

City of Darien

NOTICE OF SPECIAL MEETING

PLEASE TAKE NOTICE THAT THE CITY COUNCIL HAS SCHEDULED A SPECIAL MEETING TO BE HELD ON MONDAY, AUGUST 24, 2015 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBERS AT CITY HALL, 1702 PLAINFIELD ROAD, DARIEN, ILLINOIS. AGENDA IS AS FOLLOWS:

1. CALL TO ORDER
2. ROLL CALL
3. ESTABLISH A QUORUM
4. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$30,000 FOR THE PURPOSE OF SHARING COSTS FOR CONSTRUCTION ITEMS ASSOCIATED WITH THE STREET LIGHTING PROJECT WITHIN LIMITED LOCATIONS OF THE 75TH STREET CORRIDOR AND THE CASS AVENUE CORRIDOR
5. ADJOURNMENT

THIS NOTICE IS GIVE PURSUANT TO CHAPTER 5, SECTION 120/2.02 OF THE ILLINOIS COMPILED STATUTES (5 ILCS 120/2.01).

JOANNE E. RAGONA
CITY CLERK
AUGUST 21, 2015



AGENDA MEMO
Special City Council Meeting
August 24, 2015

ISSUE STATEMENT

Approval of a [resolution](#) authorizing additional funding in the amount of \$30,000 for the purpose of sharing costs for construction items associated with the Street Lighting Project within limited locations of the 75th Street Corridor and the Cass Avenue Corridor.

BACKGROUND/HISTORY

The City Council approved an Intergovernmental Agreement with the County of Dupage on May 4, 2015 for the Street Lighting Project within limited locations of the 75th Street Corridor and the Cass Avenue Corridor. See attached agenda memo labeled as [Attachment A](#) for additional background.

On July 31, 2015 the Illinois Department of Transportation opened bids for the project. The lowest bid was \$709,215.40 and is over the engineer's estimate by approximately \$20,000. Staff had requested a copy of the bid tally and IDOT will not release the bid tally until the project is awarded. Telephone conversations with Fawad Aqueel, IDOT Federal Aid Coordinator, indicated that the following items were over the engineer's estimate:

Decorative Luminaires
Underground Conduit

Pending bid results, there may be an opportunity for additional cost share funding through the CMAQ grant. Since the County is the lead agency for the project, the additional funding request will need to be submitted by the County. The City staff is further requesting a contingency in the amount of \$10,000 for construction due to potential unforeseen field conditions.

The County of Dupage and IDOT has requested of the City to respond by August 26, 2015 to proceed with the project. If the City does not respond by said date the project may be rejected by the proposed vendor and/or IDOT and would require a rebid. The construction for project could start as early as late September, pending IDOT protocols.

Attached is the proposed detailed funding schedule labeled as [Attachment B](#). Please note, proposed savings have been identified from the Carlisle Bridge Project and have been applied to the 75th Street Lighting Project to cover the shortfall and a \$10,000 contingency. Below please see the proposed cost summary.

DESCRIPTION	BUDGET
75TH STREET STREET LIGHT PROJECT	\$238,000.00
REVISED CITY COST	\$305,547.00
SHORTFALL	(\$67,547.00)

Savings to cover shortfall are from Road Program and Carlisle Bridge Project

75th Street-Cass Avenue Street Lighting Project

August 24, 2015

Page 2

COMMITTEE RECOMMENDATION

The Municipal Services Committee will meet on August 24, 2015 at 6:30 P.M. and will forward a recommendation to City Council for the August 24, 2015 Special City Council Meeting

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be forwarded to a Special City Council Meeting scheduled for August 24, 2015 for formal approval.

MEMO

CC: SUPERINTENDENT
 FOREMAN
 WORKING QUOTES
 OTHER

AGENDA MEMO
 City Council Meeting
 May 4, 2015

ISSUE STATEMENT

FILE

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for the purpose of sharing costs for design and construction engineering, IDOT Letting and Construction for the Street Lighting Project within limited locations of the 75th Street Corridor and the Cass Avenue Corridor in an amount not to exceed \$275,588.64.

BACKGROUND/HISTORY

The City of Darien has jointly succeeded with the County of DuPage in securing an extension of the CMAQ funding for the 75th Street Reconstruction Project as it relates to the replacement of street lighting along certain segments of 75th Street and along Cass Avenue, see attached plan labeled as Attachment A. Please recall 30 street light poles were removed as part of the reconstruction project. The street lights are owned and were installed by the City in the 80's and per the Intergovernmental Agreement on file. The County was not required to replace the street lighting. The CMAQ funding allows for the replacement lighting, in kind, design construction and construction engineering at a local match of 20%. The City Council also recently authorized theme lighting at specific locations within the 75th Street and Cass Avenue corridors. The theme lighting is not grant eligible and will be funded by the City 100%.

In summary the scope of the project includes the following limits:

- 75th Street – Williams Street to Nantucket Drive
- Cass Avenue - Plainfield Road to approximately 500 feet north of 75th Street
- Plainfield Road - East and West of Cass Avenue approximately 250 feet in each direction

and is further detailed on the attached Estimate of Cost sheets labeled as Attachment B1 and B2:

- Concrete pole foundations
- Conduit
- Electrical Wire
- Lighting Controller and appurtenances
- 19 Decorative single mast arms-with theme lighting
- 5 Decorative double mast arms-with theme lighting
- 13 Aluminum single mast arms-Utilizing the poles that were removed
- 5 Aluminum double mast arms-Utilizing the poles that were removed
- Restoration-Concrete, bituminous and landscaping
- Construction Layout
- Construction Engineering

JCET
 IL Clean Energy Community Foundation

75th Street-Cass Avenue Street Lighting Project

May 4, 2015

Page 3

COMMITTEE RECOMMENDATION

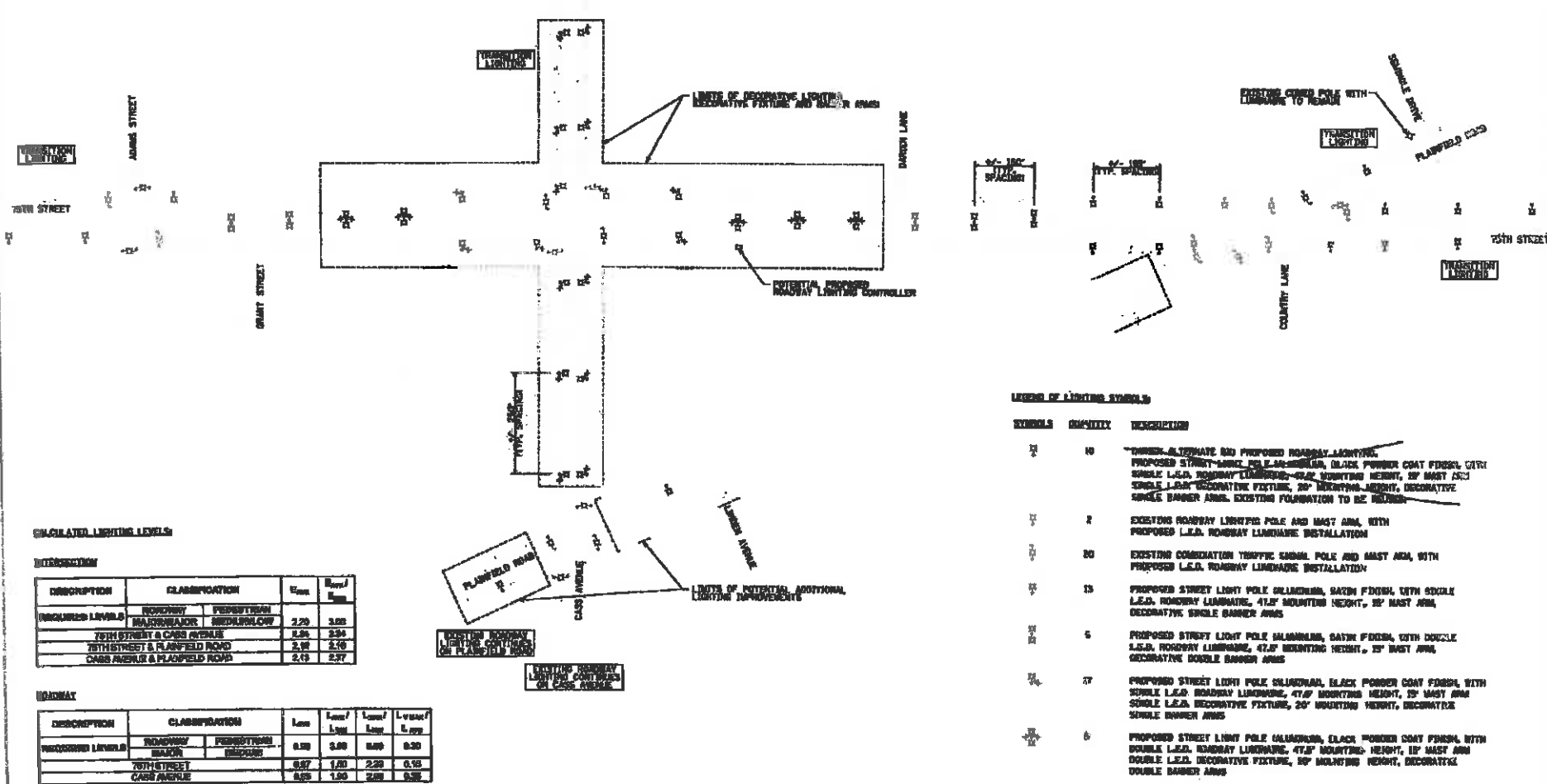
Approval of a resolution authorizing the execution of an Intergovernmental Agreement with the County of DuPage for the purpose of sharing costs for design and construction engineering, IDOT Letting and Construction for the Street Lighting Project within limited locations of the 75th Street Corridor and the Cass Avenue Corridor in an amount not to exceed \$275,588.64.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be forwarded to City Council on May 4, 2015 for formal approval.



