

AGENDA
Municipal Services Committee
October 27, 2025
6:00 P.M. – Council Chambers

1. Call to Order & Roll Call

2. Establishment of Quorum

3. Old Business

- a. **Discussion** - Text amendments to Title 5A (Zoning Regulations) to update commercial vehicle parking restrictions and overweight vehicle parking restrictions on private property, including overnight parking (applies to all zoning districts within the City).

4. New Business

- a. **Ordinance** - PZC2025-17 Variations – 8226 S. Cass Avenue - Petitioner (Nerijus Ceponas) requests a variation from Section 5A-5-9-5 to allow for the construction of an accessory structure (garage) exceeding 800 square feet in size on the property located in the (O) Office Zoning District at 1535 North Frontage Road, Darien IL 60561 (PIN: 10-04-201-001).
- b. **Motion** – Authorizing the purchase of alternative liquid deicer and anti-icing products from K-Tech Specialty Coatings, Inc., in an amount not to exceed \$110,000.
- c. **Motion** - Authorizing to extend a proposal from JC Landscaping & Tree Service at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for the period of May 1, 2026 through April 30, 2027.
- d. **Motion** – Authorizing to extend a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2026 through April 30, 2027.
- e. **Motion** - Authorizing to extend a proposal from JC Landscaping & Tree Service at the proposed schedule of prices for the Landscape Restoration for the period of May 1, 2026 through April 30, 2027.
- f. **Motion** - Authorizing to extend a proposal from Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2026 through April 30, 2027.
- g. **Motion** - Authorizing the extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the Ditch Landscape Maintenance Program for the period of May 1, 2026 through April 30, 2027.
- h. **Motion** - Authorizing the extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2026 through April 30, 2027.
- i. **Ordinance** - Authorizing the disposal of surplus property.
- j. **Motion** - Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2026 Street Maintenance Program, in an amount not to exceed, in an amount not to exceed \$36,925.00.
- k. **Motion** - Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement coring for the proposed 2026 Street Maintenance Program, in an amount not to exceed \$14,000.00.

- l. **Minutes** – **September 22, 2025** Municipal Services Committee

5. Director's Report

6. Next scheduled meeting – Monday, November 24, 2025

7. Adjournment

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
AUGUST 4, 2025

ISSUE STATEMENT

Discussion of text amendments to Title 5A (Zoning Regulations) to update commercial vehicle parking restrictions and overweight vehicle parking restrictions on private property, including overnight parking (applies to all zoning districts within the City).

ORDINANCE**ATTACHMENTS**

- 1) PROPOSED ORDINANCE REVISIONS (PARKING RESTRICTIONS)**
- 2) COMMON WORK VEHICLE WEIGHT TABLE (UNLOADED)**
- 3) CONSTRUCTION EQUIPMENT AND TRAILER/HAULER SURVEY**

BACKGROUND

In recent years, the Police Department and the Community Development Department have experienced difficulties in properly enforcing the City's adopted commercial vehicle parking regulations restricting the parking or storage of commercial vehicles on private property throughout the City, specifically relating to conflicting provisions in other sections of the Code or vague definitions of commercial vehicles.

The City adopted general restrictions on vehicles and the parking of vehicles in 1972. Additional parking restrictions were adopted in the 1990s and early 2000s. Currently, Title 5A (Zoning Regulations) restricts vehicles and the parking of vehicles based on the weight, vehicle type, whether it is "for hire", and whether or not it is being used to further a commercial enterprise. This has led to habitual offenders claiming certain vehicles are for personal use, or are hobby cars. In addition, the regulations fail to account for the mainstream adoption by the public of larger pickups, utility vans, and EV trucks. In many cases, the ordinance is not specific enough to enforce. The City also relies on Title 9 (Traffic Regulations) for parking enforcement, however those regulations are inconsistent with the Zoning Code and the Police Department does not typically enforce parking violations on private property.

Examples of commercial and overweight vehicles parked in residential properties in Darien include but are not limited to the following:

- Decommissioned military vehicles (Humvees, supply trucks, etc.)
- School buses
- Tow trucks and dump trucks
- Delivery vans
- Multiple work trucks or vehicles
- Construction machinery
- Food trucks

ANALYSIS**A) Current Regulations**

Existing Zoning Regulations: The current parking restrictions in the Zoning Code are contained in Section 5A-11-2-1 (G), which states:

Overnight Parking Restrictions: There shall be no overnight parking of semitruck, semitrailer, or any truck weighing over eight thousand (8,000) pounds on private property, or on public right of way, with the exception of truck parking areas permitted by the zoning district and construction trailers permitted by the zoning enforcement officer.

This regulation, while specific with regard to vehicle weight, does not restrict the parking of commercial vehicles.

Other Parking Restrictions: Other regulations the City uses to enforce parking restrictions include Sections 9-3-1 (D) and (E), which are in Title 9 (Traffic Regulations) of the City Code. These sections state the following:

(D) Vehicles More Than Twelve Thousand Pounds: It shall be unlawful to park or store or allow to stand any commercial vehicle with more than a registered weight of twelve thousand (12,000) pounds, on any residential property within the city.

(E) Vehicles Less Than Twelve Thousand Pounds: It shall be unlawful to park or store or allow to stand more than one commercial vehicle with less than a registered weight of twelve thousand (12,000) pounds on any residential parcel or property within the City.

These regulations are unique in that usually other jurisdictions' traffic regulations concern activities in public rights-of-ways and leave parking on private property as a zoning matter. Additionally, this section is different than existing zoning restrictions in two key ways – one, it establishes a maximum number of commercial vehicles that can be parked on a residential property (a maximum of one), and two, it allows for a high weight limit than the Zoning Code permits.

Definition of Commercial Vehicle: Any vehicle operated for the transportation of persons or property in the furtherance of any commercial or industrial enterprise, for-hire or not-for-hire, but not including a commuter van, a vehicle used in a ridesharing arrangement when being used for that purpose, or a recreational vehicle not being used commercially. (Section 1-3-2 of the City Code)

Penalties: Penalties for Zoning Ordinance violations are contained in Section 5A-2-5. The minimum penalty for a violation is \$100.00 and the maximum penalty for a violation is \$500.00. A separate offense shall be deemed committed on each day that such violation occurs or continues. While the City's general penalty caps out higher at \$750.00, no changes to the penalties are currently proposed by staff.

B) Proposed Ordinance Revisions

Staff researched commercial vehicle regulations in neighboring jurisdictions and spoke with Code Enforcement professionals to research appropriate changes. While the Village of Burr Ridge contained more restrictive parking regulations (no outdoor storage or parking of any commercial/overweight vehicles are allowed), provisions were contained in their code that provided very clear criteria/identifiers for what a commercial vehicle is. Those criteria have been included in a set of comprehensive ordinance revisions, as well as other clarifying changes. See Attachment 1 for the proposed ordinance revisions in full. For reference, staff compiled the estimated weights of common work trucks, vans, and step-vans into a table (see Attachment 2).

Summary of Key Changes: The following key changes are contained within the proposed ordinance revisions:

- Inserts new table establishing vehicle classes.
- Continues to limit vehicle weight to 8,000 pounds and ties the limit to the vehicle class chart.
- Updates definition for a commercial vehicle for the purposes of Section 5A-11-2 (Off-Street Parking) to include descriptors such as signage, mounted auxiliary equipment, registered weight, and physical descriptions.
- **Clarifies that tow trucks, construction trailers, haulers and other construction equipment are prohibited. (For discussion)**
- Provides for/clarifies that a maximum of one (1) commercial vehicle may be stored or parked outdoors, and an additional (1) commercial vehicle may be parked or store within an enclosed building such as a garage, for a maximum total of (2) commercial vehicles per property.
- Uses language that is consistent with other provisions of the Code such as Title 9.
- **A six-month amortization or “sunset” clause, as recommended by the Municipal Services Committee. (For discussion)**

PZC MEETING – JULY 17, 2025

This item was presented to the Planning, Zoning and Economic Development Commission on July 17, 2025. **Following staff’s presentation and discussion, the Commission voted 6-0 to make a motion to recommend approval of the ordinance revisions to the Municipal Services Committee and City Council.**

MSC MEETING – JULY 21, 2025

This item was presented to the Municipal Services Committee on July 21, 2025. Following staff’s presentation and discussion, the Committee voted 2-0 to make a motion and recommend approval of the ordinance to the City Council, on the condition that language be added specifically restricting construction equipment. Staff stated that they would return to the Committee with the requested language.

MSC MEETING AUGUST 4, 2025

The Municipal Services discussed this item at its meeting on August 4, 2025. Following staff’s report, the Committee discussed options for addressing construction equipment and trailers/haulers. The Committee also discussed the need for sunset provisions for properties currently storing such vehicles and equipment. As it was unknown how many properties in the City stored construction equipment and trailers, Director Gombac indicated an inventory would be conducted prior to a final recommendation by the Municipal Services Committee. No members of the public were present and the item was continued to a future meeting date pending completion of the inventory.

CONSTRUCTION EQUIPMENT AND TRAILER/HAULER SURVEY

Between August 13 and September 14, 2025, Code Enforcement conducted a citywide windshield survey to identify residential properties storing construction trailers and equipment. A total of 36 properties were documented, with the majority storing utility trailers, though several sites also contained construction equipment, box trucks, and snow blades. Some properties were noted as having multiple trailers or a history of prior citations. The survey did not identify how

many properties had a single work truck or van, as many homes citywide have such vehicles and were not the focus of the inventory. The inventory is attached (see Attachment 3).

DECISION MODE

The Municipal Services Committee will discuss this item at its meeting on October 27, 2025.

MEETING SCHEDULE

Municipal Services Committee
City Council

October 27, 2025
November 3, 2025

ATTACHMENT 1
ORDINANCE REVISIONS (COMMERCIAL VEHICLE PARKING)

5A-11-2: OFF-STREET PARKING:

5A-11-2-1: GENERAL REQUIREMENTS:

(A) Location:

1. All Uses: All off-street parking spaces required to serve a building, structure, or use erected or established after the effective date hereof or any amendment hereto, or subsequently altered or enlarged, shall be located on the same lot as the building, structure, or use served, or, except for single-family and two-family residences, within three hundred feet (300') walking distance of such building, structure, or parcel of land if said spaces are located in the same zoning district.

2. Nonconforming Parking Lots: Owners of property nonconforming as to off-street parking, except for single-family and two-family residences, who elect to provide off-street parking and become conforming, may locate such parking on land other than the lot on which the building, structure, or use is located; provided, that such parking shall be located within three hundred feet (300') walking distance of said building, structure, or parcel of land. Provided, however, that the owners of such property may only provide off-street parking for a nonresidential use within a residential area after having received approval to do so by the City Council.

(B) Joint Parking Facilities:

1. Off-street parking facilities for separate uses may be provided collectively, if the total number of spaces so provided is not less than the sum of the separate requirements governing location of accessory off-street parking spaces in relation to the use served, and is located not more than three hundred feet (300') walking distance from all of the buildings, structures, and uses which such parking is intended to serve.

2. Further, no off-street parking space or portion thereof shall serve as a required space for more than one use unless a variance is granted pursuant to the provisions of Section [5A-2-2-3](#) of this Title.

3. In the case of joint parking facilities, parking may occur in the required yard without regard to side lot line or rear lot line at the point of combination of the parcels.

(C) Control Of Off-Site Or Joint Parking Facilities:

1. Off-Site Facilities: In cases where the required off-street parking facilities are permitted on land other than the lot on which the building, structure, or use served is located, such facilities shall be in the same possession, whether by deed or long-term lease, as the lot occupied by the building, structure, or use to which the parking facilities are accessory. A copy of the deed or lease shall be filed with the City Clerk.

In addition, appropriate covenants shall be filed for record in the office of the county recorder as follows:

(a) For the lot on which the required parking is located, covenants shall be filed by the owner of said lot, providing that such lot shall provide and be maintained for the required number of off street parking spaces during the existence of the building, structure, or use for which such parking is intended.

(b) For the lot on which the building, structure, or use is located, covenants shall be filed by the owner of said lot, providing that the building or structure, shall be used or the use maintained only for as long as the required number of off street parking spaces are provided, in accordance with this title or any amendment hereto. Such covenants shall be reviewed by the city attorney as to content and form.

2. Joint Facilities: In cases where the required off street parking facilities are collectively provided and used, written covenants and easements assuring their retention, maintenance, and use for such purposes shall be executed by the parties concerned. Such covenants and easements shall be filed with the city clerk, reviewed as to content and form by the city attorney, and filed for record in the office of the county recorder.

(D) Access: Except on lots accommodating single-family dwellings, each off street parking space shall open directly upon an aisle or driveway of such width and design as to provide safe and efficient means of vehicular access to such parking space as provided in subsection (F) of this section. All off street parking facilities shall be designed with appropriate means of vehicular access to a street in a manner which will least interfere with traffic movement and as may be provided in the applicable zoning district regulations or other ordinances of the city. All driveways shall conform to all applicable driveway specifications adopted by the city.

(E) Computation: When the determination of the number of off street parking spaces required by this title results in a requirement of a fractional space, any fraction of less than one-half ($\frac{1}{2}$) may be disregarded, while a fraction of one-half ($\frac{1}{2}$) or more shall be counted as one parking space. Off street parking spaces required on an employee basis shall be based on the maximum number of employees on duty or residing, or both, on the premises at any one time.

(F) Design And Maintenance:

1. Plan: The design and construction of parking lots or areas shall be subject to the standards specified by this title, and to other such standards in this title, or other ordinances of the city, as may be adopted by the city council from time to time.

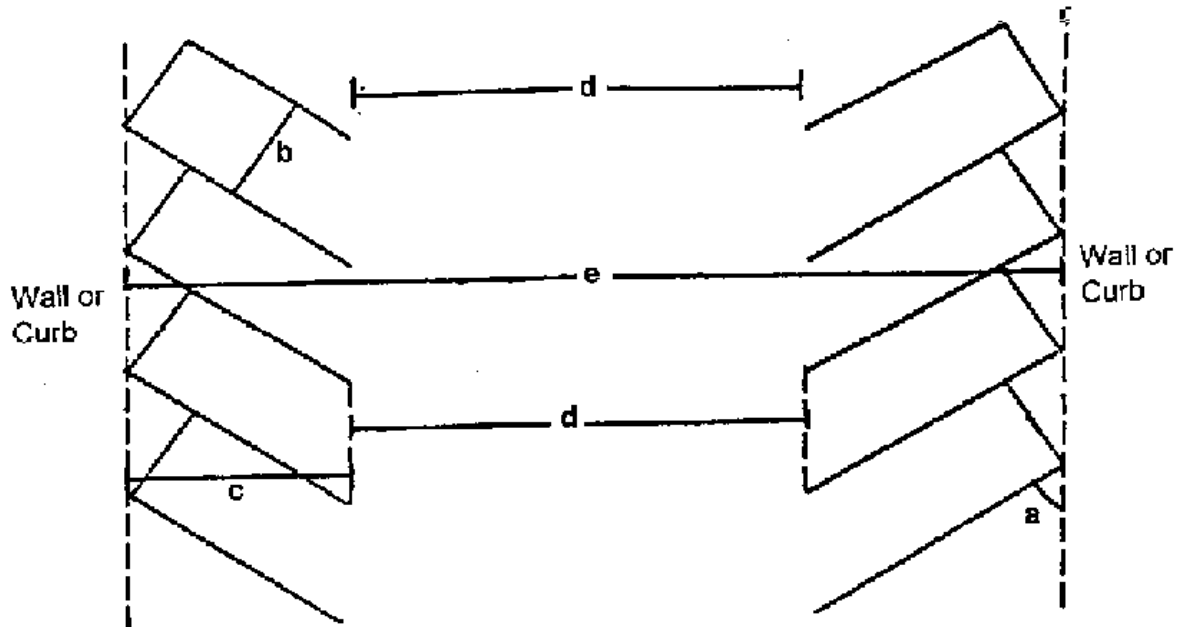
2. Character: Accessory off street parking spaces may be open to the sky or enclosed in a building, provided, that enclosed parking spaces shall have a vertical clearance of at least seven feet (7').

3. Parking Space, Stall, And Aisle Dimensions And Arrangements: The stall and aisle dimensions and arrangements of all parking areas shall meet the following criteria:

(a) The minimum stall width shall be nine feet (9').

(b) The minimum stall length shall be eighteen feet (18'), except for parallel parking which shall be twenty four feet (24') in length.

(c) The minimum aisle width shall be dependent on the parking angle of the parking stall and on whether aisle traffic is one- way or two-way. All two-way aisles shall be twenty four feet (24') in width. Parking shall be designed in compliance with the following table:



Legend				
a	Parking angle			
b	Stall width			
c	Depth to wall or curb			
d	Aisle width			
e	Module width (wall to wall or curb to curb)			

a	b	c	d	e
Parking Angle	Stall Width	Space Depth To Wall	Aisle Width	Module Wall To Wall
45 degrees	9'	17'4"	13'	47'8"
60 degrees	9'	19'	17'	55'
90 degrees	9'	18'	24'	60'

4. Surfacing And Striping: All open off street parking facilities and maneuvering areas, including parking spaces accessory to a single-family dwelling, shall be

constructed with asphalt, concrete or other approved hard surface paver material in compliance with the engineering specifications as approved by city council, and as may be amended from time to time. All off street parking shall be restricted to a hard surface required by this section. Residential driveways nonconforming to the surfacing requirement as of the date of this title, may be continued until such time as the principal structure is completely reconstructed.

5. Lighting: Any lighting used to illuminate off street parking areas shall be designed in accordance with the standards of the Illuminating Engineers Society (IES). The lighting shall be directed away from adjoining properties and public streets in such a way so as not to create a nuisance. (See section [5A-12-4-3](#) of this title.)

6. Storm Drainage: All parking lots or areas shall be designed and constructed in accordance with the city stormwater control regulations and subject to the review and recommendations of the city engineer.

7. Barrier Curbs Required: All parking lots shall be provided with six inch (6") barrier curbs. Wheel stops are not allowed in parking lots.

