

**\*\*REVISED\*\***

**NOTICE OF SPECIAL MEETING**

**PLEASE TAKE NOTICE THAT THE MUNICIPAL SERVICES COMMITTEE HAS SCHEDULED A SPECIAL MEETING TO BE HELD ON MONDAY, AUGUST 15, 2011 AT 6:30 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, 1702 PLAINFIELD ROAD, DARIEN, ILLINOIS. AGENDA IS AS FOLLOWS:**

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. New Business**
  - a. Resolution** – Authorizing the Mayor to execute a contract with Denler Inc in the amount of \$19,997.34 for the crack filling, sealcoating and paint striping for the City of Darien Municipal Complex-1702 Plainfield Road and the Darien Sportsplex-451 Plainfield Road
  - b. Resolution** – Authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of crack filling, sealcoating and paint striping at the Darien Sportsplex-451 Plainfield Road
- 4. Adjournment**

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

**JOANNE E. RAGONA  
CITY CLERK  
AUGUST 11, 2011**

**AGENDA MEMO (Revised)**  
**Municipal Services Committee**  
**Special Meeting**  
**August 15, 2011**

**Issue Statement**

A resolution authorizing the Mayor to execute a contract with Denler Inc. in the amount of \$19,997.34 for the Crack filling, Sealcoating, and Paint Striping for the City of Darien Municipal Complex-1702 Plainfield Road and the Darien Sportsplex parking lot - 451 Plainfield Road.

**Background/History**

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

1. Sun and Oxidation: Sealcoating prevents oxidation and resists ultraviolet rays. Asphalt pavement begins to deteriorate almost as soon as it is placed. As the pavement is exposed to oxygen, the asphalt binder loses its elasticity. Cracks in the pavement enable oxygen and rainwater to penetrate the pavement, often into the sub base, weakening it and reducing the pavement's strength. Sealcoating protects the surface and fills surface voids, reducing pavement's exposure to oxygen and water and extending pavement life.

2. Water and Ice: Sealcoating resists water & ice. The sealer provides a protective shell that prevents water from penetrating through the asphalt. Water will soften the base causing larger more expensive repairs such as sink holes, depressions and cracks. In our frigid season, the water will freeze and expand which will create pot holes and cracks throughout the asphalt. The sealcoating helps prevent water and ice from penetrating the asphalt surface.

This sealcoating program also includes quantities for a joint venture with the Darien Park District to sealcoat the Sportsplex. This item is also covered under separate agenda memo for Intergovernmental Agreement. The contract also included quantities for the Darien Woodridge Fire Protection District. Staff was contacted late afternoon on August 10, 2011 by John Maggio, Battalion Chief, informing us that the Darien Woodridge Fire Protection District will not be participating in the joint services. Staff had contacted Dave Denler, Denler Inc., regarding the reduction in quantities and informed Staff that Denler Inc. would hold their unit prices as presented within the contract.

Sealed bids were opened on August 8, 2011. A summary of the four (4) bids received is attached as Attachment 1.

The FY11/12 Budget included funding for the project as follows:

2011 Sealcoating-City of Darien Municipal Complex

August 15, 2011

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 11-12 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4223	CITY HALL SEALCOATING AND STRIPING	\$ 7,500.00	\$ 4,647.08	\$ 2,852.92
01-00-3562	REIMBURSEMENT-DARIEN PARK DISTRICT	N/A	\$ 15,350.26	N/A
01-00-3562	REIMBURSEMENT-DARIEN WOODRIDGE FIRE PROTECTION DISTRICT	N/A	<del>\$ 3,355.92</del>	N/A
<b>TOTAL COST</b>			<del>\$ 23,353.26</del> \$ 19,997.34	

**Staff Recommendation**

Staff recommends awarding a contract to Denler, Inc. in the amount of \$19,997.34 for Crack filling, Sealcoating, and Paint Striping for the City of Darien Municipal Complex-1702 Plainfield Road and the Darien Sportsplex-451 Plainfield Road parking lots. The City Attorney is reviewing the contract and references for Denler, Inc. were verified with satisfactory results.

**Alternate Consideration**

As directed by Committee.

**Decision Mode**

Due to meeting conflicts, this item will be placed on the **August 15, 2011** City Council agenda under New Business for formal consideration.

THE SCOPE OF WORK FOR THE CITY OF DARIEN MUNICIPAL COMPLEX INCLUDES THE FOLLOWING			Dealer Inc		Murphy Paving and Sealcoating		Pavement Systems Inc		SKC Construction	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS
SEALCOATING AND CRACKFILLING	SQUARE FOOT	47,169	\$ 0.087	\$ 4,103.70	\$ 0.098	\$ 4,622.56	\$ 0.0966	\$ 4,556.53	\$ 0.165	\$ 7,782.89
STRIPING										
CAR STALLS 4-INCH YELLOW	LINEAL FEET	1,530	\$ 0.18	\$ 275.40	\$ 0.25	\$ 382.50	\$ 0.194	\$ 296.82	\$ 0.25	\$ 382.50
HANDICAP SYMBOL-BLUE	EACH	4	\$ 20.00	\$ 80.00	\$ 35.00	\$ 140.00	\$ 10.00	\$ 40.00	\$ 25.00	\$ 100.00
HANDICAP STRIPING -YELLOW	LINEAL FEET	139	\$ 0.18	\$ 25.02	\$ 0.25	\$ 34.75	\$ 0.558	\$ 77.56	\$ 0.44	\$ 61.16
STOP BARS 24-INCH	LINEAL FEET	30	\$ 0.76	\$ 22.80	\$ 2.00	\$ 60.00	\$ 1.333	\$ 39.99	\$ 2.00	\$ 60.00
ARROWS-WHITE		3	\$ 15.00	\$ 45.00	\$ 20.00	\$ 60.00	\$ 25.00	\$ 75.00	\$ 20.00	\$ 60.00
RIGHT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 20.00	\$ 20.00
LEFT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 20.00	\$ 20.00
HASH MARKS-ENTRANCE FROM PLAINFIELD ROAD 6-INCH-YELLOW	LINEAL FEET	158	\$ 0.18	\$ 28.44	\$ 0.35	\$ 55.30	\$ 0.257	\$ 40.61	\$ 0.39	\$ 61.62
HASH MARKS-ADMINISTRATION BUILDING ENTRANCE 6-INCH-YELLOW	LINEAL FEET	59	\$ 0.18	\$ 10.62	\$ 0.35	\$ 20.65	\$ 0.257	\$ 15.16	\$ 0.39	\$ 23.01
HASH MARKS-POLICE BUILDING ENTRANCE 6-INCH-YELLOW	LINEAL FEET	145	\$ 0.18	\$ 26.10	\$ 0.35	\$ 50.75	\$ 0.257	\$ 37.27	\$ 0.39	\$ 56.55
<b>TOTAL COST</b>				\$ 4,647.08		\$ 5,486.51		\$ 5,178.93		\$ 8,627.73
THE SCOPE OF WORK FOR THE DARIEN PARK DISTRICT-SPORTS PLEX INCLUDES THE FOLLOWING			Dealer Inc		Murphy Paving and Sealcoating		Pavement Systems Inc		SKC Construction	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS
SEALCOATING AND CRACKFILLING	SQUARE FOOT	161,400	\$ 0.087	\$ 14,041.80	\$ 0.098	\$ 15,817.20	\$ 0.0966	\$ 15,591.24	\$ 0.165	\$ 26,631.00
STRIPING										
CAR STALLS 4-INCH YELLOW	LINEAL FEET	5,544	\$ 0.18	\$ 997.92	\$ 0.25	\$ 1,386.00	\$ 0.194	\$ 1,075.54	\$ 0.25	\$ 1,386.00
HANDICAP SYMBOL-BLUE	EACH	8	\$ 20.00	\$ 160.00	\$ 35.00	\$ 280.00	\$ 10.00	\$ 80.00	\$ 25.00	\$ 200.00
HANDICAP STRIPING -YELLOW	LINEAL FEET	360	\$ 0.18	\$ 64.80	\$ 0.25	\$ 90.00	\$ 0.558	\$ 200.88	\$ 0.44	\$ 158.40
STOP BARS 24-INCH	LINEAL FEET	24	\$ 0.76	\$ 18.24	\$ 2.00	\$ 48.00	\$ 1.333	\$ 31.99	\$ 2.00	\$ 48.00
ARROWS-WHITE		0	\$ 15.00	\$ -	\$ 20.00	\$ -	\$ 25.00	\$ -	\$ 20.00	\$ -
RIGHT	EACH	0	\$ 15.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 20.00	\$ -
LEFT	EACH	0	\$ 15.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 20.00	\$ -
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	375	\$ 0.18	\$ 67.50	\$ 0.35	\$ 131.25	\$ 0.257	\$ 96.38	\$ 0.39	\$ 146.25
<b>TOTAL COST</b>				\$ 15,350.26		\$ 17,752.45		\$ 17,076.02		\$ 28,569.65

THE SCOPE OF WORK FOR THE DARIEN WOODBRIDGE FIRE STATION INCLUDES THE FOLLOWING				Denter Inc		Murphy Paving and Scalcoating		Pavement Systems Inc		SKC Construction	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	
SEALCOATING AND CRACKFILLING	SQUARE FOOT	35000	\$ 0.087	\$ 3,045.00	\$ 0.098	\$ 3,430.00	\$ 0.0966	\$ 3,381.00	\$ 0.165	\$ 5,775.00	
STRIPING											
CAR STALLS 4-INCH YELLOW	LINEAL FEET	1003	\$ 0.18	\$ 180.54	\$ 0.25	\$ 250.75	\$ 0.104	\$ 104.58	\$ 0.25	\$ 250.75	
HANDICAP SYMBOL-BLUE	EACH	3	\$ 20.00	\$ 60.00	\$ 35.00	\$ 105.00	\$ 10.00	\$ 30.00	\$ 25.00	\$ 75.00	
HANDICAP STRIPING - YELLOW	LINEAL FEET	174	\$ 0.18	\$ 31.32	\$ 0.25	\$ 43.50	\$ 0.558	\$ 97.09	\$ 0.44	\$ 76.56	
STOP BARS 24-INCH	LINEAL FEET	0	\$ 0.76	\$ 0	\$ 2.00	\$ 0	\$ 1.333	\$ 0	\$ 2.00	\$ 0	
ARROWS-WHITE	EACH	0	\$ 15.00	\$ 0	\$ 20.00	\$ 0	\$ 25.00	\$ 0	\$ 20.00	\$ 0	
RIGHT	EACH	0	\$ 15.00	\$ 0	\$ 30.00	\$ 0	\$ 0	\$ 0	\$ 20.00	\$ 0	
LEFT	EACH	0	\$ 15.00	\$ 0	\$ 30.00	\$ 0	\$ 0	\$ 0	\$ 20.00	\$ 0	
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	217	\$ 0.18	\$ 39.06	\$ 0.25	\$ 75.95	\$ 0.26	\$ 55.77	\$ 0.39	\$ 84.63	
				\$ 3,355.92		\$ 3,905.20		\$ 3,758.44		\$ 6,261.94	

THE TOTAL SCOPE OF WORK FOR THE DARIEN MUNICIPAL COMPLEX, THE DARIEN SPORTS PLEX AND THE DARIEN WOODBRIDGE FIRE PROTECTION DISTRICT				Denter Inc		Murphy Paving and Scalcoating		Pavement Systems Inc		SKC Construction	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	
SEALCOATING AND CRACKFILLING	SQUARE FOOT	243,569	\$ 0.087	\$ 21,190.50	\$ 0.098	\$ 23,869.76	\$ 0.0966	\$ 23,538.77	\$ 0.165	\$ 40,188.89	
STRIPING											
CAR STALLS YELLOW	LINEAL FEET	8,077	\$ 0.18	\$ 1,453.86	\$ 0.25	\$ 2,019.25	\$ 0.194	\$ 1,566.94	\$ 0.25	\$ 2,019.25	
HANDICAP SYMBOL-BLUE	EACH	15	\$ 20.00	\$ 300.00	\$ 35.00	\$ 525.00	\$ 10.00	\$ 150.00	\$ 25.00	\$ 375.00	
HANDICAP STRIPING - YELLOW	LINEAL FEET	673	\$ 0.18	\$ 121.14	\$ 0.25	\$ 168.25	\$ 0.558	\$ 375.53	\$ 0.44	\$ 296.12	
STOP BARS 24-INCH	LINEAL FEET	54	\$ 0.76	\$ 41.04	\$ 2.00	\$ 108.00	\$ 1.333	\$ 71.98	\$ 2.00	\$ 108.00	
ARROWS-WHITE	EACH	3	\$ 15.00	\$ 45.00	\$ 20.00	\$ 60.00	\$ 25.00	\$ 75.00	\$ 20.00	\$ 60.00	
RIGHT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ 0	\$ 0	\$ 20.00	\$ 20.00	
LEFT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ 0	\$ 0	\$ 20.00	\$ 20.00	
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	954	\$ 0.18	\$ 171.72	\$ 0.25	\$ 333.90	\$ 0.257	\$ 245.18	\$ 0.39	\$ 372.06	
<b>TOTAL COST</b>	<b>TOTAL COSTS</b>			\$ 23,353.26		\$ 27,144.16		\$ 26,013.40		\$ 43,459.32	
				\$ 23,353.52		\$ 27,144.16		\$ 26,012.00		\$ 43,459.32	

BID SUBMITTED-PRICE ERROR

MATHEMATICAL CHECK

THE TOTAL SCOPE OF WORK FOR THE DARIEN MUNICIPAL COMPLEX, AND THE DARIEN SPORTSPLEX										
ITEM DESCRIPTION	UNIT	QUANTITY	Denter Inc		Murphy Paving and Sealcoating		Pavement Systems Inc		SKC Construction	
			UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
SEALCOATING AND CRACKFILLING	SQUARE FOOT	208,569	\$ 0.087	\$ 18,145.50	\$ 0.098	\$ 20,439.76	\$ 0.0966	\$ 20,147.77	\$ 0.165	\$ 34,413.89
STRIPING		0								
CAR STALLS YELLOW	LINEAL FEET	7,074	\$ 0.18	\$ 1,273.32	\$ 0.25	\$ 1,768.50	\$ 0.194	\$ 1,372.36	\$ 0.25	\$ 1,768.50
HANDICAP SYMBOL-BLUE	EACH	12	\$ 20.00	\$ 240.00	\$ 35.00	\$ 420.00	\$ 10.00	\$ 120.00	\$ 25.00	\$ 300.00
HANDICAP STRIPING -YELLOW	LINEAL FEET	499	\$ 0.18	\$ 89.82	\$ 0.25	\$ 124.75	\$ 0.558	\$ 278.44	\$ 0.44	\$ 219.56
STOP BARS 24-INCH	LINEAL FEET	54	\$ 0.76	\$ 41.04	\$ 2.00	\$ 108.00	\$ 1.333	\$ 71.98	\$ 2.00	\$ 108.00
ARROWS-WHITE		3	\$ 15.00	\$ 45.00	\$ 20.00	\$ 60.00	\$ 25.00	\$ 75.00	\$ 20.00	\$ 60.00
RIGHT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 20.00	\$ 20.00
LEFT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 20.00	\$ 20.00
HASH MARKS-6-INCH-YELLOW	LINEAL FEET	737	\$ 0.18	\$ 132.66	\$ 0.35	\$ 257.95	\$ 0.257	\$ 189.41	\$ 0.39	\$ 287.43
<b>TOTAL COST</b>	<b>TOTAL COSTS</b>			<b>\$ 19,997.34</b>		<b>\$ 23,238.96</b>		<b>\$ 22,254.95</b>		<b>\$ 37,197.38</b>

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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH DENLER INC. IN THE AMOUNT OF \$19,997.34 FOR THE CRACK FILLING, SEALCOATING AND PAINT STRIPING FOR THE CITY OF DARIEN MUNICIPAL COMPLEX-1702 PLAINFIELD ROAD AND THE DARIEN SPORTSPLEX-451 PLAINFIELD ROAD**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract with Denler, Inc. in the amount of \$19,997.34 for the crack filling, sealcoating and paint striping for the City of Darien Municipal Complex and the Darien Sportsplex-451 Plainfield Road, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15<sup>th</sup> day of August 2011.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15<sup>th</sup> day of August 2011.**

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

CITY OF DARIEN

CONTRACT

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Darien (hereinafter referred to as the "CITY") and \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for Sealcoat, Paint Striping and Crack Filling/Sealing for the City Hall Municipal Complex located at 1702 Plainfield Road and the Darien Sportsplex located at 451 Plainfield Road.

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

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

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

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the CITY, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including



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

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

labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK.

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

City of Darien  
1702 Plainfield Road  
Darien, IL 60561

Attn: Director of Municipal Services

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

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

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

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

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

FOR: THE CITY

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

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

Title: Mayor

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

FOR: THE CONTRACTOR *Dentler, Inc.*

By: *David J. Dentler*

Print Name: *David J. Dentler*

Title: *President*

Date: *8/3/11*

**SECTION II**

**BIDDER SUMMARY SHEET**

Sealcoat, Paint Striping and Crack Filling – Unit Pricing 2011

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

Firm Name: Denler, Inc.

Address: 19148 S. 104<sup>th</sup> Ave.

City, State, Zip Code: Mokena, IL 60448

Contact Person: David J. Denler

FEIN #: 36-3537556

Phone: (708) 479 5005 Fax: (708) 479 7199

E-mail Address: djond@msa.com

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

Addendum No. 1, Dated 7/27/11

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

**THE SCOPE OF WORK FOR THE DARIEN WOODRIDGE FIRE STATION  
INCLUDES THE FOLLOWING**

ITEM DESCRIPTION	UNIT	QUANTITY
SEALCOATING AND CRACKFILLING	SQUARE FOOT	35000
STRIPING		
CAR STALLS 4-INCH YELLOW	LINEAL FEET	1003
HANDICAP SYMBOL-BLUE	EACH	3
HANDICAP STRIPING -YELLOW	LINEAL FEET	174
STOP BARS 24-INCH	LINEAL FEET	0
ARROWS-WHITE		0
RIGHT	EACH	0
LEFT	EACH	0
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	217

**UNIT PRICE BID SHEET**

**SCHEDULE OF PRICES FOR PROJECT CITY OF DARIEN MUNICIPAL COMPLEX AND  
THE DARIEN PARK DISTRICT SPORTSPLEX**

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
SEALCOATING AND CRACKFILLING	SQUARE FOOT	243569	.087	21,190.50
STRIPING				
CAR STALLS YELLOW	LINEAL FEET	8077	.18	1453.86
HANDICAP SYMBOL-BLUE	EACH	15	20.-	300.-
HANDICAP STRIPING -YELLOW	LINEAL FEET	673	.18	121.14
STOP BARS 24-INCH	LINEAL FEET	54	.76	41.04
ARROWS-WHITE		3	15.-	45.-
RIGHT	EACH	1	15.-	15.-
LEFT	EACH	1	15.-	15.-
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	954	.18	171.72
<b>TOTAL COST</b>				<del>23,353.52</del>

Firm Name: Dentler, Inc. MATH ERROR

Signature of Authorized Representative: [Signature] 23,353.<sup>26</sup>

Title: President - 3,355.<sup>92</sup>

Date: 8/3/11 \$19,997.<sup>34</sup>

ACCEPTANCE: This proposal is valid for 30 calendar days from the date of submittal.

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

[Signature]  
08/11/11

**UNIT PRICE BID SHEET – Scope of Work**

THE SCOPE OF WORK FOR THE CITY OF DARIEN MUNICIPAL COMPLEX INCLUDES THE FOLLOWING		
ITEM DESCRIPTION	UNIT	QUANTITY
SEALCOATING AND CRACKFILLING	SQUARE FOOT	47,169
STRIPING		
CAR STALLS 4-INCH YELLOW	LINEAL FEET	1,530
HANDICAP SYMBOL-BLUE	EACH	4
HANDICAP STRIPING -YELLOW	LINEAL FEET	139
STOP BARS 24-INCH	LINEAL FEET	30
ARROWS-WHITE		3
RIGHT	EACH	1
LEFT	EACH	1
HASH MARKS-ENTRANCE FROM PLAINFIELD ROAD 6-INCH-YELLOW	LINEAL FEET	158
HASH MARKS-ADMINISTRATION BUILDING ENTRANCE 6-INCH-YELLOW	LINEAL FEET	59
HASH MARKS-POLICE BUILDING ENTRANCE 6-INCH-YELLOW	LINEAL FEET	145

THE SCOPE OF WORK FOR THE DARIEN PARK DISTRICT-SPORTSPLEX INCLUDES THE FOLLOWING		
ITEM DESCRIPTION	UNIT	QUANTITY
SEALCOATING AND CRACKFILLING	SQUARE FOOT	161400
STRIPING		
CAR STALLS 4-INCH YELLOW	LINEAL FEET	5544
HANDICAP SYMBOL-BLUE	EACH	8
HANDICAP STRIPING -YELLOW	LINEAL FEET	360
STOP BARS 24-INCH	LINEAL FEET	24
ARROWS-WHITE		0
RIGHT	EACH	0
LEFT	EACH	0
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	375

**AGENDA MEMO (Revised)**  
**Municipal Services Committee**  
**Special Meeting**  
**August 15, 2011**

**Issue Statement**

Approval of a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Sealcoating, Paint Striping and Crack filling through the City's 2011 Sealcoat, Paint Striping and Crack filling Agreement with Denler, Inc. in an amount not to exceed \$15,350.26.

**Background/History**

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide sealcoating, paint striping and crack filling services to the Darien Park District for the Sportsplex parking lot located at 451 Plainfield Road. The City has secured pricing with Denler, Inc. through a bid opening on August 8, 2011, see Attachment 1.

**Staff Recommendation**

Staff recommends signing the Intergovernmental Agreement.

**Alternate Consideration**

Not approving the Resolution.

**Decision Mode**

This item will be placed on the August 15, 2011 City Council agenda for formal consideration.

THE SCOPE OF WORK FOR THE CITY OF DARIEN MUNICIPAL COMPLEX INCLUDES THE FOLLOWING				Dentler Inc		Murphy Paving and Sealcoating		Pavement Systems Inc		SKC Construction		
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS
SEALCOATING AND CRACKFILLING STRIPING	SQUARE FOOT	47,169	\$ 0.087	\$ 4,103.70	\$ 0.098	\$ 4,622.56	\$ 0.0966	\$ 4,556.53	\$ 0.165	\$ 7,782.89		
CAR STALLS 4-INCH YELLOW	LINEAL FEET	1,530	\$ 0.18	\$ 275.40	\$ 0.25	\$ 382.50	\$ 0.194	\$ 296.82	\$ 0.25	\$ 382.50		
HANDICAP SYMBOL-BLUE	EACH	4	\$ 20.00	\$ 80.00	\$ 35.00	\$ 140.00	\$ 10.00	\$ 40.00	\$ 25.00	\$ 100.00		
HANDICAP STRIPING -YELLOW	LINEAL FEET	139	\$ 0.18	\$ 25.02	\$ 0.25	\$ 34.75	\$ 0.558	\$ 77.56	\$ 0.44	\$ 61.16		
STOP BARS 24-INCH	LINEAL FEET	30	\$ 0.76	\$ 22.80	\$ 2.00	\$ 60.00	\$ 1.333	\$ 39.99	\$ 2.00	\$ 60.00		
ARROWS-WHITE	LINEAL FEET	3	\$ 15.00	\$ 45.00	\$ 20.00	\$ 60.00	\$ 25.00	\$ 75.00	\$ 20.00	\$ 60.00		
RIGHT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 20.00	\$ 20.00		
LEFT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 20.00	\$ 20.00		
HASH MARKS-ENTRANCE FROM PLAINFIELD ROAD 6-INCH-YELLOW	LINEAL FEET	158	\$ 0.18	\$ 28.44	\$ 0.35	\$ 55.30	\$ 0.257	\$ 40.61	\$ 0.39	\$ 61.62		
HASH MARKS-ADMINISTRATION BUILDING ENTRANCE 6-INCH-YELLOW	LINEAL FEET	59	\$ 0.18	\$ 10.62	\$ 0.35	\$ 20.65	\$ 0.257	\$ 15.16	\$ 0.39	\$ 23.01		
HASH MARKS-POLICE BUILDING ENTRANCE 6-INCH-YELLOW	LINEAL FEET	145	\$ 0.18	\$ 26.10	\$ 0.35	\$ 50.75	\$ 0.257	\$ 37.27	\$ 0.39	\$ 56.55		
TOTAL COST				\$ 4,647.08		\$ 5,486.51		\$ 5,178.93		\$ 8,627.73		
THE SCOPE OF WORK FOR THE DARIEN PARK DISTRICT-SPORTSPLEX INCLUDES THE FOLLOWING				Dentler Inc		Murphy Paving and Sealcoating		Pavement Systems Inc		SKC Construction		
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS
SEALCOATING AND CRACKFILLING STRIPING	SQUARE FOOT	161,400	\$ 0.087	\$ 14,041.80	\$ 0.098	\$ 15,817.20	\$ 0.0966	\$ 15,591.24	\$ 0.165	\$ 26,631.00		
CAR STALLS 4-INCH YELLOW	LINEAL FEET	5,544	\$ 0.18	\$ 997.92	\$ 0.25	\$ 1,386.00	\$ 0.194	\$ 1,075.54	\$ 0.25	\$ 1,386.00		
HANDICAP SYMBOL-BLUE	EACH	8	\$ 20.00	\$ 160.00	\$ 35.00	\$ 280.00	\$ 10.00	\$ 80.00	\$ 25.00	\$ 200.00		
HANDICAP STRIPING -YELLOW	LINEAL FEET	360	\$ 0.18	\$ 64.80	\$ 0.25	\$ 90.00	\$ 0.558	\$ 200.88	\$ 0.44	\$ 158.40		
STOP BARS 24-INCH	LINEAL FEET	24	\$ 0.76	\$ 18.24	\$ 2.00	\$ 48.00	\$ 1.333	\$ 31.99	\$ 2.00	\$ 48.00		
ARROWS-WHITE	LINEAL FEET	0	\$ 15.00	\$ -	\$ 20.00	\$ -	\$ 25.00	\$ -	\$ 20.00	\$ -		
RIGHT	EACH	0	\$ 15.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 20.00	\$ -		
LEFT	EACH	0	\$ 15.00	\$ -	\$ 30.00	\$ -	\$ -	\$ -	\$ 20.00	\$ -		
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	375	\$ 0.18	\$ 67.50	\$ 0.35	\$ 131.25	\$ 0.257	\$ 96.38	\$ 0.39	\$ 146.25		
TOTAL COST				\$ 15,350.36		\$ 17,752.45		\$ 17,076.02		\$ 28,569.65		

THE SCOPE OF WORK FOR THE DARIEN WOODRIDGE FIRE STATION INCLUDES THE FOLLOWING			Dentler Inc		Murphy Paving and Sealcoating		Pavement Systems Inc		SKC Construction	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS	UNIT COST	TOTALS
SEALCOATING AND CRACKFILLING STRIPING	SQUARE FOOT	35000	\$ 0.087	\$ 3,045.00	\$ 0.098	\$ 3,430.00	\$ 0.0966	\$ 3,381.00	\$ 0.165	\$ 5,775.00
CAR STALLS 4-INCH YELLOW	LINEAL FEET	1003	\$ 0.18	\$ 180.54	\$ 0.25	\$ 250.75	\$ 0.194	\$ 194.58	\$ 0.25	\$ 250.75
HANDICAP SYMBOL-BLUE	EACH	3	\$ 20.00	\$ 60.00	\$ 25.00	\$ 75.00	\$ 10.00	\$ 30.00	\$ 25.00	\$ 75.00
HANDICAP STRIPING -YELLOW	LINEAL FEET	174	\$ 0.18	\$ 31.32	\$ 0.25	\$ 43.50	\$ 0.558	\$ 97.09	\$ 0.44	\$ 76.56
STOP BARS 24-INCH	LINEAL FEET	0	\$ 0.76	\$ 0.00	\$ 2.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2.00	\$ 0.00
ARROWS-WHITE	EACH	0	\$ 15.00	\$ 0.00	\$ 20.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 20.00	\$ 0.00
RIGHT	EACH	0	\$ 15.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 30.00	\$ 0.00
LEFT	EACH	0	\$ 15.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 30.00	\$ 0.00
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	217	\$ 0.18	\$ 39.06	\$ 0.25	\$ 75.05	\$ 0.26	\$ 55.77	\$ 0.29	\$ 84.63
				\$ 3,355.92		\$ 3,905.20		\$ 3,758.44		\$ 6,261.94

THE TOTAL SCOPE OF WORK FOR THE DARIEN MUNICIPAL COMPLEX, THE DARIEN SHOPPLEX AND THE DARIEN WOODRIDGE FIRE PROTECTION DISTRICT			Dentler Inc		Murphy Paving and Sealcoating		Pavement Systems Inc		SKC Construction	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
SEALCOATING AND CRACKFILLING STRIPING	SQUARE FOOT	243,569	\$ 0.087	\$ 21,190.50	\$ 0.098	\$ 23,860.76	\$ 0.0966	\$ 23,528.77	\$ 0.165	\$ 40,188.89
CAR STALLS YELLOW	LINEAL FEET	8,077	\$ 0.18	\$ 1,453.86	\$ 0.25	\$ 2,019.25	\$ 0.194	\$ 1,566.94	\$ 0.25	\$ 2,019.25
HANDICAP SYMBOL-BLUE	EACH	15	\$ 20.00	\$ 300.00	\$ 25.00	\$ 375.00	\$ 10.00	\$ 150.00	\$ 25.00	\$ 375.00
HANDICAP STRIPING -YELLOW	LINEAL FEET	673	\$ 0.18	\$ 121.14	\$ 0.25	\$ 168.25	\$ 0.558	\$ 375.53	\$ 0.44	\$ 296.12
STOP BARS 24-INCH	LINEAL FEET	54	\$ 0.76	\$ 41.04	\$ 2.00	\$ 108.00	\$ 1.333	\$ 71.98	\$ 2.00	\$ 108.00
ARROWS-WHITE	EACH	3	\$ 15.00	\$ 45.00	\$ 20.00	\$ 60.00	\$ 25.00	\$ 75.00	\$ 20.00	\$ 60.00
RIGHT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 30.00	\$ 30.00
LEFT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 30.00	\$ 30.00
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	954	\$ 0.18	\$ 171.72	\$ 0.25	\$ 333.90	\$ 0.257	\$ 245.18	\$ 0.29	\$ 372.06
TOTAL COST	TOTAL COSTS			\$ 23,353.26		\$ 27,144.16		\$ 26,013.40		\$ 43,459.32
				\$ 23,353.52		\$ 27,144.16		\$ 26,012.00		\$ 43,459.32

BID SUBMITTED-PRICE ERROR

MATHEMATICAL CHECK



THE TOTAL SCOPE OF WORK FOR THE DARIEN MUNICIPAL COMPLEX AND THE DARIEN SPORTSPLEX			Dentler Inc		Murphy Paving and Sealcoating		Pavement Systems Inc		SKC Construction	
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
SEALCOATING AND CRACKFILLING	SQUARE FOOT	208,569	\$ 0.087	\$ 18,145.50	\$ 0.098	\$ 20,439.76	\$ 0.0966	\$ 20,147.77	\$ 0.165	\$ 34,413.89
STRIPING		0								
CAR STALLS YELLOW	LINEAL FEET	7,074	\$ 0.18	\$ 1,273.32	\$ 0.25	\$ 1,768.50	\$ 0.194	\$ 1,372.36	\$ 0.25	\$ 1,768.50
HANDICAP SYMBOL-BLUE	EACH	12	\$ 20.00	\$ 240.00	\$ 35.00	\$ 420.00	\$ 10.00	\$ 120.00	\$ 25.00	\$ 300.00
HANDICAP STRIPING -YELLOW	LINEAL FEET	499	\$ 0.18	\$ 89.82	\$ 0.25	\$ 124.75	\$ 0.558	\$ 278.44	\$ 0.44	\$ 219.56
STOP BARS 24-INCH	LINEAL FEET	54	\$ 0.76	\$ 41.04	\$ 2.00	\$ 108.00	\$ 1.333	\$ 71.98	\$ 2.00	\$ 108.00
ARROWS-WHITE		3	\$ 15.00	\$ 45.00	\$ 20.00	\$ 60.00	\$ 25.00	\$ 75.00	\$ 20.00	\$ 60.00
RIGHT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 20.00	\$ 20.00
LEFT	EACH	1	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ -	\$ -	\$ 20.00	\$ 20.00
HASH MARKS- 6-INCH-YELLOW	LINEAL FEET	737	\$ 0.18	\$ 132.66	\$ 0.35	\$ 257.95	\$ 0.257	\$ 189.41	\$ 0.39	\$ 287.43
TOTAL COST	TOTAL COSTS			\$ 19,997.34		\$ 23,238.96		\$ 22,254.95		\$ 37,197.38

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO  
EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY  
OF DARIEN AND THE DARIEN PARK DISTRICT  
FOR SEALCOATING, PAINT STRIPING AND CRACK FILLING IN AN AMOUNT  
NOT TO EXCEED \$15,350.26**

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

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District for sealcoating, paint striping and crack filling services, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; 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 and City Clerk are hereby authorized to execute an Intergovernmental Agreement for sealcoating, paint striping and crack filling services through the City's 2011 awarded vendor Denler, Inc. subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

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. \_\_\_\_\_

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE  
COUNTY, ILLINOIS, this 15<sup>th</sup> day of August, 2011.

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

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

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

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE  
COUNTY, ILLINOIS, this 15<sup>th</sup> day of August, 2011.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

~~INTERGOVERNMENTAL AGREEMENT~~  
~~BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT~~  
~~FOR ASPHALT PAVING WORK AT SPORTSPLEX~~

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Darien, an Illinois municipal corporation (hereinafter the "City"), and the Darien Park District, an Illinois municipal corporation, (hereinafter the "District") (collectively "the parties").

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City had been awarded a contract with Denler, Inc. (the "Contractor") to complete seal coating, crack filling, and paint striping work for the City;

WHEREAS, the District owns a building called the Sportsplex located within the City;

WHEREAS, the City desires to assist the District by allowing the Contractor to complete seal coating, crack filling, and paint striping work at the Sportsplex premises, with the Sportsplex work estimated to cost \$ 15,350.26;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The City agrees to allow the Contractor to complete seal coating, crack filling, and paint striping work on the Sportsplex premises as part of the City's contract.

3. The District authorizes the Contractor on the Sportsplex premises to complete the seal coating, crack filling, and paint striping work; the City's Director of Municipal Services is authorized to supervise the Sportsplex work on behalf of the District.

4. The District shall reimburse the City for the seal coating, crack filling, and paint striping charges completed on the Sportsplex premises by the Contractor within 30 days of being invoiced by the City.

5. The City will require the Contractor to add the District as an additional insured on the Contractor's policy of insurance furnished to the City; to the extent this requirement increases the contract price, the District will be responsible for the increase.

6. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561  
Attn: Bryon Vana

b. If intended for the Park District:

Darien Park District  
7301 Fairview Avenue  
Darien, Illinois 60561  
Attn: Stephanie Gurgone

7. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF DARIEN

BY: \_\_\_\_\_  
Kathleen Weaver, Mayor

ATTEST: \_\_\_\_\_  
City Clerk

DARIEN PARK DISTRICT

BY: Raymond Jablonski  
Raymond Jablonski  
President Park District

ATTEST: [Signature]  
Secretary, Park District