CALCULATED LIGHTING LEVELS

INTERSECTION

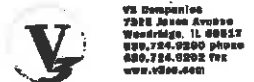
DESCRIPTION	CLASSIFICATION	E _{min}	E _{max}
REQUIRED LEVELS	ROADWAY MAINTENANCE	2.25	3.05
	PEDESTRIAN SIDEWALK	2.25	2.95
75TH STREET & CASE AVENUE		2.25	2.95
75TH STREET & PLANFIELD ROAD		2.25	2.95
CASE AVENUE & PLANFIELD ROAD		2.25	2.95

ROADWAY

DESCRIPTION	CLASSIFICATION	L _{min}	L _{max}	L _{avg}	L _{avg}
REQUIRED LEVELS	ROADWAY MAJOR	0.30	0.60	0.40	0.30
	PEDESTRIAN SIDEWALK	0.57	1.00	0.70	0.50
75TH STREET		0.57	1.00	0.70	0.50
CASE AVENUE		0.57	1.00	0.70	0.50

LEGEND OF LIGHTING SYMBOLS

- | SYMBOLS | QUANTITY | DESCRIPTION |
|---------|----------|---|
| ☉ | 10 | THREE-ARMED AND PROPOSED ROADWAY LIGHTING. PROPOSED STREET LIGHT POLE (BLACK), BLACK POWDER COAT FINISH WITH DOUBLE L.E.D. ROADWAY LUMINAIRE, 47" MOUNTING HEIGHT, 18" MAST ARM, SINGLE L.E.D. DECORATIVE FIXTURE, 20" MOUNTING HEIGHT, DECORATIVE SINGLE BANNER ARM. EXISTING FOUNDATION TO BE REUSED. |
| ☉ | 2 | EXISTING ROADWAY LIGHTING POLE AND MAST ARM, WITH PROPOSED L.E.D. ROADWAY LUMINAIRE INSTALLATION. |
| ☉ | 20 | EXISTING COMBINATION TRAFFIC SIGNAL POLE AND MAST ARM, WITH PROPOSED L.E.D. ROADWAY LUMINAIRE INSTALLATION. |
| ☉ | 13 | PROPOSED STREET LIGHT POLE (ALUMINUM), SATIN FINISH WITH DOUBLE L.E.D. ROADWAY LUMINAIRE, 47" MOUNTING HEIGHT, 18" MAST ARM, DECORATIVE SINGLE BANNER ARM. |
| ☉ | 6 | PROPOSED STREET LIGHT POLE (ALUMINUM), SATIN FINISH WITH DOUBLE L.E.D. ROADWAY LUMINAIRE, 47" MOUNTING HEIGHT, 18" MAST ARM, DECORATIVE DOUBLE BANNER ARM. |
| ☉ | 27 | PROPOSED STREET LIGHT POLE (ALUMINUM), BLACK POWDER COAT FINISH WITH DOUBLE L.E.D. ROADWAY LUMINAIRE, 47" MOUNTING HEIGHT, 18" MAST ARM, SINGLE L.E.D. DECORATIVE FIXTURE, 20" MOUNTING HEIGHT, DECORATIVE SINGLE BANNER ARM. |
| ☉ | 6 | PROPOSED STREET LIGHT POLE (ALUMINUM), BLACK POWDER COAT FINISH WITH DOUBLE L.E.D. ROADWAY LUMINAIRE, 47" MOUNTING HEIGHT, 18" MAST ARM, DOUBLE L.E.D. DECORATIVE FIXTURE, 20" MOUNTING HEIGHT, DECORATIVE DOUBLE BANNER ARM. |



V&S Companies
7928 Jean Avenue
Woodridge, IL 60517
630.724.5200 phone
630.724.5202 fax
www.v&s.com

75TH STREET LIGHTING IMPROVEMENTS

DARIN, ILLINOIS

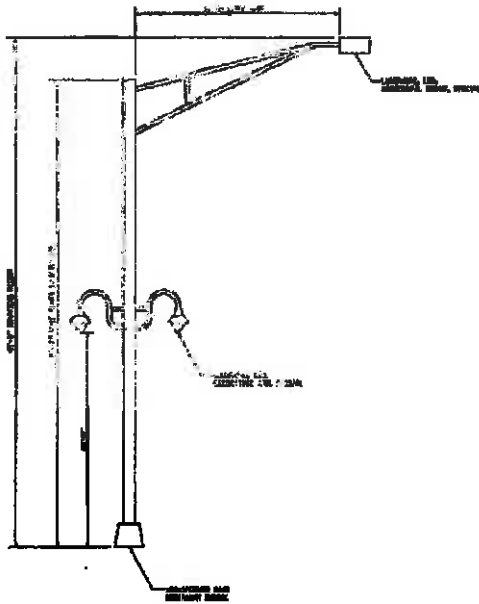
DUPAGE COUNTY

CONCEPTUAL LIGHTING LAYOUT

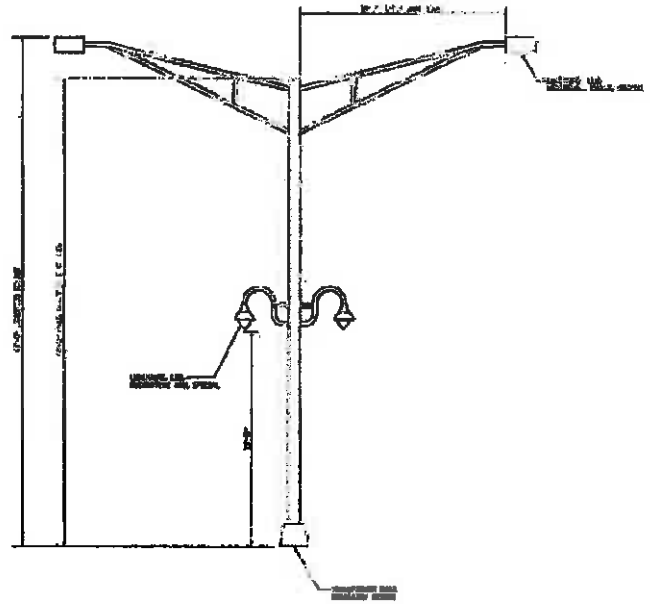
DATE: 01-18-16



SCALE: 1" = 200'



SEE THE NOTES ON THIS SHEET FOR THE SPECIFICATIONS FOR THE LIGHT FIXTURES AND THE LIGHTING FIXTURES.



SEE THE NOTES ON THIS SHEET FOR THE SPECIFICATIONS FOR THE LIGHT FIXTURES AND THE LIGHTING FIXTURES.

SEE THE COUNTY ORDINANCE, STREET LIGHTING, AS REFERRED TO FOR THE SPECIFICATIONS FOR THE LIGHT FIXTURES.



DATE	10/1/2010	BY	...
FOR APPROVAL OF	...	DATE	...
FOR THE COUNTY	...	DATE	...

CITY OF BALDWIN
 DEPARTMENT OF TRANSPORTATION

PROJECT NO. 10-01-001
 SHEET NO. 1 OF 1

DATE	10/1/2010	BY	...
FOR APPROVAL OF	...	DATE	...
FOR THE COUNTY	...	DATE	...



Route 78th Street
 County DuPage
 Local Agency City of Darien
 Section 12-00233-07-R

(Construction) Estimate of Cost

Location and brief description (Site, and land description of beginning; Site, only for and for county and road districts; street limits for municipality.)
Lighting enhancements on 78th Street from S. Adams Street to Plainfield Road and Cass Avenue from Plainfield Road to 78th Street.
Improvements to include installation of LED street lighting fixtures, decorative lighting fixtures and poles and restoration.

Total Project Length	10,804'
Net Length	10,804'

Surface Type	Asphalt
Width	Varies

Shoulder Type	C&G
Width	N/A

Length	
Width	

Item Number	Items	Unit	Quantity	Unit Price	Total Cost	EEO % Breakdown	
CARRIED FORWARD							
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	25.0	\$ 30.00	\$ 750.00	0.11%	
35101502	AGGREGATE BASE COURSE, TYPE B 2"	SQ YD	11.0	\$ 8.00	\$ 88.00	0.01%	
35101800	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	11.0	\$ 10.00	\$ 110.00	0.02%	
40803335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TGN	3.0	\$ 125.00	\$ 375.00	0.06%	
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	100.0	\$ 10.00	\$ 1,000.00	0.15%	
44000600	SIDEWALK REMOVAL	SQ FT	100.0	\$ 8.00	\$ 800.00	0.12%	
66902200	NON-SPECIAL WASTE DISPOSAL	CU YD	16.0	\$ 85.00	\$ 1,360.00	0.21%	
66900630	SOIL DISPOSAL ANALYSIS	EACH	1.0	\$ 1.00	\$ 1.00	0.00%	
67100100	MOBILIZATION	LSUM	1.0	\$ 25,000.00	\$ 25,000.00	3.80%	
80400100	ELECTRIC SERVICE INSTALLATION	EACH	1.0	\$ 2,000.00	\$ 2,000.00	0.30%	
80400200	ELECTRIC UTILITY SERVICING CONNECTION	LSUM	1.0	\$ 15,000.00	\$ 15,000.00	2.28%	
81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	3,669.0	\$ 23.00	\$ 84,387.00	12.64%	
81028740	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	1,092.0	\$ 8.00	\$ 8,736.00	1.33%	
81400100	HANDHOLE	EACH	8.0	\$ 1,000.00	\$ 8,000.00	0.91%	
81809075	UNIT DUCT, 600V, 3-1C NO.2, 1/C NO.2 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	3,535.0	\$ 14.00	\$ 49,490.00	7.53%	
81809085	UNIT DUCT, 600V, 3-1C NO.4, 1/C NO.4 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	9,100.0	\$ 12.00	\$ 109,200.00	16.61%	
81702160	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 1/0	FOOT	60.0	\$ 8.00	\$ 480.00	0.07%	
82500350	LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 10AMP	EACH	1.0	\$ 10,000.00	\$ 10,000.00	1.52%	
83050810	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 16 FT. MAST ARM	EACH	19.0	\$ 3,000.00	\$ 57,000.00	8.67%	
83050910	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 2-16 FT. MAST ARMS	EACH	5.0	\$ 3,200.00	\$ 16,000.00	2.43%	
<input checked="" type="checkbox"/> Page Total					<input type="checkbox"/> Total Estimated Cost	\$ 387,777.00	58.89%

Made by JWB
 Checked by VJD

Date 3/10/2015
 Date 3/10/2015

7th Street Light Pole Installation and Lighting Retrofits
 City of Boston
 7th Street (2743), Adams Street to Plainfield Road & Cove Avenue, Plainfield Road to 7th Street
 Section No. 18-00000-07-1T
 DuPage County

Prepared By: VS Corporation
 Date: 1/17/18
 Check: VS

Final 2018 Estimate of Cost
 2/16/2018

QUANTITY	SUMMARY OF QUANTITIES	UNIT	TOTAL QTY	UNIT PRICE	CONSTRUCTION TYPE CODE		TOTAL COST	CITY PERCENT / PER CITY OF BOSTON COST	CITY OF BOSTON COST
					TYPE CODE / CATEGORY OF BIDDING LISTING	CON. CITY OF BOSTON LISTING			
8800000	LIGHT POLE FOUNDATION, 36" DIAMETER	FOOT	558	\$ 100.00	278		\$ 55,800.00	\$ 55,800.00	\$ -
8800000	GROUNDWAY SERVICE, TRANSFORMER BARE, 48 EACH BOLT CIRCLE	BACH	42	\$ 100.00	42		\$ 4,200.00	\$ 4,200.00	\$ -
8800000	REMOVAL OF LIGHTING UNIT, NO WELFARE	BACH	1	\$ 600.00	1		\$ 600.00	\$ 600.00	\$ -
8800000	REMOVAL OF POLE FOUNDATION	BACH	1	\$ 100.00	1		\$ 100.00	\$ 100.00	\$ -
2300000	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	LNCH	1	\$ 2,000.00	1		\$ 2,000.00	\$ 2,000.00	\$ -
8800000	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	780	\$ 0.75	780		\$ 585.00	\$ 585.00	\$ -
2000000	PAINTING LIGHT POLE UNIT	BACH	24	\$ 400.00		24	\$ 9,600.00	\$ -	\$ 9,600.00
8800000	REMOVE PATH SIGNAGE	BACH	11	\$ 8.00	11		\$ 88.00	\$ 88.00	\$ -
8800000	REPLICATION TRUNKS, SPECIAL	FOOT	100	\$ 20.00	100		\$ 2,000.00	\$ 2,000.00	\$ -
8800000	TRUNK CONTROL AND PROTECTION (SPECIAL)	TRUNK	1	\$ 10,000.00	1		\$ 10,000.00	\$ 10,000.00	\$ -
8800000	LUMINAIRE LED, HORIZONTAL MOUNT, SPECIAL	BACH	78	\$ 800.00	78		\$ 62,400.00	\$ 62,400.00	\$ -
8800000	LIGHT POLE FOUNDATION, 36" DIAMETER, CONCRETE	FOOT	1	\$ 700.00	1		\$ 700.00	\$ 700.00	\$ -
2200000	CONSTRUCTION LAYOUT	LABOR	1	\$ 15,000.00	1		\$ 15,000.00	\$ 15,000.00	\$ -
8800000	REMOVAL OF LUMINAIRE BULB/ARE	BACH	20	\$ 100.00	20		\$ 2,000.00	\$ 2,000.00	\$ -
8800000	LUMINAIRE LED, DISCONTINUED MODEL, SPECIAL	BACH	40	\$ 1,500.00		40	\$ 60,000.00	\$ -	\$ 60,000.00
8800000	LIGHT POLE, ALUMINUM, 6-8 FT. H.H., 18 FT. HUB AND SPINNAK ONLY	BACH	12	\$ 700.00		12	\$ 8,400.00	\$ -	\$ 8,400.00
8800000	LIGHT POLE, ALUMINUM, 6-8 FT. H.H., 8-10 FT. HUB AND SPINNAK ONLY	BACH	8	\$ 700.00		8	\$ 5,600.00	\$ -	\$ 5,600.00

TOTAL CONSTRUCTION COST	\$	177,500.00	\$	60,200.00	\$	117,300.00
LOCAL TAXES STATE	\$	82,000.00	\$	26,500.00	\$	55,500.00
FEDERAL TOTAL COSTS	\$	259,500.00	\$	86,700.00	\$	172,800.00

7th Street Light Pole Jack Casing and Lighting Enhancements
 City of Davis
 75th Street (S200), Adams Street to Piedmont Road & Cass Avenue, Piedmont Road to 7th Street
 Station No. 154C803-07-LT
 Butte County

Prepared By: VR Corporation
 Date: 7/23
 Check: VR

Proposed 2024 Estimate of Cost
 8/16/2016

ITEM NO.	SUMMARY OF QUANTITIES	UNIT	TOTAL QTY	UNIT PRICE	CONSTRUCTION TYPE CODE		TOTAL COST	OFF. FEDERAL / MUN. CITY OF DAVIS COST	MUN. CITY OF DAVIS COST
					SPR. FEDERAL / MUN. CITY OF DAVIS EXCLUDED	LOCAL CITY OF DAVIS EXCLUDED			
					SPR. FEDERAL / MUN. CITY OF DAVIS INCLUDED	LOCAL CITY OF DAVIS INCLUDED			
32001001	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	25	0	20.79	25	\$ 519.75	\$ 519.75	\$ -
32001002	AGGREGATE BASE COURSE, TYPE B 2"	SQ YD	11	0	0.00	11	\$ -	\$ -	\$ -
32001003	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	11	0	21.00	11	\$ 231.00	\$ 231.00	\$ -
42002004	HOT MIX ASPHALT SURFACE COURSE, 5 1/2" IN	TON	0	0	105.00	0	\$ -	\$ -	\$ -
42002005	PORTLAND CEMENT CONCRETE SIDEWALK 3 INCH	SQ FT	100	0	10.00	100	\$ 1,000.00	\$ 1,000.00	\$ -
44000000	SIDEWALK REMOVAL	SQ FT	100	0	0.00	100	\$ -	\$ -	\$ -
66000000	NON-SPERM WHITE DISPOSAL	CU YD	18	0	60.00	18	\$ 1,080.00	\$ 1,080.00	\$ -
66000000	SOIL DISPOSAL ANALYSE	SACD	1	0	1.00	1	\$ 1.00	\$ 1.00	\$ -
67000000	INSTALLATION	LABOR	1	0	25,000.00	1	\$ 25,000.00	\$ 25,000.00	\$ -
68000000	ELECTRIC SERVICE INSTALLATION	LABOR	1	0	2,000.00	1	\$ 2,000.00	\$ 2,000.00	\$ -
68000000	ELECTRIC UTILITY SERVICES CONNECTION	LABOR	1	0	15,000.00	1	\$ 15,000.00	\$ 15,000.00	\$ -
61000000	UN-INSULATED CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	2,000	0	25.00	2,000	\$ 50,000.00	\$ 50,000.00	\$ -
61000000	UN-INSULATED CONDUIT, DOUBLE NON-METALLIC CONDUIT, 1 1/2" DIA.	FOOT	2,000	0	0.00	2,000	\$ -	\$ -	\$ -
61000000	CONDUIT	FOOT	5	0	1,000.00	5	\$ 5,000.00	\$ 5,000.00	\$ -
61000000	UN-INSULATED CONDUIT, DOUBLE NON-METALLIC CONDUIT, 1 1/2" DIA.	FOOT	2,000	0	22.50	2,000	\$ 45,000.00	\$ 45,000.00	\$ -
61000000	UN-INSULATED CONDUIT, DOUBLE NON-METALLIC CONDUIT, 1 1/2" DIA.	FOOT	2,000	0	22.50	2,000	\$ 45,000.00	\$ 45,000.00	\$ -
61000000	ELECTRIC CABLE IN CONDUIT, 600V OLP-TYPE USE 10 NO 10	FOOT	20	0	0.00	20	\$ -	\$ -	\$ -
61000000	ELECTRIC CABLE IN CONDUIT, 600V OLP-TYPE USE 10 NO 10	FOOT	20	0	0.00	20	\$ -	\$ -	\$ -
61000000	UN-INSULATED CONDUIT, GALVANIZED STEEL, 2" DIA.	EACH	1	0	10,000.00	1	\$ 10,000.00	\$ 10,000.00	\$ -
61000000	UN-INSULATED CONDUIT, GALVANIZED STEEL, 2" DIA.	EACH	20	0	2,000.00	20	\$ 40,000.00	\$ 40,000.00	\$ -
61000000	UN-INSULATED CONDUIT, GALVANIZED STEEL, 2" DIA.	EACH	5	0	2,000.00	5	\$ 10,000.00	\$ 10,000.00	\$ -

Dan Gombac

From: Vince DelMedico <vdelmedico@v3co.com>
Sent: Thursday, April 16, 2015 3:02 PM
To: Dan Gombac
Cc: Tworek, David (David.Tworek@dupageco.org); Jason Holy
Subject: 75th Street Lighting Cost Estimate

Dan:

As a follow up to our conversation from earlier this week (with regard to the 75th Street Lighting pre-final cost estimate), V3 has gone back and taken another look at the estimated unit costs. Based on our review, we do not feel comfortable in reducing any of the suggested unit costs. We took the most in depth look at the decorative luminaire/arm cost (estimated at \$1800/each) and feel that it is appropriate based on the most recent conversations we have had with various lighting reps. Although V3 had initially estimated a unit cost of \$850 for this item, it was at the very early concept stage before we had an opportunity to discuss this item in detail with lighting reps. In addition, the initial cost had underestimated the cost associated with the decorative arm.

As another way to potentially reduce the overall project cost, the County is going to revisit the estimated construction engineering fee. Otherwise we may have to look at reducing the scope of the improvements proposed.

Please let me know if you have any questions. Thanks.

Vincent J. Del Medico, P.E.
Senior Project Manager

V3 Companies
7325 James Avenue | Woodridge, IL 60517
Direct: 630.724.6320 | Phone: 630.724.9200 | Fax: 630.724.9202 | Cell: 773.486.8931
vdelmedico@v3co.com | www.v3co.com

V3 | THE VISION TO TRANSFORM WITH EXCELLENCE

 please consider the environment prior to printing

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

From: Dolan, Agnes [mailto:Agnes.Dolan@dupageco.org]

Sent: Friday, April 10, 2015 4:43 PM

To: Dan Gombac

Cc: Tworek, David; Krueger, Paul; Snyder, Christopher

Subject: IGA for Lighting Project - 75th Street

Dan,

Attached is a revised IGA based on the latest Estimate of Cost from the Pre-Final Plan submittal.

Also, per Dave Tworek:

1. The replacement of street lights on Plainfield Rd. (except at Cass) have been removed.
2. The banner arms have been deleted from the contract per Darien's request.
3. The decorative poles are not black, but actually a dark bronze.
4. The price of decorative lights were increased to \$1800 from the original estimate of \$850.
5. We will be re-using aluminum poles (removed before road construction) outside the commercial areas.

A copy of the latest Estimate of Cost is also attached hereto although I believe you have already received a copy from Dave or V3.

Exhibit B is also attached hereto/Permit conditions (see paragraph 7.2 added in agreement).

Please review the revised IGA and attachments herein and let me know if you have any comments so that we can work towards finalizing the agreement for execution. Please feel free to contact me or Dave if you should have any additional questions in your review of the revised IGA. Thank you.

Agnes Dolan

Agreements Coordinator

DuPage County Division of Transportation

421 N. County Farm Road

Wheaton, IL 60187

Main: (630) 407-6900

Facsimile: (630) 407-6901

Direct: (630) 407-6896

RESOLUTION NO. R-59-15

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR THE PURPOSE OF SHARING COSTS FOR DESIGN AND CONSTRUCTION ENGINEERING, IDOT LETTING AND CONSTRUCTION FOR THE STREET LIGHTING PROJECT WITHIN LIMITED LOCATIONS OF THE 75TH STREET CORRIDOR AND THE CASS AVENUE CORRIDOR

WHEREAS, under the Constitution and Statutes of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement (attached hereto as "Exhibit A") for the purpose of sharing costs for design and construction engineering, IDOT Letting and Construction for the Street Lighting Project within limited locations of the 75th Street corridor and the Cass Avenue corridor. The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

RESOLUTION NO. R-59-15

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 4th day of May, 2015.

AYES: 6 - Beilke, Belczak, Kenny, Marchese, McIvor, Schauer

NAYS: 0 - NONE

ABSENT: 0-NONE

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 4th day of May, 2015.

Kathleen Moesle Weaver
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:
Joanne E. Ragona
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:
John B. Murphy, Jr.
CITY ATTORNEY



INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE
AND
THE CITY OF DARIEN
FOR
STREET LIGHTING IMPROVEMENTS RELATING TO THE CONSTRUCTION OF
COUNTY HIGHWAY 33/75TH STREET
(ADAMS STREET TO PLAINFIELD ROAD)
SECTION NO. 15-00233-07-LT

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this 9th day of June, 2015, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY in order to ensure the safety of the motoring public is desirous of replacing existing street lighting (hereinafter referred to as "STREET LIGHTING," Section 15-00233-07-LT) impacted by the construction of CH 33/75th Street, from Adams Street to Plainfield Road, County Section No. 12-00233-07-PV (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT is currently under construction and it has been determined that the STREET LIGHTING is eligible for federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds currently obligated to the PROJECT; and

WHEREAS, CMAQ funds obligated for the PROJECT in excess of what is estimated to be necessary to complete the PROJECT can be redistributed to the STREET LIGHTING as a separate project; and

WHEREAS, the COUNTY's design consultant for the PROJECT has been directed to perform said STREET LIGHTING design work; and

WHEREAS, the COUNTY and the CITY desire to cooperate in the STREET LIGHTING because of the benefit of the STREETING

LIGHTING to the residents of DuPage County, the CITY and the public; and

WHEREAS, the COUNTY and the CITY desire to establish the parties' mutual project, cost and maintenance responsibilities with respect to the STREET LIGHTING; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION.

- 1.1. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction thereof.

2.0 SCOPE OF STREET LIGHTING

- 2.1. The STREET LIGHTING includes, but is not limited to, street lighting along 75th Street between Adams Street and Plainfield Road and along Cass Avenue from 75th Street to Plainfield Road.
- 2.2. The design of the STREET LIGHTING will include painting the light poles, decorative treatments and

new street lighting as requested by the CITY and subject to CITY cost share as noted herein below.

3.0 RESPONSIBILITIES - JOINT

- 3.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the STREET LIGHTING.
- 3.2. The COUNTY and the CITY agree that the estimated cost of the STREET LIGHTING that includes design, construction and construction engineering is \$776,048.96, and the CITY's share is \$254,138.64 as shown on Exhibit A attached hereto and incorporated herein by reference.
- 3.3. The COUNTY and CITY agree that the contract documents for the STREET LIGHTING will be prepared in an effort to minimize the need to relocate CITY utilities. Should field conditions result in unexpected utility conflict(s), reasonably demonstrated to be the result on the information provided to the COUNTY from the CITY, all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the CITY.
- 3.4. The COUNTY and the CITY acknowledge that no right-of-way is required for the STREET LIGHTING.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1. The COUNTY shall act as the lead agency and be responsible for completing all design engineering and coordination for a letting with IDOT as well as construction engineering for the STREET LIGHTING with reimbursement by the CITY as hereinafter referenced.
- 4.2. Both the COUNTY and CITY agree that the CITY reserves the right to request that IDOT not award the contract if the bid prices are unacceptable to the CITY for the STREET LIGHTING.
- 4.3. Both the COUNTY and CITY agree that the COUNTY shall administer the contract for the construction of the STREET LIGHTING. The COUNTY agrees to administer the STREET LIGHTING contract in the best interest of both

parties and to consult with, and keep advised, officials of the CITY regarding the progress of the STREET LIGHTING and any problems encountered or changes recommended. No change order which affects the CITY's facilities, or CITY cost, except normal minor variations in quantities of pay items required to complete the STREET LIGHTING shall be authorized except with prior written or e-mail approval by the CITY.

- 4.4. The COUNTY shall submit the Pre-final Plans and Specifications for the STREET LIGHTING to the CITY for review. The CITY shall provide review comments within fourteen (14) days of receipt of the Pre-final Plans and Specifications. The COUNTY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the CITY.

5.0 RESPONSIBILITIES OF THE CITY

- 5.1. The CITY shall immediately notify the COUNTY, in writing, if the bid is unacceptable to the CITY for the STREET LIGHTING and shall inform the COUNTY to reject the bid.
- 5.2. The CITY shall, upon completion and acceptance of the STREET LIGHTING own, operate, and maintain the STREET LIGHTING and be financially responsible to repair, relocate, and replace the STREET LIGHTING, if necessary, due to future roadway improvements. Acceptance of the STREET LIGHTING shall not be unreasonably withheld by the CITY.
- 5.3. The CITY also agrees that upon completion and acceptance of the STREET LIGHTING, the CITY shall assume all future energy costs for the STREET LIGHTING and will be invoiced directly by the energy provider. The parties acknowledge that the STREET LIGHTING is separate from the COUNTY's combination poles at signalized intersections within the PROJECT.
- 5.4. The CITY shall assign a representative to the STREET LIGHTING construction to inspect the work and consult with the COUNTY or COUNTY's resident engineer on a regular basis.

5.5. The CITY agrees to reimburse the COUNTY for the 20% local match of the CMAQ funding for design engineering (or balance not covered by CMAQ), in addition to the CITY's share of costs for construction/construction engineering as shown on Exhibit A based upon actual construction bid costs plus the cost of any additional items required as a part of the STREET LIGHTING authorized in writing or via email by the CITY and the final construction engineering costs, less any federal shares. The CITY agrees to pay the COUNTY eighty (80%) percent of the Total Estimate of CITY's Cost as referenced on Exhibit A upon submittal of an invoice. Upon completion and acceptance by the CITY of the STREET LIGHTING and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the CITY agrees to reimburse the COUNTY for the balance of the STREET LIGHTING cost within sixty (60) days of receipt of a properly documented invoice from the COUNTY. The CITY agrees that any elements of the STREET LIGHTING requested by the CITY that are not CMAQ eligible will be at 100% CITY cost.

6.0 INDEMNIFICATION

6.1. The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

6.1.1. The COUNTY and the CITY acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify CITY as provided for in this AGREEMENT. In the event a court of

competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through CITY, or in the event of change in the laws of the State of Illinois governing COUNTY'S or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 6.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 6.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 6.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 6.4. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise

available to it, or to the other party, under the law.

- 6.5. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the PROJECT is completed and the CITY assumes its maintenance responsibilities as set forth in Section 5.2 hereof.

7.0 GENERAL

- 7.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address mutual STREET LIGHTING cost and maintenance responsibilities and improvements requested by the CITY and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.
- 7.2 The parties agree that this AGREEMENT shall serve in lieu of a separate DuPage County Division of Transportation permit for the STREET LIGHTING. By execution of this AGREEMENT, the CITY agrees to be bound by the Highway Permit Conditions, attached hereto as Exhibit B and made a part hereof, and the DuPage County Highway Rights-of-Way Permit and Fee Ordinance (ODT-0001A-06) incorporated herein by reference and amended from time to time including all insurance requirements as they exist on the date of the execution of this AGREEMENT by the COUNTY.
- 7.3 Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 7.4 In the event of a dispute between the COUNTY and CITY representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the City Administrator of the CITY shall meet and resolve the issue.
- 7.5 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as

the full time representative of said party during the carrying out of the construction of the STREET LIGHTING. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

- 7.6 This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

8.0 ENTIRE AGREEMENT

- 8.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the STREET LIGHTING, and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

- 9.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Darien
1702 Plainfield Road
Darien, IL 60561
ATTN: Bryon D. Vana, City Administrator
Phone: 630.852.5000
Facsimile: 630.852.4709

County of DuPage
Division of Transportation
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
421 N. County Farm Road

Wheaton, IL 60187
Phone: 630.407.6900
Facsimile: 630.407.6901

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

10.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

11.0 ASSIGNMENT

11.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

12.0 GOVERNING LAW

12.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

12.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

13.0 AUTHORITY TO EXECUTE/RELATIONSHIP

13.1 The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

13.2 This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

14.0 SEVERABILITY


14.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

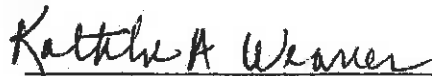
15.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.


COUNTY OF DU PAGE



Daniel J. Cronin, Chairman
DuPage County Board

CITY OF DARIEN


Kathleen A. Weaver, Mayor

ATTEST:


Paul Hinds
County Clerk


Joanne E. Ragona
City Clerk



**EXHIBIT A
ESTIMATE OF CITY COST**

Design engineering:	\$ 26,038.00	
20% Local Match for CMAQ eligible items (or balance thereof):		\$ 5,207.60
Estimated construction cost:	\$657,327.50	
20% Local Match for CMAQ eligible items:		\$109,745.50
100% differential cost for enhanced lighting features:		\$108,600.00
Estimated construction engineering:	\$92,683.46	
* CITY's share is estimated at 33%:		<u>\$ 30,585.54</u>
TOTAL ESTIMATE OF CITY'S COST:		\$254,138.64

* If the STREET LIGHTING is delayed beyond the current anticipated schedule and additional construction engineering is required, the CITY's share of construction engineering will be adjusted. The CITY's share of the final total construction engineering cost will be the balance not covered by CMAQ funding.

75th Street Light Pole Installation and Lighting Enhancements

City of Darke
 75th Street (CR33), Adams Street to Plainfield Road & Case Avenue, Plainfield Road to 75th Street
 Section No. 15-00233-07-LT
 DuPage County

Prepared By: V3 Companies
 Chief: JWB
 Check: VJD

Pre-Final (95%) Estimate of Cost
3/10/2016

SUMMARY OF QUANTITIES				CONSTRUCTION TYPE CODE		TOTAL COST	80% FEDERAL / 20% CITY OF DARKE COST	80% CITY OF DARKE COST	
		UNIT	TOTAL QTY	UNIT PRICE	80% FEDERAL / 20% CITY OF DARKE LIGHTING				100% CITY OF DARKE LIGHTING
					001	NON-PARTICIPATING			
2201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	25	\$ 90.00	25		\$ 750.00	\$ 750.00	\$ -
33101502	AGGREGATE BASE COURSE, TYPE B 2"	SQ YD	11	\$ 8.00	11		\$ 88.00	\$ 88.00	\$ -
33101500	AGGREGATE BASE COURSE, TYPE B 5"	SQ YD	11	\$ 16.00	11		\$ 176.00	\$ 176.00	\$ -
4080305	HOT-MIX ASPHALT SURFACE COURSE, MIX 1D, NSB	TON	3	\$ 125.00	3		\$ 375.00	\$ 375.00	\$ -
4240200	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	100	\$ 16.00	100		\$ 1,600.00	\$ 1,600.00	\$ -
4400200	SIDEWALK REMOVAL	SQ FT	100	\$ 8.00	100		\$ 800.00	\$ 800.00	\$ -
6080200	NON-SPECIAL WASTE DISPOSAL	CU YD	10	\$ 81.00	10		\$ 1,280.00	\$ 1,280.00	\$ -
6090200	SOIL DISPOSAL ANALYSIS	EACH	1	\$ 1.00	1		\$ 1.00	\$ 1.00	\$ -
67100105	MOBILIZATION	LABOR	1	\$ 25,000.00	1		\$ 25,000.00	\$ 25,000.00	\$ -
8040105	ELECTRIC SERVICE INSTALLATION	EACH	1	\$ 2,000.00	1		\$ 2,000.00	\$ 2,000.00	\$ -
8040200	ELECTRIC UTILITY RECONNECT CONNECTION	LABOR	1	\$ 15,000.00	1		\$ 15,000.00	\$ 15,000.00	\$ -
8122220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	3,899	\$ 23.00	3,899		\$ 94,277.00	\$ 94,277.00	\$ -
8122270	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	1,082	\$ 8.00	1,082		\$ 8,736.00	\$ 8,736.00	\$ -
81400100	PANHOLE	EACH	6	\$ 1,000.00	6		\$ 6,000.00	\$ 6,000.00	\$ -
81603075	UNIT DUCT, 800V, 3-10 NO.2, 1/2 NO.2 GROUND, (PLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	3,535	\$ 14.00	3,535		\$ 49,490.00	\$ 49,490.00	\$ -
81603085	UNIT DUCT, 800V, 3-10 NO.4, 1/2 NO.4 GROUND, (PLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE	FOOT	8,100	\$ 12.00	8,100		\$ 97,200.00	\$ 97,200.00	\$ -
81702100	ELECTRIC CABLE IN CONDUIT, 800V (PLP-TYPE USE) 1/2 NO. 10	FOOT	80	\$ 5.00	80		\$ 400.00	\$ 400.00	\$ -
82500300	LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 300AMP	EACH	1	\$ 10,000.00	1		\$ 10,000.00	\$ 10,000.00	\$ -
83000110	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 15 FT. MAINT ARM	EACH	10	\$ 5,000.00	10		\$ 50,000.00	\$ 50,000.00	\$ -
83000115	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 2-15 FT. MAINT ARMS	EACH	6	\$ 3,000.00	6		\$ 18,000.00	\$ 18,000.00	\$ -

EXHIBIT "A"
 Page 2 of 3

75th Street Light Pole Installation and Lighting Enhancements

City of Danon

76th Street (K2123), Adams Street to Plainfield Road & Cass Avenue, Plainfield Road to 75th Street

Section No. 15-00232-07-LT

DuPage County

Prepared By:

Date:

Check:

V3 Companies

JMS

VJD

Pre-Final (65%) Estimate of Cost

3/10/2016

SUMMARY OF QUANTITIES				CONSTRUCTION TYPE CODE			TOTAL COST	80% FEDERAL / 20% CITY OF DANON COST	100% CITY OF DANON COST
	UNIT	TOTAL QTY	UNIT PRICE	30% FEDERAL / 70% CITY OF DANON	100% CITY OF DANON				
				LEADING	LEADING				
83800200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	375	\$ 150.00	375		\$ 56,250.00	\$ 56,250.00	\$ -
83800205	BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	42	\$ 100.00	42		\$ 4,200.00	\$ 4,200.00	\$ -
84200800	REMOVAL OF LIGHTING UNIT, NO BALLAST	EACH	1	\$ 250.00	1		\$ 250.00	\$ 250.00	\$ -
84200804	REMOVAL OF POLE FOUNDATION	EACH	1	\$ 150.00	1		\$ 150.00	\$ 150.00	\$ -
85002200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1	\$ 2,000.00	1		\$ 2,000.00	\$ 2,000.00	\$ -
85002200	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	750	\$ 0.75	750		\$ 562.50	\$ 562.50	\$ -
X0228017	PAINTING LIGHT POLE UNIT	EACH	24	\$ 400.00		24	\$ 9,600.00	\$ -	\$ 9,600.00
X0227020	BIKE PATH REMOVAL	SQ YD	11	\$ 5.00	11		\$ 55.00	\$ 55.00	\$ -
X2120010	EXPLORATION TRENCH, SPECIAL	FOOT	100	\$ 20.00	100		\$ 2,000.00	\$ 2,000.00	\$ -
X7910210	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	LINUM	1	\$ 19,000.00	1		\$ 19,000.00	\$ 19,000.00	\$ -
X0211120	LUMINAIRE, LED, HORIZONTAL MOUNT, SPECIAL	EACH	75	\$ 800.00	75		\$ 60,000.00	\$ 30,000.00	\$ -
X000210	LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	1	\$ 700.00	1		\$ 700.00	\$ 700.00	\$ -
Z0019700	CONSTRUCTION LAYOUT	LINUM	1	\$ 13,000.00	1		\$ 13,000.00	\$ 13,000.00	\$ -
	REMOVAL OF LUMINAIRE, BALLAST	EACH	23	\$ 100.00	23		\$ 2,300.00	\$ 2,300.00	\$ -
	LUMINAIRE, LED, DECORATIVE ARM, SPECIAL	EACH	45	\$ 1,000.00		45	\$ 45,000.00	\$ -	\$ 45,000.00
	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 13 FT. MAST ARM (INSTALL ONLY)	EACH	5	\$ 700.00		5	\$ 3,500.00	\$ -	\$ 3,500.00
	LIGHT POLE, ALUMINUM, 47.5 FT. M.H., 2-16 FT. MAST ARMS (INSTALL ONLY)	EACH	5	\$ 700.00		5	\$ 3,500.00	\$ -	\$ 3,500.00
TOTAL CONSTRUCTION COST							\$ 277,227.50	\$ 58,727.50	\$ 108,000.00
LOCAL TOTAL COSTS							\$ 256,500.00	\$ 10,200.00	\$ 108,000.00
FEDERAL TOTAL COSTS							\$ 20,727.50	\$ 48,527.50	\$ -



DuPage County
DANIEL J. CRONIN
COUNTY BOARD CHAIRMAN

DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

EXHIBIT B PAGE 1 OF 3

PERMIT CONDITIONS:

1. Equipment and materials shall **NOT** be stored within the County's rights-of-way.
2. Existing sidewalk, curb/gutter and pavement disturbed or damaged due to the permitted work shall be replaced in kind as directed by the County Engineer, the duly authorized assign.
3. Pavement, curb/gutter and storm structures shall be maintained free of mud/debris at all times.
4. The Permittee, it's agent, successor, assign, and/or contractor shall furnish all material, labor, and pay all costs required to restore said County rights-of-way to a condition similar or equal to the conditions that existed before the commencement of the described work. It shall be the responsibility of the Permittee to properly grade, install a min. of 6" topsoil and seed (with erosion control blanket or hydro seeding) or sod (salt tolerant and staked in place) any portions of the rights-of-way disturbed during the described work.
5. Construction and erosion control measures shall comply with the minimum requirements of the "DuPage County Stormwater and Floodplain Ordinance" and any supplemental specifications made thereto.
6. The permitted improvements shall be located and constructed per the DuPage County standards and to the satisfaction of DuPage County Division of Transportation. The material used and method of construction shall comply with and conform to IDOT's "Standard Specifications for Road and Bridge Construction" (latest edition) and "Supplemental Specifications and Recurring Special Provisions" (latest edition).
7. The Permittee, it's agent, successor, assign, and/or contractor agrees to provide traffic control with advance warning signs, an arrow board and barricades conforming to the FHWA's "Manual on Uniform Traffic Control Devices" and IDOT's Highway Standards, "Standard Specifications for Road and Bridge Construction" (latest edition) and "Supplemental Specifications and Recurring Special Provisions" (latest edition) or as specified. The Permittee, it's agent, successor, assign, and/or contractor agrees to provide controlled flow of traffic at all times by approved detour or flag persons (with applicable warning signage) to minimize the inconvenience to traffic. Daily lane closures of County roadways are permitted Monday through Friday between 9:00 a.m. and 4:00 p.m. **ONLY**.
8. The Permittee, it's agent, successor, assign, and/or contractor assumes all risk and liability and agrees to defend, indemnify, and hold harmless the County of DuPage, its successors, assigns or employees, for any injury incurred to persons and/or damage to property in conjunction with and/or due to the permitted work/event.
9. The Permittee, it's agent, successor, assign, and/or contractor shall not trim, remove, or in any way disturb trees or shrubs along and/or within the highway or trail system rights-of-way without prior written approval by or from the DuPage County Division of Transportation.
10. The Permittee, it's agent, successor, assign, and/or contractor shall properly maintain all existing regulatory, warning and/or informational traffic control signage and/or devices along or within the DuPage County rights-of-way within the limits of the work covered under the permit and for the duration of said event permitted work/event. The DuPage County Division of Transportation shall be notified prior to construction and/or potential conflicts with existing signage due to the permitted construction. The Permittee, it's agent, successor, assign, and/or contractor furthermore shall reimburse the DuPage County Highway Maintenance Dept. for any relocation and/or replacement of, due to conflicts with and/or damage to, said signage, posts and/or equipment.
11. DuPage County reserves the right to make changes, additions and/or repairs to and relocations of, within its statutory limits, the facilities and/or their appurtenances constructed under this permit within the County rights-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening and/or maintaining of the highway, trail and/or path and/or to provide proper protection to life and property on or adjacent to the County rights-of-way. However, in the event this permit is granted to construct, locate, operate and/or maintain facilities on and/or within the County rights-of-way, the Permittee, it's agent, successor, assign, and/or contractor upon written notification from the County Engineer to the Permittee, shall perform such alterations or change of location of the facilities, solely at the permittee's cost as far as statutory authority dictates, without expense to DuPage County. Should the Permittee fail to make satisfactory arrangements to comply with said request within a reasonable time, DuPage County reserves the right to make such alterations to, change of location of and/or remove the facilities, and the Permittee, furthermore, shall pay for any costs incurred by DuPage County for said work.
12. The Permittee, it's agent, successor, assign, and/or contractor shall notify the DuPage County Division of Transportation a minimum of 48 hours prior to the start of construction, to arrange for any inspections and at the completion of the described work according to County procedures and/or policy.
13. The Permittee, it's agent, successor, assign, and/or contractor shall contact J.U.L.E. (1-800-892-0123) for utility locations a min. of 48 hours prior to the start of construction.
14. The Permittee, it's agent, successor, assign, and/or contractor agrees to reimburse the County for any costs incurred by DuPage County for any repair, relocation and/or adjustment to the traffic signals and related equipment that is in conflict with or is damaged due to the permitted work. All construction shall be coordinated with the County's Signal Coordinator. Contact the Division of Transportation pertaining to traffic signal related equipment at (630) 407-6900 a minimum of 48 hours prior to the start of construction to coordinate inspections.
15. The Permittee, it's agent, successor, assign, and/or contractor is required to contact the local agencies (including, but not limited to, municipal fire and police departments and the DuPage County Sheriff's Department) notifying them of all roadway construction or special event and traffic restrictions and/or temporary detours a minimum of 72 hours prior to the start of said construction/event.

PERMIT CONDITIONS:

Trench backfill for any excavation(s) shall be installed within the County rights-of-way per the attached County standard.

Open cutting of the roadway pavement is NOT permitted without the express written permission of the County Engineer or the duly authorized assign.

Contact the DuPage County Division of Transportation (630/407-6900) a minimum of 48 hours prior to the start of construction within ANY County right-of-way and within 300' on any side street adjacent to a County signalized highway intersection to request a location of the traffic signals and related equipment, including signal interconnection conduit/cable. The County's traffic signals and related equipment are NOT on the J.U.L.I.E. system.

LANE CLOSURES ARE NOT PERMITTED ON COUNTY ROADWAYS DURING SNOWFALL OR WITHIN 2 HOURS PRIOR TO PREDICTED SNOWFALL OR PRECIPITATION CONDITIONS BETWEEN NOVEMBER 15 AND APRIL 15 FOR MAINTENANCE OF THE ROADWAY PAVEMENT BY COUNTY HIGHWAY MAINTENANCE DEPARTMENT STAFF AND EQUIPMENT.

The Permittee, it's agent, successor, assign, and/or contractor agrees to provide as-built 'Record Drawings' of all improvements within and 100' adjacent to the County's rights-of-way to the County in a digital format (compatible with the County's AutoCAD system) upon their completion.

The Permittee, it's agent, successor, assign, and/or contractor agrees to assume sole responsibility for the maintenance of and liability for the permitted installation/construction.

The Permittee, it's agent, successor, assign, and/or contractor agrees to adjust, modify, relocate or remove the permitted items within sixty- (60) days of receipt of written notification as directed by the County to the Permittee.

****This permit is perpetual and thus the conditions stated herein and attached to the permit are without expiration, regardless of release of the bond posted and/or permit and/or acceptance of the construction/installation as permitted.***



CITY OF DARIEN

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

May 7, 2015

Mr. Christopher Snyder
DuPage County Division of Transportation
421 North County Farm Road
Wheaton, IL 60187

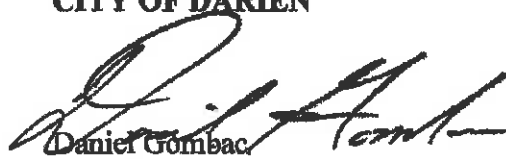
RE: 75th Street-Cass Avenue Street Lighting project

Dear Mr. Snyder:

Enclosed please a certified copy of *Resolution No. R-59-15 – “A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR THE PURPOSE OF SHARING COSTS FOR DESIGN AND CONSTRUCTION ENGINEERING, IDOT LETTING AND CONSTRUCTION FOR THE STREET LIGHTING PROJECT WITHIN LIMITED LOCATIONS OF THE 75TH STREET CORRIDOR AND THE CASS AVENUE CORRIDOR”* passed by the City Council at its regular meeting on May 4, 2015.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN


Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk

Resolution

DT-R-0363-15

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF DARIEN
FOR STREET LIGHTING IMPROVEMENTS ALONG
CH 33/75TH STREET, FROM ADAMS STREET TO PLAINFIELD ROAD
SECTION 15-00233-07-LT
(COUNTY TO BE REIMBURSED 100% OF INCURRED COSTS)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the City of Darien (hereinafter referred to as CITY) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, the COUNTY and the CITY desire to improve CH 33/75th Street, from Adams Street to Plainfield Road. Section 15-00233-07-LT (hereinafter referred to as PROJECT); and

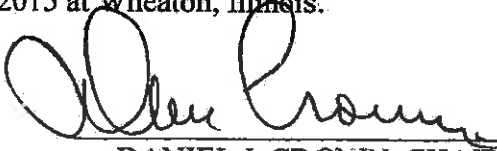
WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights and responsibilities of the COUNTY and the CITY related to the PROJECT; and

WHEREAS, the Agreement must be executed before the PROJECT may be initiated.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached Intergovernmental Agreement with the CITY: and

BE IT FURTHER RESOLVED that three (3) original copies of this Resolution and Intergovernmental Agreement be sent to the CITY, by and through the Division of Transportation.

Enacted and approved this 9th day of June, 2015 at Wheaton, Illinois.


DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Ayes: 16
Absent: 2

Attest: 
PAUL HINDS, COUNTY CLERK

75th Street Corridor and Cass Avenue Corridor Cost Summary

DESCRIPTION	COSTS	FEDERAL SHARE	CITY SHARE
Design Engineering Cost	\$ 26,038.00	\$ 20,830.40	\$ 5,207.60
Estimated Construction Cost	\$ 657,327.50	\$ 438,982.00	
20% Local Match for CMAQ eligible items			\$ 109,745.50
100% Differential Cost for Thru Lighting			\$ 108,600.00
Total Construction Costs	\$ 657,327.50	\$ 438,982.00	\$ 218,345.50
Estimated Construction Engineering	\$ 100,000.00	\$ 67,000.00	\$ 33,000.00
Totals	\$ 783,365.50	\$ 526,812.40	\$ 256,553.10
Contingency-Winter Engineering Costs	\$ 65,000.00	\$ 43,530.00	\$ 21,450.00
Totals With Contingency	\$ 848,365.50	\$ 570,362.40	\$ 278,003.10
City Budget FY15-16	\$ 238,000.00		
City Share Cost	\$ 256,553.10		
Contingency-Winter Engineering Costs	\$ 21,450.00		
Budget Remainder	\$ (40,003.10)		



STREET LIGHTING 75TH STREET REVISED COST ESTIMATE 08-21-2015

ACCOUNT NUMBER	PROJECT NUMBER	FY 15-16 BUDGET	DESCRIPTION	PROPOSED EXPENDITURE	PROPOSED SAVINGS	PROPOSED BALANCE
25-35-4390	FYE165103	\$ 238,000.00	75TH STREET STREET LIGHT PROJECT DESIGN ENGINEERING	\$ 5,207.60	N/A	\$ 232,792.40
25-35-4390	FYE165103	SEE ABOVE	75TH STREET STREET LIGHT PROJECT CONSTRUCTION	\$ 215,931.04	N/A	\$ 16,861.36
25-35-4376	FYE165004	\$ 184,000.00	CARLISLE BRIDGE	\$ 137,695.00	\$ 46,305.00	\$ 63,166.36
REVISED FUNDING LINE ITEM 25-35-4376	FYE165004 TO FYE165103	FROM CARLISLE BRIDGE SAVINGS	75TH STREET STREET LIGHT PROJECT MAY 4, 2015 CITY COUNCIL APPROVAL CARLISLE BRIDGE FUNDING TO COVER CONSTRUCTION ENGINEERING	\$ 33,000.00	N/A	\$ 30,166.36
REVISED FUNDING LINE ITEM 25-35-4376	FYE165004 TO FYE165103	FROM SAVINGS	75TH STREET STREET LIGHT PROJECT MAY 4, 2015 CITY COUNCIL APPROVAL CARLISLE BRIDGE FUNDING TO COVER WINTER ENGINEERING CONSTRUCTION CONTINGENCY	\$ 21,450.00	N/A	\$ 8,716.36
REVISED FUNDING LINE ITEM 25-35-4376	FYE167000 & FYE167001 TO FYE165103	FROM ROAD PROGRAM SAVINGS	ROAD PROGRAM FUNDING TO COVER REVISED CONSTRUCTION INCREASE	\$ 19,958.90	N/A	\$ (11,242.54)
REVISED FUNDING LINE ITEM 25-35-4376	FYE167000 & FYE167001 TO FYE165103	FROM ROAD PROGRAM SAVINGS	ROAD PROGRAM FUNDING TO COVER REVISED CONSTRUCTION CONTINGENCY	\$ 10,000.00	N/A	\$ (21,242.54)
REVISED FUNDING LINE ITEM 25-35-4855	FYE167000 & FYE167001	\$ 1,322,952.00	ROAD PROGRAM FUNDING TO COVER REVISED CONSTRUCTION INCREASE AND CONTINGENCY	\$ 1,280,000.00	\$ 42,952.00	\$ 21,709.46
TOTALS		\$ 1,744,952.00		\$ 1,723,242.54	\$ 21,709.46	
MAY 4, 2015 APPROVAL				\$ 275,588.64		
PROJECT COST INCREASE				\$ 29,958.90		
REVISED PROJECT COST WITH CONTINGENCY				\$ 305,547.54		
ENGINEERS ESTIMATE DATED APRIL 27, 2015				\$ 689,256.50		
BID OPENING RESULT DATED JULY 31, 2015				\$ 709,215.40		
DIFFERENCE				\$ (19,958.90)		



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF \$30,000.00 FOR THE PURPOSE OF SHARING COSTS FOR CONSTRUCTION ITEMS ASSOCIATED WITH THE STREET LIGHTING PROJECT WITHIN LIMITED LOCATIONS OF THE 75TH STREET CORRIDOR AND THE CASS AVENUE CORRIDOR

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

SECTION 1: The City Council of the City of Darien hereby approves a resolution to authorize additional funding in the amount of \$30,000.00 for the purpose of sharing costs for construction items associated with the street lighting project within limited locations of the 75th Street Corridor and the Cass Avenue Corridor.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 24th day of August, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 24th day of August, 2015.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY