3 Year 3 (optional)	558,031	LB	\$ <u>1.32</u>	\$ <u>736,600.92</u>

B. CRACK AND JOINT SEALING PCC PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	1,275	LB	\$ <u>3.85</u>	\$ <u>4,908.75</u>
2 Year 2 (optional)	1,275	LB	\$ <u>3.85</u>	\$ <u>4,908.75</u>
3 Year 3 (optional)	1,275	LB	\$ <u>3.85</u>	\$ <u>4,908.75</u>

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	83,500	LB	\$ <u>1.265</u>	\$ <u>118,277.50</u>
2 Year 2 (optional)	87,500	LB	\$ <u>1.36</u>	\$ <u>91,800.-</u>
3 Year 3 (optional)	87,600	LB	\$ <u>1.395</u>	\$ <u>94,162.50</u>

D. SEAL COAT BIKE PATH

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Bike Path per the specifications identified herein- Year 1	16,360	SY	\$ <u>.78</u>	\$ <u>11,980.80</u>
2 Year 2 (optional)	11,280	SY	\$ <u>.80</u>	\$ <u>9,024.-</u>
3 Year 3 (optional)	7,325	SY	\$ <u>.82</u>	\$ <u>6,006.50</u>

E. SEAL COAT PARKING LOT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Parking Lot per the specifications identified herein- Year 1	16,300	SY	\$ <u>.68</u>	\$ <u>11,084.-</u>
2 Year 2 (optional)	12,936	SY	\$ <u>.70</u>	\$ <u>9,055.20</u>
3 Year 3 (optional)	13,680	SY	\$ <u>.72</u>	\$ <u>9,835.20</u>

F. PARKING LOT PAINT PAVEMENT MARKING - LINE 4"

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking - Line 4" per the specifications identified herein- Year 1	9,340	FT	\$ <u>.22</u>	\$ <u>2,054.80</u>
2 Year 2 (optional)	10,135	FT	\$ <u>.23</u>	\$ <u>2,331.05</u>
3 Year 3 (optional)	7,565	FT	\$ <u>.24</u>	\$ <u>1,815.60</u>

G. PARKING LOT PAINT PAVEMENT MARKING - LETTERS & SYMBOLS

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking - Letters & Symbols per the specifications identified herein- Year 1	287	SF	\$ <u>3.00</u>	\$ <u>861.-</u>
2 Year 2 (optional)	280	SF	\$ <u>3.35</u>	\$ <u>938.-</u>
3 Year 3 (optional)	285	SF	\$ <u>3.50</u>	\$ <u>1032.50</u>

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Traffic Control and Protection - DuPage County- Year 1	1	LSUM	\$ <u>1000</u>	\$ <u>1000.-</u>
2 Year 2 (optional)	1	LSUM	\$ <u>1000</u>	\$ <u>1000.-</u>
3 Year 3 (optional)	1	LSUM	\$ <u>1000</u>	\$ <u>1000.-</u>

BASE BID - YEAR 1 TOTALS

\$ 831,167.48

ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	_____ %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
DuPage County	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Villa Park	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
City of West Chicago	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Woodridge	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Ang [Signature] Company Name: Dexter, Inc.
Typed/Printed Name: David J. Dexter Date: 3/25/16
Title: President Telephone Number: 708 474 5005
E-mail: ddexter@dexterinc.com

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

MARCH 2016

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

- 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
- 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
- 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
- 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 760 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
- 4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
- 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
- 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."
- 6.0. **DRUG FREE WORK PLACE**
- 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 6.1.1 Publishing a statement:
- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabidiol, is prohibited in the Village's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.1.2 Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
- 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 255/1 et seq., and further agrees that all of its subcontractors shall comply with such Act.

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 PATRIOT ACT COMPLIANCE

8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

Agency: Village of Lombard
 Address: 1051 S. Hammerschmidt
 City, State, Zip Code: Lombard, IL
 Contact Person/
 Telephone Number: 630 620 5740 Tom Nixon
 Dates of Service/Award
 Amount: 2015 - \$125,000.-

Agency: Village of Villa Park
 Address: 20 S. Ardmore Ave.
 City, State, Zip Code: Villa Park, IL 60181
 Contact Person/Telephone
 Number: Kevin Mantels
630-234-8505
 Dates of Service/Award
 Amount: 2015 - \$130,000.-

Agency: Village of Woodridge
 Address: 1 Plaza Dr.
 City, State, Zip Code: Woodridge, IL 60517
 Contact Person/
 Telephone Number: Brandon Tonarelli
630-219-2941
 Dates of Service/Award
 Amount: 2015 - \$125,000.-

Agency: City of Naperville
 Address: 400 S. Eagle St.
 City, State, Zip Code: Naperville, IL 60566
 Contact Person/
 Telephone Number: Peter Zibbe
630-420-4191
 Dates of Service/Award
 Amount: 2015 - \$800,000.-

Agency: Will County DOT
 Address: 16241 W. Laramay Rd.
 City, State, Zip Code: Joliet, IL 60473
 Contact Person/
 Telephone Number: Bruce Gould
815 727 8476
 Dates of Service/Award
 Amount: 2015 - \$1,500,000.-

DISQUALIFICATION OF CERTAIN BIDDERS

(1)

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

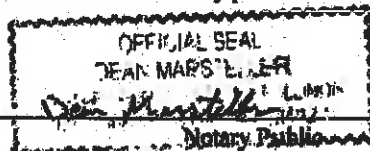
By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Ray R. ... President

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 25 day of March, 2016



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

David J. Penter, being first duly sworn,

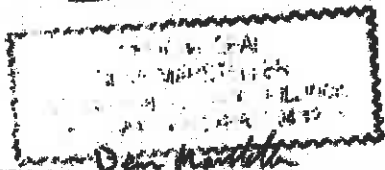
deposes and says that he is President
(Partner, Officer, Owner, Etc.)

of Penter, Inc.
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

David J. Penter, President
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 25 day of March, 2016


David J. Penter
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

David J. Gaylor hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Local Public Agency identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Woodridge may disqualify the bid or the affected Local Public Agency may void any award and acceptance that the Local Public Agency has made.

Am. Ahn, President
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 25 day of March, 2016

Don Mantella
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

David J. Decker, being first duly sworn, deposes and says that (s)he is
President of Decker, Inc.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

David J. Decker, President
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 25 day of March, 2016

David J. Decker
Notary Public - J.A.
STATE OF MISSOURI
COMMISSION EXPIRES 04/12

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

PARTICIPATION AFFIDAVIT

David J. Decker, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is

President of Decker, Inc.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

David J. Decker, President
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 25 day of March, 2016

David J. Decker
Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



RETURN WITH BID

Required Vendor Ethics Disclosure Statement

Company Name:	Deater, Inc.		
Company Contact:	David J. Deater	Contact Phone:	708 479 5005
Bid/Contract/ PO:	Crack Sealing and Seal Coating Services	Contact Email:	ddeater@deaterinc.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:
If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
NONE				

Attach additional sheets if necessary. Sign each added sheet and number each page (#) of (total pages).

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email
NONE		

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature David J. Deater

Printed Name David J. Deater

Title President

Date 3/25/16

Page 1 of 001 Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

RETURN WITH BID



Required Vendor Ethics Disclosure Statement (continued)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
<i>None</i>				

Angie M
Signature _____

3/25/16
Date _____

Page _____ of _____

instructions

Vendor Ethics Disclosure Statement

This form is filed by contract; a separate disclosure form must be filed for every contract action or informational update.

Company Name: Name under which the contract is or will be awarded.

Company Contact & Phone: Individual to be contacted if necessary

"Bid/Contract/PO/Description" identifying County reference. If an Identifying County number has not been issued, include a detailed description of the services or goods to be provided including dollar amount, time frame, etc.

Section: B Contribution

Recipient: identify recipient of contribution

Donor: name under which the contribution was made, identify relationship to contractor

Description: identify the nature of the contribution

Amount/Value: monetary value of the contribution and method of valuation **Date**

Made: date of contribution

Authorization:

Signature, Name and Title of individual/officer/agent legally authorized to sign on behalf of the contractor.

Date: date form was completed and signed.

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

David J. Denker
Signature

David J. Denker
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

APPENDIX A
AGREEMENT ACCEPTANCE

RFB #2016-02
CRACK SEALING SERVICES

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [insert Local Public Agency name] ("Owner") this _____ day of _____, 20__.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: *Am. M.*

Title: *President*

CITY OF DARIEN

CONTRACT

This Contract is made this 2nd day of MAY, 2014 by and between the City of Darien (hereinafter referred to as the "CITY") and DENER, INC (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for the 2016 CRACK SEALING AND SEAL COATING SERVICES (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

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

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

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

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

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights

with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The

CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

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

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

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

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

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

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

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

FOR: THE CITY

By: Joseph A. Marchese

Print Name: JOSEPH A. Marchese

Title: Mayor Pat Jen

Date: 5/2/16

FOR: THE CONTRACTOR

By: Dentler, Inc. Amy M

Print Name: David J. Dentler

Title: President

Date: 5/16/16

AGENDA MEMO
MUNICIPAL SERVICES
April 24, 2017

Issue Statement

Approval of a [resolution](#) authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Village of Westmont regarding street and water main improvements in the Knottingham Subdivision.

Background/History

The Village of Westmont and the City of Darien staff have been in discussions regarding a watermain that serves the Suffield Garden complex, located approximately a quarter of a mile west of 63rd Street in the Village of Westmont. The existing water main runs from 67th street and Cass Avenue to 63rd Street and then is routed west on 63rd Street from Cass and to Suffield Gardens. The water main serves eight buildings and does not serve anyone else adjacent to Cass Avenue or 63rd Street. The Village of Westmont has an existing water main that is parallel with the City's on Cass Avenue and 63rd Street. The City staff has researched City records regarding agreements and plans servicing Suffield Gardens and were unable to locate any correspondences. It is believed that the water main was part of the County water system and was taken over by the City in 1969, during the incorporation.

The Municipal Services Department has had numerous water main breaks over the years, particularly along the 63rd Street stretch of water main. The water main breaks that occur in said area cost the City an average of approximately \$12,700 per year with revenue at approximately \$14,600. The cost of the water main repairs are costly due to the existing adjacent utilities, including a high pressure gas mine in proximity to the main therefore requiring specialized excavation equipment. Since the existing water main is under the travel lanes of 63rd Street and Cass Avenue restoration also becomes very costly. The water main is in need of replacement and would cost approximately one million dollars. The City staff is requesting that the water main from 67th Street to the Suffield Gardens be abandoned and the remaining water main and services be transferred over to the Village of Westmont as per the proposed IGA agreement. The Village of Westmont and City departments would work together in isolating and disconnecting the water main as required per the IGA and IEPA. It is estimated that the City's cost to abandon and install the new fittings at 67th Street and Cass Avenue would be completed in an amount of approximately \$10,000 - \$15,000.

The City Attorney has reviewed the IGA and has no further comments.

Staff Recommendation

The City staff recommends approval of the Intergovernmental Agreement.

Alternate Consideration

Not approving the resolution.

Decision Mode

This item will be placed on the May 1, 2017 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF WESTMONT REGARDING STREET AND WATER MAIN IMPROVEMENTS IN THE KNOTTINGHAM SUBDIVISION

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Intergovernmental Agreement with the Village of Westmont regarding street and water main improvements in the Knottingham Subdivision, 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 1st day of May 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of May 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WESTMONT AND THE CITY OF DARIEN REGARDING THE WATER MAIN SERVICING THE SUFFIELD GARDEN APARTMENT COMPLEX

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this _____ day of May, 2017, by and between the Village of Westmont, an Illinois municipal corporation (“Westmont”) and the City of Darien, an Illinois home rule municipal corporation (“Darien”). Westmont and Darien are herein jointly referred to as the “Parties”, and individually referred to as a “Party.”

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, Darien currently owns a water main (hereinafter the “Darien Water Main”), located within the Westmont Village limits, which runs along Cass Avenue from 67th Street to 63rd Street, and then which runs west along 63rd Street to the Suffield Gardens apartment complex located at 18W140 Suffield Court, Westmont, Illinois (“Suffield Gardens”), where said water main then loops around Suffield Gardens adjacent to Suffield Court but located within the Suffield Gardens’ property, and which provides public water to the residents of Suffield Gardens; and

WHEREAS, Darien previously extended the Darien Water Main to serve Suffield Gardens when said apartment complex was located in unincorporated DuPage County; and

WHEREAS, Westmont has since annexed the property upon which Suffield Gardens is located, and Westmont desires to serve said apartment complex with Westmont public water; and

WHEREAS, pursuant to this Agreement, the Parties wish to describe the process, costs and responsibilities for (1) the disconnection of the Darien Water Main at 67th Street and Cass Avenue and at 63rd Street and Suffield Court, (2) the extension of a Westmont water main (hereinafter the “Westmont Water Main”) from the Suffield Court right-of-way to the existing water main loop which loops around Suffield Garden apartment complex, (3) the transfer of ownership of said water main loop from Darien to Suffield Gardens, and (4) the provision of public water by the Village of Westmont to Suffield Gardens (the Darien Water Main including

the existing loop, the Westmont Water Main and the proposed Westmont Water Main extension are depicted in the Map attached as Exhibit "A" hereto and incorporated herein); and

WHEREAS, the Parties find that the obligations and responsibilities set forth in this Agreement constitute a proper exercise of the Parties' powers of intergovernmental cooperation and further find that this Agreement is in the public interests of both Parties.

NOW, THEREFORE, pursuant to statutory authority and their powers of intergovernmental cooperation, it is agreed by and among the Parties hereto as follows:

Section 1. Recitals Incorporated. The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

Section 2. Disconnection of Darien Water Main. Darien, at Darien's expense, shall take all necessary steps to disconnect the Darien Water Main at the juncture of Cass Avenue and 67th Street. However, Westmont, at Westmont's expense, shall be responsible for the line stop of the Darien Water Main at the juncture of Cass Avenue and 67th Street. Westmont, at Westmont's expense, shall take all necessary steps to perform the disconnection and line stop of the Darien Water Main at the juncture of 63rd Street and the northeast corner of the water main loop which loops around Suffield Gardens. Once disconnected, the Darien Water Main shall be abandoned by Darien and no longer used by Darien. Darien shall convey the disconnected Darien Water Main located in Westmont rights-of-way to the Village of Westmont via a bill of sale, at no expense to Westmont.

Section 3. Water Pipe Loop. The existing water main loop around Suffield Garden (the "Loop") shall remain in place to serve Suffield Garden. Said Loop is located exclusively on private property owned by Suffield Garden. Contemporaneous with the connection of the Loop to Westmont public water, Darien shall provide a bill of sale which transfers ownership to the Loop to Suffield Garden, at no expense to Suffield Garden. Thereafter, the owner of Suffield Garden shall be the sole owner of the Loop and shall be responsible for all maintenance, repairs and replacement of the Loop. This Agreement shall be contingent upon Suffield Garden's agreement to accept ownership of the Loop, along with its attendant burdens and benefits.

Westmont shall, at Westmont's expense, extend a Westmont water main from its existing water main located in the southwest corner of the Suffield Court right-of-way to the Loop. This obligation and this Agreement shall be contingent upon Suffield Garden's agreement to accept ownership of the Loop, and contingent upon Suffield Garden granting a utility easement to the Westmont which will allow Westmont to install and maintain its water main extension to the Loop. Said utility easement shall be in a form acceptable to Westmont.

Section 4. Fire Hydrants and Water Meters. Westmont shall, at Westmont's expense, install eight (8) new fire hydrants within the Loop, and remove any existing Darien fire hydrants located within the Loop. Installation of said fire hydrants and this Agreement shall be contingent upon Suffield Gardens granting a utility easement allowing Westmont to install and maintain said fire hydrants. Said utility easement shall be in a form acceptable to Westmont. Westmont shall thereafter be responsible for the maintenance, repair and replacement of said fire hydrants.

Westmont shall install said fire hydrants prior to connecting Suffield Gardens to Westmont water. The removed Darien fire hydrants shall either be returned to Darien or disposed of by Westmont, as determined in the sole discretion of Darien.

Westmont shall, at Westmont's expense, install Westmont water meters within the Suffield Gardens apartment building and Westmont shall remove any existing Darien water meters on said property. The removed Darien water meters shall either be returned to Darien or disposed of by Westmont, as determined in the sole discretion of Darien. Westmont shall install said water meters prior to connecting Suffield Gardens to Westmont water. Once Suffield Garden is connected to Westmont water, Westmont shall be responsible for issuing water bills to Suffield Gardens for the use of Westmont water, and Darien shall no longer bill Suffield Garden for water use, except that Darien may collect past due water bills incurred prior to the switch to Westmont water.

Section 5. Engineering and IEPA Permits. Westmont shall, at Westmont's expense, contract with a reputable engineering firm of Westmont's choice to design all water main extensions, disconnections, line stops, hydrant installations and other work contemplated by this Agreement. Said engineering firm shall, at Westmont's expense, obtain all necessary Illinois Environmental Protection Agency ("IEPA") permits and approvals for the work contemplated by this Agreement.

Section 6. Work and Work Permits. Westmont may perform all work required under this Agreement of Westmont (excluding engineering) by its employees, or Westmont may contract to have said work performed by third parties. Darien may perform all work required under this Agreement of Darien by its employees, or Darien may contract to have said work performed by third parties. Each Party agrees to promptly review and issue work permits and to make such other necessary approvals in order to allow each Party to perform its respective work under this Agreement.

Section 7. Performance of Work. All work performed by the Parties pursuant to this Agreement shall be performed in a good and workmanlike manner and in accordance with all applicable governmental codes, ordinances, regulations and permits.

Section 8. Insurance. Both Parties represent and warrant that each will possess and will continue to possess insurance coverage for contractual liabilities, and blanket excess insurance coverage, providing comprehensive liability coverage in an aggregate amount not less than \$2,000,000.00 pursuant to the provisions of a self-insurance pool agreement or a comprehensive general liability insurance policy during the time that this Agreement is in full force and effect. Each party shall take all actions necessary to keep such insurance coverage in full force and effect, from time to time.

Section 9. Hold Harmless and Indemnification. The Parties agree to indemnify each other, and its elected and appointed officials, attorneys, employees and agents, and to hold them harmless from any claim, injury or loss, no matter how allegedly sustained, arising out of or related in any way to the work and/or operations to be performed by each Party under this Agreement.

Section 10. Term and Termination. This Agreement shall have no term. This Agreement may be terminated by either Party upon the failure of the Contingencies set forth in Section 11 below. This Agreement may also be terminated by either Party upon a default of the terms and provisions of this Agreement by the other Party, if said default remains uncured after thirty (30) days following written notice of default which is provided by the non-defaulting Party to the defaulting Party. This Agreement may also be terminated by either Party if the work contemplated under this Agreement is not completed by either Party within two (2) years of the effective date of this Agreement

Section 11. Contingencies. Prior to the approval and execution of this Agreement, the Parties will meet with the owner of Suffield Gardens to discuss the terms and conditions of this Agreement and to discuss the preliminary approval by Suffield Gardens. Either before or after the approval and execution of this Agreement, Westmont shall obtain the necessary utility easements and consent, if required, to install the water main extension upon the Suffield Gardens property. Either before or after the approval and execution of this Agreement, Westmont shall obtain the necessary permits and approvals of the IEPA for the work contemplated by this Agreement. This Agreement and the obligations thereunder are contingent upon obtaining the necessary approvals from Suffield Gardens and the necessary permits and approvals of the IEPA. If either or both of said approvals and permits are not obtained for any reason after good faith efforts to do so, either Party may immediately terminate this Agreement by providing written notice to the other Party of its intention to terminate the Agreement and stating the reason(s) for said termination. Upon the issuance of said written termination notice, this Agreement shall be automatically null and void without any further action of the Parties, and all obligations under this Agreement shall cease immediately. Upon termination of this Agreement as aforesaid, each Party shall bear their own costs and expenses incurred under this Agreement.

Section 12. Miscellaneous.

A. **Notices.** Written notices required pursuant to this Agreement shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Westmont: Village Manager
31 W. Quincy Street
Westmont, IL 60559

If to Darien: City Administrator
1702 Plainfield Road
Darien, IL 60561

B. **Entire Agreement.** The Agreement contains the entire agreement of the parties relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Parties.

- C. **Governing Law and Venue.** This Agreement shall be government by the laws of the State of Illinois, and venue shall be in the County of DuPage.
- D. **Severability.** If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.
- E. **No Power to Bind.** By entering into this Agreement, neither party shall have the right to bind or obligate the other party, by contract or otherwise, except as may be expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

VILLAGE OF WESTMONT

CITY OF DARIEN

Village President

Mayor

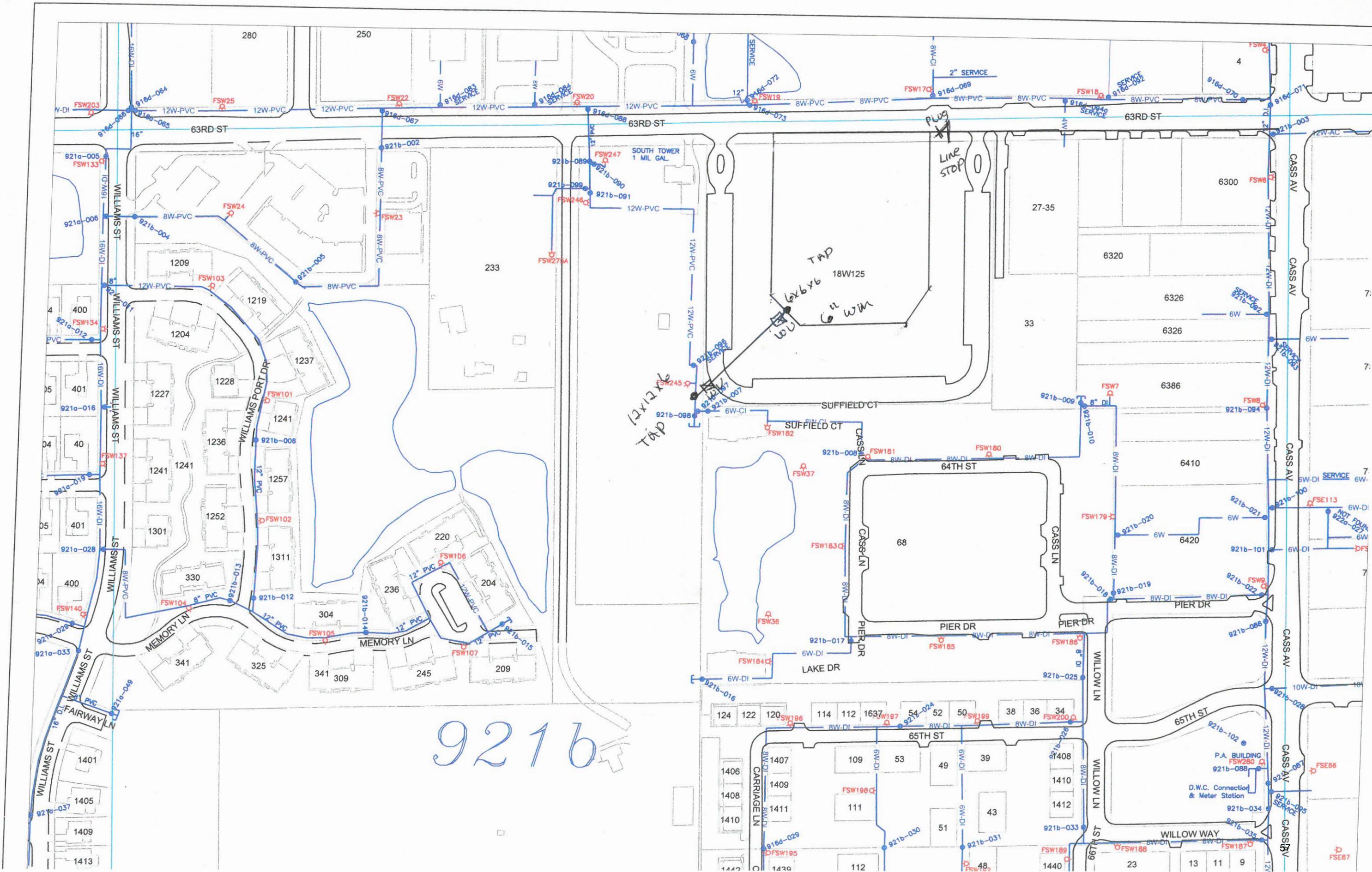
ATTEST:

ATTEST:

Village Clerk

Village Clerk

EXHIBIT A - MAP DEPICTING DARIEN WATER MAIN, WESTMONT WATER MAIN AND PROPOSED WESTMONT WATER MAIN EXTENSION



AGENDA MEMO
Municipal Services Meeting
April 24, 2017

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$9,500 for the surveying, engineering and pre final plans for the Devonshire Storm Sewer Improvements.

BACKGROUND

The proposed engineering project is based on a recent topographical survey completed by Christopher B. Burke Engineering Project No 95-323 Misc, November 16, 2016, attached and labeled as [Attachment A](#). During the last several years the banks of the creek bed area have been deteriorating through erosion, particularly during intense rain events. Last year, one rain event had eroded a portion of the bank and caused a moderate washout along with deposits of silt through an area of turf and parking lot the Bailey Park Townhome development. See attached pictures, labeled as [Attachment B](#).

The topographical study looked at the existing conditions of the dry bed creek area that is located within a storm water easement at the rear of the townhomes of the Devonshire development. The storm water that channels through the development and is fed upstream from approximately 75th Street to the north, approximately Fairview to the west and approximately Cass Avenue to the east. The study concluded that the area would require extensive vegetation removal, moderate excavation, reconstruction and addition of retaining walls to restore the area to its original condition. Due to the limited space for construction and restoration an alternative plan was field reviewed and considered. It has further been determined that the creek bed area is the responsibility of the City's as it relates to storm water conveyance.

The proposed plan calls out for an additional storm sewer pipe to be intercepted at the existing slope box and ran through the roadway and discharge to the existing pond. The engineering study will provide the City a plan that would be utilized for construction in 2018, pending budget consideration. Attached and labeled as [Attachment C](#) is the Engineering Study Proposal. The scope of the Engineering Study includes the following:

Task 1 Topographic Surveying
Horizontal control planes
Right of way delineation

Task 2 Geotechnical Investigation
Soil Testing- Clean Construction for Demolition Debris (CCDD)

Task 3 Pre-Final Plans

This item was budgeted for FY17/18 and the expenditure would be expended from the following line item account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY17-18 BUDGET	PROPOSED EXPENDITURE
25-35-4376	Capital - Storm Water/Ditch Projects	\$25,000.00	\$ 9,500.00

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Christopher B. Burke Engineering in an amount not to exceed \$9,500.00.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the agenda for the May 1, 2017 City Council agenda for formal approval.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 16, 2016

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Devonshire – Survey Services
(CBBEL Project No. 95-323 Misc.)

Dear Dan:

As outlined in our email dated November 1, 2016, we have prepared this letter to detail the scope and cost to prepare a topographic survey at the aforementioned development.

The survey scope would be a topographic survey along the east line of the townhouse development and the west line of the adjoining development for a swath of about 40' to 50' wide, from Plainfield Road south to the pond. They will locate all ground features including utility pedestals, manholes, retaining walls, pavement, any found corner markers, etc. Work can start as early as next week or until there is significant snow on the ground (as long as they can see the top of the blades of grass they can survey it). We are presuming the survey will be done this season and not next spring. The end product would be a topographic exhibit and would include apparent property lines and easements. This will be completed for a fee not to exceed \$5,500. Let me know if you need a formal proposal of if this is sufficient

If you would like us to proceed, please sign and date this letter and return to me.

Sincerely,

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

Accepted by the City of Darien:

By:

Title:

Director, Municipal Svcs

Date:

11/16/2016











CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 18, 2017

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac – Director of Municipal Services

Subject: Professional Engineering Services Proposal for Design Engineering
Devonshire Storm Sewer Improvements

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design engineering services related to the Devonshire Storm Sewer Improvements project in the City of Darien. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the City would like to construct a new 36" storm sewer to carry the flow to the existing pond to the south without relying on the overland flow route. To facilitate this pipe size, the sewer would be routed to Knottingham Circle and then south toward the pond. The sewer would have to pass back through another side yard of lots 10 and 11 of the County Homes of Sawmill Creek to reach the pond. As we discussed in our January 26, 2017 memo, we have presumed that the storm sewer would be under the pavement with one lane would be repaved and there will be sewer and/or water services that will need to be adjusted as part of the project.

The scope of this proposal includes topographic survey, utility coordination, preparation of pre-final plans and specifications for the City to receive proposals, and preparation of an Engineer's Opinion of Probable Cost.

SCOPE OF WORK

Task 1A – Topographic Survey:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1'=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering / drainage analysis.

***NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.**

Task 1B – JULIE Utility Survey: CBBEL will coordinate with utility owners and with JULIE Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map.

Task 2 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 1 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

The objectives of the boring study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Task 3 – Pre-Final Plans, Specifications and Estimate (75%): CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with City and IDOT design criteria. It is our understanding that these documents will be utilized by the City to receive proposals from Contractors either as part of or similar to the City's drainage maintenance program.

The following sheets and associated manhours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
General Notes/Summary of Quantities	1	8	8
Alignment, Ties and Benchmark Sheets (1"=50')	1	8	8
Existing Conditions and Removals Plan (1"=20')	1	10	10
Storm Sewer Plan and Profile (1"=20')	2	10	20
Construction Details	1	8	8
Specifications	--	--	8
Cost Estimate/Quantities	--	--	4
TOTAL	6		66

CBBEL will provide final reproducible drawings and specifications to be issued to prospective bidders.

This proposal assumes that little or no public involvement will be required during the final design of this project, so this scope of work shall not include preparation for or participation in public involvement efforts undertaken by the City. We also presume that construction observation will be performed by City staff. If desired, a separate proposal for construction observation will be provided.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
Task 1A – Topographic Survey:	\$ 5,900
Task 1B – Utility Survey and Coordination	\$ 600
Task 2 – Geotechnical Investigation	\$ 500
Task 3 – Pre-Final Plans, Specifications and Estimate (75%)	\$ 1,500
Direct Costs	\$ 1,000

TOTAL NOT-TO-EXCEED FEE: \$ 9,500

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,



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

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

BY: _____
TITLE: _____
DATE: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$9,500 FOR THE SURVEYING, ENGINEERING, AND PRE FINAL PLANS FOR THE DEVONSHIRE STORM SEWER IMPROVEMENTS

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$9,500 for the surveying, engineering, and pre final plans for the Devonshire Storm Sewer Improvements, 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 1st day of May 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of May 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

April 18, 2017

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac – Director of Municipal Services

Subject: Professional Engineering Services Proposal for Design Engineering
Devonshire Storm Sewer Improvements

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design engineering services related to the Devonshire Storm Sewer Improvements project in the City of Darien. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the City would like to construct a new 36" storm sewer to carry the flow to the existing pond to the south without relying on the overland flow route. To facilitate this pipe size, the sewer would be routed to Knottingham Circle and then south toward the pond. The sewer would have to pass back through another side yard of lots 10 and 11 of the County Homes of Sawmill Creek to reach the pond. As we discussed in our January 26, 2017 memo, we have presumed that the storm sewer would be under the pavement with one lane would be repaved and there will be sewer and/or water services that will need to be adjusted as part of the project.

The scope of this proposal includes topographic survey, utility coordination, preparation of pre-final plans and specifications for the City to receive proposals, and preparation of an Engineer's Opinion of Probable Cost.

SCOPE OF WORK**Task 1A – Topographic Survey:**

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

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TOTAL NOT-TO-EXCEED FEE: \$ 9,500

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,



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

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

BY: _____
TITLE: _____
DATE: _____

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

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services Meeting
April 24, 2017

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$92,000 for the surveying, engineering, plans and bid documents for the replacement of water main on Plainfield Road from 75th Street to East of Tennessee Avenue.

AND

A contingency in the amount of \$20,000 for exploratory excavations related to engineering efforts.

BACKGROUND

The proposed engineering project is for the replacement of cast iron water main located beneath the pavement of Plainfield Road, between 75th Street and Tennessee Avenue. The existing 12” water main is estimated to have been installed between the late 1960’s to the mid-1970. The pipe is a main transmission line that runs from Plant No. 2 (Plainfield Road and Cass Ave to the eastern limits of the City. The department has and continues to experience numerous water main breaks on this line. During the emergency excavations Staff has identified abandoned piping that is still in service. It appears that during the widening of Plainfield Road, in the early 1980’s, fire hydrants were capped off, the valves were buried and the hydrants were then relocated. Additional buried items such as line stops were utilized during the relocation of the fire hydrants and also buried in place. Several of the existing line stops have blown off and caused severe water loss, road buckling and low pressure issues, especially over the last four winter seasons. There are existing valves that will not provide a complete shutdown and requires additional neighborhood valves to be isolated causing resident and/or business complaints of no water. The existing water main is made of cast iron and has been identified during the main breaks to be deteriorating through corrosion.

The proposed water main would be ductile iron and pending existing conflicts would be run in the parkway along Plainfield Road. Lateral crossings would be constructed through the roadways and tied into the existing water main. The proposed plans would call out for new fire hydrants, water services, and valves.

The scope of the engineering study and plans includes the following, and is attached as [Attachment A](#):

TASK	FEE
Task 1 – Topographic Survey & JULIE Utility Survey	\$20,000
Task 2 – Geotechnical Investigation	\$ 5,000
Task 3 – DuPage County DOT Permits	\$ 5,000
Task 4 – IEPA Water Main Construction Permitting	\$ 1,000
Task 5 – Pre-Final Plans	\$37,500
Task 6 – Final Plans	\$11,000
Task 7 – Bid Documents	\$ 5,000

Task 8 – Bidding Assistance	\$ 1,500
Task 9 – Project Coordination and Meetings	\$ 5,000
Direct Costs	\$ 1,000
TOTAL NOT-TO-EXCEED FEE:	\$92,000

Staff is further requesting a contingency in the amount of \$20,000 for exploratory excavations to identify potential utility conflicts. The work would include the necessary excavation and restoration.

This item was budgeted for FY17/18 and the expenditure would be expended from the following line item account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY17-18 BUDGET	PROPOSED EXPENDITURE
12-51-4815	Engineering-Plainfield Road Water Main	\$250,000.00	\$ 92,000.00
12-51-4815	Contingency Exploratory Excavations-Plainfield Road Water Main		\$ 20,000.00
Total			\$ 112,000.00

STAFF RECOMMENDATION

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$92,000 for the surveying, engineering, plans and bid documents for the replacement of water main on Plainfield Road from 75th Street to East of Tennessee Avenue.

AND

A contingency in the amount of \$20,000 for exploratory excavations related to engineering efforts.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the agenda for the May 1, 2017 City Council agenda for formal approval.

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

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

April 18, 2017

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac – Director of Municipal Services

Subject: Professional Engineering Services Proposal for Design Engineering
Plainfield Road Watermain Replacement

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design engineering services related to the Plainfield Road Watermain Replacement project in the City of Darien. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the City would like to replace the existing 8-inch watermain with new 12" ductile iron water main along Plainfield Road from 75th Street to just east of Tennessee Avenue. The proposed size of the watermain will be twelve (12") inches in diameter and will be placed beneath the sidewalk in the southern parkway of Plainfield Road since the existing watermain is beneath the pavement. The connections to the existing watermain will include a cut-in to the existing 12-inch watermain in the existing 75th Street pavement and a cut-in connection to the existing 12-inch watermain just east of the Darien Sportsplex. The proposed watermain will be parallel to an existing 24" storm sewer that will need to be removed and replaced with watermain quality storm sewer pipe.

The existing water main will be plugged and abandoned in place. New service lines and water service boxes will be provided for all existing services. New valve vaults and fire hydrants will be constructed at locations designated by the City. The City may also wish to solicit input from the fire protection district. The location of the proposed water main will be based on the location of existing trees and the existing utilities. The new water main will be connected to the existing water main at both ends of the project. CBBEL will apply for and acquire the required IEPA permit prior to construction. A permit will also be required from DuPage County Division of Transportation for work within their right of way.

The scope of this proposal includes topographic survey, utility coordination, final engineering design, preparation of construction plans and specifications, preparation of an Engineer's Opinion of Probable Cost, permitting and bidding assistance.

SCOPE OF WORK

Task 1A – Topographic Survey:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

***NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.**

Task 1B – JULIE Utility Survey: CBBEL will coordinate with utility owners and with JULIE Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map.

Task 2 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include 2 soil borings to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Task 3 – DuPage Count DOT Permit: CBBEL will prepare and submit for the DuPage County Department of Transportation permit for the proposed watermain within the Plainfield Road and 75th Street right of way. Permit application fees are not included in this task and shall be paid by the City outside of this agreement.

Task 4 – IEPA Water Main Construction Permit: CBBEL will prepare and submit an IEPA construction permit application for all water main improvements associated with the project. CBBEL will revise plans and specifications based on comments received by IEPA. Permit application fees are not included in this task and shall be paid by the City outside of this agreement.

Task 5 – Pre-Final Plans, Specifications and Estimate (75%): Based on the City preliminary review comments, CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with City and IDOT design criteria.

The following sheets and associated manhours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	10	10
General Notes/Summary of Quantities	1	10	10
Alignment, Ties and Benchmark Sheets (1"=50')	2	12	24
Existing and Proposed Typical Sections	1	12	12
Existing Conditions and Removals Plan (1"=20')	3	10	30
Water Main Plan and Profile (1"=20')	5	16	80
Construction Details	4	10	40
Erosion Control Plan and Details	2	12	24
Erosion Control Plans	1	12	12
Specifications	--	--	24
Cost Estimate/Quantities	--	--	16
TOTAL	20		282

CBBEL will coordinate with permitting agencies as necessary. CBBEL will submit permit applications to IEPA for water main improvements. The permit application will be submitted in a timely manner to facilitate expeditious construction.

All special contract special provisions will be prepared in IDOT standard format.

Task 6 – Final Plans, Specs and Estimates (95%): Based on the City and permit agencies pre-final review comments, CBBEL will revise the plans, specifications and estimate. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The plans will be submitted to the City and any review agencies for review and approval. The final plans will be resubmitted to the City and permitting agencies for final approval.

Task 7 – Bid Documents (100%): CBBEL will finalize the plans, specifications, and estimate for public bidding. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the City in electronic format.

CBBEL will provide final reproducible drawings and specifications to be issued to prospective bidders.

Task 8 – Bidding Assistance: CBBEL will attend the bid opening, tabulate the bids and make recommendations to the City, prepare contracts for the successful bidder.

Task 9 – Project Coordination and Meetings: CBBEL will coordinate with the City and project stakeholders throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that two (2) project coordination meetings will be held with City Staff.

This proposal assumes that little or no public involvement will be required during the final design of this project, so this scope of work shall not include preparation for or participation in public involvement efforts undertaken by the City. We also presume that construction observation will be performed by City staff. If desired, a separate proposal for construction observation will be provided.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

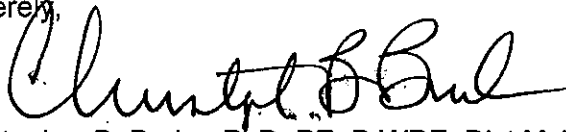
<u>Task</u>	<u>Fee</u>
Task 1 – Topographic Survey & JULIE Utility Survey	\$20,000
Task 2 – Geotechnical Investigation	\$ 5,000
Task 3 – DuPage County DOT Permits	\$ 5,000
Task 4 – IEPA Water Main Construction Permitting	\$ 1,000
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Task 6 – Final PS&E (95%)	\$11,000
Task 7 – Bid Documents (100%)	\$ 5,000
Task 8 – Bidding Assistance	\$ 1,500
Task 9 – Project Coordination and Meetings	\$ 5,000
Direct Costs	\$ 1,000

TOTAL NOT-TO-EXCEED FEE: \$92,000

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,



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

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

BY: _____
TITLE: _____
DATE: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$92,000 FOR THE SURVEYING, ENGINEERING, PLANS AND BID DOCUMENTS FOR THE REPLACEMENT OF WATER MAIN ON PLAINFIELD ROAD FROM 75TH STREET TO EAST OF TENNESSEE AVENUE AND A CONTINGENCY IN THE AMOUNT OF \$20,000 FOR EXPLORATORY EXCAVATIONS RELATED TO ENGINEERING EFFORTS

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$92,000 for the surveying, engineering, plans and bid documents for the replacement of water main on Plainfield Road from 75th Street to East of Tennessee Avenue and a contingency in the amount of \$20,000 for exploratory excavations related to engineering efforts, 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 1st day of May 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of May 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

April 18, 2017

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac – Director of Municipal Services

Subject: Professional Engineering Services Proposal for Design Engineering
Plainfield Road Watermain Replacement

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional design engineering services related to the Plainfield Road Watermain Replacement project in the City of Darien. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

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The existing water main will be plugged and abandoned in place. New service lines and water service boxes will be provided for all existing services. New valve vaults and fire hydrants will be constructed at locations designated by the City. The City may also wish to solicit input from the fire protection district. The location of the proposed water main will be based on the location of existing trees and the existing utilities. The new water main will be connected to the existing water main at both ends of the project. CBBEL will apply for and acquire the required IEPA permit prior to construction. A permit will also be required from DuPage County Division of Transportation for work within their right of way.

The scope of this proposal includes topographic survey, utility coordination, final engineering design, preparation of construction plans and specifications, preparation of an Engineer's Opinion of Probable Cost, permitting and bidding assistance.

SCOPE OF WORK

Task 1A – Topographic Survey:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.

Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto one base map at 1'=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

***NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.**

Task 1B – JULIE Utility Survey: CBBEL will coordinate with utility owners and with JULIE Utility Coordination to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map.

Task 2 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include 2 soil borings to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Task 3 – DuPage Count DOT Permit: CBBEL will prepare and submit for the DuPage County Department of Transportation permit for the proposed watermain within the Plainfield Road and 75th Street right of way. Permit application fees are not included in this task and shall be paid by the City outside of this agreement.

Task 4 – IEPA Water Main Construction Permit: CBBEL will prepare and submit an IEPA construction permit application for all water main improvements associated with the project. CBBEL will revise plans and specifications based on comments received by IEPA. Permit application fees are not included in this task and shall be paid by the City outside of this agreement.

Task 5 – Pre-Final Plans, Specifications and Estimate (75%): Based on the City preliminary review comments, CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with City and IDOT design criteria.

The following sheets and associated manhours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	10	10
General Notes/Summary of Quantities	1	10	10
Alignment, Ties and Benchmark Sheets (1"=50')	2	12	24
Existing and Proposed Typical Sections	1	12	12
Existing Conditions and Removals Plan (1"=20')	3	10	30
Water Main Plan and Profile (1"=20')	5	16	80
Construction Details	4	10	40
Erosion Control Plan and Details	2	12	24
Erosion Control Plans	1	12	12
Specifications	--	--	24
Cost Estimate/Quantities	--	--	16
TOTAL	20		282

CBBEL will coordinate with permitting agencies as necessary. CBBEL will submit permit applications to IEPA for water main improvements. The permit application will be submitted in a timely manner to facilitate expeditious construction.

All special contract special provisions will be prepared in IDOT standard format.

Task 6 – Final Plans, Specs and Estimates (95%): Based on the City and permit agencies pre-final review comments, CBBEL will revise the plans, specifications and estimate. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The plans will be submitted to the City and any review agencies for review and approval. The final plans will be resubmitted to the City and permitting agencies for final approval.

Task 7 – Bid Documents (100%): CBBEL will finalize the plans, specifications, and estimate for public bidding. A final estimate of cost and estimate of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the City in electronic format.

CBBEL will provide final reproducible drawings and specifications to be issued to prospective bidders.

Task 8 – Bidding Assistance: CBBEL will attend the bid opening, tabulate the bids and make recommendations to the City, prepare contracts for the successful bidder.

Task 9 – Project Coordination and Meetings: CBBEL will coordinate with the City and project stakeholders throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that two (2) project coordination meetings will be held with City Staff.

This proposal assumes that little or no public involvement will be required during the final design of this project, so this scope of work shall not include preparation for or participation in public involvement efforts undertaken by the City. We also presume that construction observation will be performed by City staff. If desired, a separate proposal for construction observation will be provided.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

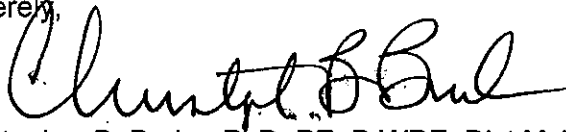
<u>Task</u>	<u>Fee</u>
Task 1 – Topographic Survey & JULIE Utility Survey	\$20,000
Task 2 – Geotechnical Investigation	\$ 5,000
Task 3 – DuPage County DOT Permits	\$ 5,000
Task 4 – IEPA Water Main Construction Permitting	\$ 1,000
Task 5 – Pre-Final PS&E (75%)	\$37,500
Task 6 – Final PS&E (95%)	\$11,000
Task 7 – Bid Documents (100%)	\$ 5,000
Task 8 – Bidding Assistance	\$ 1,500
Task 9 – Project Coordination and Meetings	\$ 5,000
Direct Costs	\$ 1,000

TOTAL NOT-TO-EXCEED FEE: \$92,000

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,



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

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

BY: _____
TITLE: _____
DATE: _____

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

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services
April 24, 2017

Issue Statement

Approval of a [resolution](#) authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$8,800.00 for design engineering services related to chlorination equipment at Plant 2-Plainfield and Cass Ave and the 75th Street Pumping Station, adjacent to Home Depot Plant.

Background/History

Currently the City utilizes 150 pound chlorine gas cylinders accompanied by pumps, injectors, scales, leak detectors and feed control equipment in order to add chlorine to the Lake Michigan Water. During the last several years the amount of chlorine has decreased due to residual level of the incoming water from the DuPage Water Commission. The City adds chlorine to the water to maintain the optimum level as per the EPA guidelines. The gas chlorine is a very corrosive chemical to work with and can cause serious injuries to employees and damage to other equipment if a leak occurs. Due to the risk that is associated with gas chlorine and the reduced feed rates, communities are switching to liquid chlorine feeding at their pumping stations. Attached and labeled as [Attachment A](#), is an engineering agreement with Christopher B. Burke Engineering Ltd (CBBEL) for design services for converting to a liquid chlorine feed system.

The proposed engineering agreement includes the following scope of services:

Task 1 – Data Collection and Review	\$1,500
Task 2 – Preparation of Request for Proposal (RFP)	\$3,500
Task 3 – Attendance at the Proposal Site Meeting	\$1,500
Task 4 – Review Proposals	\$1,000
Task 5 – IEPA Application	\$1,000
Direct Costs	\$300
TOTAL ENGINEERING COST NOT TO EXCEED	\$8,800

Funding for the Engineering Services is included the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	PROPOSED EXPENDITURE
02-50-4815	CAPITAL PURCHASES-Liquid CL2 Conversion-Engineering	\$ 40,000.00	\$ 8,800.00

Chlorination Equipment Engineering
April 24, 2017
Page 2

Staff Recommendation

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$8,800.00 for design engineering services related to chlorination equipment at Plant 2-Plainfield and Cass Ave and the 75th Street Pumping Station, adjacent to Home Depot Plant.

Alternate Consideration

Not approving this agreement.

Decision Mode

This item will be on the May 1, 2017 City Council agenda for formal consideration.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 18, 2017

Revised April 19, 2017

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Mr. Dan Gombac, Director of Municipal Services

Subject: Professional Engineering Services Proposal for Design Engineering
Chlorination Equipment at Potable Water Pumping Facilities

Dear Mr. Gombac:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional design engineering services related to the installation of chlorination equipment at two potable water pumping facilities in the City of Darien. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the City would like to replace existing gas chlorination equipment with a liquid form chlorination system including, but not limited to, storage tank, injectors, pumps and accessories. CBBEL anticipates preparing a technical document describing the work in a Request for Proposal (RFP) format to provide to contractors. CBBEL will attend a site meeting with the City and contractors to allow a site inspection and distribution of the RFP prior to proposal due date. CBBEL will assist the City with tabulation and review of the proposals received.

SCOPE OF SERVICES

Task 1 – Data Collection and Review: CBBEL will meet with City staff at the pumping facilities to review existing conditions, suggest a proposed site layout, and discuss the proposed equipment preferred by the City.

Task 2 – Preparation of Request for Proposal (RFP): Based on Task 1 results, CBBEL will prepare an RFP for distribution to contractors. The RFP will include sketches, product data sheets, drawings, specifications and proposal forms for contractor's use.

Task 3 – Attendance at the Proposal Site Meeting: CBBEL will attend a site meeting with contractors and the City to review the RFP and review existing conditions.

Task 4 – Review Proposals: CBBEL will review proposals received by the City, tabulate the results and make a recommendation for award of a contract.

Task 5 – IEPA Permitting: CBBEL will complete the IEPA permit application and send to IEPA along with the plans and equipment information to obtain an IEPA permit for the liquid chlorination equipment.

ESTIMATED FEE

We have determined the following fees for each of the tasks described in this proposal:

Task 1 – Data Collection and Review	\$1,500
Task 2 – Preparation of Request for Proposal (RFP)	\$3,500
Task 3 – Attendance at the Proposal Site Meeting	\$1,500
Task 4 – Review Proposals	\$1,000
Task 5 – IEPA Permitting	\$1,000
Direct Costs	\$300
<hr/>	
TOTAL	\$8,800

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,

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

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

BY: _____
TITLE: _____
DATE: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROVAL TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$8,800 FOR DESIGN ENGINEERING SERVICES RELATED TO CHLORINATION EQUIPMENT AT PLANT 2 – PLAINFIELD AND CASS AVENUE AND THE 75TH STREET PUMPING STATION ADJACENT TO HOME DEPOT PLANT

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$8,800 for design engineering services related to chlorination equipment at Plant 2 – Plainfield and Cass Avenue and the 75th Street Pumping Station adjacent to Home Depot Plant, 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 1st day of May 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of May 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 18, 2017

Revised April 19, 2017

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Mr. Dan Gombac, Director of Municipal Services

Subject: Professional Engineering Services Proposal for Design Engineering
Chlorination Equipment at Potable Water Pumping Facilities

Dear Mr. Gombac:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional design engineering services related to the installation of chlorination equipment at two potable water pumping facilities in the City of Darien. Included in this proposal is our Understanding of the Assignment, Scope of Services and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the City would like to replace existing gas chlorination equipment with a liquid form chlorination system including, but not limited to, storage tank, injectors, pumps and accessories. CBBEL anticipates preparing a technical document describing the work in a Request for Proposal (RFP) format to provide to contractors. CBBEL will attend a site meeting with the City and contractors to allow a site inspection and distribution of the RFP prior to proposal due date. CBBEL will assist the City with tabulation and review of the proposals received.

SCOPE OF SERVICES

Task 1 – Data Collection and Review: CBBEL will meet with City staff at the pumping facilities to review existing conditions, suggest a proposed site layout, and discuss the proposed equipment preferred by the City.

Task 2 – Preparation of Request for Proposal (RFP): Based on Task 1 results, CBBEL will prepare an RFP for distribution to contractors. The RFP will include sketches, product data sheets, drawings, specifications and proposal forms for contractor's use.

Task 3 – Attendance at the Proposal Site Meeting: CBBEL will attend a site meeting with contractors and the City to review the RFP and review existing conditions.

Task 4 – Review Proposals: CBBEL will review proposals received by the City, tabulate the results and make a recommendation for award of a contract.

Task 5 – IEPA Permitting: CBBEL will complete the IEPA permit application and send to IEPA along with the plans and equipment information to obtain an IEPA permit for the liquid chlorination equipment.

ESTIMATED FEE

We have determined the following fees for each of the tasks described in this proposal:

Task 1 – Data Collection and Review	\$1,500
Task 2 – Preparation of Request for Proposal (RFP)	\$3,500
Task 3 – Attendance at the Proposal Site Meeting	\$1,500
Task 4 – Review Proposals	\$1,000
Task 5 – IEPA Permitting	\$1,000
Direct Costs	\$300
<hr/>	
TOTAL	\$8,800

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,

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

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

BY: _____
TITLE: _____
DATE: _____

AGENDA MEMO
Municipal Services Committee
April 24, 2017

ISSUE STATEMENT

A [resolution](#) authorizing the purchase of one (1) Waterdog Sprayer from Air One Equipment in an amount not to exceed \$7,255.00.

BACKGROUND/HISTORY

The existing sprayer on the water trailer is fitted with a manual controlled side sprayer that only sprays in one pattern and does not produce a controlled flow adjacent to the roadway therefore requiring the vehicle to encroach further into the travel lane. The existing sprayer requires the driver to manually turn off the sprayer while approaching mailboxes or vehicles parked in a driveway. The water mounted trailer is heavily utilized for plantings and general restoration from April through November.

The new spray head will have the ability to be controlled remotely from the cab with functions that would facilitate optimal control of water flow and would be extremely efficient. The nozzle can be adjusted from a stream to a fog, with full motion including oscillation to water sod without repositioning the truck /trailer.

Below is a summary of the competitive quotes for the purchase of the Waterdog Sprayer:

DESCRIPTION	QUANTITY
7101 ELKHART BRASS SIDEWINDER	1
7105 ELKHART BRASS WIRELESS REMOTE	1
EB15 ELKHART BRASS EB15 UNIBODY VALVE ELECTRIC	1
*7150 ELKHART BRASS EXM QUICK CONNECT BASE	1
FREIGHT	1

VENDOR	COST
Air One Equipment	\$7,255.00
*Fire Equipment Associates	\$7,429.00
*Elkhart Brass	\$11,312.00

*Not included in quote

The FY17/18 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	EXPENDITURE	BALANCE
01-30-4225	Capital Purchases - Equipment	\$ 5,750.00	\$ 3,627.50	\$ 2,122.50
02-50-4225	Capital Purchases – Equipment	\$ 5,750.00	\$ 3,627.50	\$ 2,122.50
TOTALS		\$ 11,500.00	\$ 7,255.00	\$ 4,245.00

Waterdog Sprayer

April 24, 2017

Page 2

Staff Recommendation

Staff recommends approval of this resolution authorizing the purchase of one (1) Waterdog Sprayer from Air One Equipment in an amount not to exceed \$7,255.00.

Alternate Consideration

As directed by the Committee.

Decision Mode

This item will be placed on the May 1, 2017 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) WATERDOG
SPRAYER FROM AIR ONE EQUIPMENT IN AN AMOUNT NOT TO
EXCEED \$7,255.00**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Air One Equipment for the purchase of one (1) waterdog sprayer in an amount not to exceed \$7,255.00, 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 1st day of May, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 1st day of May, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

Quotation



Air One Equipment, Inc.
360 Production Drive, South Elgin IL 60177
Telephone: (847) 289-9000
Fax: (847) 289-9001

TO: CITY OF DARIEN MUNICIPAL SERVICES
1041 SOUTH FRONTAGE ROAD
DARIEN, IL 60561

Date: 3/27/17

ATTN: JOHN CARR

REF: ELKHART

We are pleased to submit the following quotation in accordance with your request and subject to the Terms and Conditions listed below.

Qty	Part Number	Description	Each	Extended
1	7101	ELKHART BRASS 7101 SD SIDEWINDER EXM MONITOR	\$3,605.00	\$3,605.00
1	7015	ELKHART BRASS WIRELESS REMOTE	\$955.00	\$955.00
1	6000-200E	ELKHART BRASS 15-200GPM SELECTABLE NOZZLES	\$965.00	\$965.00
1	EB15	ELKHART BRASS EB15 UNIBODY VALVE ELECTRIC CONTROLLED	\$1,395.00	\$1,395.00
1	7150	ELKHART BRASS EXM QUICK CONNECT BASE, MODEL 7150	\$295.00	\$295.00
1	FREIGHT	FREIGHT ESTIMATE, NOT TO EXCEED, MAY BE LESS	\$40.00	\$40.00

			Total	\$7,255.00

By: _____
Air One Equipment, Inc.



Quote

Fire Equipment Associates Inc.

Date: 3/24/2017

P.O. Box 221

Flushing, MI 48433

PH. 1-866-659-2883, FAX 1-810-659-2226

fireassociates@yahoo.com

To: City of Darien Municipal Services
 1041 South Frontage Rd
 Darien IL 60561
 ATTN: John Carr

Salesperson	Bid Number	Payment Terms	Bid Good For:
Kevin	1284-17	Net 30 / Conditions Below	60 Days

Qty	Description	Unit Price	Line Total
1.00	7101 Elkhart Sidewinder Monitor	\$3,809.00	\$3,809.00
1.00	7015 Elkhart Wireless Remote	\$1,005.00	\$1,005.00
1.00	6000-200E Elkhart 15-200 Adjustable Nozzle	\$1,015.00	\$1,015.00
1.00	EB15 Elkhart Unibody Electric Controller	\$1,525.00	\$1,525.00

**PRICES QUOTED FOR PAYMENTS BY CASH, CHECK OR ACH.
 ADD 3% FOR CREDIT CARD PAYMENTS**

Subtotal	\$7,354.00
Shipping	\$75.00
Total	\$7,429.00

Thank you for your business!

ELKHART BRASS

FIRE FIGHTING EQUIPMENT A SAFE FLEET BRAND

1302 West Beardsley Ave. | Elkhart, IN 46514 | 800.346-0250 | www.elkhartbrass.com

Quote Date:	3/23/2017
Quote Number:	3231700%

Customer Name:	Darien IL Public Works
Project Name:	
Customer Number:	
Attention:	John Carr
Discount:	

MATERIALS			
<u>Quantity</u>	<u>Decription</u>	<u>Net Price</u>	<u>Total Price</u>
1	7101 SD Sidewinder EXM	\$5,886.00	\$5,886.00
1	7015 Wireless remote	\$1,565.00	\$1,565.00
1	6000-200E 15-200 gpm selectable nozzle	\$1,571.00	\$1,571.00
1	EB15 unibody valve electric controlled	\$2,290.00	\$2,290.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$11,312.00

Quote Notes	
Authorized by:	
Expiration Date:	90 days
Fax/ Verbal Quote?	

Quote Stipulations	
Request Drop Ship?	
Min. Quantity?	
Reason	

AGENDA MEMO
Municipal Services Committee
April 24, 2017

ISSUE STATEMENT

A [resolution](#) authorizing the purchase of one new (1) SkyJack battery powered scissor lift from O’Leary’s Contractors Equipment and Supply in an amount not to exceed \$14,025.00.

BACKGROUND/HISTORY

The scissor lift is a new piece of equipment that was approved for the FY 17/18 Budget. The equipment will allow the department to perform duties more efficiently, safely and include:

- Installation of Holiday Decorations at the Clock Tower
- Washing of dump trucks
- Maintenance of Dump Trucks (lighting, wipers, top of cab/dump body)
- Maintenance of lighting equipment within the high bay garage
- Maintenance of garage doors within the high bay garage
- Maintenance of garage heaters within the high bay garage

Below is a summary of the competitive quotes for the purchase of the Skyjack battery powered scissor lift:

DESCRIPTION	QUANTITY
SkyJack Model 3220 Electric Scissor Lift	1
6 Foot Powered Extension Deck	1
FREIGHT	1

VENDOR	COST
O’Leary’s Contractors Equipment and Supply	\$14,025.00
Sky King	\$15,400.00
Time Savers Aerials	\$17,754.00

The FY17/18 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 17/18 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Capital Sky Jack Scissor Lift	\$15,775.00	\$ 14,025.00	\$ 1,750.00

Staff Recommendation

Staff recommends approval of this resolution authorizing the purchase of one new (1) SkyJack battery powered scissor lift from O’Leary’s Contractors Equipment and Supply in an amount not to exceed \$14,025.00.

SkyJack Scissor Lift

April 24, 2017

Page 2

Alternate Consideration

As directed by the Committee.

Decision Mode

This item will be placed on the May 1, 2017, City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW SKYJACK BATTERY POWERED SCISSOR LIFT FROM O’LEARY’S CONTRACTORS EQUIPMENT AND SUPPLY IN AN AMOUNT NOT TO EXCEED \$14,025

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from O’Leary’s Contractors Equipment and Supply for the purchase of one (1) new SkyJack battery powered scissor lift in an amount not to exceed \$14,025.00, 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 1st day of May, 2017.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of May, 2017.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

O'LEARY'S CONTRACTORS
EQUIPMENT AND SUPPLY

1031 N. Cicero Avenue
 Chicago, Illinois 60651
 (773) 252-6600
 Fax: (773) 252-6650
 E-Mail: brian.alesia@olearysinc.net

QUOTATION



City of Darien
 ATTN: Dave
 DFell@DarienIL.gov

QUOTATION DATE	SALESPERSON
3/15/2017	Brian Alesia
	QUOTE
	Purchase 031517

Availability	Shipped VIA	F.O.B.	Terms
5 to 6 Weeks	O'Leary's		Net 30
	SkyJack Model 3220 Electric Scissor Lift ~ 6ft Power Deck Option	\$ 14,025.00	\$ 14,025.00

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS, THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE PRICES AND TERMS ON THIS QUOTATION ARE NOT SUBJECT TO VERBAL CHANGES OR OTHER AGREEMENTS UNLESS APPROVED IN WRITING BY THE HOME OFFICE OF THE SELLER. ALL QUOTATIONS AND AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, FIRES, AVAILABILITY OF MATERIALS AND ALL OTHER CAUSES BEYOND OUR CONTROL.

BY _____ ACCEPTED _____
 DATE _____

Thank You For Your Business !


SKY KING LIFT RENTALS
CUSTOMER LOYALTY DESERVES ROYALTY

770 Larsen Lane, Bensenville, IL 60106
Tel: (630) 613-0000 Fax (630) 519-1995
www.skykinglifts.com

QUOTATION

March 13, 2017
Quote #SQCOD3220df

David Fell
City of Darien

SkyJack 3220

- 20' Platform Height, Reach 26'
- 32" Wide
- 77.5" Stowed Height
- 900 lb Capacity
- 3,510 lbs Machine Weight
- 3' extension deck



New 2017 Price:

~~\$13,500.00~~

New 2017 with 6' Powered Extension Deck:

\$15,400.00

This quotation is valid for 30 days from date listed above

Quoted by: Jeremy Coyne
Mobile: (630) 280-4168
jc@skykingliftrentals.com

Qty: 1 Skyjack scissor lift
model SJIII 3220 (standard unit, no options)

Price: \$14,325.00

Frt: \$
125.00

TOTAL:
\$14,450.00

Qty: 1 Skyjack scissor lift model SJIII 3220
(w/optional 6' powered extension deck)

Price: \$17,204.00

Frt: \$
550.00

TOTAL:
\$17,754.00

**.MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
March 27, 2017**

PRESENT: Alderman Joseph Marchese – Chairman, Alderman Thomas Belczak, Alderman Thomas Chlystek (6:37 pm), Dan Gombac – Director

ABSENT: None

ESTABLISH QUORUM

Chairman Joseph Marchese called the meeting to order at 6:36 p.m. at City Hall Council Chambers, Darien, Illinois and declared a quorum present.

NEW BUSINESS

- a. **Resolution -Approval of a resolution to extend a contract with TruGreen, LP for five (5) various fertilizer applications in an amount not to exceed \$20,290.00 for the 2017 Landscape Fertilization Services at Roadside Rights of Way and Medians of 75th Street, and certain segments of Plainfield Road. Included also are City owned facilities such as the Water Plant grounds, the Public Works facility and the City Hall grounds. The proposed contract extension would be the first extension, year 2 of a three (3) year contract.**

Mr. Dan Gombac, Director reported that this is request is for landscaping services for five applications of fertilizer along 75th Street from Clarendon Hills Road to Lemont Road. He reported that the vendor has been very receptive.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution to extend a contract with TruGreen, LP for five (5) various fertilizer applications in an amount not to exceed \$20,290.00 for the 2017 Landscape Fertilization Services at Roadside Rights of Way and Medians of 75th Street, and certain segments of Plainfield Road. Included also are City owned facilities such as the Water Plant grounds, the Public Works facility and the City Hall grounds. The proposed contract extension would be the first extension, year 2 of a three (3) year contract.

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

- b. **Resolution - Approval of a resolution for the 2017 Street Maintenance contract with Schroeder Asphalt Inc. as per the following schedule of pricing: Base Bid \$1,376,033.75 plus Alternate 5 -\$63,000.00 Total Cost \$1,439,033.75.**

Mr. Dan Gombac, Director reported that this proposal is for the City's 2017 Street Maintenance Program proposing approximately five miles with alternates.

Alderman Belczak questioned if it makes sense to do alternates two and three because they were approved and included in the budget.

Mr. Gombac stated that he can include them for next year.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval a resolution for the 2017 Street Maintenance contract with Schroeder Asphalt Inc. as per the following schedule of pricing: Base Bid \$1,376,033.75 plus Alternate 5 -\$63,000.00 Total Cost \$1,439,033.75.

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

- c. Resolution - Approval of a resolution to extend a contract with Rag's Electric Company for the annual 2017/18 Street Light Maintenance Contract. The proposed contract extension would be the second extension, year 3, of a three (3) year contract.**

Mr. Dan Gombac, Director reported that this approval is to extend a contract with Rag's Electric Company for the annual Street Light Maintenance contract.

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

Alderman Marchese made a motion and it was seconded by Alderman Belczak approval of a resolution to extend a contract with Rag's Electric Company for the annual 2017/18 Street Light Maintenance Contract. The proposed contract extension would be the second extension, year 3, of a three (3) year contract.

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

- d. Resolution - Approval of a resolution awarding a contract extension for the 2017 Street Sweeping Services between the City of Darien and Illinois Central Sweeping in an amount not to exceed \$42,650.00.**

Mr. Dan Gombac, Director reported that this is the second and final two year optional annual contract extension for street sweeping services between the City and Illinois Central Sweeping. He reported that there will be four sweepings with the goal of bringing them in at an optimal time.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution awarding a contract extension for the 2017 Street Sweeping Services between the City of Darien and Illinois Central Sweeping in an amount not to exceed \$42,650.00.

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

- e. Resolution - Approval of a resolution accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices for certain waste for a period of May 1, 2017 through April 30, 2018.**

Mr. Dan Gombac, Director reported that this request is for analytical soil testing fees for excavated materials. He reported that the cost is averaging \$100 - \$700 per test and that there have been no concerns with the vendor.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution accepting the unit price proposal for analytical soil testing fees from Testing Services Corporation at the proposed unit prices for certain waste for a period of May 1, 2017 through April 30, 2018.

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

- f. Resolution - Approval of a Resolution authorizing the Mayor to execute a two year Intergovernmental Agreement with the County of DuPage for mowing along County roads and right of ways.**

Mr. Dan Gombac, Director reported that this request authorizes the Mayor to execute a two year Intergovernmental Agreement with the County of DuPage for mowing along the County roads and right of ways.

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

Alderman Belczak made a motion and it was seconded by Alderman Marchese approval of resolution authorizing the Mayor to execute a two year Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

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

- g. Ordinance - Approval of an Ordinance Amending Section 3-3-7-1 (B) liquor code to Class A Liquor License to allow Sunday sales to start at 7:00 A.M. instead of 9:00 A.M.**

Mr. Dan Gombac, Director reported that Brookhaven Marketplace is requesting the City to amend their existing Class A liquor license for the retail sales of liquor from 9:00 a.m. to 7:00 a.m. He reported that they are requesting this due to lost sales to existing and potential retail competition from neighboring communities.

Mr. Gombac reported that he looked at all of the licenses and that there are nine stores eligible for the same if the City allows this request. He reported that the Mayor supports this liquor code change.

Alderman Chlystek questioned if this was for the sale of retail only.

Mr. Gombac reported that it is for retail only and allows sales until midnight.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of an ordinance amending Section 3-3-7-1 (B) liquor code to Class A Liquor License to allow Sunday sales to start at 7:00 A.M. instead of 9:00 A.M.

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

h. Resolution – Amending the Darien Pointe Plaza, Prohibited Use Agreement, to allow a Dentist Office.

Mr. Dan Gombac, Director reported that the City approved a post-closing agreement between the Darien Pointe developer and the City which contains a list of prohibited uses. He reported that the developer is requesting approval of a dentist office due to the concerns of parking congestion from Starbucks and Nothing Bundt Cakes. He further reported that recently Chiba Japanese Restaurant signed a lease agreement and will occupy two spaces within the south building on the north end.

Mr. Gombac reported that the Mayor is not in favor of this request. He reported that this request would be the final unit and the space 100% occupied.

Alderman Chlystek questioned the length of the lease.

Mr. Randy Kotwica, Edgemark Commercial Real Estate Services stated that there is a 10 year initial lease with a 10 year renewal.

Alderman Chlystek questioned if this is a corporation.

Mr. Gombac reported that the dentist currently has a practice in Wisconsin but that he is living in Darien and wants to open an office near his home. He stated that he also has been practicing for five years and will practice general dentistry and orthodontics.

Mr. Gombac stated that this request will soften the parking situation.

Alderman Belczak stated that the downside is the taxes.

Mr. Kotwica stated that he provided a list of businesses whom he has contacted to try to bring to that site.

Chairperson Marchese stated that this is a successful center and that he did not have a problem with the request.

Mr. Gombac stated that the dental office will also bring walking traffic to the other businesses.

Alderman Belczak stated that there are parking issues and that he has no issues with the dentist but that he was concerned if there was a monetary issue.

Mr. Gombac reported that he would provide the list of businesses that Mr. Kotwica provided to the Mayor prior to the City Council meeting.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution amending the Darien Pointe Plaza, Prohibited Use Agreement, to allow a Dentist Office.

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

- i. Ordinance - Approval of an Ordinance granting a one year extension to the minor amendment to an approved PUD for Darien Towne Center for AMVETS Collection Center.**

Mr. Dan Gombac, Director reported that this is a request for approval of an ordinance granting a one year extension to the minor amendment to an approved PUD for Darien Towne Center for the AMVETS Collection Center.

It was discussed and agreed that AMVETS is neat and that there are never any issues and that staff recommend to the Mayor to leave it as is and not come back yearly for an extension.

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

Alderman Belczak made a motion and it was seconded by Alderman Marchese approval of an ordinance granting a one year extension to the minor amendment to an approved PUD for Darien Towne Center for AMVETS Collection Center.

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

- j. Ordinance-Approval of an Ordinance amending Section 3-3-7-4 (D) Expanding the number of Class D licenses from eight (8) to nine (9).**

Mr. Dan Gombac, Director reported that Chiba Japanese Restaurant has applied for a building permit and a liquor license to open a restaurant at the Darien Pointe Plaza. He reported that the license would allow alcohol to be served to patrons for consumption on the premises with no carryout sales. He further reported that the petitioner agreed that there will be no video gaming and that he will sign the waiver agreement.

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

Alderman Chlystek made a motion and it was seconded by Alderman Belczak approval of an ordinance amending Section 3-3-7-4 (D) Expanding the number of Class D licenses from eight (8) to nine (9).

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

- k. Resolution - Approval of a Resolution authorizing the purchase of two (2) new 2017 Ford Escape S, from Currie Motors Fleet in the amount of \$45,296.00 (\$22,648.00 each).**

Mr. Dan Gombac, Director reported that this is for the purchase of two new 2017 Ford Escape S to be utilized by the City Administrator and by the Community Development Department.

He reported that Suburban Purchasing Cooperative was better pricing.

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

Alderman Chlystek made a motion and it was seconded by Alderman Belczak approval of a resolution authorizing the purchase of two (2) new 2017 Ford Escape S, from Currie Motors Fleet in the amount of \$45,296.00 (\$22,648.00 each).

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

- I. Resolution -Approval of a resolution authorizing the purchase of one new 2017, Ford F350 4x4, cab and chassis from Bob Ridings Fleet Sales Program in an amount not to exceed \$40,150.**

Mr. Dan Gombac, Director reported that the new truck will be used for material hauling, snow plowing and de-icing operations for the Street Division replacing Unit 107 a 2006 GMC Model 3500 with approximately 97,000 miles. He reported that the purchase of the cab and chassis would be through the State of Illinois Joint Purchase program.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution authorizing the purchase of one new 2017, Ford F350 4x4, cab and chassis from Bob Ridings Fleet Sales Program in an amount not to exceed \$40,150.

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

- m. Resolution - Approval of a resolution accepting a proposal from Henderson Products for the purchase of a service body equipment package, lighting accessories, and hydraulic controls, for the 2017 Ford F350 4x4, cab and chassis, Unit 107 in the amount of \$42,537.00.**

Mr. Dan Gombac, Director reported that the new truck will be used for material hauling, snow plowing and de-icing operations for the Street Division replacing Unit 107 a 2006 GMC Model 3500 with approximately 97,000 miles. He reported that the purchase of the equipment package, lighting accessories and hydraulic controls would be through the National Joint Powers Alliance.

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

Alderman Belczak made a motion and it was seconded by Alderman Chlystek approval of a resolution accepting a proposal from Henderson Products for the purchase of a service body equipment package, lighting accessories, and hydraulic

controls, for the 2017 Ford F350 4x4, cab and chassis, Unit 107 in the amount of \$42,537.00.

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

n. **Minutes - January 9, 2017 Municipal Services Committee**

Alderman Belczak made a motion and it was seconded by Alderman Chlystek to approve the January 9, 2017 Municipal Services Committee meeting minutes.

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

DIRECTOR'S REPORT

No report.

NEXT SCHEDULED MEETING

Chairman Marchese announced that the next regularly scheduled meeting is scheduled for Monday, April 24, 2017 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Chlystek made a motion and it was seconded by Alderman Belczak to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 7:59 p.m.

RESPECTFULLY SUBMITTED:

Joseph Marchese
Chairman

Thomas Belczak
Alderman

Thomas Chlystek
Alderman