8. Landscape Requirements: All parking lots must be designed in compliance with chapter 10 of this title.

(G) ~~Overnight~~ Parking Restrictions:

1. ~~It shall be unlawful to park or store or allow to stand any~~ ~~There shall be no~~ ~~overnight parking of semitruck, semitrailer, or any truck~~ ~~vehicle Class 2 or higher~~ weighing over eight thousand (8,000) pounds on private property, ~~or on public right of way,~~ with the exception of truck parking areas permitted by the zoning district, and construction trailers permitted by the zoning enforcement officer, ~~and vehicles actually engaged in loading or unloading of merchandise or passengers.~~

Class 1 - 6,000 & Less			
			
Minivan	Cargo Van	SUV	Pickup Truck
Class 2 - 6,001 to 10,000			
			
Minivan	Cargo Van	Full-Size Pickup	Step Van
Class 3 - 10,001 to 14,000			
			
Walk-in	Box Truck	City Delivery	Heavy-Duty Pickup
Class 4 - 14,001 to 16,000			
			
Large Walk-in	Box Truck	City Delivery	
Class 5 - 16,001 to 19,500			
			
Bucket Truck	Large Walk-in	City Delivery	
Class 6 - 19,501 to 26,000			
			
Deverage Truck	Gingle A/c	School Bus	Rack Truck
Class 7 - 26,001 to 33,000			
			
Refuse	Furniture	City Transit Bus	Truck Tractor
Class 8 - 33,001 & Over			
			
Cement Truck	Truck Tractor	Dump Truck	Sleeper

2. It shall be unlawful to park or store or allow to stand any vehicles, equipment, or machinery designed for the movement of earth, snow, roadwork, or for use on a farm (including, but not limited to, bobcats, bulldozers, road graders, tractors, cranes, and rollers), or implements or attachments for such machinery or equipment on private property.

3. Except those trailers allowed in Section 5A-5-11 of this title, it shall be unlawful to park or store or allow to stand any hauling trailers, dump-body trailers, and/or enclosed trailers, designed to carry property and to be drawn by a motor vehicle on private property.

4. It shall be unlawful to park, store, or allow to stand any tow truck, wrecker, flatbed, rollback, vehicle carrier, or other vehicle equipped for or commonly used in towing or transporting other motor vehicles on any private property, except when actively engaged in the loading or unloading of a vehicle.

5. It shall be unlawful to park or store or allow to stand more than one (1) commercial vehicle, as defined in this section, outdoors on any residentially zoned property within the City.

6. It shall be unlawful to park or store or allow to stand more than two (2) commercial vehicles, as defined in this section, overnight in a upon any lot or parcel of land, including those stored or parked in a fully enclosed building or structure.

7. For purposes of this section, commercial vehicles shall be defined as follows:

a. Any vehicle exhibiting lettering or logo(s) advertising a business related enterprise (other than traditional bumper stickers).

b. Any vehicle with attached auxiliary equipment including, but not limited to hydraulic equipment, utility/ladder racks, vices, sprayers, spreaders, cargo storage boxes or lockers.

c. Any vehicle requiring a vehicle license of Class D as regulated by the State of Illinois including but not limited to trucks, cargo vans, commercial limousines, and buses.

d. Any vehicle containing products, equipment, debris, or materials intended for commercial or business use whether in the open, in a cargo storage area, or covered by removable material or fabric.

e. Any van that does not have seating behind the driver's seat and the front passenger seat or without side windows adjacent to the rear seating area such as panel vans.

(H) Display Of Vehicles For Sale: Off street parking facilities shall not be used for the parking of a motor vehicle or vehicles for the purpose of displaying the same for sale unless the primary use of the property on which the parking facility is located is in the business of selling or leasing used or new motor vehicles; however, this section shall not prohibit an owner or occupant of property in areas zoned residential from displaying vehicles for sale on the property's off street parking facilities provided the vehicle is owned by the owner or occupant of the residential property.

(I) On or prior to May 3, 2026, all nonconforming properties must be brought into conformance with the parking restriction regulations of this article. This period is for all purposes deemed an appropriate amortization period for each and every nonconforming property presently located within the corporate limits of the City or hereinafter located within the City by reason of annexation into the City of the lot or parcel on which the vehicles/uses are located.

ATTACHMENT 2
COMMON VEHICLE WEIGHT TABLE (UNLOADED)

Make/Model	Vehicle Type	Estimated Curb Weight (Unloaded)	Estimated Max Gross Vehicle Weight (Loaded)
RAM 1500	Pickup Truck	4,514 to 5,724 lbs.	n/a
Chevrolet Silverado	Pickup Truck	4,521 to 5,514 lbs.	n/a
Ford F-150	Pickup Truck	4,154 to 4,930 lbs.	n/a
Toyota Tacoma	Pickup Truck	4,140 to 4,285 lbs.	n/a
Ford F-350 DRW Super Cab	Large Pickup Truck	7,868 lbs.	n/a
Ford Transit Connect	Van	3,979 lbs.	5,260 lbs
Nissan NV3500	Van	5,923 to 7,110 lbs.	9,480 pounds
Mercedes-Benz Sprinter 3500	Van	5,346 to 5,776 lbs.	9,990 lbs.
Ford E-450 DRW Step Van	Step-Van / Food Truck	4,960 lbs.	10-12,000 lbs
Chevrolet P30 Step Van	Step-Van / Food Truck	5,609 to 6,249 lbs	10-12,000 lbs

Source: Manufacturer Data



ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



August 13, 2025

8801 Lake Ridge

Trailer (used for home occupation. Court citation issued in the past)

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



August 26, 2025
7504 Main Street
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/Hauler INVENTORY



September 8, 2025
122 69th Street
Multiple trailers (occupant cited twice this year)

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
105 69th Street
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
117 68th Street
Multiple pieces of construction equipment (permit?)

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
115 Iris
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
127 Iris
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025

113 Iris

Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
6718 Dale
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 14, 2025
129 Holly
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
209 Holly
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
6910 Brookbank
Box truck – no plates

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
302 69th Street
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
125 67th Street
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
6702 Leonard
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
6721 Leonard
Large trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
6806 Leonard
Snow blade

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
6701 Richmond
Digger

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
513 70th
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
6918 Bentley
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
513 70th
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
542 Maple Avenue
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
621 Maple
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
532 Maple
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
7209 Tennessee
Contractor equipment

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
7210 Western
Two Trailers

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
7214 Western
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
7221 Leonard
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 8, 2025
7130 Beechnut
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 11, 2025
7710 Warwick
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 11, 2025
7613 Warwick
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 11, 2025
7710 Brookbank
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 11, 2025
7729 Linden
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 12, 2025
1018 Timber
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 12, 2025
1026 Cherokee
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 12, 2025
7838 Pine Pkwy
Trailer

ATTACHMENT 3
CONSTRUCTION VEHICLE AND TRAILER/HAULER INVENTORY



September 12, 2025
302 Plainfield Road
Trailer

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
OCTOBER 15, 2025

CASE

PZC2025-17

Variations – 8226 S. Cass Avenue

ORDINANCE**ISSUE STATEMENT**

Petitioner (Nerijus Ceponas) requests a variation from Section 5A-5-9-5 to allow for the construction of an accessory structure (garage) exceeding 800 square feet in size on the property located in the (O) Office Zoning District at 1535 North Frontage Road, Darien IL 60561 (PIN: 10-04-201-001).

GENERAL INFORMATION

Petitioner:	Nerijus Ceponas
Property Owner:	Key Property Solutions LLC (Nerijus Ceponas)
Property Location:	1535 North Frontage Road
PIN Number:	10-04-201-001
Existing Zoning:	Office District (O)
Existing Land Use:	Office
Proposed Land Use:	Office
Comprehensive Plan:	Office
Surrounding Zoning & Uses	
North:	Multi Family Residence District (R-3); Golf Course
East:	Single Family Residence District (R-1) Single Family Res.
South:	Unincorporated; I-55, US Army Reserve Center
West:	Multi Family Residence District (R-3); Single Family Res.
Size of Property:	0.86 Acres
Floodplain:	Special Flood Hazard Area (floodplain) is on the property.
Natural Features:	Variable slope characteristics with some wooded areas
Transportation:	The petition site gains access from one driveway off of North Frontage Road.

ATTACHMENTS

- A) LOCATION MAP & AERIAL IMAGE**
- B) PLAT OF SURVEY (EXISTING)**
- C) SITE PLAN**
- D) ARCHITECTURAL PLANS**
- E) ENGINEERING REVIEW LETTER**
- F) JUSTIFICATION LETTER**

BACKGROUND/OVERVIEW

The 0.86-acre subject property is located on the south side of North Frontage Road, approximately 300 feet east of the intersection of Carriage Green Drive and North Frontage Road (see Attachment A), within the Office (O) District. On June 3, 1986, the City Council adopted Ordinance No. O-13-96, annexing the property and placing it within the Office (O) District. The residence was later

converted into an office. In 2019, the property was purchased by Nerijus Cepronas, who moved the office for his construction business, Chapo Construction, to the property. The property is currently improved with parking stalls, a small detached garage, and the former residence converted into an office.

The petitioner now requests a variation from Section 5A-5-9-5 to allow for the construction of an accessory structure (garage) exceeding 800 square feet in size on the property, proposing to replace the existing two-car garage (see Attachment B) with an 1,800 square foot garage.

ANALYSIS

A) Zoning and Land Use

Existing Zoning and Land Use: The property currently lies within the Office (O) District. The site is bordered to the north and west by the Carriage Greens golf course and single family homes within Multi Family Residence District (R-3) District; to the east by a single family home within the Single Family Residence (R-1) District; and lastly, by the I-55 Expressway to the south. The current use of the property as a business office is permitted, and no land use changes are proposed.

B) Proposed Accessory Structure (Variation)

Site and Building Characteristics: The site plan (see Attachment C) shows that the larger 1,900 square foot garage is in the same general area the previous garage, on the east side of the office. The proposed structure is a 30-foot by 60-foot, single-story garage with traditional wood-frame construction. The gable roof is asymmetrical with a 5:12 pitch, clad in asphalt composition shingles, and features standard eave overhangs. Exterior walls utilize horizontal wooden siding. Two overhead garage doors are located on the front façade—one measuring 16 feet wide by 8 feet tall, and the other 10 feet wide by 12 feet tall. A 10-foot by 10-foot covered porch extends from the taller section of the building, supported by built-up cedar columns and beams, providing sheltered access and architectural emphasis. The design is consistent with typical residential detached garages (see Attachment D).

Engineering and Site Plan Review: Staff reviewed the petitioner submitted plans. The project complies with all required development standards, except with regard to the maximum size of accessory structures, as outlined below. The submitted plans were reviewed and accepted by Christopher B. Burke Engineering's Dan Lynch on September 18, 2025, who noted that the new garage will replace an existing structure with less than 2,500 square feet of net new impervious area (no PCBMP required), is located outside the floodplain, and could require a grading plan due to approximately three feet of elevation change across the proposed footprint. (see Attachment E).

Variation Request: Based on the site layout and submitted documents, the petitioner is requesting variations from Section 5A-5-9-5 of the City Code, which states in part that “an individual accessory building or structure which is not attached to the principal building or structure shall not exceed an area of eight hundred (800) square feet.”

Findings of Fact: The petitioner provided a Justification Narrative (see Attachment F) that supports the variation request. For reference, the criteria for City Variation requests are included below.

Variation Criteria:

The City may grant variations based on the finding-of-fact that supports the following criteria outlined below by the City to be the most relevant to the subject property situation.

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.*
- b) The plight of the owner is due to unique circumstances.*
- c) The variation if granted will not alter the essential character of the locality.*
- d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.*
- f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.*
- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- h) Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.*
- i) Net Benefit: The positive impacts to the community outweigh the negative impacts.*
- j) Sacrifice Basic Protections: The variation, if granted, will comply with the purposes and intent of this title set forth in subsection 5A-1-2(A) of this title and summarized as follows: to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.*

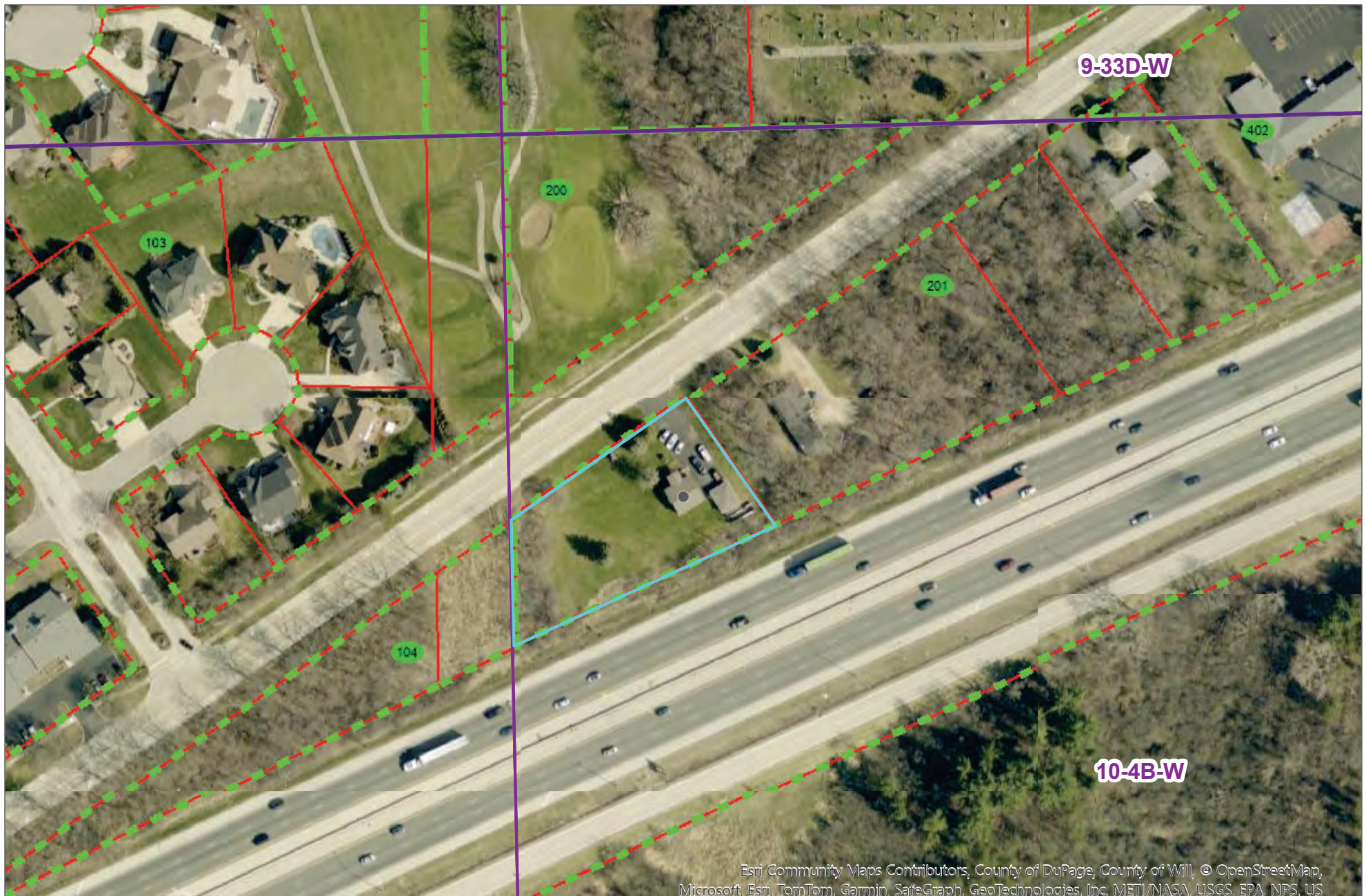
PZC MEETING – OCTOBER 15, 2025

The Planning, Zoning and Economic Development Commission reviewed this item at its meeting on October 15, 2025. Staff presented the item, after which the Commission asked questions clarifying the nature of the structure and property characteristics. Members of the public were present. **Following public testimony, the Commission made a motion recommending the City Council approve the request. The motion carried 7-0.**

MEETING SCHEDULE

Municipal Services Committee
City Council

October 27, 2025
November 3, 2025



Esri Community Maps Contributors, County of DuPage, County of Will, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US

DuPage County
Information Technology Department / GIS Division
421 N County Farm Rd.
Wheaton, IL 60187

Phone: 1(630)407-5000
Email: gis@dupageco.org

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

This map is for assessment
purposes only.

DuPage County Web Site :
<https://www.dupagecounty.gov>



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..... Subdivision Lot Lines Parcel Blocks
Cadastral Real estate

ATTACHMENT B - PLAT OF SURVEY (EXISTING)

Plat of Survey

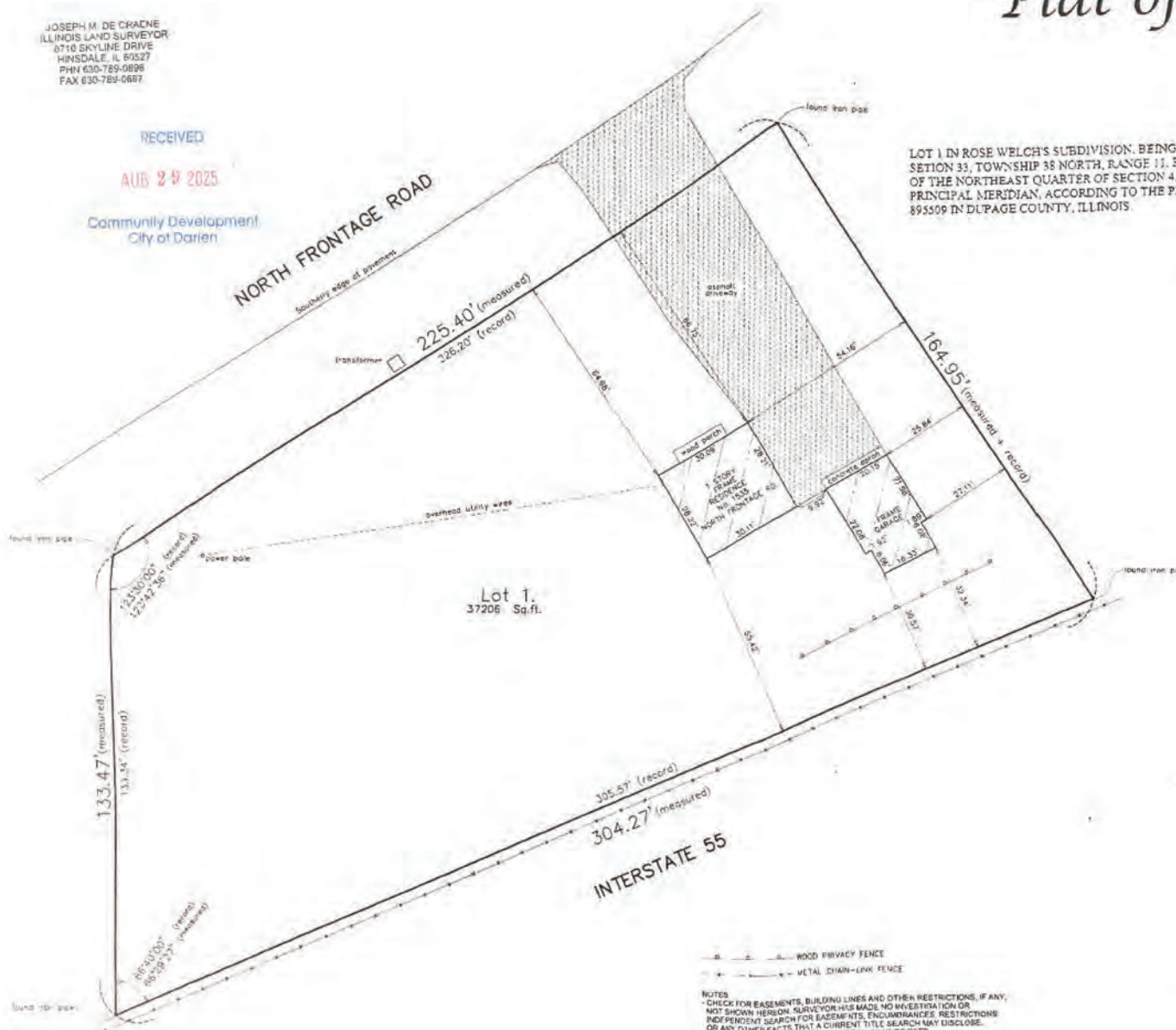


JOSEPH M. DE CRAENE
ILLINOIS LAND SURVEYOR
6716 SKYLINE DRIVE
HINSDALE, IL 60521
PHN 630-789-0826
FAX 630-789-0887

RECEIVED

AUG 29 2025

Community Development
City of Darien



LOT 1 IN ROSE WELCH'S SUBDIVISION, BEING A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO, A PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1958 AS DOCUMENT 895509 IN DUPAGE COUNTY, ILLINOIS.

— — — — — WOOD PRIVACY FENCE
— — — — — METAL CHAIN-LINK FENCE

NOTES:
- CHECK FOR EASEMENTS, BUILDING LINES AND OTHER RESTRICTIONS, IF ANY, NOT SHOWN HEREON. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, ENCUMBRANCES, RESTRICTIONS OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
- CHECK PROPERTY DESCRIPTION HEREON AGAINST DEED.
- SCALE HEREON MAY BE APPROXIMATE IN CERTAIN AREAS FOR CLARITY OF FROM REPRODUCTION (IRREGULARITIES DO NOT SCALE) FROM PLAT OR FROM REPRODUCTION (IRREGULARITIES DO NOT SCALE) FROM PLAT OR FROM REPRODUCTION (IRREGULARITIES DO NOT SCALE) FROM PLAT.
- CONSULT WITH SURVEYOR PRIOR TO USING THIS PLAT FOR ANY CONSTRUCTION PURPOSES. COMPARE ALL INFORMATION SHOWN BEFORE USE.
- DO NOT ASSUME THAT PROPERTY MONUMENTS ARE AT PROPERTY CORNERS.
- DO NOT ASSUME THAT PROPERTY CORNERS INDICATED REMAIN IN PLACE.
- SURVEY PLAT NOT VALID UNLESS EMBOSSED IMPRESSION OF SURVEYOR'S SEAL IS AFFIXED HEREON.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
DATE: DECEMBER 3, A.D. 1"=20'
ILLINOIS LAND SURVEYOR NO. 2476
LIC. EXP. 11-30-2018
ORDERED BY: CLAES & CLAES, LTD.
ORDER NO. 161106
© COPYRIGHT 2016 JOSEPH M. DE CRAENE



RECEIVED

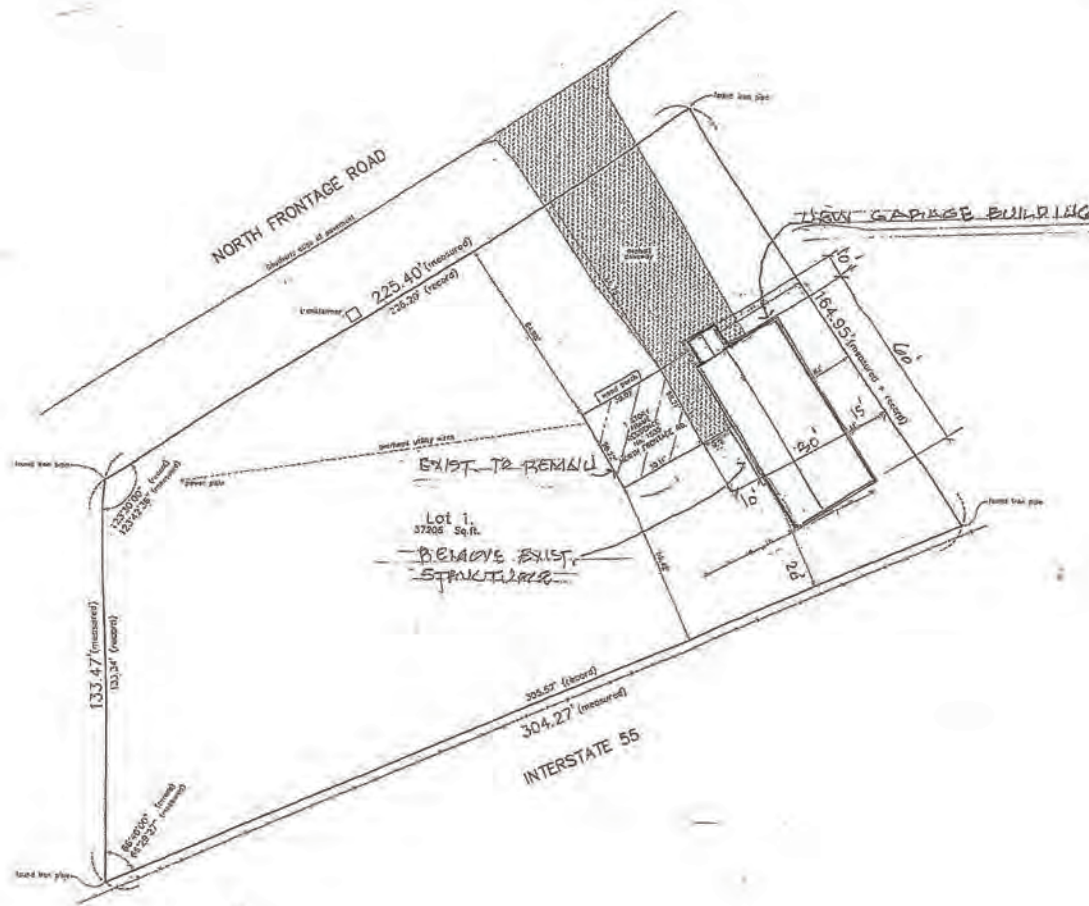
AUG 29 2025

Community Development
City of Drexler



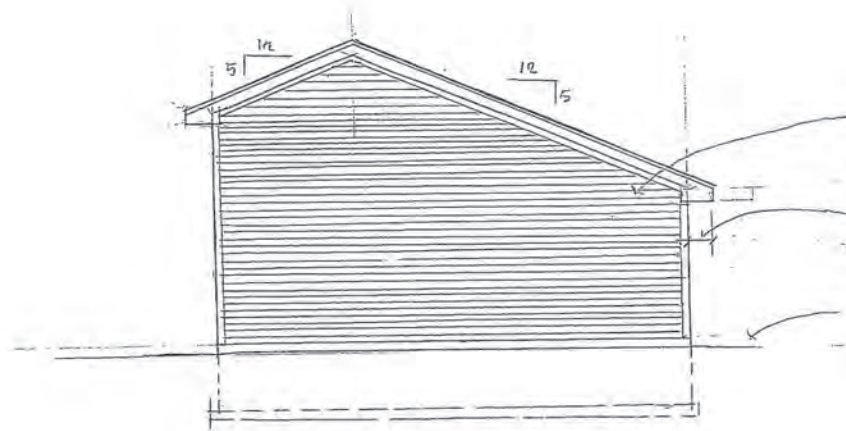
Gerald R. Bruti

I HEREBY CERTIFY THAT THESE
DRAWINGS HAVE BEEN PREPARED
UNDER MY SUPERVISION AND TO
THE BEST OF MY KNOWLEDGE
MEETS ALL LOCAL CODES.

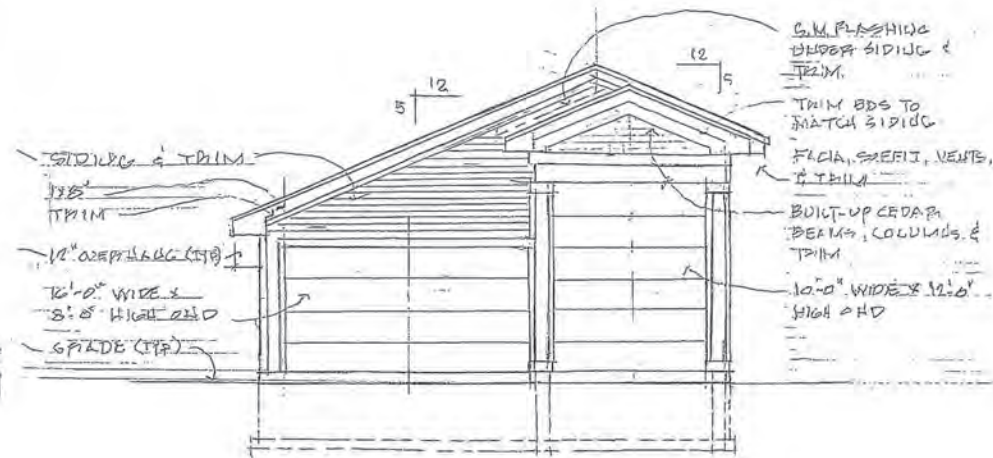


SITE PLAN

NEW GARAGE
DUPAGE COUNTY, ILLINOIS
JERRY BRUTI, ARCHITECT
PROJECT NO. 2503
DATE 8-11-25 SHEET 1 OF 7



REAR ELEVATION



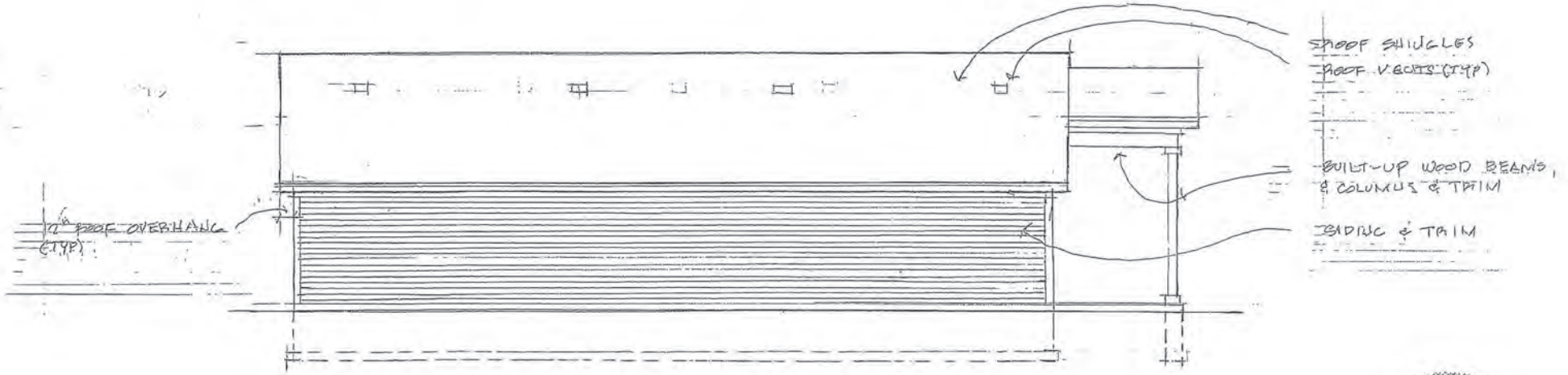
FRONT ELEVATION

1/8" = 1'-0"



G. Bruti

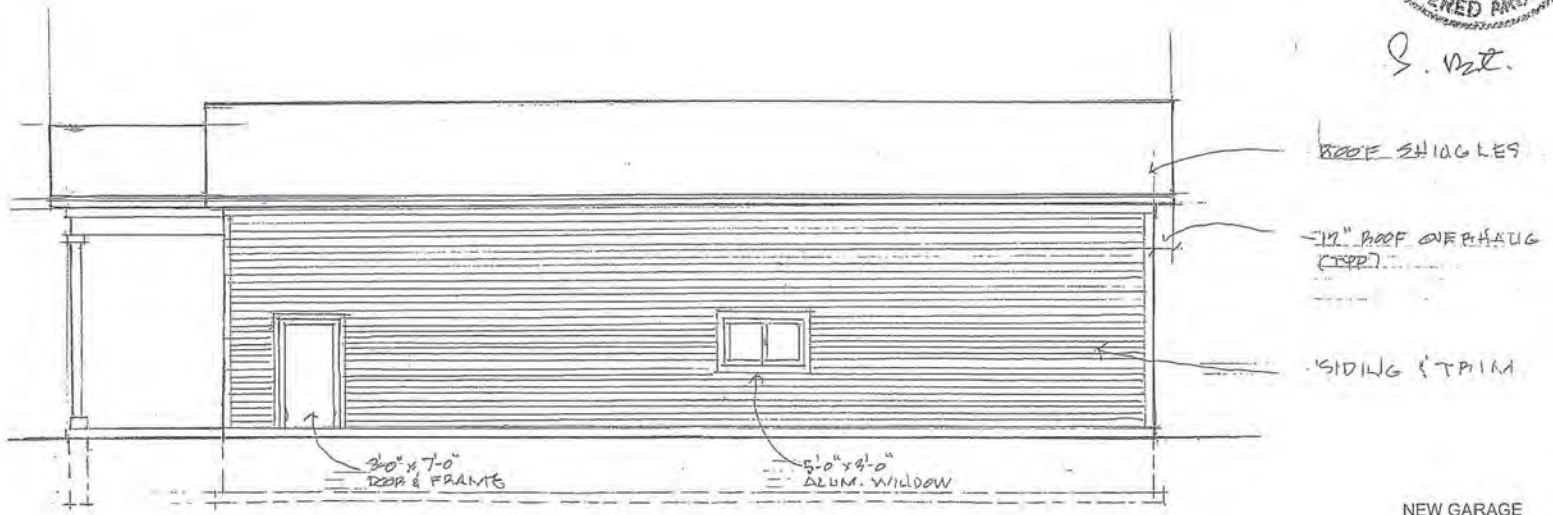
NEW GARAGE
DUPAGE COUNTY, ILLINOIS
JERRY BRUTI, ARCHITECT
PROJECT NO. 2503
DATE 8-11-75 SHEET 2 OF 7



LEFT ELEVATION



G. Bruti

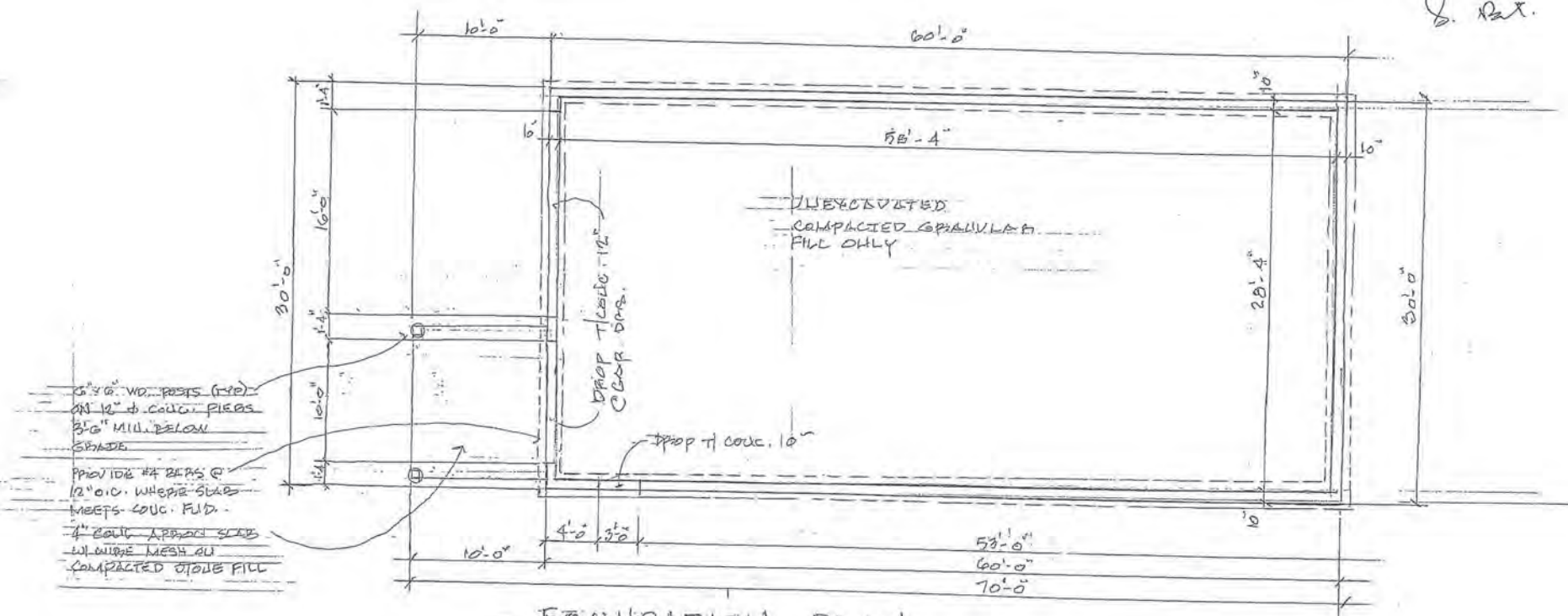


RIGHT ELEVATION

NEW GARAGE
 DUPAGE COUNTY, ILLINOIS
 JERRY BRUTI, ARCHITECT
 PROJECT NO. 2503
 DATE 8-11-25 SHEET 3 OF 7



G. Bruti.



FOUNDATION PLAN

1/8" = 1'-0"

NEW GARAGE
DUPAGE COUNTY, ILLINOIS
JERRY BRUTI, ARCHITECT
PROJECT NO. 2503
DATE 8-11-75 SHEET 5 OF 7

ROOF CONSTRUCTION:

ASPHALT SHINGLES
15" FELT
3/4" EXT. GP. PLYWOOD
ROOF / CEILING TRUSSES @ 24" O.C.
TRUSSES TO BE DESIGNED BY
TRUSS KIFGP'S LICENSED STRUCT.
ENGINEER AND STAMPED BY STATE
OF ILL. ENG.
5" 49 BATT INSULATED

SEE DRAWINGS FOR ROOF
PITCH
LEAVE SPACE FOR AIR
CIRCULATION
CE & WATER SHIELD 36" UP

ALUM. CUTTER #
2.5
8" FASCIA
BOFFIT W/ VENTS
@ 8" O.C.
TRIM

PROVIDE GALV. MTL.
ANCHORS BOTH SIDES
OF TRUSSES BOLTED TO
TRUSSES AND WALL
TOP PLATE FOR WIND
LOADS

2x6" TREATED WD.
PLATE W/ SILL STAPLES
1/2" x A.B. x 10' LG.
@ 4' O.C.
ANCHOR WALL TO
BASE PL. W/ GALV. MTL.
PLATES

GRADE

1 1/2" x 24" CONT.
RIGID INSULATION
R-15

WALL SECTION

1/2" x 10"

BRIDGE @ 3" JOISTS
OF TRUSSES

EXTERIOR FRAME WALL
CONSTRUCTION:
SIDING & TRIM

TYVEK VAPOR BARRIER
3/4" INSULATING SHEATHING R-9
2x6" @ 24" O.C.
1/4" LET IN COPPER BRACING
OF 5/8" EXT. GP. PLYWOOD @
COPERS
5/2" BATT INSULATION
R-21

TOTAL R VALUE OF WALL
R-30 MIN.

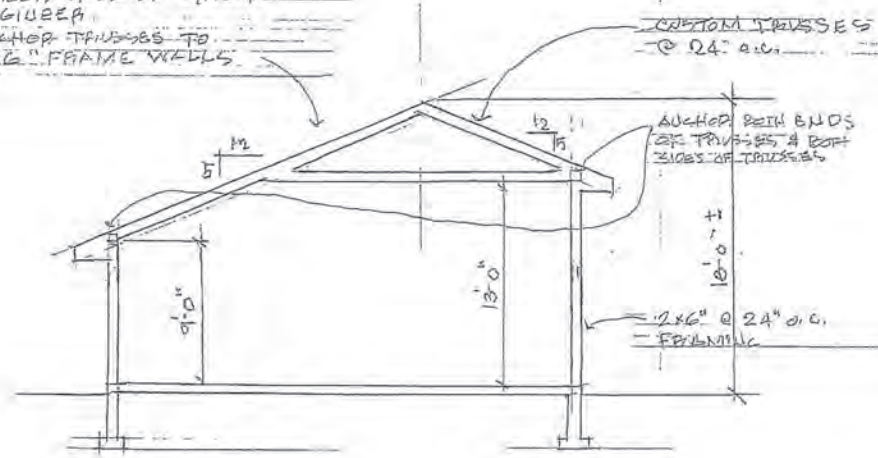
4" CONC. FLOOR W/
WIRE MESH
60 G MTL VAPOR BARRIER
ON 4" MIN. COMPACTED
GRAVELLY FILL

#4 BARS CONT. TOP & BOT.
#4 BAR. VERT. @ 12" O.C.

#4 BARS. CONT.
#4 BAR @ 12" O.C.

NOTE: ALL CONC. TO REST
ON UNDISTURBED SOIL
OF 3000 PSF BEARING MIN.

TRUSS NOTE:
VERIFY SIZE, TYPE,
INSULATION DETAILS
OF TRUSSES WITH TRUSS
MFG.
PROVIDE BRACING IN
GABLE & SEALED BY
ILLINOIS LICENSED STRUCT.
ENGINEER
ANCHOR TRUSSES TO
2x6" FRAME WALLS



SECTION THRU GARAGE

1/8" = 1'-0"



NEW GARAGE
DUPAGE COUNTY, ILLINOIS
JERRY BRUTI, ARCHITECT
PROJECT NO. 2503
DATE 8-11-25 SHEET 6 OF 7

Notes (DuPage Garage)

All work per applicable local codes:
2024 IRC (International Residential Code)
2014 Illinois Plumbing Code,
2014 National Electric Code,
2021 IECC (International Energy
Conservation Code)
All with all applicable local amendments.

Contractor to perform his work
according to all applicable local codes.
Contractor and tradesmen to be
experienced, licensed and insured in
their respective trades.

Do not scale drawings.

Contractor to verify all existing
dimensions and conditions in the field
prior to beginning the work.

Demolish existing structure in
entirety as shown or required for the new
work including existing concrete
foundation and concrete slabs. Remove
all debris and dispose of properly.

Provide bracing for supporting new and
existing construction during the work.

All new concrete to rest on undisturbed
Soil of 3000 psf bearing minimum.
All concrete to have a compressive
Strength at 28 days of 3500 psi
minimum.

All structural steel A 36. Provide
All required bearing plates, base
plates, anchor bolts, etc.

All structural lumber Structural
Grade No. 2 Fb 1200
Southern Pine or Doug. Fir.
All openings to have headers
2-2X12" unless noted otherwise.

Provide 1.5" of bearing at all
joist ends or provide approved
joist hangers.
Provide solid blocking under
Headers and beams, 2-2X4" min.
Provide double framing at all
openings

For engineered lumber, verify
size, spacing and series with
actual manufacturer for actual
span and loading conditions.
Include dead loads, live loads and
wind loads.
Provide shop drawings for trusses
and other engineered framing with
truss diagrams and calculations
signed and sealed by a structural
engineer licensed in Illinois. Shop
drawings and calculations to include
all applied loads and attachments.

Provide secure metal plates and
anchorage where roof and/or ceiling
framing meet each other and meets
the wall framing to structurally unify
the structure and withstand all
dead and live loads including inward
and outward wind pressure and uplift.
Provide engineering drawings and
calculations when noted or required,
sealed by a licensed engineer
licensed in the state of Illinois.
Secure and bolt down the structure
to the concrete foundation

Provide firestopping at all
openings and soffits.
Provide 5/8" fire code drywall inside
garage.
Insulation minimum R values:
R-9.8: 1 1/2" foundation insulation
R-20 (total) exterior walls,
R-45 attics,
R-45 volume ceilings.
Provide attic air circulation with
air permeable baffles at eaves.
Provide insulated attic access panel.
All insulation to be labeled with R value
and installed according to
manufacturer's instructions.

All window frames to be thermally
broken with insulating glass.

Exterior doors to have weatherstrip all
around and have accessible thresholds.
All doors to have lever handles.

Provide minimum 6 mil vapor barrier
under all slabs.

Mechanical:
Provide high efficiency forced air gas heaters.
System to maintain space at 68 degrees
F. min. when -10 degrees F, outside.
Provide and install programmable thermostat.
Provide 5/8" firecode drywall above
furnaces, min. 10 feet all sides.
Provide continuous combustion air for
heaters.

All ductwork to be sheet metal.
All supply ducts to be insulated;
R-8 at attics, R-6 other locations.
All joints and seams of ducts to be sealed.

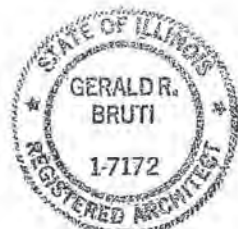
Electrical:
Wire all electrical in rigid conduit to
circuit breaker panel. Verify size and
location of panel and service.

Wire all fixtures, lights, fans, outlets,
motors, heaters, garage door openers
and other equipment.

All fixtures to be supplied with high
efficiency lamps.

Smoke and Carbon Monoxide Detectors
to be provided.
All detectors to be 110V. hard wired,
inter-connected, with battery back-up

All garage outlets interior and exterior
to be GFI protected.



NEW GARAGE
DUPAGE COUNTY, ILLINOIS
JERRY BRUTI, ARCHITECT
PROJECT NO. 2503
DATE 8-11-25 SHEET 7 OF 7

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

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

September 18, 2025

City of Darian
1702 Plainfield Road
Darien, Illinois

Attention: Ryan Murphy

Subject: 1535 North Frontage Rd
Proposed Garage – Zoning Variation
(CBBEL Project No. 950323.H0275)

Dear Ryan:

As requested, we have reviewed the proposed site plan for a new garage at the above property. We understand the applicant is requesting a zoning variation to construct a detached garage on the subject property. The existing detached garage would be removed. We note the following for your consideration:

1. The proposed garage will replace an existing garage, and the net new impervious area will be less than 2500 SF, therefore no PCBMP stormwater requirements will apply.
2. We note that there is floodplain on the property, and that the proposed garage will be situated well outside of the floodplain.
3. Based on the Du Page County GIS topography, grading to create a level pad will likely be required to construct the garage as there are approximately three feet of fall across the footprint of the garage. A grading plan should be submitted.

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

Sincerely,

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

Cc Dan Gombac, City of Darien

Nerijus Cepronas
Key Property Solutions LLC
1535 N Frontage Rd
Darien, IL 60561
708.267.4589

RECEIVED

AUG 29 2025

Community Development
City of Darien

Date: August 28, 2025
Zoning Board of Appeals
City of Darien
1702 Plainfield Road
Darien, IL 60561

Subject: Request for Zoning Variation – Garage Expansion at 1535 N Frontage Rd

Dear Members of the Zoning Board,

I am writing to respectfully request a zoning variation for my property located at 1535 N Frontage Rd, where I plan to construct a new garage with increased square footage beyond the limits currently permitted under the zoning ordinance.

The proposed garage expansion is necessary to accommodate multiple employee vehicles and provide secure protection from severe weather conditions, including snow, ice, and hail. The current garage footprint is insufficient for operational needs, and the property lacks adequate covered parking, leaving vehicles exposed to the elements and subject to increased wear and maintenance costs. The expanded design will improve functionality, enhance employee satisfaction, increase property value, and support daily business activities without disrupting the character of the surrounding neighborhood.

I believe the proposed variation is reasonable and consistent with the intent of the zoning code. The design will maintain aesthetic harmony, preserve privacy for adjacent properties, and will not negatively impact drainage, traffic, or public safety.

Enclosed with this letter are the site plans, elevation drawings, and any additional documentation required for your review. I welcome the opportunity to present this proposal at your next scheduled hearing and address any questions or concerns the Board may have.

Thank you for your time and consideration.

Sincerely,

Nerijus Cepronas



MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

A motion authorizing the purchase of alternative liquid deicer and anti-icing products from K-Tech Specialty Coatings, Inc., in an amount not to exceed \$110,000. See Exhibit A.

BACKGROUND/HISTORY

The FY25/26 budget includes funding for liquid rock salt additives—commonly known as deicing products—for use in municipal snow and ice control strategies. Two key methods employed are **deicing** and **anti-icing**, both of which utilize chemical treatments to lower the freezing point of water and enhance roadway safety.

Snow and Ice Control Strategies

- **Deicing:** This reactive method is initiated **after** snow accumulation exceeds one inch and has bonded to the pavement. Deicing operations are designed to **break the bond** between compacted snow/ice and the roadway surface for easier mechanical removal.
- **Anti-icing:** This proactive approach involves **pretreating road surfaces** with liquid deicers **before** or at the onset of a storm. The goal is to **prevent the bonding** of snow and ice to the pavement, making it easier and less costly to clear.

Benefits of Anti-icing

- **Increased Safety:** Early treatment helps maintain safer conditions for motorists and pedestrians by reducing the likelihood of bonded ice formation on road surfaces.
- **Labor and Cost Savings:** Pretreating reduces the amount of labor needed for snow removal, decreases the frequency of deicing applications, and allows for more efficient plowing operations.
- **Reduced Material Use and Environmental Impact:** Anti-icing requires less chemical material compared to reactive deicing methods, contributing to lower environmental impact and reduced wear on infrastructure and surrounding property.

Material Selection Considerations

Effective anti-icing depends on several variables, including:

- Road surface and air temperatures
- Storm timing and intensity
- Available equipment and application methods

Anti-icing is most effective when a storm is forecasted in advance, allowing for timely and efficient application. It is a **proven, practical approach** for municipalities seeking to balance safety, cost-efficiency, and environmental responsibility in winter weather management. This winter season will be the first year that the products will be utilized on all roadways.

Staff has been utilizing the Beet Heet product for several years and determined that the product is the optimal product for the City. The Staff will continue to look at products as they are advanced to the market. The following is a schedule for the deicing products and are listed and attached as Attachment A.

- Item 1.** BEET HEET Concentrate – ready to use salt stockpile treatment (27,600 gallons at \$1.87/gallon - \$51,612)
- Item 2.** BEET HEET Super Severe – ready to use anti-icer, deicer and pre-wetting agent (27,600 gallons at \$1.72/gallon - \$47,472)

Please note quantities are based on a minimum purchase of 4,600 gallons. As K-Tech Specialty Coatings, Inc., is the exclusive proprietary distributor for these products, no additional quotes were obtained. See Attachment B.

The FY25/26 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY25/26 BUDGET	EXPENDITURE	BALANCE
01-30-4257	Streets-Operating Supplies Anti-Icing/Deicer- BEET HEET Concentrate	\$110,000	\$ 51,612	\$ 58,388
	Streets-Operating Supplies Anti-Icing/Deicer- BEET HEET Super Severe		\$ 47,472	\$ 10,916
	Contingency		\$ 10,916	\$ -0-
TOTALS	Contingency	\$110,000	\$110,000	\$ -0-

STAFF RECOMMENDATION

Staff recommends a motion authorizing the purchase of alternative liquid deicer and anti-icing products from K-Tech Specialty Coatings, Inc., in an amount not to exceed \$110,000.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of November 2025.

AYES: _____

NAYS: _____

ABSENT: _____

BEET HEET® User's Guide

K-Tech Specialty Coatings, Inc.

P.O. Box 428 Ashley, IN 46705 1-260-585-0332 dpreston@ktechcoatings.com
602 Prior Ave N St. Paul, MN 55104 1-260-615-5751 kkannenber@ktechcoatings.com

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1. Getting To Know BHC

A. What is BEET HEET Concentrate (BHC)?

BHC is a concentrated, corrosion inhibited, organically enhanced, liquid highway deicer.

B. What's in BHC?

1. Non-exothermic chlorides, in the form of sodium chloride (NaCl) and potassium chloride (KCl). Non-exothermic chlorides are good ice melters.
2. Exothermic chlorides, in the form of calcium chloride (CaCl₂) and magnesium chloride (MgCl₂). Exothermic chlorides are powerful ice melters with very low eutectic freeze points. Note: No MgCl₂ in the BHC MN St. Paul, MN formula.
3. Sugar, in the form of concentrated sugared sugar beet molasses.

C. What's different about BHC?

BHC contains sugar, a lot of sugar and here's why. Sugar:

1. Suppresses the freeze point of rock salt and brine
2. Lowers the effective working temperature of rock salt and brine
3. Increases the ice melt capacity of rock salt and brine
4. Reduces the corrosion value of rock salt and brine
5. Inhibits the formation of ice crystals in melted snow and ice
6. Slows down the refreeze rate of melted ice and snow
7. Strengthens and extends the anti-bonding characteristics of rock salt and brine
8. Strengthens and extends the residual effect of rock salt and brine
9. Reduces rock salt's bounce and scatter loss much more than non-sugared deicers
10. Darkens rock salt and brine increasing their ability to absorb solar radiation (free heat)

D. Is BHC safer for the environment?

1. BHC has passed the rigorous testing standards of the Pacific Northwest Snowfighters/Clear Roads organization and is listed on the PNS Qualified Products List.
2. BHC is classified as "ready" biodegradable in just 8 days, 99% biodegradable in 28 days.
3. BHC has a Biological Oxygen Demand (BOD) of 0 (zero) at 38°F.
4. Boost & Reduce Effect - BHC substantially boosts the performance of rock salt and brine, allowing users to substantially reduce rock salt and brine application rates while maintaining the same level of service. A 64% increase in the ice melt performance of basic rock salt would allow a 39% decrease in application rate while maintaining the same level of service. 39% less rock salt = 39% less chloride emissions.

2. Handling BHC

A. Storing BHC

1. Store BHC in storage tanks that are clean and free of non-BHC deicers.
2. Recirculate BHC once every 30 days. Recirculation must be from bottom to top of tank.
3. BHC and BHC/NaCl brine blends have an indefinite shelf life when properly stored.
4. Equipment used to apply BHC must be thoroughly rinsed and flushed at season's end.

B. Blending BHC

1. BHC is a true concentrated deicer. When used as a rock salt pre-wetting agent, direct application anti-icer or direct application deicer, BHC should be cut/blended with 23.3% NaCl brine at a rate of 50% to 75% depending upon required service levels, weather conditions and application capabilities.
2. When blending BHC and NaCl brine, the heavier deicer (BHC) always goes on top of the lighter deicer (NaCl brine).
 - A. When bottom filling a blending tank, BHC should be added first with brine being added second, or underneath the BHC. Recirculate the solution until fully blended.
 - B. When top filling a blending tank, NaCl should be added first with BHC being added second, or on top of the NaCl brine. Recirculate the solution until fully blended.
3. BHC and NaCl brine can be blended onto trucks using the same protocols and then sloshing/mixing the solution together using a low speed stop and go driving maneuver.

C. Foam Free Blending & Loading

If foaming occurs, the cause is usually mechanical in nature. One or more of the following measures can eliminate the issue.

1. Bottom fill ALL storage, blending and truck tanks.
2. If bottom filling is not possible, eliminate freefalling and splashing by installing a rubber or plastic downspout inside the storage/blending tank. **See page 5 for downspout design.**
If top filling a truck tank with a hand nozzle, add a rubber or plastic extension onto the nozzle spout so that it extends deeper into the tank.
3. Fill pump size should not exceed 150 gallons per minute, especially is using a 2" fill hose.
4. Keep 90° elbows to a minimum and use sweeping elbows whenever possible.
5. Use smooth bore hoses, not ripple bore hoses.
6. Size the truck's fill line/hose and tank fill port according to the fill pump size. If the fill pump size is 2" the truck's fill line/hose and tank fill port should be 2".

7. Never start a fill pump before opening the fill line/hose valve.
8. Use 20 mesh (BEIGE) strainers. NEVER USE 40 mesh (BROWN) strainers.

3. Use Specific Blending & Application

YOUR AGENCY'S OPERATIONS POLICY SHOULD NOT READ, "Other additives are mixed with salt and brine when temperatures drop below 20°F". THIS POLICY FORFITS ALL 10 BHC BENEFITS AT ALL EVENTS ABOVE 20°F, WHICH MEANS YOU'LL NEED TO APPLY MUCH MORE MATERIAL, MUCH MORE THAN THE COST OF BHC. IF THE SINCERE GOAL IS TO MAXIMIZE SAVINGS, BHC MUST BE USED, EVEN AT 20°F TO 30°F.

A. Rock Salt Stockpile Treatment

1. When used as a rock salt stockpile treatment, 100% BHC should be used.
2. If the rock salt being treated is dry (<1.5% moisture content) BHC should be applied at a rate of 5 gal/ton.
3. If the rock salt being treated is wet (>1.5% moisture content) the BHC application rate will need to be reduced to about 4 gal/ton or less depending on moisture content.
4. Treating a 1 ton sample of rock salt and leaving it set overnight is a good way to judge if the salt is dry enough to hold 4 or 5 gallons of BHC.
5. The effective low working temperature of BHC stockpile treated rock salt is at least -12.5°F when applied at the proper application rate.
6. See page 6 for Rock Salt Stockpile Treatment application rates.

B. Rock Salt Pre-wetting

1. **IMPORTANT** - The performance of pre-wetted rock salt is only as good as the pre-wetting agent used AND the proficiency of the pre-wet system coating the salt. We highly recommend following your salt spreaders and collecting and examining samples of the salt being dispensed. If only 40% of the granules collected have a brownish coating on them, the benefits of pre-wetting your salt are diminished by 60%. If this is the case, action must be taken to ensure that 100% of the salt is being evenly and sufficiently coated.
2. Pre-wetting salt in the auger box appears to provide better overall performance. This is due to the salt being more evenly and sufficiently coated.
3. Pre-wetting salt at the spinner can be as effective, but not with only one spray nozzle. In fact, two spray nozzles may not be sufficient if not positioned in such a way to sufficiently coat 100% of the salt. Agencies that add nozzles and/or relocate nozzles for better coverage always see a dramatic increase in the performance of their pre-wetted salt.

4. When used as a rock salt pre-wetting agent, 100% BHC provides excellent performance when added to salt at a rate of 5 to 7 gal/ton. However, if you have the capability of pre-wetting salt at 10 gal/ton or more, BHC should be cut/blended with 23.3% NaCl brine at a rate of 50% to 75% and added to rock salt at 10 to 20 gal/ton. This practice provides even better overall performance than pre-wetting with 100% BHC at 5 to 7 gal/ton.
5. The effective low working temperature of rock salt treated with a 50/50 BHC/NaCl Brine pre-wet is -22.5°F when applied at the proper application rate.
6. See page 6 for Rock Salt Pre-Wetting Blend and Application Rates.

C. Direct Application Anti-Icing

1. When used as a direct application anti-icer, BHC must be cut/blended with 23.3% NaCl brine by 50% to 75%.
2. The effective low working temperature of a 50/50 BHC/NaCl Brine direct application anti-icer is -12.5°F when applied at the proper application rate.
3. See page 7 for Direct Application Anti-Icing Blend and Application Rates.

D. Direct Application Deicing

1. When used as a direct application deicer, BHC must be cut/blended with 23.3% NaCl brine by 50% to 75%.
2. The effective low working temperature of a 50/50 BHC/NaCl Brine direct application deicer is -12.5°F when applied at the proper application rate.
3. See page 7 for Direct Application Deicing Blend and Application Rates.

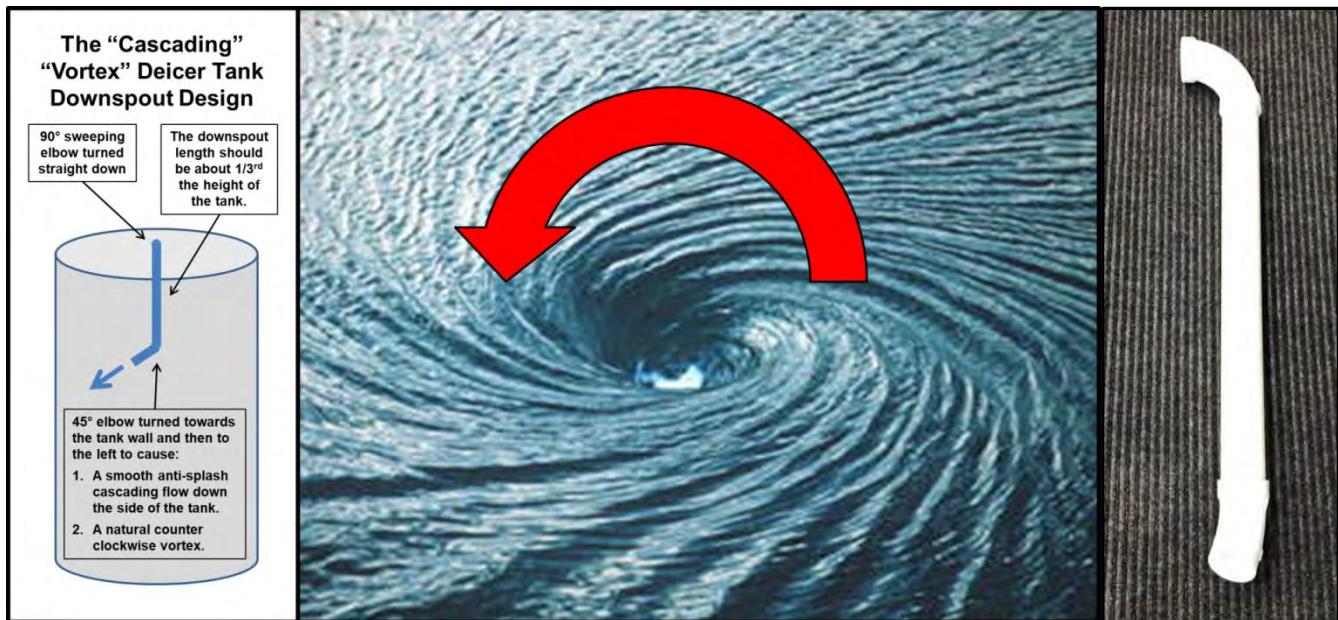
4. Application Recommendations Explained

A. Blend and Application Rate Recommendations Explained

1. The following temperature driven blend and application rates were established using data retrieved from a deicer survey K-Tech conducted with BEET HEET (BH) users at the conclusion of the 2017-2018 season.
2. These blend and application rates are reliable starting points, not fixed values.
3. Any agency considering these blend and application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors.
4. When it comes to pre-wetted rock salt, if the deicer blend and application rates are followed and the rock salt is evenly and sufficiently coated, it's likely that the salt application rates can be adjusted downward.

5. Illustrations – Downspout, Strainer Size

The Cascading, Vortex Downspout Design



20 Mesh Strainer Size Is Required

40 Mesh Strainer



20 Mesh Strainer



Operator Cab Card		
Suggested* <u>Stockpile</u> Treated Rock Salt Application Rates		
Deicer Blend		100% BEET HEET Concentrate
Blend Ratio	% of BEET HEET Concentrate	100
	% of 23.3% NaCl Brine	0
Deicer application Rate (Gallons/Ton)		5
25°F ↑ Salt Application Rate (Pounds L/M)		200
25°F ↓ Salt Application Rate (Pounds L/M)		250
20°F ↓ Salt Application Rate (Pounds L/M)		275
15°F ↓ Salt Application Rate (Pounds L/M)		325
10°F ↓ Salt Application Rate (Pounds L/M)		350
5°F ↓ Salt Application Rate (Pounds L/M)		375
0°F ↓ Salt Application Rate (Pounds L/M)		425
The effective low working temperature of rock salt treated with 100% BHC in the stockpile is at least -12.5°F.†		
* These suggested application rates have been tried and proven effective by BEET HEET users. They are reliable starting points, not fixed values. Any agency considering these application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors that are important for setting application rates that best fit the agency's needs. † Future surveys will confirm an effective low working temperature closer to -20.0°F.		

Operator Cab Card							
Suggested* Salt <u>Pre-Wetting</u> Blend & Application Rates							
Deicer Blend		BEET HEET Concentrate	BEET HEET Severe Super Severe	BEET HEET Moderate	BEET HEET Typical	BEET HEET 30/70	BEET HEET 25/75
Blend Ratio	% of BEET HEET Concentrate	100	50	40	33	30	25
	% of 23.3% NaCl Brine	0	50	60	67	70	75
Deicer application Rate (Gallons/Ton)		5	10	12.5	15	16.5	20
25°F ↑ Salt Application Rate (Pounds L/M)		200	200	200	200	200	200
25°F ↓ Salt Application Rate (Pounds L/M)		225	225	225	225	225	225
20°F ↓ Salt Application Rate (Pounds L/M)		250	250	250	250	250	250
15°F ↓ Salt Application Rate (Pounds L/M)		275	275	275	275	275	275
10°F ↓ Salt Application Rate (Pounds L/M)		300	300	300	300	300	300
5°F ↓ Salt Application Rate (Pounds L/M)		325	325	325	325	325	325
0°F ↓ Salt Application Rate (Pounds L/M)		350	350	350	350	350	350
The effective low working temperature of rock salt treated with a 50/50 BHC/NaCl brine pre-wet is -22.5°F.							
* These suggested blend and application rates have been tried and proven effective by BEET HEET users. They are reliable starting points, not fixed values. Any agency considering these blend and application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors that are important for setting blend and application rates that best fit the agency's needs. NOTE: If the liquid deicer blend and application rates are followed and the salt is being evenly and sufficiently coated, it's likely that the rock salt application rates can be adjusted downward.							

Operator Cab Card

Suggested* Direct Application Liquid Anti-Icing Blend & Application Rates

Deicer Blend		BEET HEET Severe Super Severe	BEET HEET Moderate	BEET HEET Typical	BEET HEET 30/70	BEET HEET 25/75
Blend Ratio	% of BEET HEET Concentrate	50	40	33	30	25
	% of 23.3% NaCl Brine	50	60	67	70	75
25°F ↑ Anti-Icer Application Rate (Gallons/LM)		17.5	22.5	27.5	30	35
25°F ↓ Anti-Icer Application Rate (Gallons/LM)		20	25	30	32.5	40
20°F ↓ Anti-Icer Application Rate (Gallons/LM)		22.5	27.5	32.5	37.5	45
15°F ↓ Anti-Icer Application Rate (Gallons/LM)		25	30	37.5	40	47.5
10°F ↓ Anti-Icer Application Rate (Gallons/LM)		27.5	32.5	40	42.5	
5°F ↓ Anti-Icer Application Rate (Gallons/LM)		30	35	42.5	47.5	
0°F ↓ Anti-Icer Application Rate (Gallons/LM)		32.5	40	47.5		

The effective low working temperature of a 50/50 BHC/23.3% NaCl brine direct application anti-icer is -12.5°F.

* These suggested blend and application rates have been tried and proven effective by BEET HEET users. They are reliable starting points, not fixed values. Any agency considering these blend and application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors that are important for setting blend and application rates that best fit the agency's needs. NOTE: If the liquid deicer blend rates are followed, it's likely that the direct application liquid anti-icer application rates can be adjusted downward.

Operator Cab Card

Suggested* Direct Application Liquid Deicing Blend & Application Rates

Deicer Blend		BEET HEET Severe Super Severe	BEET HEET Moderate	BEET HEET Typical	BEET HEET 30/70	BEET HEET 25/75
Blend Ratio	% of BEET HEET Concentrate	50	40	33	30	25
	% of 23.3% NaCl Brine	50	60	67	70	75
25°F ↑ Deicer Application Rate (Gallons/LM)		22.5	25	30	32.5	37.5
25°F ↓ Deicer Application Rate (Gallons/LM)		25	30	37.5	40	47.5
20°F ↓ Deicer Application Rate (Gallons/LM)		27.5	32.5	40	42.5	52.5
15°F ↓ Deicer Application Rate (Gallons/LM)		30	35	42.5	47.5	57.5
10°F ↓ Deicer Application Rate (Gallons/LM)		32.5	37.5	45	50	
5°F ↓ Deicer Application Rate (Gallons/LM)		35	40	50	52.5	
0°F ↓ Deicer Application Rate (Gallons/LM)		37.5	47.5	57.5		

The effective low working temperature of a 50/50 BHC/23.3% NaCl brine direct application deicer is -12.5°F.

* These suggested blend and application rates have been tried and proven effective by BEET HEET users. They are reliable starting points, not fixed values. Any agency considering these blend and application rates must adjust them according to their own geographic location, type of terrain, traffic volume, desired service level, weather conditions and numerous other factors that are important for setting blend and application rates that best fit the agency's needs. NOTE: If the liquid deicer blend rates are followed, it's likely that the direct application liquid deicer application rates can be adjusted downward.



Date: 9-30-25

To: Kris Throm
Superintendent
Darien, City of
1041 S Frontage Rd
Darien, IL 60561
Office: (630) 514-3453
Email: kthrom@darienil.gov

From: Denver Preston
Sales Manager – Winter Products
K-Tech Specialty Coatings, Inc.
P.O.B. 428
Ashley, IN 46705
Office: (260) 587-3888
Fax: (260) 587-3889
Cell: (260) 585-0332
Email: dpreston@ktechcoatings.com

Re: Sole Source Proprietary Product

Mr. Throm:

BEET HEET® deicers are sole source products solely developed, manufactured and distributed by K-Tech Specialty Coatings, Inc.

Sincerely,

A handwritten signature in black ink that reads "Denver L. Preston".

Denver L. Preston

K-TECH

SPECIALTY COATINGS, INC.

**Road Maintenance
Specialist
High Performance
De-Icers - Anti-Icers
Pre-Wetting Agents**

2025-2026 Price Quote

Notes: BEET HEET Concentrate is an intelligently designed deicer/salt pre-wetting agent. BEET HEET Concentrate contains the most active ingredient of any deicer in North America. That's why **BEET HEET Concentrate outperforms all other deicers in North America.** BEET HEET Concentrate is also the most environmentally friendly salt pre-wet in North America. Call, text or email for documentation and explanation.

9/30/2025
Kris Throm
Superintendent
Darien, City of
1041 S Frontage Rd
Darien, IL 60561
630-514-3453
kthrom@darienil.gov
190

Salesperson	Customer Name	Terms	Expiration
D. Preston	Darien, City of	Net 30	5/1/2026
Quantity	Product Description/Details	Delivered Price/Gal.	Line Total
(+/- 100 gal.)			
	BEET HEET Concentrate - Best performing deicer in North America!		
	Ready-to-Use salt stockpile treatment and/or admixture to 23.3% NaCl brine.		
4,600	K-Tech Full Load Pricing - Delivered	\$1.87	\$8,602.00
	BEET HEET Super Severe (BHSS) - Ready-to-use anti-icer, deicer and pre-wetting agent. BHSS is a 50/50 blend of BEET HEET Concentrate & a CaCl ₂ /MgCl ₂ solution.		
	BHSS is our hottest & best performing ready-to-use salt pre-wet agent, anti-icer/deicer.		
4,600	K-Tech Full Load Pricing - Delivered	\$1.72	\$7,912.00
	BEET HEET Concentrate contains much more active ingredient!		
	• 93% more than 55% solids waste-stream beet juice deicers, on average.		
	• 60.9% more than 23.3% sodium chloride brine		
	• 14.0% more than 32% calcium chloride		
	At 15°F, BEET HEET Concentrate treated salt melts much more ice!		
	• 150.0% more than 23.3% sodium chloride treated rock salt		
	• 43.9% more than 32% CaCl ₂ treated rock salt		
	• 37.8% more than 55% solids beet juice treated rock salt		
	Important Information		
	50% OF FULL FREIGHT CHARGES APPLY IF ANY PRODUCT IS ORDERED AND DELIVERED BUT NOT TAKEN. Please don't order more product than you can take.	Subtotal	
		Sales Tax	
	ALL credit card purchases will be assessed a 4% credit card processing fee.	Total	

K-Tech Specialty Coatings, Inc. P.O. Box 428 Ashley, IN 46705
Phone (260) 587-3888 Fax (260) 587-3889
Email dpreston@ktechcoatings.com Cell/Text (260) 585-0332
Website: ktechcoatings.com YouTube: ktechcoatings

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

A motion authorizing the extension of a proposal from JC Landscaping & Tree Service at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for the period of May 1, 2026 through April 30, 2027. See Exhibit A.

BACKGROUND

During the year the department requires the services of a landscaper to complete rear yard drainage projects for various properties. The City provides various materials to the proposed vendor, and the vendor is required to install the materials and complete the restoration.

Competitive quotes were requested on November 15, 2023 for the Rear Yard Drainage Assistance Program, and staff received one (1) competitive quote. JC Landscaping & Tree Service provided the sole quote see Attachment A. The request for quotes stipulated that pricing be held in place from May 1, 2024 through April 30, 2025. The proposal also includes two (2) additional extensions that may be exercised upon mutual agreement and City Council approval. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The extension was confirmed on October 13, 2025, see Attachment B. JC Landscaping & Tree Service, and has provided satisfactory services in the past.

The expenditure would come from the Streets Account (Drainage Projects). The total estimated costs for all maintenance and budgetary programs for rear yard miscellaneous drainage projects are estimated at approximately \$100,000.00 pending budget approval.

STAFF RECOMMENDATION

Staff recommends approving the extension of a proposal from JC Landscaping & Tree Service, at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for the period of May 1, 2026 through April 30, 2027.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda, for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of November 2025.**

AYES: _____
NAYS: _____
ABSENT: _____

REAR YARD MISCELLANEOUS DRAINAGE PROJECTS

MAY 1, 2026 thru APRIL 30, 2027

					JC Landscaping	
ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	UNIT PRICE	TOTAL COST
EXAMPLE	WIDGET	100-5,000	LINEAL FT	700	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 15.00	\$ 15,000.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 29.00	\$ 29,000.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 25.00	\$ 25,000.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 25.00	\$ 25,000.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 38.00	\$ 38,000.00
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 36.00	\$ 3,600.00
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	\$ 15.00	\$ 37,500.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 40.00	\$ 20,000.00
TOTAL COST ITEMS 1-8 NOTE:ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR						\$ 193,100.00
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2500	\$ 13.00	\$ 32,500.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1--10	EACH	5	\$ 350.00	\$ 1,750.00
Total Costs Using Items 1-10						\$ 227,350.00
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION						
SPECIAL- OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARD	500	\$ 8.00	\$ 4,000.00
SPECIAL- OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARD	500	no bid	no bid

From: Bladimir Mejia
To: Regina Kokkinis
Cc: mejia0424@gmail.com; Dan Gombac Re:
Subject: City of Darien 2026 rear yard drainage
Date: Monday, October 13, 2025 10:14:32 AM

Yes, I agree.

On Mon, Oct 13, 2025 at 10:11 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Hello,

Please see the pricing schedule as it relates to the subject line and confirm that you are in agreement with the contract extension and unit pricing for the proposed 2026-27 pricing schedule.

REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS
MAY 1, 2024 thru APRIL 30, 2025

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	2024 - 2025		2026 - 2026		2026 - 2027	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE	WIDGET	100-5,000	LINEAL FT	700	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00
1	INSTALLATION OF 8" 1 INCH HOSE PIPE	100-1000	LINEAL FT	1000	15	15,000	15	15,000	15	15,000
2	INSTALLATION OF 8 INCH HOSE PIPE	100-3000	LINEAL FT	1,000	26	26,000	27	27,000	29	29,000
3	INSTALLATION OF 8 INCH HOSE PIPE	50-1500	LINEAL FT	1,000	25	25,000	25	25,000	25	25,000
4	INSTALLATION OF 10 INCH HOSE PIPE	50-2000	LINEAL FT	1,000	25	25,000	25	25,000	25	25,000
5	INSTALLATION OF 12 INCH HOSE PIPE	20-2000	LINEAL FT	1,000	36	36,000	37	37,000	38	38,000
6	INSTALLATION OF 12 X 10 INLET BOXES INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	36	3,600	36	3,600	36	3,600
7	GRADING - REMOVAL OF SOILS 0-12 INCHES UNTIL ALL RUBB BLOCKS	50-18,888	SQUARE YARDS	2,000	15	37,500	15	37,500	15	37,500
8	INSTALLATION OF TOPSOIL TOTAL COST ITEMS 1-8 NOTE: ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR INSTALLATION OF 8000 PDS STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	25-1,200	CUBIC YARDS	500	35	17,500	40	20,000	40	20,000
9	INSTALLATION OF 4 STORM INLET 24 INCH DIAMETER BY 24 INCH MAXIMUM	100-25,000	SQUARE YARDS	2500	11	27,500	12	30,000	13	32,500
10	TOTAL COST ITEMS 1-9	1-10	EACH	5	350	1750	350	1750	350	1750
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SPECIFYING UNIT COSTS FOR THE BELOW AWARDED VENDOR. THE BELOW BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION.					NA	214,850	NA	221,850	NA	227,350
SPECIAL OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARDS	500	8	4000	8	4000	8	4000
SPECIAL OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARDS	500						
Company Name					JC Landscaping					
Address					1210 Phinetta Rd. Oswego IL 60543					
Submitted By Print Name					Julian Mejia					
Date					11-14-23					
Office Telephone Number					630 408 3501					
Mobile Telephone Number					630 464 0136					
Fax Number										
E-mail Address					mejia0424@gmail.com					
Authorized Signature					[Signature]					

REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS
MAY 1, 2024 thru APRIL 30, 2025

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	2024 - 2025		2026 - 2027		2028 - 2027	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE	WIDGET	100-5,000	LINEAL FT	700	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	15	15,000	15	15,000	15	15,000
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	26	26,000	27	27,000	29	29,000
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	25	25,000	25	25,000	25	25,000
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	25	25,000	25	25,000	25	25,000
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	36	36,000	37	37,000	38	38,000
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	36	3,600	36	3,600	36	3,600
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	15	37,500	15	37,500	15	37,500
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	35	17,500	40	20,000	40	20,000
	TOTAL COST ITEMS 1-8 NOTE: ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR									
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2500	11	27,500	12	30,000	13	32,500
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1-10	EACH	5	350	1750	350	1750	350	1750
	TOTAL COST ITEMS 1-10				N/A	214,850	N/A	221,850	N/A	227,350
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL- OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARDS	500	8	4000	8	4000	8	4000
SPECIAL- OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARDS	500						
Company Name		JC Landscaping								
Address		1210 Phinney Rd SE, Olympia, WA 98543								
Submitted By/Print Name		Tiana Meja								
Date		11-14-23								
Office Telephone Number		630 408 3501								
Mobile Telephone Number		630 464 0736								
Fax Number										
E-mail Address		mejiab81@gmail.com								
Authorized Signature		[Signature]								

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

A motion authorizing the extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2026 through April 30, 2027. See Exhibit A.

BACKGROUND

During the year, the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and ditch projects. The proposed resolution would allow the proposed vendor to provide the City of Darien semi-loads directly from the quarry when required.

Quotes were requested on November 15, 2023 and Staff had received two (2) competitive quotes for the stone and delivery. The lowest bidder was Vulcan Construction Materials, LLC, see Attachment A. The department primarily uses CA6 and CA7, and the PGE is a heavier stone utilized for bank stabilization. The request for quotes stipulated that pricing be held in place from May 1, 2024 through April 30, 2025. It also included two optional extensions for 2025 and 2026. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The extension was confirmed on October 13, 2025, see Attachment B. Vulcan Construction Materials, LLC, has provided satisfactory services in the past.

The expenditure would come from the Street, Water and Capital accounts, depending on the specific project requiring semis of stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000 pending Capital Project budget approval.

STAFF RECOMMENDATION

Staff recommends approval of this motion.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of November 2025.**

AYES: _____
NAYS: _____
ABSENT: _____

DELIVERED STONE QUOTE SUMMARY
2026-2027

				Vulcan Construction Materials LLC		Tiles in Style DBA Taza Supplies	
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$ 19.40	\$ 3,880.00	\$ 43.00	\$ 8,600.00
B. CA-7 STONE	200-3000	TON	200	\$ 27.25	\$ 5,450.00	\$ 62.50	\$ 12,500.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 55.00	\$ 11,000.00	\$ 123.15	\$ 24,630.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 58.00	\$ 11,600.00	\$ 130.90	\$ 26,180.00
TOTAL COSTS A+B+C+D					\$ 31,930.00		\$ 71,910.00

From: smithmic@vmcmail.com on behalf of vulcanmaterialsquote, SA
To: Regina Kokkinis
Subject: Re: City of Darien 2026 stone delivered
Date: Monday, October 13, 2025 4:15:44 PM

Good afternoon,

Yes, the 2026-2027 pricing will be effective 5/1/2026-4/30/2027.

On Mon, Oct 13, 2025 at 10:24 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

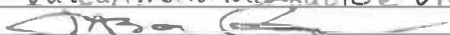
Good Day,

Please see the pricing schedule as it relates to the subject line and confirm that you are in agreement with the contract extension and unit pricing for the proposed 2026-27 pricing schedule.

DELIVERED STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2024-2025		2025-2026		2026-2027	
				UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00				
A. CA-6 STONE	200-3000	TON	200	17.40	\$3,480.00	18.40	\$3,680.00	19.40	\$3,880.00
B. CA-7 STONE	200-3000	TON	200	25.25	\$5,050.00	26.25	\$5,250.00	27.25	\$5,450.00
C. 6-8 Inch PGE	200-2000	TON	200	53.00	\$10,600.00	54.00	\$10,800.00	55.00	\$11,000.00
D. 10-12 Inch PGE	200-2000	TON	200	56.00	\$11,200.00	57.00	\$11,400.00	58.00	\$11,600.00
TOTAL COSTS A+B+C+D					\$30,330.00		\$31,130.00		\$31,930.00
QUOTE AWARDED ON TOTAL COST									
Company Name:				Vulcan Construction Materials LLC					
Address:				1000 E. Wackerline Rd. Suite 100, Naperville, IL 60563					
Submitted By:				Jason Gerber					
Date:				10-21-23					
Telephone Number:				630-455-8500					
Mobile Telephone Number:									
Fax Number:				630-455-4453					
E-mail Address:				Vulcanmaterialsquote@Vmcmail.com					
Authorized Signature:				[Signature]					

DELIVERED STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2024-2025		2025-2026		2026-2027	
				UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00				
A. CA-6 STONE	200-3000	TON	200	17.40	\$3,480.00	18.40	\$3,680.00	19.40	\$3,880.00
B. CA-7 STONE	200-3000	TON	200	25.25	\$5,050.00	26.25	\$5,250.00	27.25	\$5,450.00
C. 6 - 8 Inch PGE	200-2000	TON	200	53.00	\$10,600.00	54.00	\$10,800.00	55.00	\$11,000.00
D. 10 - 12 Inch PGE	200-2000	TON	200	56.00	\$11,200.00	57.00	\$11,400.00	58.00	\$11,600.00
TOTAL COSTS A+B+C+D					\$30,330.00		\$31,130.00		\$31,930.00
QUOTE AWARDED ON TOTAL COST									
Company Name:				Vulcan Construction Materials, LLC					
Address:				1000 E Warrenville Rd, Suite 100, Naperville, IL 60563					
Submitted By:				Jason Grimes					
Date:				10-31-23					
Telephone Number:				630-955-8500					
Mobile Telephone Number:									
Fax Number:				630-955-4453					
E-mail Address:				Vulcanmaterialsquote@vmcmail.com					
Authorized Signature:									

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

A motion authorizing the extension of a proposal from JC Landscaping and Tree Service at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2026 through April 30, 2027. See Exhibit A.

BACKGROUND

During the year, the department requires the services of a landscaper to complete larger restoration projects from various Public Works projects, such as water main breaks, storm sewer and ditch projects. The City would provide topsoil to the proposed vendor, and the vendor would be required to grade the topsoil based on the cubic yards provided and would be required to purchase the sod, fertilizer and placement of the sod.

Competitive quotes were requested for the landscaping services on November 13, 2024 and staff received one (1) competitive quote. See Attachment A. JC Landscaping and Tree Service provided the sole bid. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. Confirmation of the extension on October 13, 2025 is attached and labeled as Attachment B. JC Landscaping & Tree Services, Inc., and has provided satisfactory services in the past.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project requiring landscape services. The total estimated costs for all maintenance and budgetary programs for landscaping are estimated at approximately \$100,000.00 pending Capital Project budget approval.

STAFF RECOMMENDATION

Staff recommends approving a motion for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2026 through April 30, 2027.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of November 2025.**

AYES: _____

NAYS: _____

ABSENT: _____

LANDSCAPE RESTORATION QUOTE RESULTS 2026/2027

2026 RESTORATION SERVICES						JC Landscaping & Tree Service	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST
EXAMPLE:	PER JOB				220	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	1	200	CUBIC YARDS	200	200	\$ 42.00	\$ 8,400.00
B. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	201	750+	CUBIC YARDS	450	450	\$ 40.00	\$ 18,000.00
C. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	50	1,000	SQUARE YARD	750	750	\$ 13.00	\$ 9,750.00
D. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	1001	6,000+	SQUARE YARD	5100	5,100	\$ 12.00	\$ 61,200.00
TOTAL COSTS A+B+C+D							\$ 97,350.00

Regina Kokkinis

From: Bladimir Mejia <mejia81@gmail.com>
Sent: Monday, October 13, 2025 10:14 AM
To: Regina Kokkinis
Cc: mejia0424@gmail.com; Dan Gombac
Subject: Re: City of Darien 2026 landscape restoration

Yes, I agree.

On Mon, Oct 13, 2025 at 9:39 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

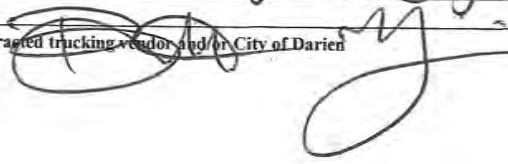
Please see the pricing schedule as it relates to the subject line and confirm that you are in agreement with the contract extension and unit pricing for the proposed 2026-27 pricing schedule.

Exhibit A

1. NAME OF THE CITY OF DARIEN

2025 RESTORATION SERVICES					2025 - 2026		2026 - 2027		2027 - 2028		
DESCRIPTION	MINIMUM QUANTITY - RANGE	MAXIMUM QUANTITY - RANGE	UNIT	2025 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE:	PER JOB				220	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00	\$ 1.90	\$ 220.00
A. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-DEEP EXCAVATIONS TO BE DISPOSED BY THE CITY-THE CITY WILL PROVIDE TOPSOIL		200	CUBIC YARDS	200	200	\$40.00	\$8,000	\$42.00	\$8,400	\$45.00	\$9,000
B. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 4-6 INCHES-DEEP EXCAVATIONS TO BE DISPOSED BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	200	250	CUBIC YARDS	210	250	\$35.00	\$7,100	\$40.00	\$8,000	\$40.00	\$8,000
C. SOIL RESTORATION-INCLUDES FERTILIZER SOO AND PLACEMENT. CITY WILL BE RESPONSIBLE FOR WATERING	200	200	SQ/ARE YARD	210	250	\$12.00	\$2,520	\$13.00	\$3,250	\$13.50	\$3,375
D. SOIL RESTORATION-INCLUDES FERTILIZER SOO AND PLACEMENT. CITY WILL BE RESPONSIBLE FOR WATERING	100	100	SQ/ARE YARD	110	110	\$11.00	\$1,210	\$12.00	\$1,320	\$12.50	\$1,375
TOTAL COSTS A+B+C+D							\$90,200.00		\$97,350.00		\$100,875.00
Company Name:	JT LANDSCAPING AND TREE										
Address:	1210 PLAINFIELD RD GSWESIDE JC 60517										
Submitted By:	10/10/24										
Date:	(630) 408 3501 (630) 464 0736										
Telephone Number:	Mejia581@gmail.com										
Mobile Telephone Number:											
Fax Number:											
Email Address:											
Authorized Signature:											

Note: Shading will be provided through a City contract extension and pricing schedule.

2025 RESTORATION SERVICES						2025 - 2026		2026 - 2027		2027 - 2028	
DESCRIPTION	MINIMAL QUANTITY- RANGE	MAXIMUM QUANTITY- RANGE	UNIT	2025 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE:	PER JOB				220	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	1	200	CUBIC YARDS	200	200	\$40.00	\$8,000	\$42.00	\$8,400	\$45.00	\$9,000
B. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	201	750+	CUBIC YARDS	450	450	\$38.00	\$17,100	\$40.00	\$18,000	\$40.00	\$18,000
C. SOD-RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	50	1,000	SQUARE YARD	750	750	\$12.00	\$9,000	\$13.00	\$9,750	\$13.50	\$10,125
D. SOD-RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	1001	6,000+	SQUARE YARD	5100	5,100	\$11.00	\$56,100	\$12.00	\$61,200	\$12.50	\$63,750
TOTAL COSTS A+B+C+D						\$90,200.00		\$97,350.00		\$100,875.00	
Company Name:	JC LANDSCAPING AND TREE										
Address:	1210 Plainfield Rd GSWESD IL 60517										
Submitted By:	10/10/24										
Date:											
Telephone Number:	(630) 408 3501 (630) 464 0736										
Mobile Telephone Number:											
Fax Number:											
E-mail Address:	mejiab81@gmail.com										
Authorized Signature:											

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

A motion authorizing the extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2026 through April 30, 2027. See Exhibit A.

BACKGROUND

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and drainage projects. The proposed resolution would allow the City to pick up the specified stone from Vulcan Construction Materials, LLC.

Quotes were requested on November 15, 2023 and Staff had received one (1) competitive quote for the pickup of stone at per unit cost. The sole bidder was Vulcan Construction Materials, LLC, see Attachment A. The request for quotes stipulated that pricing be held in place from May 1, 2024 through April 30, 2025. It also included two optional extensions for 2025 and 2026. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The extension was confirmed on October 13, 2025, see Attachment B. Vulcan Construction Materials, LLC, was the awarded vendor last year and has provided satisfactory services in the past.

The expenditure would come from the Street Water and Capital accounts, depending on the specific project requiring the stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000.00.

STAFF RECOMMENDATION

Staff recommends approval of this motion.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of November 2025.**

AYES: _____

NAYS: _____

ABSENT: _____

PICKED UP STONE QUOTE SUMMARY
2026-2027

				Vulcan Construction Materials LLC	
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$ 13.40	\$ 2,680.00
B. CA-7 STONE	200-3000	TON	200	\$ 21.25	\$ 4,250.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 49.00	\$ 9,800.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 49.00	\$ 9,800.00
TOTAL COSTS A+B+C+D					\$ 26,530.00

From: smithmic@vmcmail.com on behalf of vulcanmaterialsquote, SA
To: Regina Kokkinis
Subject: Re: City of Darien 2026 stone picked up
Date: Monday, October 13, 2025 4:15:44 PM
Attachments: image002.png

Good afternoon,

Yes, the 2026-2027 pricing will be effective 5/1/2026-4/30/2027.

On Mon, Oct 13, 2025 at 10:24 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Please see the pricing schedule as it relates to the subject line and confirm that you are in agreement with the contract extension and unit pricing for the proposed 2026-27 pricing schedule.

PICKED UP STONE QUOTE SUMMARY

DESCRIPTION	QUANTIT Y-RANGE	UNIT	MULTIPLIER QUANTITY	2024-2025		2025-2026		2026-2027	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	11.40	\$2,280.00	12.40	\$2,480.00	13.40	\$2,680.00
B. CA-7 STONE	200-3000	TON	200	19.25	\$3,850.00	20.25	\$4,050.00	21.25	\$4,250.00
C. 6 - 8 Inch PGE	200-2000	TON	200	47.00	\$9,400.00	48.00	\$9,600.00	49.00	\$9,800.00
D. 10 - 12 Inch PGE	200-2000	TON	200	47.00	\$9,400.00	48.00	\$9,600.00	49.00	\$9,800.00
TOTAL COSTS A+B+C+D					\$24,930.00		\$25,730.00		\$26,530.00
QUOTE AWARDED ON TOTAL COST									
Company Name:				Vulcan Construction Materials, LLC					
Address:				1000 E. Warrenville Rd., Suite 100, Naperville, IL 60563					
Submitted By:				Jason Grimes					
Date:				10-31-23					
Telephone Number:				630-955-8500					
Mobile Telephone Number:									
Fax Number:				630-955-4153					
E-mail Address:				vulcanmaterialsquote@vmcmail.com					
Authorized Signature:				[Signature]					

PICKED UP STONE QUOTE SUMMARY

DESCRIPTION	QUANTIT Y-RANGE	UNIT	MULTIPLIER QUANTITY	2024-2025		2025-2026		2026-2027	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	11.40	\$2,280.00	12.40	\$2,480.00	13.40	\$2,680.00
B. CA-7 STONE	200-3000	TON	200	19.25	\$3,850.00	20.25	\$4,050.00	21.25	\$4,250.00
C. 6 - 8 Inch PGE	200-2000	TON	200	47.00	\$9,400.00	48.00	\$9,600.00	49.00	\$9,800.00
D. 10 - 12 Inch PGE	200-2000	TON	200	47.00	\$9,400.00	48.00	\$9,600.00	49.00	\$9,800.00
TOTAL COSTS A+B+C+D					\$24,930.00		\$25,730.00		\$26,530.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	Vulcan Construction Materials, LLC								
Address:	1000 E. Warrentonville Rd, Suite 100, Naperville, IL 60563								
Submitted By:	Jason Grimes								
Date:	10-31-23								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	vulcanmaterialsquote@vme mail.com								
Authorized Signature:									

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

A motion authorizing the extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the Ditch Landscape Maintenance Program for the period of May 1, 2026 through April 30, 2027. See Exhibit A.

BACKGROUND

In 2022 the City completed maintenance on the remainder the City's ditch infrastructure. The City Council initiated the commencement of the Ditch Project program in 2007 to restore approximately 27 miles of ditch infrastructure. In 2023, the Department requested funding for a pilot program to provide ongoing maintenance for optimal storm water conveyance within the open ditch areas. The goals of the Ditch Landscape Maintenance Program were to field review the open ditches for settling adjacent to inlets/structures, erosion and minor grading. The 2023 program allowed Staff to complete approximately 2.2 lineal miles at a cost of approximately \$60,000, (\$5.20/LF). Staff views the program as a success and recommends the program for the FY2026/27 Budget. The program would continue sequentially from when the ditches were originally restored. The maintenance restoration is based on a time and material basis with the City providing limited materials.

The program consists of the City providing topsoil, aggregate and all storm sewer materials to the proposed vendor. The vendor shall have the ability to set flow grades from 1.5 to 2.5 %. The scope of work will be determined by the Superintendent. The work areas will consist of identified areas ranging from 10-150 feet long by 5 to 20 feet in width. The work will further include adjusting storm inlets and 12x12 garden inlets located in the right of way. Adjustments will consist of removing/adding concrete adjusting rings ranging from 1-6 inches and replacing/adjusting 12x12 inlets/grates to grade.

Competitive quotes were requested for the landscaping services on December 12, 2023 and staff received one (1) responsive quote. The sole bid was received from JC Landscaping & Tree Service. See Attachment A. JC Landscaping has been a contractor for the City for several years with satisfactory results. The proposal also includes two (2) additional extensions that may be exercised upon mutual agreement and City Council approval. The proposed extension would be the second extension, year three (3) of a three (3) year proposal and was confirmed on October 13, 2025, see Attachment B.

The proposed expenditure would be expended from the following line item, pending Budget approval.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27	PROPOSED EXPENDITURE
25-35-4376	Ditch Landscape Maintenance Restoration Program	\$70,000	70,000

STAFF RECOMMENDATION

Staff recommends approving the motion for the Ditch Landscape Maintenance Program for the period of May 1, 2026 through April 30, 2027, pending Budget approval.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of November 2025.**

AYES: _____

NAYS: _____

ABSENT: _____

LANDSCAPE RESTORATION QUOTE RESULTS
2026/2027

2026 DITCH MAINTENANCE RESTORATION SERVICES

						JC Landscaping & Tree Service	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2026 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST
<i>EXAMPLE:</i>	<i>PER JOB</i>				220	\$ 1.00	\$ 220.00
A. LABOR COST FOR GRADING-MECHANICAL GRADING/ROTTILLING, PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-6 INCHES EXCAVATIONS TO BE DISPOSED OF BY THE CITY - THE CITY WILL PROVIDE TOPSOIL	1	200	SQUARE YARD	200	200	\$ 22.00	\$ 4,400.00
B. LABOR COST FOR ADJUSTING STORM SEWER INLETS 1-6 INCHES. REMOVED CONCRETE RINGS SHALL BE RETURNED TO THE PUBLIC WORKS FACILITY.	1	100	EACH	100	450	\$ 20.00	\$ 9,000.00
C. LABOR COST FOR ADJUSTING 12 X12 GARDEN INLETS 1-6 INCHES.	1	100	EACH	100	450	\$ 30.00	\$ 13,500.00
D. LABOR COST FOR REMOVING AND REPLACING 12 X12 GARDEN INLETS 12-18 INCHES.	1	100	EACH	100	450	\$ 35.00	\$ 15,750.00
E. SOD-RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 12.00	\$ 61,200.00
F. SEED-RESTORATION-INCLUDES FERTILIZER, SEED, STRAW BLANKET AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 8.00	\$ 40,800.00
TOTAL COSTS A+B+C+D+E+F							\$ 144,650.00

From: Bladimir Mejia
To: Regina Kokkinis
Cc: mejiaj0424@gmail.com; Dan Gombac
Subject: Re: City of Darien 2026 ditch maintenance restoration
Date: Monday, October 13, 2025 10:15:21 AM
Attachments: image001.png

Yes, I agree.

On Mon, Oct 13, 2025 at 9:55 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Hello,

Please see the pricing schedule as it relates to the subject line and confirm that you are in agreement with the contract extension and unit pricing for the proposed 2026-27 pricing schedule.

DITCH MAINTENANCE RESTORATION SERVICES QUOTE REQUEST

2024 DITCH MAINTENANCE RESTORATION SERVICES						2024 - 2025		2025 - 2026		2026 - 2027	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2024 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE "A"	1	220	SQUARE YARD	N/A	220	\$ 1.00	\$ 220.00	\$ 1.05	\$ 231.00	\$ 1.10	\$ 254.10
A. LABOR COST FOR GRADING-MECHANICAL GRADING/ROTTILLING, PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-6 INCHES EXCAVATIONS TO BE DISPOSED OF BY THE CITY - THE CITY WILL PROVIDE TOPSOIL	1	200	SQUARE YARD	200	200	\$ 18	\$3,600	\$20	\$4,000	\$22	\$4,400
B. LABOR COST FOR ADJUSTING STORM SEWER INLETS 1-6 INCHES. REMOVED CONCRETE RINGS SHALL BE RETURNED TO THE PUBLIC WORKS FACILITY	1	100	EACH	100	450	\$ 20	\$9,000	\$20	\$9,000	\$20	\$9,000
C. LABOR COST FOR ADJUSTING 12 X12 GARDEN INLETS 1-6 INCHES	1	100	EACH	100	450	\$ 30	\$13,500	\$30	\$13,500	\$30	\$13,500
D. LABOR COST FOR REMOVING AND REPLACING 12 X12 GARDEN INLETS 12-18 INCHES	1	100	EACH	100	450	\$ 35	\$15,750	\$35	\$15,750	\$35	\$15,750
E. SOD-RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 10	\$51,000	\$ 11	\$56,100	\$12	\$61,200
F. SEED-RESTORATION-INCLUDES FERTILIZER, SEED, STRAW BLANKET AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 8	\$40,800	\$ 8	\$40,800	\$ 8	\$40,800
TOTAL COSTS A+B+C+D+E+F							\$133,650		\$139,150		\$144,650
Company Name: JL Landscaping and tree service											
Address: 1210 Plainfield Rd Oswego IL 60543											
Submitted By: Juan Mejia											
Date: 12/11/23											
Telephone Number: 630-404-0136											
Mobile Telephone Number: 630-408-3601											
Fax Number:											
E-mail Address: mejiaj0424@gmail.com											
Authorized Signature: 											

DITCH MAINTENANCE RESTORATION SERVICES QUOTE REQUEST

2024 DITCH MAINTENANCE RESTORATION SERVICES						2024 - 2025		2025 - 2026		2026 - 2027	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2024 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE "A"	1	220	SQUARE YARD	N/A	220	\$ 1.00	\$ 220.00	\$ 1.05	\$ 231.00	\$ 1.10	\$ 254.10
A. LABOR COST FOR GRADING-MECHANICAL GRADING/ROTTILLING, PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-6 INCHES EXCAVATIONS TO BE DISPOSED OF BY THE CITY - THE CITY WILL PROVIDE TOPSOIL	1	200	SQUARE YARD	200	200	\$ 18	\$3,600	\$20	\$4,000	\$22	\$4,400
B. LABOR COST FOR ADJUSTING STORM SEWER INLETS 1-6 INCHES REMOVED CONCRETE RINGS SHALL BE RETURNED TO THE PUBLIC WORKS FACILITY.	1	100	EACH	100	450	\$ 20	\$ 9,000	\$20	\$ 9,000	\$ 20	\$ 9,000
C. LABOR COST FOR ADJUSTING 12 X12 GARDEN INLETS 1-6 INCHES	1	100	EACH	100	450	\$ 30	\$13,500	\$30	\$13,500	\$30	\$13,500
D. LABOR COST FOR REMOVING AND REPLACING 12 X12 GARDEN INLETS 12-18 INCHES	1	100	EACH	100	450	\$ 35	\$15,750	\$35	\$15,750	\$35	\$15,750
E. SOD-RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 10	\$51,000	\$ 11	\$56,100	\$12	\$61,200
F. SEED-RESTORATION-INCLUDES FERTILIZER, SEED, STRAW BLANKET AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	100	4,000	SQUARE YARD	5100	5,100	\$ 8	\$40,800	\$ 8	\$40,800	\$ 8	\$40,800
TOTAL COSTS A+B+C+D+E+F							\$133,650		\$139,150		\$144,650
Company Name:	JC Landscaping and tree service										
Address:	1210 Plainfield Rd Oswego IL 60543										
Submitted By:	Juan Mejia										
Date:	12/11/23										
Telephone Number:	630-464-0736										
Mobile Telephone Number:	630-408-3501										
Fax Number:											
E-mail Address:	mejiaj0424@gmail.com										
Authorized Signature:											

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

A motion authorizing the extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2026 through April 30, 2027. See Exhibit A.

BACKGROUND

During the year the department requires the use of topsoil for landscape restoration for various Public Works projects, such as water main breaks, storm sewer replacements and ditching projects.

Competitive quotes were requested for the topsoil on November 13, 2024, and staff received four (4) competitive quotes. See Attachment A. The lowest competitive quote was Shreve Services, Inc. The proposal allows the City to pick up topsoil from the dirt field or delivery of the product for larger projects. The request for quotes stipulated that pricing be held in place from May 1, 2025 through April 30, 2026. It also included two optional extensions for 2026 and 2027. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on October 21, 2025, see Attachment B. Shreve Services, Inc., was the awarded vendor last year and has provided satisfactory services in the past.

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the restoration. The total estimated costs for all maintenance and budgetary programs for the topsoil are estimated at approximately \$60,000.00.

STAFF RECOMMENDATION

Staff recommends approval of a resolution to accept a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2026 through April 30, 2027.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
 COUNTY, ILLINOIS, this 17th day of November 2025.**

AYES: _____

NAYS: _____

ABSENT: _____

TOPSOIL QUOTE **2026-2027**

					DuPage Topsoil *		Utility Transport Services, Inc.		Shreve Services, Inc.		Straughn Farm, Inc.	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS
EXAMPLE:			6-WHEELER-14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$ 19.29	\$ 19,290.00	\$ 19.10	\$ 19,100.00	\$ 11.00	\$ 11,000.00	\$ 15.71	\$ 15,710.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$ 24.64	\$ 24,640.00	\$ 38.21	\$ 38,210.00	\$ 16.50	\$ 16,500.00	\$ 27.86	\$ 27,860.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	1,000	\$ 19.50	\$ 19,500.00	\$ 24.98	\$ 24,980.00	\$ 16.50	\$ 16,500.00	\$ 21.00	\$ 21,000.00
TOTAL COSTS A+B+C						\$ 63,430.00		\$ 82,290.00		\$ 44,000.00		\$ 64,570.00
					price 6 wheeler picked up \$270 price 6 wheeler delivered \$345 price semi delivered \$390 *anything less than a full 6 wheeler picked up is \$30 per yard with a \$60 minimum							

Regina Kokkinis

From: Stephen Shreve <sshreve@shreveservices.com>
Sent: Tuesday, October 21, 2025 12:34 PM
To: Regina Kokkinis
Cc: Stephen Shreve; Dan Gombac
Subject: Re: City of Darien 2026 topsoil

Good afternoon, thank you for checking back with me on this. We appreciate the business and will continue to honor this pricing.

Thank you,
 Stephen Shreve
 Sent from my iPhone

On Oct 20, 2025, at 9:58 AM, Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good morning,

I am resending this to put it at the top of your email as I know you probably get a lot and may have missed this. Please respond at your earliest convenience.

Sincerely,

Regina Kokkinis

Administrative Assistant, Municipal Services 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!

<https://darien.il.us/reference-desk/directconnect-enews>

From: Regina Kokkinis
Sent: Monday, October 13, 2025 9:38 AM
To: 'sshreve@shreveservices.com' <sshreve@shreveservices.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: City of Darien 2026 topsoil

Good Day,

Please see the pricing schedule as it relates to the subject line and confirm that you are in agreement with the contract extension and unit pricing for the proposed 2026-27 pricing schedule.

<image001.jpg>

Sincerely,

Regina Kokkinis

Administrative Assistant, Municipal Services 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!

<https://darien.il.us/reference-desk/directconnect-enews>

TOPSOIL QUOTE

DESCRIPTION	MINIMAL QUANTITY- RANGE	MAXIMUM QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	2025-2026		2026-2027		2027-2028	
					UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS
EXAMPLE:			6-WHEELER 14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER 14 CUBIC YARDS	1,000	\$11.00/yrd	\$11,000.00	\$11.00/yrd	\$11,000.00	\$11.00/yrd	\$11,000.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER 14 CUBIC YARDS	1,000	\$16.50/yrd	\$16,500.00	\$16.50/yrd	\$16,500.00	\$16.50/yrd	\$16,500.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI 20 CUBIC YARDS	1,000	\$16.50/yrd	\$16,500.00	\$16.50/yrd	\$16,500.00	\$16.50/yrd	\$16,500.00
TOTAL COSTS A+B+C										
QUOTE AWARDED ON TOTAL COST										
Company Name:	SHREVE SERVICES INC.									
Address:	23337 LORINDON DR. PLAINFIELD									
Submitted By:	STEPHEN SHREVE									
Date:	11/11/24									
Telephone Number:	815-426-6691									
Mobile Telephone Number:	815-693-8631									
Fax Number:	—									
E-mail Address:	SSHREVE@SHREVESERVICES.COM									
Authorized Signature:										

Thank You!

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

Approval of an ordinance authorizing the disposal of surplus property.

BACKGROUND/HISTORY

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

	ITEM	MODEL# - SERIAL# - VIN DESCRIPTION	QUANTITY	EXPLANATION
1	Factory Cat 25-C Floor Cleaner	Serial: 91107	1	Replaced
2	2017 Star Man Basket	Serial: 6756 S	1	Replaced
3	2013 Ford F250 Pick Up Truck (600) MILES: 99,518	1FTBF2A66CEC32650	1	Replaced
4	Concrete Structures within PW Yard	2'x2' inlets with pipe holes	27	Obsolete
5	Concrete Structures within PW Yard	4' cone selection	1	Obsolete
6	Concrete Structures within PW Yard	4'x 6' manhole w/pipe cutout	1	Obsolete
7	Concrete Structures within PW Yard	6'x12" Manhole Risers	2	Obsolete
8	Crutches	n/a	5 sets	Obsolete
9	Walkers	n/a	12	Obsolete
10	Wheelchairs	n/a	9	Obsolete
11	Walker Parts, Back & Knee Braces	n/a	Misc.	Obsolete

STAFF RECOMMENDATION

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

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council Agenda for formal approval.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 17th DAY OF NOVEMBER, 2025**

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, and
this 17th day of November, 2025**

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

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

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

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

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

	ITEM	MODEL# - SERIAL# - VIN DESCRIPTION	QUANTITY	EXPLANATION
1	Factory Cat 25-C Floor Cleaner	Serial: 91107	1	Replaced
2	2017 Star Man Basket	Serial: 6756 S	1	Replaced
3	2013 Ford F250 Pick Up Truck (600) MILES: 99,518	1FTBF2A66CEC32650	1	Replaced
4	Concrete Structures within PW Yard	2'x2' inlets with pipe holes	27	Obsolete
5	Concrete Structures within PW Yard	4' cone selection	1	Obsolete
6	Concrete Structures within PW Yard	4'x 6' manhole w/pipe cutout	1	Obsolete
7	Concrete Structures within PW Yard	6'x12" Manhole Risers	2	Obsolete
8	Crutches	n/a	5 sets	Obsolete
9	Walkers	n/a	12	Obsolete
10	Wheelchairs	n/a	9	Obsolete
11	Walker Parts, Back & Knee Braces	n/a	Misc.	Obsolete

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

ORDINANCE NO. _____

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of November 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of November 2025.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

Approval of a motion to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2026 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$36,925.00. See Exhibit A.

BACKGROUND/HISTORY

The engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2026 Street Maintenance Program includes the following roads slated for the 2026 Street Maintenance Program:

PROPOSED 2026 ROAD PROGRAM

STREET	SUBDIVISION/LIMIT	LENGTH
Roger Road	Clarendon Hill Rd - Plainfield	1120
High Road	Roger - Plainfield Rd	2950
Evans Place	Janet - Elm	660
Poplar Lane	Janet - Elm	840
Tennessee Avenue	N.- 67th St	760
Easy Street	N.- 67th St	400
Seminole CDS	Seminole Dr - Limit	300
Belair Drive	Beechnut - Richmond	2200
Belair CDS	Belair Dr - Limit	200
Village Court	Seminole Dr - Limit	500
Honey Locust Lane	Farmingdale - W. Limit	480
Redondo Court	Redondo Dr - Redondo Dr	409
Adams Street	Greenbriar - Iroquois	1000
Iroquois Street	Adams - Cass Av	1040
Regency Grove Drive	Cass Av - Adams	2000
Adams Street	Regency Grove - Limit	400
Wildwood Court	Regency Grove - Limit	500
77th Street	Williams - Adams	1500
Wakefield Drive	Abbey Ln - Green Valley	1460
Lemont Road Bend	Lemont Rd - End	600
Pinehurst Drive	Bailey Rd - Lakeview	1710
Pine Bluff Court	Pinehurst Dr - Limit	400
Pine Cove Court	Pinehurst Dr - Limit	400
Pine View Court	Pinehurst Dr - Limit	600
Oakley Drive	Lakeview - Golfview	500
Golfview Drive	Sawmill Creek - Oakley	800
Sawmill Creek Drive	Golfview - Lakeview	920
Dickens Circle	Lake View - Limit	440

Highcrest Drive	Beller - Hillside	765
Alternate: 1,500 square feet of patching		N/A
Alternate 2: Cass Jr. High School		N/A
TOTAL (FT)		25,854
TOTAL MILES		4.90

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

The total length of streets to be resurfaced for the project is approximately 25,854 feet (4.90 miles) for base bid.

Alternate 1 bid includes 1,500 square yards of miscellaneous patching in various locations throughout the City.

Alternate 2 bid will include the same scope as the base bid and the parking lot at Cass Junior High School located at 8502 Bailey Road. The proposed alternate would be reimbursed by the District at a pass-through cost.

It is our understanding that the City's intent is to utilize Local funds for Design Engineering and Construction.

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

Engineering Tech IV \$200/hr x 20 hrs = \$4,000

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

Engineer V \$245/hr x 24 hrs = \$ 1,225
Engineering Tech IV \$200/hr x 70 hrs = \$ 14,000
Total \$ 15,225

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

Engineering Tech IV \$200/hr x 2 meetings x 3 hrs = \$ 1,200

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

Engineer Tech IV \$200/hr x 10 hrs = \$ 2,000

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

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

Task 1 Field Reconnaissance	\$ 4,000
Task 2 Preparation of Bid Booklet	\$15,225
Task 3 Coordination Meetings	\$ 1,200
Task 4 Bidding Assistance	\$ 2,000
Task 5 Sampling Analysis – Quality Assurance/Quality Control	\$14,000
Direct Costs	<u>\$ 500</u>
NOT TO EXCEED	\$36,925

Funding for the Engineering Services would be expended from the following line item of the FY25/26 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ENGINEERING BID SPECIFICATIONS	\$ 38,000.00	\$ 36,925.00	\$1,075.00

STAFF RECOMMENDATION

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$36,925.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of November 2025.**

AYES: _____

NAYS: _____

ABSENT: _____


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 23, 2025

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

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services
 2026 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2026 Road Program. We understand the City will be using Local Funds for this project. As such CBBEL will prepare the bid booklet in Local format for submittal to the City. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2026 Road Program will consist of resurfacing for the following streets:

PROPOSED 2026 ROAD PROGRAM		
STREET	SUBDIVISION/LIMITS	LENGTH
Roger Road	Clarendon Hill Rd - Plainfield	1120
High Road	Roger - Plainfield Rd	2950
Evans Place	Janet - Elm	660
Poplar Lane	Janet - Elm	840
Tennessee Avenue	N.- 67 th St	760
Easy Street	N.- 67 th St	400
Seminole CDS	Seminole Dr - Limit	300
Belair Drive	Beechnut - Richmond	2200

Belair CDS	Belair Dr - Limit	200
Village Court	Seminole Dr - Limit	500
Honey Locust Lane	Farmingdale - W. Limit	480
Redondo Court	Redondo Dr - Redondo Dr	409
Adams Street	Greenbriar - Iroquois	1000
Iroquois Street	Adams - Cass Av	1040
Regency Grove Drive	Cass Av - Adams	2000
Adams Street	Regency Grove - Limit	400
Wildwood Court	Regency Grove - Limit	500
77th Street	Williams - Adams	1500
Wakefield Drive	Abbey Ln - Green Valley	1460
Lemont Road Bend	Lemont Rd - End	600
Pinehurst Drive	Bailey Rd - Lakeview	1710
Pine Bluff Court	Pinehurst Dr - Limit	400
Pine Cove Court	Pinehurst Dr - Limit	400
Pine View Court	Pinehurst Dr - Limit	600
Oakley Drive	Lakeview - Golfview	500
Golfview Drive	Sawmill Creek - Oakley	800
Sawmill Creek Drive	Golfview - Lakeview	920
Dickens Circle	Lake View - Limit	440
Highcrest Drive	Beller - Hillside	765
Alternate: 1,500 square feet of patching		N/A
Alternate 2: Cass Jr. High School		N/A
Total (ft)		25,854
Total Miles		4.90

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

The total length of streets to be resurfaced for the project is approximately 25,854 feet (4.90 miles) for base bid.

SCOPE OF SERVICES

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

Engineering Tech IV \$200/hr x 20 hrs = \$ 4,000

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

Engineer V \$245/hr x 24 hrs = \$ 1,225
Engineering Tech IV \$200/hr x 70 hrs = \$ 14,000
Total \$ 15,225

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

Engineering Tech IV \$200/hr x 2 meetings x 3 hrs= \$ 1,200

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

Engineering Tech IV \$ 200/hr x 10 hrs = \$ 2,000

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

FEE ESTIMATE

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

Task 1	Field Reconnaissance	\$ 4,000
Task 2	Preparation of Bid Booklet	\$ 15,225
Task 3	Coordination Meetings	\$ 1,200
Task 4	Bidding Assistance	\$ 2,000
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 14,000
	Direct Costs	<u>\$ 500</u>
	NOT TO EXCEED	\$ 36,925

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2025 Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

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

These rates are in effect until December 31, 2025, at which time they will be subject to change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
October 27, 2025

ISSUE STATEMENT

Approval of a motion authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd., for pavement coring for the proposed 2026 Street Maintenance Program, in an amount not to exceed \$14,000.00. See Exhibit A.

BACKGROUND/HISTORY

The engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 45 pavement cores for the tentatively proposed 2026 Street Maintenance Program would include the roads below:

PROPOSED 2026 ROAD PROGRAM

STREET	LIMIT	LENGTH	CORES
Roger Road	Clarendon Hill Rd - Plainfield	1120	2
High Road	Roger - Plainfield Rd	2950	4
Evans Place	Janet - Elm	660	1
Poplar Lane	Janet - Elm	840	2
Tennessee Avenue	N.- 67th St	760	1
Easy Street	N.- 67th St	400	1
Seminole CDS	Seminole Dr - Limit	300	1
Belair Drive	Beechnut - Richmond	2200	2
Belair CDS	Belair Dr - Limit	200	1
Village Court	Seminole Dr - Limit	500	1
Honey Locust Lane	Farmingdale - W. Limit	480	1
Redondo Court	Redondo Dr - Redondo Dr	409	1
Adams Street	Greenbriar - Iroquois	1000	1
Iroquois Street	Adams - Cass Av	1040	2
Regency Grove Drive	Cass Av - Adams	2000	2
Adams Street	Regency Grove - Limit	400	1
Wildwood Court	Regency Grove - Limit	500	1
77th Street	Williams - Adams	1500	2
Wakefield Drive	Abbey Ln - Green Valley	1460	2
Lemont Road Bend	Lemont Rd - End	600	1
Pinehurst Drive	Bailey Rd - Lakeview	1710	2
Pine Bluff Court	Pinehurst Dr - Limit	400	1
Pine Cove Court	Pinehurst Dr - Limit	400	1
Pine View Court	Pinehurst Dr - Limit	600	1
Oakley Drive	Lakeview - Golfview	500	1
Golfview Drive	Sawmill Creek - Oakley	800	2
Sawmill Creek Drive	Golfview - Lakeview	920	2

Dickens Circle	Lake View - Limit	440	1
Highcrest Drive	Beller - Hillside	765	2
Alternate: 1,500 square feet of patching		N/A	0
Alternate 2: Cass Jr. High School		N/A	2
Total (ft)		25,854	N/A
Total Miles		4.90	45

The proposed Engineering Agreement includes the following scope of services:

Task 1 - Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 45 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 - Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2026 Road Program based on the City's budget.

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

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

Task 1 Geotechnical Investigation	\$ 13,500
Task 2 Evaluation of Geotechnical Report	\$ 500
TOTAL	\$ 14,000

Funding for the Engineering Services would be expended from the following line item of the FY 25/26 Budget:

Account Number	Account Description	FY25/26 Budget	Proposed Expenditure	Proposed Balance
25-35-4325	Road Core Specs Testing Services	\$14,000.00	\$ 14,000.00	\$00.00

STAFF RECOMMENDATION

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$14,000.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 17, 2025 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 17th day of November 2025.**

AYES: _____

NAYS: _____

ABSENT: _____


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 23, 2025

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

Attention: Dan Gombac

 Subject: Proposal for Professional Engineering Services
 2026 Road Program-Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2026 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2026 Road Program will consist of resurfacing for the following streets:

PROPOSED 2026 ROAD PROGRAM			
STREET	SUBDIVISION/LIMITS	LENGTH	CORES
Roger Road	Clarendon Hill Rd - Plainfield	1120	2
High Road	Roger - Plainfield Rd	2950	4
Evans Place	Janet - Elm	660	1
Poplar Lane	Janet - Elm	840	2
Tennessee Avenue	N.- 67 th St	760	1
Easy Street	N.- 67 th St	400	1
Seminole CDS	Seminole Dr - Limit	300	1
Belair Drive	Beechnut - Richmond	2200	2
Belair CDS	Belair Dr - Limit	200	1
Village Court	Seminole Dr - Limit	500	1
Honey Locust Lane	Farmingdale - W. Limit	480	1
Redondo Court	Redondo Dr - Redondo Dr	409	1

Adams Street	Greenbriar - Iroquois	1000	1
Iroquois Street	Adams - Cass Av	1040	2
Regency Grove Drive	Cass Av - Adams	2000	2
Adams Street	Regency Grove - Limit	400	1
Wildwood Court	Regency Grove - Limit	500	1
77th Street	Williams - Adams	1500	2
Wakefield Drive	Abbey Ln - Green Valley	1460	2
Lemont Road Bend	Lemont Rd - End	600	1
Pinehurst Drive	Bailey Rd - Lakeview	1710	2
Pine Bluff Court	Pinehurst Dr - Limit	400	1
Pine Cove Court	Pinehurst Dr - Limit	400	1
Pine View Court	Pinehurst Dr - Limit	600	1
Oakley Drive	Lakeview - Golfview	500	1
Golfview Drive	Sawmill Creek - Oakley	800	2
Sawmill Creek Drive	Golfview - Lakeview	920	2
Dickens Circle	Lake View - Limit	440	1
Highcrest Drive	Beller - Hillside	765	2
Alternate: 1,500 square feet of patching		N/A	0
Alternate 2: Cass Jr. High School		N/A	2
Total (ft)		25,854	N/A
Total Miles		4.90	45

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

The total length of streets to be resurfaced for the project is approximately 25,854 feet (4.90 miles) for base bid.

It is our understanding that the City's intent is to utilize Local funds for the pavement cores/geotechnical report.

SCOPE OF SERVICES

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 45 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous

pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2026 Road Program based on the City's budget.

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

ESTIMATE OF FEE

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

Task 1	Geotechnical Investigation	\$	13,500
Task 2	Evaluation of Geotechnical Report	\$	500
	TOTAL	\$	14,000

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2025 Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

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

These rates are in effect until December 31, 2025, at which time they will be subject to change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
September 22, 2025

PRESENT: Alderman Thomas Belczak – Chairman, Alderman Ted Schauer, Alderman Ralph Stompanato

ABSENT: None

OTHERS: Mr. Dan Gombac – Director

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:03 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

Old Business

There was no old business to discuss.

New Business

- a. **Motion – Accepting a proposal for the purchase of two (2) new FCS DXMIC Pro Kit with GPS capabilities and training for leak surveying from Subsurface Solutions, in an amount not to exceed \$13,648.**

Mr. Gombac reported that these would be additional tools for the Water Department and would provide additional opportunities to identify leaks at various depths. He reported that they would have a touchscreen and headphones and be able to connect to a mobile device to download data. Mr. Gombac reported that this had been quoted in December of 2024.

There was some discussion regarding the difference between these devices and other leak locators.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to accept a proposal for the purchase of two (2) new FCS DXMIC Pro Kit with GPS capabilities and training for leak surveying from Subsurface Solutions, in an amount not to exceed \$13,648.

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

- b. Motion – Accepting a proposal from Garland/DBS, Inc., services for the removal, purchase and replacement of the roof hatch and gutter diversion enhancements at the police department in an amount not to exceed \$6,324.**

Mr. Gombac reported that the last couple heavy rain events had affected the tower on the Police Department and had cause water to leak through the man hatch which would need to be replaced. He reported that there would be funds available through the roof fund.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to accept a proposal from Garland/DBS, Inc., services for the removal, purchase and replacement of the roof hatch and gutter diversion enhancements at the police department in an amount not to exceed \$6,324.

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

- c. Motion – Declaring a default under the One-Year Public Improvement Maintenance Bond No. 4478108, Markel Insurance, for the Jade Residence development at 2305 Sokol Court and to demand payment in the amount of \$97,499.20 for failure to complete required landscape restoration, including tree planting, turf establishment, minor grading, and other related improvements as per the approved Landscaping Plan.**
- d. Motion – Rejecting all prior submitted quotes for landscape restoration at 2305 Sokol Court due to non-compliance with required specifications, and to award a contract to Laslo Landscaping, in an amount not to exceed \$96,421, and a certain City approved quoted materials and services in an amount of \$20,190.50 for a total cost not to exceed \$116,539.50, reimbursable funds related to the restoration based on unit pricing per the approved Landscape Plans, contingent on funds being on file.**

Mr. Gombac reported that 2305 Sokol had been approved back in 2021 and the building was completed in July of last year, but the landscaping was not. He reported that the city determined that the bond in place is at fault and Attorney Murphey is aware of the situation. He further reported that photos from August 2024 show the incomplete landscaping, and site inspections from this year had shown many deficiencies in planting. Mr. Gombac reported that there is a new owner now and that the city had created an inventory of what was planted, what is deficient or dying, and what plants are missing based on the developer's landscape plan. He further emphasized that timing is of the essence due to the season and need to lay seed for grass.

Mr. Gombac reported that they had a meeting that day with the developer, new owner, Alderwoman Sullivan and the two city arborists regarding the second motion. He reported that when the deficiencies had been pointed out, he put together an RFP which included the quantities of missing items which came out to \$96,421 for Laslo Landscaping to complete with

trees, shrubs, mulch and sod. He further reported that an additional \$20,190.50 would be provided due to city-provided topsoil and trucking and disposal of clay excavation. Mr. Gombac reported that he had spoken with the previous owner who stated that the insurance had denied the call, and that they would do an additional inspection of the property to confirm all quantities.

Mr. Gombac read for the record a statement from Attorney Murphey regarding the time sensitivity: "The proposed landscape restoration work is time-sensitive due to seasonal planting windows. Staff seeks a authorization from the MSC Committee to proceed with the work if funds are received prior to the October 6th City Council meeting with City Council ratification at that meeting." He clarified that no city funds would be utilized until the funds are in the account.

There was some clarification regarding the status of the bond.

Mr. Gombac reported that he would be looking to receive the funds from the developer. He further clarified the specifics of the landscape renovations.

Alderman Belczak clarified that the developer is the insurance client, so there could still be a remedy to go against the bond.

Mr. Gombac explained some of the history with the developer. He further reported that there had been some issues with the bids for the RFP.

The Committee clarified that the no city money would be spent before having an agreement in place to receive funds.

After some further discussion, Mr. Gombac clarified that there would be a permanent solution.

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to declare a default under the One-Year Public Improvement Maintenance Bond No. 4478108, Markel Insurance, for the Jade Residence development at 2305 Sokol Court and to demand payment in the amount of \$97,499.20 for failure to complete required landscape restoration, including tree planting, turf establishment, minor grading, and other related improvements as per the approved Landscaping Plan, and to reject all prior submitted quotes for landscape restoration at 2305 Sokol Court due to non-compliance with required specifications, and to award a contract to Laslo Landscaping, in an amount not to exceed \$96,421, and a certain City approved quoted materials and services in an amount of \$20,190.50 for a total cost not to exceed \$116,539.50, reimbursable funds related to the restoration based on unit pricing per the approved Landscape Plans, contingent on funds being on file.

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

e. Minutes – August 4, 2025 Municipal Services Committee

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve the August 4, 2025 Municipal Services Committee Minutes.

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

Minutes – September 2, 2025 Municipal Services Committee

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve the September 2, 2025 Municipal Services Committee Minutes.

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

Director's Report

Mr. Gombac reported that they would be working on the final design on the fence for the Plainfield Road project.

He reported that Metronet would be continuing work in town and that they had been responding well to residents.

He gave a brief update regarding future developments.

Next Scheduled Meeting

Chairman Belczak announced that the next meeting is scheduled for October 27, 2025.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, the MOTION CARRIED UNANIMOUSLY, and the meeting adjourned at 6:51 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belczak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman