

Visit the City of Darien [YouTube channel](#) to view the meeting live.

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

February 2, 2026

7:30 PM

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [January 19, 2026](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Consideration of a Motion to Approve the Reappointment of Jeffrey May to the [Police Pension Board](#)
 - B. Consideration of a Motion to Approve the Appointment of Thomas Sailer to the [Board of Fire and Police Commissioners](#)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [25-26-19](#)
13. Standing Committee Reports

14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion Granting Waiver of the Raffle License Bond Requirement for the [West Suburban Humane Society](#)
 - B. Consideration of a Motion to Accept a Proposal from Ferguson Waterworks for Smith and Blair Stainless Steel [Water Main Repair Clamps Style 226 with Stainless Steel Bolts](#) for the Maintenance of Water System at the Proposed Unit Price for a Period of May 1, 2026 through April 30, 2027
 - C. Consideration of a Motion to Accept a Proposal from Ferguson Waterworks for Smith and Blair Stainless Steel [Water Main Repair Clamps Style 238 with Stainless Steel Bolts](#) at the Proposed Unit Prices in Various Sizes for the Maintenance of the Water System for a Period of May 1, 2026 through April 30, 2027
 - D. Consideration of a Motion to Accept a Proposal from Water Products Company for [Various Water Valves for the Maintenance of the Water System](#) at the Proposed Unit Price for a Period of May 1, 2026 through April 30, 2027
 - E. Consideration of a Motion to Accept a Proposal from Underground Pipe & Valve Co., for [Mueller Brand Brass Fittings](#) at the Proposed Unit Prices for the Maintenance of the Water System for a Period of May 1, 2026 through April 30, 2027
 - F. Consideration of a Motion to Accept a Proposal from Ferguson Waterworks for Certain [General Water Department Utility Tools and Marking Supplies](#) for the Maintenance of the Water System for a Period of May 1, 2026 through April 30, 2027
 - G. Consideration of a Motion to Accept a Proposal from Underground Pipe & Valve, Company for Certain General [Water Department Utility Fixtures](#) for the Maintenance of the Water System for a Period of May 1, 2026 through April 30, 2027
 - H. Consideration of a Motion to Accept a Proposal from EJ USA, Inc., for [East Jordan CD250 Fire Hydrants, Valves and Accessories](#) as required for a Period of May 1, 2026 through April 30, 2027 at the Proposed Unit Price
 - I. Consideration of a Motion to Accept a Proposal from Water Products Company for [Waterous Pacer Fire Hydrants, Auxiliary Valves and Accessories](#) as required for a Period of May 1, 2026 through April 30, 2027 at the Proposed Unit Price
 - J. Consideration of a Motion to Accept a Proposal from Underground Pipe & Valve Co., for [Clow Medallion Fire Hydrants, Auxiliary Valves and Accessories](#) as required for a Period of May 1, 2026 through April 30, 2027 at the Proposed Unit Price
 - K. Consideration of a Motion to Accept a Proposal from Underground Pipe & Valve Company for the [Clow Eddy Fire Hydrant Repair Parts](#) for a Period of May 1, 2026 through April 30, 2027

- L. Consideration of a Motion to Accept a Proposal from Underground Pipe & Valve Company for [Clow Medallion Fire Hydrant Repair Parts](#) for a Period of May 1, 2026 through April 30, 2027
- M. Consideration of a Motion to Accept a Proposal from Underground Pipe & Valve Company for [Clow F2500 Fire Hydrant Repair Parts](#) for a Period of May 1, 2026 through April 30, 2027
- N. Consideration of a Motion to Accept a Proposal from EJ USA, Inc., for the [East Jordan WaterMaster 5BR250 and WaterMaster 5CD250 Fire Hydrant Repair Parts](#) as required for a Period of May 1, 2026 through April 30, 2027
- O. Consideration of a Motion to Accept a Proposal from Water Products Company for the [Waterous Pacer Fire Hydrant Repair Parts](#) as required for a Period of May 1, 2026 through April 30, 2027
- P. Consideration of a Motion Approving to Extend the Proposal from 119th St Materials for [Tipping and Transfer Fees](#) at the Proposed Unit Prices for Certain Generated Waste from Various Public Works Projects for a Period of May 1, 2026 through April 30, 2027
- Q. Consideration of a Motion to Approve the [2026 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program](#) Contract with Suburban Concrete, Inc. in an Amount not to Exceed \$1,230,975.00 and to Waive the Residential \$75.00 Permit Fee Application for Concrete Work
- R. Consideration of a Motion Authorizing the Purchase of [Four Grundfos Machine Health Sensors and Installation](#) from Grundfos Americas Corporation in an Amount not to Exceed \$6,000.00
- S. Consideration of a Motion Authorizing the [Installation of the Grundfos Machine Health Subscription-Based Predictive Maintenance Software](#) from Grundfos CBS, Inc., in an Amount not to Exceed \$4,800.00
- T. Consideration of a Motion to Approve an Agreement for [Professional Services](#) Related to Management and Monitoring of 10-acres of Wetland/Natural Areas within the Tara Hill Subdivision for a Five Year Period Beginning May 1, 2026 and Ending April 30, 2031, for a Total Amount not to Exceed \$42,480.00
- U. Consideration of a Motion to Approve a Five-Year Engineering Agreement with Christopher B. Burke Engineering for [Professional Services](#) Related to a Controlled Wetland Management Burn and Vegetation Management at the Dale Road Basin in an Amount not to Exceed \$37,600.00
- V. Consideration of a Motion Authorizing the [Purchase of Two New CL-17s and One New Fluoride pH Analyzer](#) from HACH Company, in an Amount not to Exceed \$29,642.99
- W. Consideration of a Motion Accepting to Extend a Proposal from Sprinklers, Inc., for the Spring Startup and Winter Shutdown [Maintenance and Backflow Prevention Testing of City Owned Irrigation Systems and Potable Water Backflow Preventers](#) as per the Schedule of Unit Prices
- X. Consideration of a Motion to Accept a Proposal at the Unit Prices for [Sidewalk Grinding](#) from Hard Rock Concrete Cutters, Inc. in an Amount not to Exceed \$83,920.00

- Y. Consideration of a Motion to Approve a Resolution Approving the [2026 City of Darien Zoning Map](#)
 - Z. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien](#)
 - AA. Consideration of a Motion Authorizing the [Purchase of One New PRO-LINK+Heavy Duty Diagnostics Fleet Scanner](#)-Model EEHD754AISVP3 from Snap-On in an Amount not to Exceed \$14,066.33
 - BB. Consideration of a Motion to Accept the Unit Price Proposal for [Analytical Soil Testing Fees](#) from Testing Service Corporation at the Proposed Unit Prices for Certain Waste for a Period of May 1, 2026 through April 30, 2027
 - CC. Consideration of a Motion Authorizing the [Purchase of One \(1\) New 2026 Ford Expedition Carryall Unit](#) from Sourcewell National Auto Fleet Group, in the Amount of \$58,765.38
 - DD. Consideration of a Motion Authorizing the Mayor to Extend a Contract at the 2026 Unit Prices with SKC Construction, Inc. in an Amount not to Exceed \$122,725.00 for the [2026 Crack Fill Program](#)
 - EE. Consideration of a Motion to Approve an Ordinance [Amending Sections 9, Traffic Regulations, of the Darien City Code](#) (Darien Towne Centre, No Left Turns Onto Lyman)
 - FF. Consideration of a Motion to Accept a Proposal from Terrain Landscape Contractors for the [Purchase of the Low Voltage Lights, Underground Cable, Transformers and Bluetooth Remote Technology](#) at the Eight Various City's Entrance Sign Locations in an Amount not to Exceed \$20,000.00
-
- 17. New Business
 - 18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
 - 19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE JANUARY 19, 2026 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:19 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

January 19, 2026

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Thomas J. Belczak	Ted V. Schauer
	Eric K. Gustafson	Ralph Stompanato
	Joseph A. Kenny	Mary Coyle Sullivan
	Gerry Leganski	

Absent: None

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

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

5. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

There were none.

6. **APPROVAL OF MINUTES** – December 15, 2025

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of December 15, 2025.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. RECEIVING OF COMMUNICATIONS

Alderwoman Sullivan provided an update on the continued traffic concerns along South Frontage Road expressed by residents of Waterfall Glen. She commented on 2024 Cass Avenue Corridor Feasibility Study conducted by DuPage County Department of Transportation; communication with DuPage County District Representatives Evans & Galassi; and contact with DuPage County Director of Transportation, Steve Travia. A conference call with Mr. Travia has been scheduled. Alderwoman Sullivan assured residents the issue is being pursued.

Alderman Kenny received communication from Dwane Kozak, former Auxiliary Officer, regarding updating City Ordinance to reflect disbandment of Auxiliary Police. Chief Thomas is coordinating Code update with City Attorney.

Mayor Marchese recounted the voicemail received Friday evening at 5:45 P.M. from an elderly resident in need of immediate assistance. He commended Darien Police Department for quick response and willingness of Public Works to address the situation. Resident noted everyone she called responded to her concern and stated Darien is wonderful!

8. **MAYOR'S REPORT****A. MAYORAL PROCLAMATION "DARIEN GARDEN CLUB 25TH ANNIVERSARY**

Mayor Marchese read the proclamation into record declaring January 19, 2026 as Darien Garden Club Day. He commented on the growth of the club and noted their participation at community events. He was proud to congratulate the Darien Garden Club on their 25th Anniversary.

On behalf of the Darien Garden Club, Cathy Streett thanked Mayor Marchese and City Council for the honor. Ms. Streett commented on membership and premier event, Spring Gardening Inspiration Speaker Symposium. She stated the club does things with youths and seniors: a group for everyone and "A Good Place to Grow." Club President, Char Vuillaume provided Council with event cards containing anniversary and community celebrations.

B. 2026 CITIZEN OF THE YEAR NOMINATION

Mayor Marchese asked Alderwoman Sullivan, City Council Liaison, to present the recommendation for the 2026 Citizen of the Year (COY). Liaison Sullivan read the Citizen of the Year Committee letter recommending that the 2026 Citizen of the Year be Deborah Uhlar.

It was moved by Alderman Stompanato and seconded by Alderman Schauer to concur with the 2026 Citizen of the Year Committee's nomination and to award the title of 2026 Citizen of the Year to Deborah Uhlar.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Liaison Sullivan announced the COY event will also recognize volunteer clubs and organization honorees as follows: Darien Youth Club – Mike Beringer, Darien Woman's Club – Marian Krupicka, Darien Lions Club – Mike Falco, Darien Garden Club – David DeCuir, Darien Rotary Club – Pastor Eli Voigt, and Darien Business Alliance – James Burke. At the February 17 City Council Meeting, a resolution will be presented to Ms.

Uhlar. The Mayor and City Council will recognize volunteer clubs and organization honorees for their service.

Alderswoman Sullivan stated the celebratory dinner/dance will be held on Friday, March 6, at Alpine Banquets, with cocktails at 6:00 P.M. and dinner at 7:00 P.M.; cost is \$52/person and includes 7-course dinner, open bar, music and dancing. Reservations are available at City Hall, or you can mail a check to the City of Darien; reservations will be confirmed at the time of payment and reservation deadline is February 26.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES

Director Gombac reported on The City's Water Main Infrastructure. The presentation included: Data and Analysis from the Utah Water Research Laboratory at Utah State University conducted in 2023; Water Main Breaks; Deteriorating Infrastructure; Basis for Data; Water Main Materials & Installations; U.S. Report Card on Drinking Water; Unaccounted Water; Replacement Schedules; Broken Water Mains; City of Darien Water Main Breaks from 2020-2025; 2023 Report Study Highlights; Main Breaks per Subdivision; and Where We Go From Here?. He addressed Council questions.

12. **TREASURER'S REPORT**

A. WARRANT NUMBER 25-26-17

It was moved by Alderman Belczak and seconded by Alderman Kenny to approve payment of Warrant Number 25-26-17 in the amount of \$204,248.88 from the enumerated funds, and \$348,385.28 from payroll funds for the period ending 12/25/25 for a total to be approved of \$552,634.16.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. WARRANT NUMBER 25-26-18

It was moved by Alderman Schauer and seconded by Alderman Stompanato to approve payment of Warrant Number 25-26-18 in the amount of \$1,346,937.81 from the enumerated funds, and \$420,185.15 from payroll funds for the period ending 01/08/26 for a total to be approved of \$1,767,122.96.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

C. MONTHLY REPORT – DECEMBER 2025

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of December 2025.

General Fund: Revenue \$14,501,302; Expenditures \$11,440,199; Current Balance \$7,161,088

Water & Water Depreciation Funds: Revenue \$5,872,263; Expenditures \$5,686,498; Current Balance \$3,395,833

Motor Fuel Tax Fund: Revenue \$613,923; Expenditures \$498,682; Current Balance \$715,197

Capital Improvement Fund: Revenue \$710,291; Expenditures \$2,854,751; Current Balance \$21,325,471

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for February 2, 2026 at 6:00 P.M. She noted final Budget Draft will be presented to Council on February 11. Committee-of-the-Whole 2026-2027 Budget Workshop Meetings are scheduled for February 18, and 25 (6:30 P.M. in Council Chambers); March 2 after the City Council Meeting; and, if needed, March 4.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for January 26, 2026 at 6:00 P.M. Director Gombac noted commercial parking of vehicles will be reviewed.

Police Committee – Chairman Kenny announced the Police Committee meeting is scheduled for Tuesday, February 17, 2026 at 6:00 P.M. in the Police Department Training Room.

Liaison Stompanato stated minutes from the touch-base meeting held on January 12 by City of Darien Aldermen and Darien Park District Board of Commissioners will be presented to Council in February.

Mayor Marchese announced the next meeting of the Darien Action Committee will be held on Saturday, February 28 from 9:00 – 11:00 A.M. in Council Chambers.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

A. MOTION NO. M-01-26

**A MOTION TO PURCHASE AMMUNITION
FROM KIESLER'S POLICE SUPPLY IN THE
AMOUNT OF \$18,876.48**

B. ORDINANCE NO. O-01-26

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

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

17. **NEW BUSINESS**

There was no New Business

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

Mayor Marchese...

...reiterated Citizen of the Year/Honorees celebratory dinner/dance will be held on Friday, March 6.

...announced Dancing with the Darien Starz will be held on February 6 at Ashton Place. He stated tickets are available for purchase on the City's website, with proceeds benefiting Cancer Smashers.

...encouraged all to make reservations.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:59 P.M.

Mayor

City Clerk

MOTION NO. _____

CITY OF DARIEN
M E M O

TO: City Council

FROM: Mayor Joseph A. Marchese

DATE: January 29, 2026

SUBJECT: REAPPOINTMENT TO POLICE PENSION BOARD

This is written to request your advice and consent to the reappointment of Jeffrey May to the Police Pension Board. He has expressed an interest in continuing to serve the City in this capacity.

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

Mg

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

MOTION NO. _____

CITY OF DARIEN
M E M O

TO: City Council

FROM: Mayor

DATE: January 29, 2026

SUBJECT: APPOINTMENT TO BOARD OF FIRE AND POLICE COMMISSIONERS

This is written to request your advice and consent to the appointment of [Thomas Sailer](#) to the Board of Fire and Police Commissioners. He has expressed an interest in serving the City in this capacity.

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

mg

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

From: [Joe Marchese](#)
To: [Maria Gonzalez](#)
Subject: FW: Application for Service on a City Commission
Date: Monday, January 26, 2026 3:05:57 PM

Maria:

I will be appointing Mr. Sailer to the Police and Fire Commission on Monday February 2 –
Please put this under the Mayor's Report.

From: postmaster@muniweb.com <postmaster@muniweb.com>
Sent: Monday, January 26, 2026 3:02 PM
To: Joe Marchese <jmarchese@darienil.gov>
Subject: Application for Service on a City Commission

Name

Thomas Sailer

Address

[REDACTED]

Phone

[REDACTED]

Email

[REDACTED]

How long have you lived in Darien?

2 years

Where did you live prior to coming to Darien

[REDACTED]

If married, spouse's name

Children (include ages)

Education

High School Diploma

If you attended college, what was your major?

Present Employer

[REDACTED]

Phone

630-926-4828

Address

Downera Grove

Fax

Nature of Occupation

Real Estate

Other Employment Experience

Chicago Police Officer for 30 Years

Interests and Hobbies?

Real Estate and Police Work

Of what local organizations have you been a member? (Please include offices held, if any)

Past President - Darien Chamber of Commerce

Have you served the community in any other way?

Past Presiden - Darien Chamber of Commerce Darien Lions Club Member Numerous Civic and Service Groups

Time you would have available to serve the City

Evenings and Late Afternoons

In which of the following areas would you like to serve?

Fire & Police Commission

Other areas you would like to serve?

N/A

What are your qualifications for this position(s)?

Presently Serve on the Willowbrook Police and Fire Commission

Why are you interested in this position(s)?

My background as a police officer and my current service on the Willowbrook Police and Fire Commission

What can you contribute to this board(s) or commission(s)?

My Present and Past Experience in Police Work

From: [Joe Marchese](#)
To: [Maria Gonzalez](#)
Subject: FW: Application for Service on a City Commission
Date: Monday, January 26, 2026 3:05:57 PM

Maria:

I will be appointing Mr. Sailer to the Police and Fire Commission on Monday February 2 –
Please put this under the Mayor's Report.

From: postmaster@muniweb.com <postmaster@muniweb.com>
Sent: Monday, January 26, 2026 3:02 PM
To: Joe Marchese <jmarchese@darienil.gov>
Subject: Application for Service on a City Commission

Name

Thomas Sailer

Address

[REDACTED]

Phone

[REDACTED]

Email

[REDACTED]

How long have you lived in Darien?

2 years

Where did you live prior to coming to Darien

[REDACTED]

If married, spouse's name

Children (include ages)

Education

High School Diploma

If you attended college, what was your major?

Present Employer

[REDACTED]

Phone

630-926-4828

Address

Downera Grove

Fax

Nature of Occupation

Real Estate

Other Employment Experience

Chicago Police Officer for 30 Years

Interests and Hobbies?

Real Estate and Police Work

Of what local organizations have you been a member? (Please include offices held, if any)

Past President - Darien Chamber of Commerce

Have you served the community in any other way?

Past Presiden - Darien Chamber of Commerce Darien Lions Club Member Numerous Civic and Service Groups

Time you would have available to serve the City

Evenings and Late Afternoons

In which of the following areas would you like to serve?

Fire & Police Commission

Other areas you would like to serve?

N/A

What are your qualifications for this position(s)?

Presently Serve on the Willowbrook Police and Fire Commission

Why are you interested in this position(s)?

My background as a police officer and my current service on the Willowbrook Police and Fire Commission

What can you contribute to this board(s) or commission(s)?

My Present and Past Experience in Police Work

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
February 2, 2026

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

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

General Fund			\$239,821.47
Water Fund			\$47,036.60
Motor Fuel Tax Fund			\$20,992.98
Stormwater Management Fund			
Special Service Area Tax Fund			
State Drug Forfeiture Fund			
Impact Fee Expenditures			
Capital Improvement Fund			
Cannabis Fund			
DUI Technology Fund			
Federal Equitable Sharing Fund - Treasury			
		Subtotal:	\$307,851.05
General Fund Payroll	01/22/26	\$	308,971.96
Water Fund Payroll	01/22/26	\$	31,615.52
		Subtotal:	\$ 340,587.48

Total to be Approved by City Council: \$648,438.53

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 1/20/2026 Through 2/2/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	BOOKING ROOM WORKSTATION	AP020226	4325	Consulting/Professional	506.25
AIS	ADOBE ACROBAT	AP020226	4325	Consulting/Professional	713.32
AIS	IT SERVICES- FEB 2026	AP020226	4325	Consulting/Professional	8,001.49
AIS	BACK-UP MANAGEMENT	AP020226	4325	Consulting/Professional	2,733.00
AIS	SECURE EMAIL- FEB 2026	AP020226	4325	Consulting/Professional	15.50
AIS	ENDPOINT MANAGEMENT- FEB 2026	AP020226	4325	Consulting/Professional	213.28
AIS	DUO MFA ESSENTIALS -FEB 2026	AP020226	4325	Consulting/Professional	315.00
AIS	CLOUD CONTROLLER- FEB 2026	AP020226	4325	Consulting/Professional	20.00
COMCAST BUSINESS	CABLE TV- CITY HALL	AP020226	4267	Telephone	53.35
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- CITY HALL	AP020226	4271	Utilities (Elec,Gas,Wtr,Sewer)	24.57
NICOR GAS	82541110001 1702 PLAINFIELD RD	AP020226	4271	Utilities (Elec,Gas,Wtr,Sewer)	335.24
ODELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL FEES - DEC 2025	AP020226	4219	Liability Insurance	440.00
STAPLES BUSINESS ADVANTAGE	BROTHER TONER / REGINA	AP020226	4253	Supplies - Office	274.09
STAPLES BUSINESS ADVANTAGE	HANDSOAP- CH	AP020226	4253	Supplies - Office	95.90
STAPLES BUSINESS ADVANTAGE	RETURN HANDSOAP	AP020226	4253	Supplies - Office	(95.90)
STAPLES BUSINESS ADVANTAGE	STAPLE REMOVERS	AP020226	4253	Supplies - Office	5.02
				Total Administration	13,650.11

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 1/20/2026 Through 2/2/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BELMONT DIGITAL LLC	MARQUEE CONTENT MANAGEMENT	AP020226	4213	Dues and Subscriptions	4,200.00
BELMONT DIGITAL LLC	MARQUEE PLATFORM -MONTHLY SERVICE FEE	AP020226	4213	Dues and Subscriptions	1,200.00
DUPAGE COUNTY RECORDER	RELEASE OF LIENS- 7721 STEVENS DR	AP020226	4328	Constt/Prof Reimbursable	335.00
ODELSON,MURPHEY,FRAZIER,MCGRAT PM PRINTING INC.	LEGAL FEES - DEC 2025	AP020226	4219	Liability Insurance	2,200.00
	FIELD INSPECTION REPORTS	AP020226	4235	Printing and Forms	275.80
SCHOMIG LAND SURVEYORS LTD.	7710 & 7714 WOODLAND CT / PLAT OF EASEMENT	AP020226	4328	Constt/Prof Reimbursable	800.00
TKB ASSOCIATES INC	CONVERT FILES TO LASERFISCHE	AP020226	4325	Consulting/Professional	21,487.75
TKB ASSOCIATES INC	PREPPING/SCANNING LARGE DOCUMENTS	AP020226	4325	Consulting/Professional	3,227.00
				Total Community Development	33,725.55

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/20/2026 Through 2/2/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION (Feb thru April 2026) PW	AP020226	4223	Maintenance - Building	223.74
AMBER MECHANICAL CONTRACTORS	HEAT REPAIR / NORTH STAIRWELL- 1710 PLAINFIELD RD	AP020226	4223	Maintenance - Building	1,750.51
AMBER MECHANICAL CONTRACTORS	REPAIR HEATER / REAR ENTRANCE- 1710 PLAINFIELD RD	AP020226	4223	Maintenance - Building	1,396.39
BIG ASS FANS	FANS & HEATERS	AP020226	4815	Equipment	9,334.00
CINTAS FIRST AID AND SAFETY	REPLENISH PW FIRST AID CABINET 12-02-25	AP020226	4219	Liability Insurance	149.98
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- PUBLIC WORKS	AP020226	4271	Utilities (Elec,Gas,Wtr,Sewer)	31.78
GENUINE PARTS COMPANY INC	AIR FILTER FOR #102	AP020226	4229	Maintenance - Vehicles	30.55
GENUINE PARTS COMPANY INC	SHUT OFF VALVE	AP020226	4229	Maintenance - Vehicles	58.16
GENUINE PARTS COMPANY INC	12V75A RELAY	AP020226	4229	Maintenance - Vehicles	243.35
GRAINGER	BULB RECYCLING KIT, CORD STORAGE REEL	AP020226	4223	Maintenance - Building	360.09
I.R.M.A.	DEDUCTIBLE- DEC 2025	AP020226	4219	Liability Insurance	1,913.48
IMPACT NETWORKING, LLC	COPIER OVERAGE- PW (12-18-25 thru 1-17-26)	AP020226	4225	Maintenance - Equipment	16.51
INTERSTATE BATTERY SYSTEM	BATTERY FOR #321	AP020226	4229	Maintenance - Vehicles	194.96
JC LANDSCAPING/TREE SERVICE	SALTING PD/CH SIDEWALKS- 1-17-26	AP020226	4223	Maintenance - Building	195.00
JC LANDSCAPING/TREE SERVICE	SHOVEL & SALT PD/CH SIDEWALKS 1-19-26	AP020226	4223	Maintenance - Building	410.00
JSN CONTRACTORS SUPPLY	SAFETY GLOVES & GLASSES	AP020226	4219	Liability Insurance	448.50
JSN CONTRACTORS SUPPLY	SAFETY GLOVES	AP020226	4219	Liability Insurance	324.00
JX ENTERPRISES INC	REPAIR #106	AP020226	4229	Maintenance - Vehicles	151.66
K-TECH SPECIALTY COATINGS LLC	BEET HEET DE-ICER	AP020226	4257	Supplies - Other	15,831.19
LAWSON PRODUCTS INCORPORATED	CABLE TIES, NUTS, CLAMP, CUT OFF WHEEL	AP020226	4225	Maintenance - Equipment	520.40
LAWSON PRODUCTS INCORPORATED	DUCT TAPE	AP020226	4257	Supplies - Other	26.20

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/20/2026 Through 2/2/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
LINDCO EQUIPMENT SALES, INC.	OVER TAILGATE LIQUID TANK FOR #108	AP020226	4815	Equipment	10,104.00
LINDCO EQUIPMENT SALES, INC.	OVER TAILGATE LIQUID TANK #105	AP020226	4815	Equipment	10,104.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREEN- MATTHEW RUDOLPH 12-29-25	AP020226	4219	Liability Insurance	95.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	AP020226	4219	Liability Insurance	25.50
ODP BUSINESS SOLUTIONS	LAMINATOR FOR PW	AP020226	4253	Supplies - Office	124.31
PARVIN-CLAUSS SIGN COMPANY	DARIEN ENTRANCE SIGN KNOCKDOWN	AP020226	4223	Maintenance - Building	1,538.00
PIRTEK	PARTS FOR #103	AP020226	4229	Maintenance - Vehicles	671.34
PIRTEK	PART FOR 106	AP020226	4229	Maintenance - Vehicles	16.19
PIRTEK	RETURN PART FOR 106	AP020226	4229	Maintenance - Vehicles	(16.19)
PIRTEK	ASSEMBLY, HOSES FOR 106	AP020226	4229	Maintenance - Vehicles	605.18
PIRTEK	FEMALE SWIVEL FOR 106	AP020226	4229	Maintenance - Vehicles	24.27
SHARE CORPORATION	HEAD LAMP	AP020226	4229	Maintenance - Vehicles	110.09
SITE ONE LANDSCAPE SUPPLY	ICE MELT	AP020226	4257	Supplies - Other	524.30
VULCAN CONSTRUCTION MATERIALS	STONE 12-30-25	AP020226	4257	Supplies - Other	1,808.63
WAREHOUSE DIRECT	JANITORIAL SUPPLIES- PW	AP020226	4223	Maintenance - Building	309.67
YELLOWSTONE LANDSCAPE	EMERGENCY TREE REMOVAL- 6922 DARIEN CLUB	AP020226	4375	Tree Trim/Removal	1,035.00
YELLOWSTONE LANDSCAPE	EMERGENCY TREE REMOVAL- CH 1702 PLAINFIELD RD	AP020226	4375	Tree Trim/Removal	1,449.00
				Total Public Works, Streets	62,138.74

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/20/2026 Through 2/2/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ASPEN AUTO BODY, INC.	DEFLECTOR SHIELD P57	AP020226	4229	Maintenance - Vehicles	33.85
BLUE CAN TRAINING SOLUTIONS	SHIELD MOUNT	AP020226	4217	Investigation and Equipment	75.00
DU-COMM	QUARTERLY SHARE (2-1-26 thru 4-30-26)	AP020226	4325	Consulting/Professional	115,135.00
DU-COMM	FACILITY LEASE (2-1-26 thru 4-30-26)	AP020226	4325	Consulting/Professional	4,581.99
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- 1710 PLAINFIELD RD	AP020226	4271	Utilities (Elec,Gas,Wtr,Sewer)	213.95
GOLD SHIELD DETECTIVE AGENCY	BACKGROUND INVESTIGATION- APPLICANT DAVID R BENES JR	AP020226	4205	Boards and Commissions	1,973.50
GOLD SHIELD DETECTIVE AGENCY	BACKGROUND INVESTIGATION- APPLICANT JACOB A MEJIA	AP020226	4205	Boards and Commissions	1,288.50
I.R.M.A.	DEDUCTIBLE- DEC 2025	AP020226	4219	Liability Insurance	2,124.66
IL ASSOC PROPERTY/EVIDENCE MGR	2026 MEMBERSHIP- JEFF SIMEK	AP020226	4213	Dues and Subscriptions	50.00
JACK PHELAN DODGE	BRAKE SWITCH REPAIR - P51	AP020226	4229	Maintenance - Vehicles	354.04
JACK PHELAN DODGE	BRAKE SWITH REPAIR -P51	AP020226-2	4229	Maintenance - Vehicles	348.77
JACK PHELAN DODGE	BRAKE SWITCH REPAIR - P51	APVOID020226	4229	Maintenance - Vehicles	(354.04)
MERAKAI / MOS EQUIPMENT	BATTERY POWER BANK	AP020226	4253	Supplies - Office	82.00
NICOR GAS	82800010009 1710 PLAINFIELD RD, DARIEN	AP020226	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,138.00
PETTY CASH	FAA REGISTRATION / 2 DRONES- OFFICER KANO	AP020226	4217	Investigation and Equipment	10.00
PETTY CASH	FAA REGISTRATION / 3RD DRONE- OFFICER KANO	AP020226	4217	Investigation and Equipment	5.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/20/2026 Through 2/2/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
PETTY CASH	IL LEAP MEETING- R GONZALEZ	AP020226	4265	Travel/Meetings	15.00
PETTY CASH	FBI NAA MEETING- DC NORTON	AP020226	4265	Travel/Meetings	30.00
PETTY CASH	FBI NAA MEETING- DC NORTON	AP020226	4265	Travel/Meetings	30.00
PETTY CASH	IL LEAP MEETING- R GONZALEZ	AP020226	4265	Travel/Meetings	15.00
PETTY CASH	IL LEAP HOLIDAY MEETING- R GONZALEZ	AP020226	4265	Travel/Meetings	40.00
RAY O'HERRON CO. INC.	VERSIS- BP VEST	AP020226	4269	Uniforms	911.39
RAY O'HERRON CO. INC.	OFFICER IBARRA- START UP UNIFORM	AP020226	4269	Uniforms	186.25
RAY O'HERRON CO. INC.	OFFICER IBARRA- START UP UNIFORM	AP020226	4269	Uniforms	352.73
RAY O'HERRON CO. INC.	OFFICER IBARRA- START UP UNIFORM	AP020226	4269	Uniforms	541.48
SELLER INSTRUMENT & MFG CO.	FORENSIC TRAINING: RICH STUTTE	AP020226	4263	Training and Education	725.00
THEODORE POLYGRAPH SERVICE	POLYGRAPH EXAM-JACOB MEJIA	AP020226	4205	Boards and Commissions	200.00
THEODORE POLYGRAPH SERVICE	POLYGRAPH EXAM-CODY GRIBBEN	AP020226	4205	Boards and Commissions	200.00
				Total Police Department	130,307.07
				Total General Fund	239,821.47

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 1/20/2026 Through 2/2/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION (Feb thru April 2026) PW	AP020226	4223	Maintenance - Building	223.74
BIG ASS FANS	FANS & HEATERS	AP020226	4815	Equipment	3,533.50
BIG ASS FANS	HEATER	AP020226	4815	Equipment	5,634.00
BIG ASS FANS	THERMOSTAT	AP020226	4815	Equipment	166.50
CINTAS FIRST AID AND SAFETY	REPLENISH PW FIRST AID CABINET 12-02-25	AP020226	4219	Liability Insurance	149.99
DUPAGE COUNTY PUBLIC WORKS	VACTOR DISPOSAL /NOV-DEC 2025	AP020226	4231	Maintenance - Water System	840.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- PUBLIC WORKS	AP020226	4271	Utilities (Elec,Gas,Wtr,Sewer)	31.78
EH WACHS	DIAMOND BLADES	AP020226	4231	Maintenance - Water System	1,483.77
FERGUSON WATERWORKS #2516	WATER REPAIR CLAMPS	AP020226	4231	Maintenance - Water System	3,621.34
J.U.L.I.E. INC	ANNUAL EMAILS, VOICE TRANSMISSIONS FOR J.U.L.I.E	AP020226	4325	Consulting/Professional	5,615.58
JSN CONTRACTORS SUPPLY	SAFETY GLOVES & GLASSES	AP020226	4219	Liability Insurance	448.50
JSN CONTRACTORS SUPPLY	MARKING PAINT	AP020226	4231	Maintenance - Water System	522.00
LINDCO EQUIPMENT SALES, INC.	OVER TAILGATE LIQUID TANK #105	AP020226	4815	Equipment	10,104.00
LINDCO EQUIPMENT SALES, INC.	OVER TAILGATE LIQUID TANK FOR #108	AP020226	4815	Equipment	10,104.00
NICOR GAS	21710264942 1220 PLAINFIELD RD, DARIEN	AP020226	4271	Utilities (Elec,Gas,Wtr,Sewer)	221.61
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN- CABLE 12-8-25	AP020226	4219	Liability Insurance	51.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN- CABLE 11-10-25	AP020226	4219	Liability Insurance	129.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	AP020226	4219	Liability Insurance	25.50
SUPERIOR ASPHALT MATERIALS	COLD PATCH	AP020226	4231	Maintenance - Water System	1,698.98
VULCAN CONSTRUCTION MATERIALS	STONE 12-30-25	AP020226	4231	Maintenance - Water System	2,431.81

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 1/20/2026 Through 2/2/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Public Works, Water	47,036.60
				Total Water Fund	47,036.60

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 1/20/2026 Through 2/2/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
COM ED	6701 CLARENDON HILLS RD ST LIGHT	AP020226	4840	Street Lights	95.50
COMPASS MINERALS AMERICA	ROCK SALT 1-16-26	AP020226	4249	Salt	16,548.58
DYNEGY ENERGY SERVICES	ENERGY- STREET LIGHT 7702 S CASS AVE /DARIEN	AP020226	4840	Street Lights	181.27
DYNEGY ENERGY SERVICES	ENERGY- STREET LIGHTS	AP020226	4840	Street Lights	4,167.63
				Total MFT Expenses	20,992.98
				Total Motor Fuel Tax	20,992.98
Report Total					307,851.05

MOTION NO. _____

AGENDA MEMO
City Council
Meeting Date: February 2, 2026

Issue Statement

Consideration of a motion granting waiver of the raffle license bond requirement for the West Suburban Humane Society.

BACKUP

Background/History

The West Suburban Humane Society has applied for a raffle license for a raffle to be held on February 7, 2026. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the West Suburban Humane Society raffle be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the February 2, 2026 Council Agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February, 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



West Suburban
Humane Society

January 23, 2026

To Whom It May Concern,

I would like to request a fee waiver for the February 7th, raffle license that we applied for.

Thank you.

Sincerely,

Carolyn Moestberger

Executive Director

APPLICATION FOR RAFFLE LICENSE

☒ Class A License

☐ Class B License

NAME OF ORGANIZATION: West Suburban Humane Society

ADDRESS: 1901 Ogden Ave Downers Grove, IL 60515

TELEPHONE NUMBER: 630-960-9600 FAX NUMBER: 630-960-9604

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

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Chateau Orleans Banquet at Chuck's Cafe

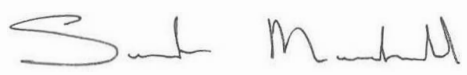
LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
9am to 1pm

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
2-7-26 at 1:00 pm

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Chateau Orleans Banquet at Chuck's Cafe
8025 S. Cass Ave, Downers Grove, IL 60561

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


Presiding Officer

ATTEST:

Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

MOTION NO. _____

AGENDA MEMO

**City Council
February 2, 2026**

ISSUE STATEMENT

A motion accepting a proposal from Ferguson Waterworks for Smith and Blair Stainless Steel Water Main Repair Clamps Style 226 with stainless steel bolts for the maintenance of the water system at the proposed unit price for a period of May 1, 2026 through April 30, 2027. See [Exhibit A.](#)

BACKGROUND

During the year, the department requires the use of water main repair clamps to repair water main breaks throughout the City.

Competitive quotes were requested for the various repair items, and staff received one (1) quote on November 12, 2025. The sole bid was provided by Ferguson Waterworks. See [Attachment A.](#) The request for quotes stipulated that pricing be held in place from May 1, 2026 to April 30, 2027.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion with Ferguson Waterworks.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

City of Darien Water Department Parts

Repair Clamps 226 Smith & Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)

226 Style (solid sleeve)				
Water Main Size x length	2026 Water Products Co	2026 Underground Pipe & Valve Co	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	PRICE	PRICE	PRICE	PRICE
2" x 7 1/2"	no quote	no quote	no quote	\$ 76.59
2" x 12 1/2"	no quote	no quote	no quote	\$ 125.08
2" x 15"	no quote	no quote	no quote	\$ 142.07
2" x 25"	no quote	no quote	no quote	\$ 237.14
2" x 30"	no quote	no quote	no quote	\$ 282.76
4" x 7 1/2"	no quote	no quote	no quote	\$ 103.00
4" x 12 1/2"	no quote	no quote	no quote	\$ 166.51
4" x 15"	no quote	no quote	no quote	\$ 205.39
4" x 25"	no quote	no quote	no quote	\$ 349.01
4" x 30"	no quote	no quote	no quote	\$ 423.13
6" x 7 1/2"	no quote	no quote	no quote	\$ 120.00
6" x 12 1/2"	no quote	no quote	no quote	\$ 193.04
6" x 15"	no quote	no quote	no quote	\$ 225.10
6" x 25"	no quote	no quote	no quote	\$ 393.80
6" x 30"	no quote	no quote	no quote	\$ 469.46
8" x 7 1/2"	no quote	no quote	no quote	\$ 140.02
8" x 12 1/2"	no quote	no quote	no quote	\$ 225.02
8" x 15"	no quote	no quote	no quote	\$ 270.26
8" x 25"	no quote	no quote	no quote	\$ 443.69
8" x 30"	no quote	no quote	no quote	\$ 543.84
10" x 12 1/2"	no quote	no quote	no quote	\$ 257.87
10" x 15"	no quote	no quote	no quote	\$ 326.31
10" x 25"	no quote	no quote	no quote	\$ 524.49
10" x 30"	no quote	no quote	no quote	\$ 652.68
12" x 12 1/2"	no quote	no quote	no quote	\$ 295.74
12" x 15"	no quote	no quote	no quote	\$ 362.77
12" x 25"	no quote	no quote	no quote	\$ 600.23
12" x 30"	no quote	no quote	no quote	\$ 705.13
14" x 12 1/2"	no quote	no quote	no quote	\$ 736.22
14" x 15"	no quote	no quote	no quote	\$ 873.25
14" x 25"	no quote	no quote	no quote	\$ 1,474.27
14" x 30"	no quote	no quote	no quote	\$ 1,774.21
16" x 12 1/2"	no quote	no quote	no quote	\$ 769.02
16" x 15"	no quote	no quote	no quote	\$ 911.17
16" x 25"	no quote	no quote	no quote	\$ 1,540.21
16" x 30"	no quote	no quote	no quote	\$ 1,852.92
TOTALS	no quote	no quote	no quote	\$ 18,791.40
TOTALS WITH NO BIDS	no quote	no quote	no quote	\$ 18,791.40

2026-2027 City of Darien Water Department Parts Purchase List

Repair Clamps						
Smith & Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)						
226 Style (solid sleeve)		238 Style (with Corp hole)				
		3/4" corp hole	1" corp hole	1-1/2" corp hole	2" corp hole	
(Water Main Size x length)						
	Price		Price	Price	Price	Price
2" x 7 1/2"	76.59		115.07	112.86	no quote	
2" x 12 1/2"	125.080		163.54	163.54	no quote	
2" x 15"	142.07		180.55	180.55	no quote	
2" x 25"	237.14		no quote	no quote	no quote	
2" x 30"	282.76		no quote	no quote	no quote	
4" x 7 1/2"	103.00		141.48	141.80	154.30	
4" x 12 1/2"	166.51		204.98	204.98	217.81	
4" x 15"	205.39		243.86	243.86	256.67	
4" x 25"	349.01		367.34	367.34	377.13	
4" x 30"	423.13		434.93	434.93	447.440	
6" x 7 1/2"	120.00		158.47	158.47	171.30	183.48
6" x 12 1/2"	193.04		231.51	231.51	244.330	256.52
6" x 15"	225.10		263.58	263.58	276.40	288.58
6" x 25"	393.80		409.80	409.80	419.56	433.51
6" x 30"	469.46		481.54	481.54	497.28	505.24
8" x 7 1/2"	140.02		178.50	178.50	191.32	203.50
8" x 12 1/2"	225.02		263.50	263.50	276.33	288.51
8" x 15"	270.26		308.72	308.72	321.56	333.74
8" x 25"	443.69		457.11	457.11	493.98	501.95
8" x 30"	543.84		571.48	549.59	559.42	573.30
10" x 12 1/2"	257.87		296.34	296.34	309.15	321.35
10" x 15"	326.31		364.78	364.78	375.13	389.79
10" x 25"	524.49		562.97	562.97	573.36	584.78
10" x 30"	652.68		691.16	691.16	705.27	716.16
12" x 12 1/2"	295.74		334.22	334.22	347.04	359.23
12" x 15"	362.77		400.92	400.92	411.67	426.25
12" x 25"	600.23		636.50	636.50	649.13	660.54
12" x 30"	705.13		740.86	740.86	754.05	768.61
14" x 12 1/2"	736.22		771.97	771.97	785.17	796.65
14" x 15"	873.25		908.99	908.99	925.46	935.24
14" x 25"	1474.27		1510.01	1510.01	1523.15	1534.76
14" x 30"	1774.21		no quote	no quote	no quote	no quote
16" x 12 1/2"	769.02		805.38	805.38	815.08	829.44
16" x 15"	911.17		911.17	946.91	960.10	971.54
16" x 25"	1540.21		1575.96	1575.96	1589.17	1636.23
16" x 30"	1852.92		no quote	no quote	no quote	no quote
Type K Copper Pipe						
	Length	Price				
3/4"		call for pricing				
1"		call for pricing				
1-1/4"		call for pricing				
1-1/2"		Call for pricing				
2"		Call for pricing				

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90	no quote	
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00	no quote	
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10	no quote	
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20	no quote	
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30	no quote	
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands	no quote	
Mueller Super Centurion	no quote	
East Jordan CD250	no quote	
Waterous Pacer	no quote	
Clow Medallion	no quote	
Company Name:	Ferguson Enterprises dba Ferguson Waterworks	
Address:	1720 State St. Dekalb, IL 60115	
Submitted By-Print Name:	Blake Pilas	
Date:	11-11-2025	
Office Telephone Number:	815-756-2800	
Mobile Telephone Number:	815-761-3751	
E-mail Address:	samuel.dunklau@ferguson.com	
Authorized Signature:	<i>Blake Pilas</i>	

MOTION NO. _____

AGENDA MEMO

**City Council
February 2, 2026**

ISSUE STATEMENT

A motion accepting a proposal from Ferguson Waterworks for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 with stainless steel bolts at the proposed unit prices in various sizes for the maintenance of the water system for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of water main repair clamps to repair water main breaks throughout the City.

Competitive quotes were requested for the various repair items, and staff received one (1) quote on November 12, 2025. See [Attachment A](#). The sole bid was provided by Ferguson Waterworks. The request for quotes stipulated that pricing be held in place from May 1, 2026 through April 30, 2027.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion accepting a proposal from Ferguson Waterworks for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 with stainless steel bolts at the proposed unit prices in various sizes for the maintenance of the water system.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

MEMO

City of Darien Water Department Parts

Repair Clamps Smith & Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)				
238 Style (with Corp hole)				
Water Main Size x length	2026 Water Products Co	2026 Underground Pipe & Valve Co	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	3/4"			
	Price	Price	Price	Price
2" x 7 1/2"	no quote	no quote	no quote	\$ 115.07
2" x 12 1/2"	no quote	no quote	no quote	\$ 163.54
2" x 15"	no quote	no quote	no quote	\$ 180.55
2" x 25"	no quote	no quote	no quote	no quote
2" x 30"	no quote	no quote	no quote	no quote
4" x 7 1/2"	no quote	no quote	no quote	\$ 141.48
4" x 12 1/2"	no quote	no quote	no quote	\$ 204.98
4" x 15"	no quote	no quote	no quote	\$ 243.86
4" x 25"	no quote	no quote	no quote	\$ 367.34
4" x 30"	no quote	no quote	no quote	\$ 434.93
6" x 7 1/2"	no quote	no quote	no quote	\$ 158.47
6" x 12 1/2"	no quote	no quote	no quote	\$ 231.51
6" x 15"	no quote	no quote	no quote	\$ 263.58
6" x 25"	no quote	no quote	no quote	\$ 409.80
6" x 30"	no quote	no quote	no quote	\$ 481.54
8" x 7 1/2"	no quote	no quote	no quote	\$ 178.50
8" x 12 1/2"	no quote	no quote	no quote	\$ 263.50
8" x 15"	no quote	no quote	no quote	\$ 308.72
8" x 25"	no quote	no quote	no quote	\$ 457.11
8" x 30"	no quote	no quote	no quote	\$ 571.48
10" x 12 1/2"	no quote	no quote	no quote	\$ 296.34
10" x 15"	no quote	no quote	no quote	\$ 364.78
10" x 25"	no quote	no quote	no quote	\$ 562.97
10" x 30"	no quote	no quote	no quote	\$ 691.16
12" x 12 1/2"	no quote	no quote	no quote	\$ 334.22
12" x 15"	no quote	no quote	no quote	\$ 400.92
12" x 25"	no quote	no quote	no quote	\$ 636.50
12" x 30"	no quote	no quote	no quote	\$ 740.86
14" x 12 1/2"	no quote	no quote	no quote	\$ 771.97
14" x 15"	no quote	no quote	no quote	\$ 908.99
14" x 25"	no quote	no quote	no quote	\$ 1,510.01
14" x 30"	no quote	no quote	no quote	no quote
16" x 12 1/2"	no quote	no quote	no quote	\$ 805.38
16" x 15"	no quote	no quote	no quote	\$ 911.17
16" x 25"	no quote	no quote	no quote	\$ 1,575.96
16" x 30"	no quote	no quote	no quote	no quote
TOTAL	no quote	no quote	no quote	\$ 15,687.19
TOTALS WITH NO BIDS	no quote	no quote	no quote	

City of Darien Water Department Parts

Repair Clamps Smith & Blair Stainless Steel Repair Clamp w/Stainless Steel Bolts (NO EXCEPTIONS)				
238 Style (with Corp hole)				
Water Main Size x length	2026 Water Products Co	2026 Underground Pipe & Valve Co	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	1" corp hole			
	Price	Price	Price	Price
2" x 7 1/2"	no quote	no quote	no quote	\$ 112.86
2" x 12 1/2"	no quote	no quote	no quote	\$ 163.54
2" x 15"	no quote	no quote	no quote	\$ 180.55
2" x 25"	no quote	no quote	no quote	no quote
2" x 30"	no quote	no quote	no quote	no quote
4" x 7 1/2"	no quote	no quote	no quote	\$ 141.80
4" x 12 1/2"	no quote	no quote	no quote	\$ 204.98
4" x 15"	no quote	no quote	no quote	\$ 243.86
4" x 25"	no quote	no quote	no quote	\$ 367.34
4" x 30"	no quote	no quote	no quote	\$ 434.93
6" x 7 1/2"	no quote	no quote	no quote	\$ 158.47
6" x 12 1/2"	no quote	no quote	no quote	\$ 231.51
6" x 15"	no quote	no quote	no quote	\$ 263.58
6" x 25"	no quote	no quote	no quote	\$ 409.80
6" x 30"	no quote	no quote	no quote	\$ 481.54
8" x 7 1/2"	no quote	no quote	no quote	\$ 178.50
8" x 12 1/2"	no quote	no quote	no quote	\$ 263.50
8" x 15"	no quote	no quote	no quote	\$ 308.72
8" x 25"	no quote	no quote	no quote	\$ 457.11
8" x 30"	no quote	no quote	no quote	\$ 549.59
10" x 12 1/2"	no quote	no quote	no quote	\$ 296.34
10" x 15"	no quote	no quote	no quote	\$ 364.78
10" x 25"	no quote	no quote	no quote	\$ 562.97
10" x 30"	no quote	no quote	no quote	\$ 691.16
12" x 12 1/2"	no quote	no quote	no quote	\$ 334.22
12" x 15"	no quote	no quote	no quote	\$ 400.92
12" x 25"	no quote	no quote	no quote	\$ 636.50
12" x 30"	no quote	no quote	no quote	\$ 740.86
14" x 12 1/2"	no quote	no quote	no quote	\$ 771.97
14" x 15"	no quote	no quote	no quote	\$ 908.99
14" x 25"	no quote	no quote	no quote	\$ 1,510.01
14" x 30"	no quote	no quote	no quote	no quote
16" x 12 1/2"	no quote	no quote	no quote	\$ 805.38
16" x 15"	no quote	no quote	no quote	\$ 946.91
16" x 25"	no quote	no quote	no quote	\$ 1,575.96
16" x 30"	no quote	no quote	no quote	no quote
TOTAL	no quote	no quote	no quote	\$ 15,699.15
TOTALS WITH NO BIDS	no quote	no quote	no quote	

City of Darien Water Department Parts

Smith & Blair Stainless Steel Repair Clamp w/Stainless Steel Bolts (NO EXCEPTIONS)				
238 Style (withCorp hole)				
Water Main Size x length	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	1 1/2" corp hole			
	Price	Price	Price	Price
2" x 7 1/2"	no quote	no quote	no quote	no quote
2" x 12 1/2"	no quote	no quote	no quote	no quote
2" x 15"	no quote	no quote	no quote	no quote
2" x 25"	no quote	no quote	no quote	no quote
2" x 30"	no quote	no quote	no quote	no quote
4" x 7 1/2"	no quote	no quote	no quote	\$ 154.30
4" x 12 1/2"	no quote	no quote	no quote	\$ 217.81
4" x 15"	no quote	no quote	no quote	\$ 256.67
4" x 25"	no quote	no quote	no quote	\$ 377.13
4" x 30"	no quote	no quote	no quote	\$ 447.44
6" x 7 1/2"	no quote	no quote	no quote	\$ 171.30
6" x 12 1/2"	no quote	no quote	no quote	\$ 244.33
6" x 15"	no quote	no quote	no quote	\$ 276.40
6" x 25"	no quote	no quote	no quote	\$ 419.56
6" x 30"	no quote	no quote	no quote	\$ 497.28
8" x 7 1/2"	no quote	no quote	no quote	\$ 191.32
8" x 12 1/2"	no quote	no quote	no quote	\$ 276.33
8" x 15"	no quote	no quote	no quote	\$ 321.56
8" x 25"	no quote	no quote	no quote	\$ 493.98
8" x 30"	no quote	no quote	no quote	\$ 559.42
10" x 12 1/2"	no quote	no quote	no quote	\$ 309.15
10" x 15"	no quote	no quote	no quote	\$ 375.13
10" x 25"	no quote	no quote	no quote	\$ 573.36
10" x 30"	no quote	no quote	no quote	\$ 705.27
12" x 12 1/2"	no quote	no quote	no quote	\$ 347.04
12" x 15"	no quote	no quote	no quote	\$ 411.67
12" x 25"	no quote	no quote	no quote	\$ 649.13
12" x 30"	no quote	no quote	no quote	\$ 754.05
14" x 12 1/2"	no quote	no quote	no quote	\$ 785.17
14" x 15"	no quote	no quote	no quote	\$ 925.46
14" x 25"	no quote	no quote	no quote	\$ 1,523.15
14" x 30"	no quote	no quote	no quote	no quote
16" x 12 1/2"	no quote	no quote	no quote	\$ 815.08
16" x 15"	no quote	no quote	no quote	\$ 960.10
16" x 25"	no quote	no quote	no quote	\$ 1,589.17
16" x 30"	no quote	no quote	no quote	no quote
TOTAL	no quote	no quote	no quote	\$ 15,627.76
TOTALS WITH NO BIDS	no quote	no quote	no quote	

City of Darien Water Department Parts

Smith & Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)				
238 Style (with Corp hole)				
Water Main Size x length	2026 Water Products Co	2026 Underground Pipe & Valve Co	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	2" corp hole			
	Price	Price	Price	Price
2" x 7 1/2"				
2" x 12 1/2"				
2" x 15"				
2" x 25"				
2" x 30"				
4" x 7 1/2"				
4" x 12 1/2"				
4" x 15"				
4" x 25"				
4" x 30"				
6" x 7 1/2"	no quote	no quote	no quote	\$ 183.48
6" x 12 1/2"	no quote	no quote	no quote	\$ 256.52
6" x 15"	no quote	no quote	no quote	\$ 288.58
6" x 25"	no quote	no quote	no quote	\$ 433.51
6" x 30"	no quote	no quote	no quote	\$ 505.24
8" x 7 1/2"	no quote	no quote	no quote	\$ 203.50
8" x 12 1/2"	no quote	no quote	no quote	\$ 288.51
8" x 15"	no quote	no quote	no quote	\$ 333.74
8" x 25"	no quote	no quote	no quote	\$ 501.95
8" x 30"	no quote	no quote	no quote	\$ 573.30
10" x 12 1/2"	no quote	no quote	no quote	\$ 321.35
10" x 15"	no quote	no quote	no quote	\$ 389.79
10" x 25"	no quote	no quote	no quote	\$ 584.78
10" x 30"	no quote	no quote	no quote	\$ 716.16
12" x 12 1/2"	no quote	no quote	no quote	\$ 359.23
12" x 15"	no quote	no quote	no quote	\$ 426.25
12" x 25"	no quote	no quote	no quote	\$ 660.54
12" x 30"	no quote	no quote	no quote	\$ 768.61
14" x 12 1/2"	no quote	no quote	no quote	\$ 796.65
14" x 15"	no quote	no quote	no quote	\$ 935.24
14" x 25"	no quote	no quote	no quote	\$ 1,534.76
14" x 30"	no quote	no quote	no quote	no quote
16" x 12 1/2"	no quote	no quote	no quote	\$ 829.44
16" x 15"	no quote	no quote	no quote	\$ 971.54
16" x 25"	no quote	no quote	no quote	\$ 1,636.23
16" x 30"	no quote	no quote	no quote	no quote
TOTAL	no quote	no quote	no quote	\$ 14,498.90
TOTAL WITH NO BID	no quote	no quote	no quote	

2026-2027 City of Darien Water Department Parts Purchase List

Repair Clamps						
Smith & Blair Stainless Steel Repair Clamp with Stainless Steel Bolts (NO EXCEPTIONS)						
226 Style (solid sleeve)			238 Style (with Corp hole)			
			3/4" corp hole	1" corp hole	1-1/2" corp hole	2" corp hole
(Water Main Size x length)						
	Price		Price	Price	Price	Price
2" x 7 1/2"	76.59		115.07	112.86	no quote	
2" x 12 1/2"	125.080		163.54	163.54	no quote	
2" x 15"	142.07		180.55	180.55	no quote	
2" x 25"	237.14		no quote	no quote	no quote	
2" x 30"	282.76		no quote	no quote	no quote	
4" x 7 1/2"	103.00		141.48	141.80	154.30	
4" x 12 1/2"	166.51		204.98	204.98	217.81	
4" x 15"	205.39		243.86	243.86	256.67	
4" x 25"	349.01		367.34	367.34	377.13	
4" x 30"	423.13		434.93	434.93	447.440	
6" x 7 1/2"	120.00		158.47	158.47	171.30	183.48
6" x 12 1/2"	193.04		231.51	231.51	244.330	256.52
6" x 15"	225.10		263.58	263.58	276.40	288.58
6" x 25"	393.80		409.80	409.80	419.56	433.51
6" x 30"	469.46		481.54	481.54	497.28	505.24
8" x 7 1/2"	140.02		178.50	178.50	191.32	203.50
8" x 12 1/2"	225.02		263.50	263.50	276.33	288.51
8" x 15"	270.26		308.72	308.72	321.56	333.74
8" x 25"	443.69		457.11	457.11	493.98	501.95
8" x 30"	543.84		571.48	549.59	559.42	573.30
10" x 12 1/2"	257.87		296.34	296.34	309.15	321.35
10" x 15"	326.31		364.78	364.78	375.13	389.79
10" x 25"	524.49		562.97	562.97	573.36	584.78
10" x 30"	652.68		691.16	691.16	705.27	716.16
12" x 12 1/2"	295.74		334.22	334.22	347.04	359.23
12" x 15"	362.77		400.92	400.92	411.67	426.25
12" x 25"	600.23		636.50	636.50	649.13	660.54
12" x 30"	705.13		740.86	740.86	754.05	768.61
14" x 12 1/2"	736.22		771.97	771.97	785.17	796.65
14" x 15"	873.25		908.99	908.99	925.46	935.24
14" x 25"	1474.27		1510.01	1510.01	1523.15	1534.76
14" x 30"	1774.21		no quote	no quote	no quote	no quote
16" x 12 1/2"	769.02		805.38	805.38	815.08	829.44
16" x 15"	911.17		911.17	946.91	960.10	971.54
16" x 25"	1540.21		1575.96	1575.96	1589.17	1636.23
16" x 30"	1852.92		no quote	no quote	no quote	no quote
Type K Copper Pipe						
	Length	Price				
3/4"		call for pricing				
1"		call for pricing				
1-1/4"		call for pricing				
1-1/2"		Call for pricing				
2"		Call for pricing				

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90	no quote	
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00	no quote	
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10	no quote	
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20	no quote	
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30	no quote	
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands	no quote	
Mueller Super Centurion	no quote	
East Jordan CD250	no quote	
Waterous Pacer	no quote	
Clow Medallion	no quote	
Company Name:	Ferguson Enterprises dba Ferguson Waterworks	
Address:	1720 State St. Dekalb, IL 60115	
Submitted By-Print Name:	Blake Pilas	
Date:	11-11-2025	
Office Telephone Number:	815-756-2800	
Mobile Telephone Number:	815-761-3751	
E-mail Address:	samuel.dunklau@ferguson.com	
Authorized Signature:	<i>Blake Pilas</i>	

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion accepting a proposal from Water Products Company for various water valves for the maintenance of the water system at the proposed unit price for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of various water valves to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received one (1) quote on November 12, 2025. The sole bid was from Water Products Company. See [Attachment A](#). The request for quotes stipulated that pricing be held in place through April 30, 2027. The proposal also called out for two optional extensions for 2027 and 2028.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$50,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion with Water Products Company.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



City of Darien Water Department Parts

Attachment A

American Flow Control Valves

	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	Price	Price	Price	Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90	\$ 1,007.71	no quote	no quote	no quote
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00	\$ 1,290.09	no quote	no quote	no quote
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10	\$ 1,972.39	no quote	no quote	no quote
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20	\$ 3,057.24	no quote	no quote	no quote
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30	\$ 3,855.52	no quote	no quote	no quote
TOTALS	\$ 11,182.95	no quote	no quote	no quote

MEMO

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		1007.71
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		1240.09
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		1972.39
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		3057.24
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		3855.52
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands		
Mueller Super Centurion	—	
East Jordan CD250	—	
Waterous Pacer	5650	
Clow Medallion	5485	
Company Name:	WATER PRODUCTS COMPANY	
Address:	3255 E. NEW YORK ST. AURORA, IL 60504	
Submitted By-Print Name:	ADAM DOWD	
Date:	11/10/25	
Office Telephone Number:	630-898-6100	
Mobile Telephone Number:		
E-mail Address:	ADAM.D@WATERPRODUCTSCOMPANY.COM	
Authorized Signature:	<i>Adam Dowd</i>	

MOTION NO. _____

AGENDA MEMO

City Council

February 2, 2026

ISSUE STATEMENT

A motion accepting a proposal from Underground Pipe & Valve Co., for Mueller Brand brass fittings at the proposed unit prices for the maintenance of the water system for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of water main brass fittings to repair water- system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received two (2) responsive quotes. See [Attachment A](#). The lowest, most complete was provided by Underground Pipe & Valve, Co.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main brass fittings would not exceed \$8,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion with Underground Pipe & Valve Co.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

City of Darien Water Department Parts

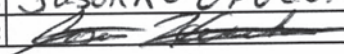
No Lead Brass Fittings (Mueller Brand Only)

	2026 Water Products Company	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	Price	Price	Price	Price
3/4" Flare Roundway (B-25154)	no quote	\$ 92.05	no quote	no quote
3/4" Flare Corporation Stop (H-15000)	no quote	\$ 38.20	no quote	no quote
3/4" Flare Coupling (H-15400)	no quote	\$ 21.10	no quote	no quote
3/4" Compression Roundway (B-25155)	no quote	\$ 91.00	no quote	no quote
3/4" Compression Corporation Stop (H-15008)	no quote	\$ 41.05	no quote	no quote
3/4" Compression Coupling (H-15403)	no quote	\$ 22.85	no quote	no quote
1" Flare Roundway (B-25154)	no quote	\$ 123.20	no quote	no quote
1" Flare Corporation Stop (H-15008)	no quote	\$ 57.95	no quote	no quote
1" Flare Coupling (H-15400)	no quote	\$ 37.00	no quote	no quote
1" Compression Roundway (B-25155)	no quote	\$ 131.80	no quote	no quote
1" Compression Corporation Stop (H-15008)	no quote	\$ 61.70	no quote	no quote
1" Compression Coupling (H-15403)	no quote	\$ 26.05	no quote	no quote
1-1/4" Flare Roundway (B-25154)	no quote	\$ 205.55	no quote	no quote
1-1/4" Flare Corporation Stop (H-15000)	no quote	\$ 175.90	no quote	no quote
1-1/4" Flare Coupling (H-15400)	no quote	\$ 76.10	no quote	no quote
1-1/4" Compression Roundway (B-44-555M)	no quote	\$ 205.55	no quote	no quote
1-1/4" Compression Corporation Stop (FB-1000-55)	no quote	\$ 169.90	no quote	no quote
1-1/4" Compression Coupling (H-15403)	no quote	\$ 45.30	no quote	no quote
1-1/2" Flare Roundway (B-25154)	no quote	\$ 289.45	no quote	no quote
1-1/2" Flare Corporation Stop (B-25155)	no quote	\$ 233.85	no quote	no quote
1-1/2" Flare Coupling (H-15400)	no quote	\$ 111.40	no quote	no quote
1-1/2" Compression Roundway (B-25209)	no quote	\$ 297.15	no quote	no quote
1-1/2" Compression Corporation Stop (B-25008)	no quote	\$ 177.85	no quote	no quote
1-1/2" Compression Coupling (H-15403)	no quote	\$ 87.90	no quote	no quote
2" Flare Roundway (B-25154)	no quote	\$ 468.35	no quote	no quote
2" Flare Corporation Stop (B-25000)	no quote	\$ 310.70	no quote	no quote
2" Flare Coupling (H-15400)	no quote	\$ 181.80	no quote	no quote
2" Compression Roundway (B-25155)	no quote	\$ 426.45	no quote	no quote
2" Compression Corporation Stop (B-25008)	no quote	\$ 294.20	no quote	no quote
2" Compression Coupling (H-15403)	no quote	\$ 118.70	no quote	no quote
SUB TOTAL	no quote	\$ 4,620.05	no quote	no quote
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REP-22)	no quote	\$ 107.60	no quote	\$ 114.93
1x10.50 Ball Curb CTS x CTS - No Lead (76100REP-22)	no quote	\$ 153.20	no quote	\$ 163.57
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REPG)	no quote	\$ 107.60	no quote	\$ 114.92
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REPQ)	no quote	\$ 107.60	no quote	\$ 114.92
1x10.50 Ball Curb CTS x CTS - No Lead (76100REPQ)	no quote	\$ 153.20	no quote	\$ 163.57
3/4x10.50 Ball Curb Flare x CTS - No Lead (76100REPCQ)	no quote	\$ 119.85	no quote	no quote
3/4x10.12 Ball Curb CTS x CTS with Lock Wing - No Lead (76100WREPQ)	no quote	\$ 110.25	no quote	\$ 117.78
3/4x9.75 Ball Curb FNPT x CTS - No Lead (76102REPQ)	no quote	\$ 97.40	no quote	\$ 104.06
1x10.25 Ball Curb FNPT x CTS - No Lead (76102REPQ)	no quote	\$ 140.30	no quote	\$ 149.80
3/4x10.12 Minn. Ball Curb CTS x CTS - No Lead (76104REPQ)	no quote	\$ 115.30	no quote	\$ 123.16
1x10.50 Minn. Ball Curb CTS x CTS - No Lead (76104REPQ)	no quote	\$ 159.45	no quote	\$ 171.76
3/4x10.50 Minn. Ball Curb Flare x CTS - No Lead (76104REPCQ)	no quote	\$ 127.50	no quote	\$ 136.21
1x10.25 Minn. Ball Valve FNPT x CTS - No Lead (76106REPQ)	no quote	\$ 147.90	no quote	\$ 157.95
3/4x10.50 Ball Curb CTS x MNPT - No Lead (76107REPQ)	no quote	\$ 109.30	no quote	\$ 116.72
1x11.12 Ball Curb CTS x MNPT - No Lead (76104REPQ)	no quote	\$ 147.80	no quote	\$ 157.83
SUB TOTAL	no quote	\$ 1,904.25	no quote	\$ 1,907.18
TOTAL	no quote	\$ 6,524.30	no quote	\$ 1,907.18
TOTALS WITH NO BIDS	no quote	\$ 1,784.40	no quote	\$ 1,907.18

2026-2027 City of Darien Water Department Parts Purchase List

No Lead Brass - Fittings (Mueller Brand Only)			Price
3/4" Flare Roundway (B-25154)			92.05-
3/4" Flare Corporation Stop (H-15000)			38.20-
3/4" Flare Coupling (H-15400)			21.10-
3/4" Compression Roundway (B-25155)			91-
3/4" Compression Corporation Stop (H-15008)			41.05-
3/4" Compression Coupling (H-15403)			22.85-
1" Flare Roundway (B-25154)			123.20-
1" Flare Corporation Stop (H-15008)			57.95-
1" Flare Coupling (H-15400)			37-
1" Compression Roundway (B-25155)			131.80-
1" Compression Corporation Stop (H-15008)			61.70-
1" Compression Coupling (H-15403)			26.05-
1-1/4" Flare Roundway (B-25154)			205.55-
1-1/4" Flare Corporation Stop (H-15000)			175.90-
1-1/4" Flare Coupling (H-15400)			76.10-
1-1/4" Compression Roundway (B-44-555M)			205.55-
1-1/4" Compression Corporation Stop (FB-1000-55)			169.90-
1-1/4" Compression Coupling (H-15403)			45.30-
1-1/2" Flare Roundway (B-25154)			289.45-
1-1/2" Flare Corporation Stop (B-25155)			233.85-
1-1/2" Flare Coupling (H-15400)			111.40-
1-1/2" Compression Roundway (B-25209)			297.15-
1-1/2" Compression Corporation Stop (B-25008)			177.85-
1-1/2" Compression Coupling (H-15403)			87.90-
2" Flare Roundway (B-25154)			468.35-
2" Flare Corporation Stop (B-25000)			310.70-
2" Flare Coupling (H-15400)			181.80-
2" Compression Roundway (B-25155)			426.45-
2" Compression Corporation Stop (B-25008)			294.20-
2" Compression Coupling (H-15403)			118.70-
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REP-22)			107.60-
1x10.50 Ball Curb CTS x CTS - No Lead (76100REP-22)			153.20-
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REPG)			107.60-
3/4x10.12 Ball Curb CTS x CTS - No Lead (76100REPG)			107.60-
1x10.50 Ball Curb CTS x CTS - No Lead (76100REPG)			153.20-
3/4x10.50 Ball Curb Flare x CTS - No Lead (76100REPCQ)			119.85-
3/4x10.12 Ball Curb CTS x CTS with Lock Wing - No Lead (76100WREPG)			110.25-
3/4x9.75 Ball Curb FNPT x CTS - No Lead (76102REPG)			97.40-
1x10.25 Ball Curb FNPT x CTS - No Lead (76102REPG)			140.30-
3/4x10.12 Minn. Ball Curb CTS x CTS - No Lead (76104REPG)			115.30-
1x10.50 Minn. Ball Curb CTS x CTS - No Lead (76104REPG)			159.45-
3/4x10.50 Minn. Ball Curb Flare x CTS - No Lead (76104REPCQ)			127.50-
1x10.25 Minn. Ball Valve FNPT x CTS - No Lead (76106REPG)			147.90-
3/4x10.50 Ball Curb CTS x MNPT - No Lead (76107REPG)			109.30-
1x11.12 Ball Curb CTS x MNPT - No Lead (76104REPG)			147.80-

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		N/A
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		↓
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		↓
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		↓
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		✓
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands		
Mueller Super Centurion	N/A	
East Jordan CD250	↓	
Waterous Pacer	✓	
Clow Medallion	4995-	
Company Name:	Underground Pipe & Valve CO	
Address:	211 Amendodge Dr. Shorewood, IL 60404	
Submitted By-Print Name:	Jason Henschen	
Date:	11-4-25	
Office Telephone Number:	815-730-1180	
Mobile Telephone Number:	815-509-9402	
E-mail Address:	jasonh@UPVCO.com	
Authorized Signature:		

MOTION NO. _____

AGENDA MEMO

**City Council
February 2, 2026**

ISSUE STATEMENT

A motion accepting a proposal from Ferguson Waterworks for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of various utility tools and marking supplies to repair water-system related items throughout the City.

On November 12, 2025, staff received competitive quotes for the various tools and marking supplies, and staff received four (4) quotes. See [Attachment A](#). The request for quotes stipulated that pricing be held in place through April 30, 2027. The request for quotes included two optional extensions for 2027 and 2028.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion with Ferguson Waterworks.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

City of Darien Water Department Parts

General Water Department Utility Tools & Utility Marking Supplies (MADE IN THE USA NO EXCEPTIONS)					
		2026 Water Products Company	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.	2026 Ferguson Waterworks
		Price	Price	Price	Price
Adjustable Fire Hydrant Wrench		\$ 27.00	\$ 39.00	no quote	\$ 65.28
Richardson 2' Pentagon Key w/Snap on Socket		\$ 117.00	\$ 115.00	no quote	no quote
TOTALS		\$ 144.00	\$ 154.00	no quote	\$ 65.28
TOTALS WITH NO BIDS		\$ 27.00	\$ 39.00	no quote	\$ 65.28
Gavin - 6' Curb Box/Service Key (Solid)		\$ 60.00	\$ 52.00	no quote	\$ 62.18
Gavin - 7' Curb Box/Service Key (Solid)		\$ 67.00	\$ 58.00	no quote	\$ 66.83
Gavin - 8' Curb Box/Service Key (Solid)		\$ 72.00	\$ 62.00	no quote	\$ 71.94
TOTALS		\$ 199.00	\$ 172.00	no quote	\$ 200.95
8' 4-way Swivel Valve Key (with 2" Square)		no quote	no quote	no quote	\$ 141.71
Pollard - 6' T-Handle Clean out tool		no quote	no quote	no quote	\$ 270.00
Pollard - 7' T-Handle Clean out tool		no quote	no quote	no quote	\$ 290.00
Pollard - 8' T-Handle Clean out tool		no quote	no quote	no quote	\$ 300.00
TOTALS		no quote	no quote	no quote	\$ 1,001.71
TOTALS WITH NO BIDS		no quote	no quote	no quote	\$ 1,001.71
Richardson - Pipe Descaler (36" long)		no quote	\$ 216.00	no quote	\$ 180.00
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)		\$ 97.00	\$ 125.00	no quote	\$ 103.00
Manhole hooks (2')		\$ 29.00	\$ 30.00	\$ 49.76	\$ 41.00
Manhole hooks (3')		\$ 39.00	\$ 38.00	\$ 73.07	\$ 52.00
Manhole hooks (4')		no quote	no quote	no quote	no quote
3 Foot - Mighty Probe Insulated T-Handle		\$ 98.00	no quote	no quote	\$ 87.00
4 Foot - Mighty Probe Insulated T-Handle		\$ 98.00	no quote	no quote	\$ 89.00
TOTALS		\$ 361.00	\$ 409.00	\$ 122.83	\$ 552.00
TOTALS WITH NO BIDS		\$ 68.00	\$ 68.00	\$ 122.83	\$ 93.00
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)		\$ 120.00	no quote	no quote	\$ 386.39
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)		no quote	no quote	no quote	\$ 499.45
Iron Pipe Thread to National Standard Thread Coupling		\$ 27.00	no quote	no quote	\$ 40.29
TOTALS		\$ 147.00	no quote	no quote	\$ 926.13
TOTALS WITH NO BIDS		\$ 147.00	no quote	no quote	\$ 926.13
Krylon Inverted Blue Marking Paint	can price	\$ 6.75	no quote	no quote	\$ 4.69
Krylon Inverted Red Marking Paint	can price	\$ 6.75	no quote	no quote	\$ 4.69
Krylon Inverted Green Marking Paint	can price	\$ 6.75	no quote	no quote	\$ 4.69
Krylon Inverted White Marking Paint	can price	\$ 6.76	no quote	no quote	\$ 4.69
Krylon Inverted Purple Marking Paint	can price	\$ 6.75	no quote	no quote	\$ 4.69
Krylon Inverted Orange Marking Paint	can price	\$ 6.75	no quote	no quote	\$ 4.69
TOTALS		\$ 40.51	no quote	no quote	\$ 28.14
21" Blue Marking Flags	100 count	\$ 11.00	\$ 33.00	no quote	\$ 11.53
21" Red Marking Flags	100 count	\$ 11.00	\$ 33.00	no quote	\$ 11.53
21" Green Marking Flags	100 count	\$ 11.00	\$ 33.00	no quote	\$ 11.53
21" White Marking Flags	100 count	\$ 11.00	\$ 33.00	no quote	\$ 11.53
21" Purple Marking Flags	100 count	\$ 11.00	\$ 33.00	no quote	\$ 10.84
TOTALS		\$ 55.00	\$ 165.00	no quote	\$ 56.96
TOTALS		\$ 536.51	\$ 900.00	no quote	\$ 2,831.17
TOTALS WITH NO BIDS		\$ 536.51	\$ 444.00	\$ 122.83	\$ 2,372.17

2026-2027 City of Darien Water Department Parts Purchase List

General Water Department Utility Tools & Utility Marking Supplies (MADE IN THE USA NO EXCEPTIONS)			
			Price
Adjustable Fire Hydrant Wrench			65.28
Richardson 2' Pentagon Key w/Snap on Socket	no quote		
Gavin - 6' Curb Box/Service Key (Solid)			62.18
Gavin - 7' Curb Box/Service Key (Solid)			66.83
Gavin - 8' Curb Box/Service Key (Solid)			71.94
8' 4-way Swivel Valve Key (with 2" Square)			141.71
Pollard - 6' T-Handle Clean out tool			\$270.00
Pollard - 7' T-Handle Clean out tool			\$290.00
Pollard - 8' T-Handle Clean out tool			\$300.00
Richardson - Pipe Descaler (36" long)			\$180.00
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)			\$103.00
Manhole hooks (2')			\$41.00
Manhole hooks (3')			\$52.00
Manhole hooks (4')	no quote		No Quote
3 Foot - Mighty Probe Insulated T-Handle			\$87.00
4 Foot - Mighty Probe Insulated T-Handle			\$89.00
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)			386.39
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)			499.45
Iron Pipe Thread to National Standard Thread Coupling			40.29
		Price/Can	Size Can (OZ)
Krylon Inverted Blue Marking Paint Rust-Oleum		4.69	17 OZ
Krylon Inverted Red Marking Paint Rust-Oleum		4.69	17 OZ
Krylon Inverted Green Marking Paint Rust-Oleum		4.69	17 OZ
Krylon Inverted White Marking Paint Rust-Oleum		4.69	17 OZ
Krylon Inverted Purple Marking Paint Rust-Oleum		4.96	17 OZ
Krylon Inverted Orange Marking Paint Rust-Oleum		4.96	17 OZ
		Price/100 count	
21" Blue Marking Flags		11.53	per 100 count
21" Red Marking Flags		11.53	per 100 count
21" Green Marking Flags		11.53	per 100 count
21" White Marking Flags		11.53	per 100 count
21" Purple Marking Flags		10.84	per 100 count

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90	no quote	
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00	no quote	
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10	no quote	
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20	no quote	
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30	no quote	
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands	no quote	
Mueller Super Centurion	no quote	
East Jordan CD250	no quote	
Waterous Pacer	no quote	
Clow Medallion	no quote	
Company Name:	Ferguson Enterprises dba Ferguson Waterworks	
Address:	1720 State St. Dekalb, IL 60115	
Submitted By-Print Name:	Blake Pilas	
Date:	11-11-2025	
Office Telephone Number:	815-756-2800	
Mobile Telephone Number:	815-761-3751	
E-mail Address:	samuel.dunklau@ferguson.com	
Authorized Signature:	<i>Blake Pilas</i>	

MOTION NO. _____

AGENDA MEMO

**City Council
February 2, 2026**

ISSUE STATEMENT

A motion accepting a proposal from Underground Pipe & Valve Company for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of various utility fixtures to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received four (4) quotes on November 12, 2025. See [Attachment A](#). The request for quotes included two optional extensions for 2027 and 2028.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Underground Pipe & Valve Company

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda Under New Business for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

City of Darien Water Department Parts

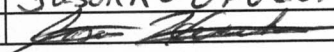
General Water Department Utility Fixtures (Made in the USA No Exceptions)

Valve Prices to include Megalug Accessories	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	Price	Price	Price	Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote
6" Megalug Assembly for Ductile Iron Pipe	\$ 70.00	\$ 59.00	\$ 69.45	\$ 71.24
8" Megalug Assembly for Ductile Iron Pipe	\$ 88.50	\$ 78.00	\$ 90.08	\$ 95.14
10" Megalug Assembly for Ductile Iron Pipe	\$ 123.50	\$ 112.00	\$ 127.39	\$ 135.90
12" Megalug Assembly for Ductile Iron Pipe	\$ 160.00	\$ 147.00	\$ 165.22	\$ 179.60
Total	\$ 442.00	\$ 396.00	\$ 452.14	\$ 481.88
TOTALS ADJUSTMENT WITH NO BID	\$ 442.00	\$ 396.00	\$ 452.14	\$ 481.88
6" Cut-In Sleeve w/ Megalug accessories	\$ 1,067.00	\$ 925.00	no quote	\$ 912.17
8" Cut-In Sleeve w/ Megalug accessories	\$ 1,336.00	\$ 1,200.00	no quote	\$ 1,146.98
10" Cut-In Sleeve w/ Megalug accessories	\$ 1,654.00	\$ 1,480.00	no quote	\$ 1,467.49
12" Cut-In Sleeve w/ Megalug accessories	\$ 2,198.00	\$ 1,970.00	no quote	\$ 1,896.20
6" Solid Sleeve w/ Megalug accessories	\$ 306.00	\$ 260.00	no quote	\$ 216.71
8" Solid Sleeve w/ Megalug accessories	\$ 393.00	\$ 340.00	no quote	\$ 285.81
10" Solid Sleeve w/ Megalug accessories	\$ 568.00	\$ 500.00	no quote	\$ 414.67
12" Solid Sleeve w/ Megalug accessories	\$ 760.00	\$ 665.00	no quote	\$ 550.52
Total	\$ 8,282.00	\$ 7,340.00	no quote	\$ 6,890.55
TOTALS ADJUSTMENT WITH NO BID	\$ 8,282.00	\$ 7,340.00	no quote	\$ 6,890.55
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)	no quote	\$ 65.35	no quote	no quote
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)	no quote	\$ 97.80	no quote	no quote
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)	no quote	no quote	no quote	no quote
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)	no quote	\$ 18.10	no quote	no quote
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)	no quote	\$ 15.85	no quote	no quote
Mueller 2-1/2" Expandable Repair Lid (H-10374)	no quote	\$ 16.00	no quote	no quote
Total	no quote	\$ 213.10	no quote	no quote
TOTALS ADJUSTMENT WITH NO BID	no quote	\$ 213.10	no quote	no quote
Valve Box (664-S)	\$ 289.00	\$ 230.00	\$ 290.87	\$ 230.30
18" Valve Box Extension (#59)	\$ 102.00	\$ 85.00	\$ 88.13	\$ 83.30
24" Valve Box Extension (#60)	\$ 103.00	\$ 86.00	\$ 93.01	\$ 84.12
5-1/2" Valve Box Lid	\$ 22.00	\$ 20.00	\$ 27.56	\$ 17.97
Valve Box Stabilizer (plastic)	\$ 32.00	\$ 30.00	\$ 40.00	no quote
Valve Box Stabilizer (rubber)	\$ 62.00	no quote	no quote	no quote
Shear Guard 6" Clay to Plastic Non Shear Coupling	\$ 52.00	\$ 60.00	no quote	\$ 86.99
Shear Guard 6" Plastic to Plastic Non Shear Coupling	\$ 39.00	\$ 100.00	no quote	\$ 66.66
Total	\$ 701.00	\$ 611.00	\$ 539.57	\$ 569.34
TOTALS ADJUSTMENT WITH NO BID	\$ 516.00	\$ 421.00	\$ 499.57	\$ 415.69
Hymax Coupling 1-1/2"	no quote	no quote	no quote	\$ 151.51
Hymax Coupling 2"	\$ 191.50	no quote	no quote	\$ 159.74
Hymax Coupling 3"	\$ 252.50	no quote	no quote	\$ 210.72
Hymax Coupling 4"	\$ 323.50	no quote	no quote	\$ 270.01
Hymax Coupling 6"	\$ 428.50	no quote	no quote	\$ 357.60
Hymax Coupling 8"	\$ 484.00	no quote	no quote	\$ 403.74
Hymax Coupling 10"	\$ 622.50	no quote	no quote	\$ 519.38
Hymax Coupling 12"	\$ 735.00	no quote	no quote	\$ 613.04
Total	\$ 3,037.50	no quote	no quote	\$ 2,685.74
TOTALS ADJUSTMENT WITH NO BID	\$ 3,037.50	no quote	no quote	\$ 2,534.23
1-1/4" B-Box Riser Threaded with set screw - 6" height	\$ 19.50	\$ 22.00	no quote	\$ 25.14
1-1/4" B-Box Riser Threaded with set screw - 12" height	\$ 39.00	\$ 39.00	no quote	\$ 43.36
1-1/4" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 57.00	no quote	\$ 58.97
1-1/2" B-Box Riser Threaded with set screw - 6" height	\$ 21.50	\$ 28.00	no quote	\$ 32.49
1-1/2" B-Box Riser Threaded with set screw - 12" height	\$ 40.50	\$ 52.00	no quote	\$ 50.33
1-1/2" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 70.00	no quote	\$ 65.25
2" B-Box Riser Threaded with set screw - 6" height	no quote	\$ 65.00	no quote	\$ 38.40
2" B-Box Riser Threaded with set screw - 12" height	no quote	\$ 75.00	no quote	\$ 53.72
2" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 100.00	no quote	no quote
Total	\$ 120.50	\$ 508.00	no quote	\$ 367.66
TOTALS ADJUSTMENT WITH NO BID	\$ 120.50	\$ 141.00	no quote	\$ 151.32
TOTALS	\$ 12,583.00	\$ 9,068.10	\$ 991.71	\$ 10,995.17
TOTALS ADJUSTMENT WITH NO BID	\$ 12,398.00	\$ 8,511.10	\$ 951.71	\$ 10,473.67

2026-2027 City of Darien Water Department Parts Purchase List

General Water Department Utility Fixtures (Made in the USA No Exceptions)		
Valve Prices to include Megalug Accessories		Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends		N/A
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends		
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends		
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends		✓
6" Megalug Assembly for Ductile Iron Pipe		59-
8" Megalug Assembly for Ductile Iron Pipe		78-
10" Megalug Assembly for Ductile Iron Pipe		112-
12" Megalug Assembly for Ductile Iron Pipe		147-
6" Cut-In Sleeve w/ Megalug accessories		925-
8" Cut-In Sleeve w/ Megalug accessories		1200-
10" Cut-In Sleeve w/ Megalug accessories		1480-
12" Cut-In Sleeve w/ Megalug accessories		1970-
6" Solid Sleeve w/ Megalug accessories		260-
8" Solid Sleeve w/ Megalug accessories		340-
10" Solid Sleeve w/ Megalug accessories		500-
12" Solid Sleeve w/ Megalug accessories		665-
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)		65.35-
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)		97.80-
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)		N/A
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)		18.10-
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)		15.85-
Mueller 2-1/2" Expandable Repair Lid (H-10374)		16-
Valve Box (664-S)		230-
18" Valve Box Extension (#59)		85-
24" Valve Box Extension (#60)		86-
5-1/2" Valve Box Lid		20-
Valve Box Stabilizer (plastic)		30-
Valve Box Stabilizer (rubber)		N/A
Shear Guard 6" Clay to Plastic Non Shear Coupling		60-
Shear Guard 6" Plastic to Plastic Non Shear Coupling		100-
Hymax Coupling 1-1/2"		N/A
Hymax Coupling 2"		
Hymax Coupling 3"		
Hymax Coupling 4"		
Hymax Coupling 6"		
Hymax Coupling 8"		
Hymax Coupling 10"		
Hymax Coupling 12"		✓
1-1/4" B-Box Riser Threaded with set screw - 6" height		22-
1-1/4" B-Box Riser Threaded with set screw - 12" height		39-
1-1/4" B-Box Riser Threaded with set screw - 18" height		57-
1-1/2" B-Box Riser Threaded with set screw - 6" height		28-
1-1/2" B-Box Riser Threaded with set screw - 12" height		52-
1-1/2" B-Box Riser Threaded with set screw - 18" height		70-
2" B-Box Riser Threaded with set screw - 6" height		65-
2" B-Box Riser Threaded with set screw - 12" height		75-
2" B-Box Riser Threaded with set screw - 18" height		100-

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		N/A
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		↓
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		↓
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		↓
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		✓
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands		
Mueller Super Centurion	N/A	
East Jordan CD250	↓	
Waterous Pacer	↓	
Clow Medallion	4995-	
Company Name:	Underground Pipe & Valve CO	
Address:	211 Amendodge Dr. Shorewood, IL 60404	
Submitted By-Print Name:	Jason Henschen	
Date:	11-4-25	
Office Telephone Number:	815-730-1180	
Mobile Telephone Number:	815-509-9402	
E-mail Address:	jasonh@UPVCO.com	
Authorized Signature:		

MOTION NO. _____

AGENDA MEMO

**City Council
February 2, 2026**

ISSUE STATEMENT

A motion accepting a proposal from EJ USA, Inc., for East Jordan CD250 fire hydrants, valves and accessories as required for a period of May 1, 2026 through April 30, 2027 at the proposed unit price. See [Exhibit A](#).

BACKGROUND

During the year, the department is required to replace fire hydrants due to accidents or due to the repair parts exceeding the cost of a new fire hydrant.

Competitive quotes were requested on November 12, 2025 for the various items and staff received one (1) quote. See [Attachment A](#). The request for quotes stipulated pricing be held in place through April 30, 2027.

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified East Jordan fire hydrant would not exceed \$10,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion accepting a proposal from EJ USA, Inc., for East Jordan CD250 fire hydrants, valves and accessories as required for a period of May 1, 2026 through April 30, 2027 at the proposed unit price.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____


ABSENT: _____



City of Darien Water Department Parts

New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory				
Only accepting the following brands				
	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	Price	Price	Price	Price
Mueller Super Centurion	no quote	no quote	no quote	no quote
East Jordan CD250	no quote	no quote	\$ 3,955.16	no quote
Waterous Pacer	\$ 5,650.00	no quote	no quote	no quote
Clow Medallion	\$ 5,485.00	\$ 4,995.00	no quote	no quote

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		No Bid
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		No Bid
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		No Bid
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		No Bid
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		No Bid
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands		
Mueller Super Centurion		No Bid
East Jordan CD250		\$3,955.16
Waterous Pacer		No Bid
Clow Medallion		No Bid
Company Name:	EJ USA, Inc.	
Address:	301 Spring Street, PO Box 439, East Jordan, MI 49727	
Submitted By-Print Name:	Rachel Johnson	
Date:	11/4/2025	
Office Telephone Number:	1-800-874-4100	
Mobile Telephone Number:	(312)-350-7986	
E-mail Address:	us.bids@ejco.com	
Authorized Signature:		

MOTION NO. _____

AGENDA MEMO

**City Council
February 2, 2026**

ISSUE STATEMENT

A motion accepting a proposal from Water Products Company for Waterous Pacer fire hydrants, auxiliary valves and accessories as required for a period of May 1, 2026 through April 30, 2027 at the proposed unit price. See [Exhibit A](#).

BACKGROUND

During the year, the department is required to replace fire hydrants due to accidents or due to the repair parts exceeding the cost of a new fire hydrant.

Competitive quotes were requested on November 12, 2025 for the various items and staff received one (1) quote. The sole quote was provided by Water Products Company. See [Attachment A](#). The request for quotes stipulated that pricing be held in place through April 30, 2027.

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified Waterous Pacer fire hydrant would not exceed \$10,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion accepting a proposal from Water Products Company for Waterous Pacer fire hydrants, auxiliary valves and accessories as required for a period of May 1, 2026 through April 30, 2027 at the proposed unit price.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

MEMO

City of Darien Water Department Parts

New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory

Only accepting the following brands

	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	Price	Price	Price	Price
Mueller Super Centurion	no quote	no quote	no quote	no quote
East Jordan CD250	no quote	no quote	\$ 3,955.16	no quote
Waterous Pacer	\$ 5,650.00	no quote	no quote	no quote
Clow Medallion	\$ 5,485.00	\$ 4,995.00	no quote	no quote

MEMO

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		1007.71
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		1240.09
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		1972.39
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		3057.24
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		3855.52
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands		
Mueller Super Centurion	—	
East Jordan CD250	—	
Waterous Pacer	5650	
Clow Medallion	5485	
Company Name:	WATER PRODUCTS COMPANY	
Address:	3255 E. NEW YORK ST. AURORA, IL 60504	
Submitted By-Print Name:	ADAM DOWD	
Date:	11/10/25	
Office Telephone Number:	630-898-6100	
Mobile Telephone Number:		
E-mail Address:	ADAM.D@WATERPRODUCTSCOMPANY.COM	
Authorized Signature:	<i>Adam Dowd</i>	

MOTION NO. _____

AGENDA MEMO

**City Council
February 2, 2026**

ISSUE STATEMENT

A motion accepting a proposal from Underground Pipe & Valve Co., for Clow Medallion fire hydrants, auxiliary valves and accessories as required for a period of May 1, 2026 through April 30, 2027 at the proposed unit price. See [Exhibit A](#).

BACKGROUND

During the year, the department is required to replace fire hydrants due to accidents or due to the repair parts exceeding the cost of a new fire hydrant.

Competitive quotes were requested on November 12, 2025 for the various items and staff received two (2) quotes. Underground Pipe & Valve Co., provide the lowest bid. See [Attachment A](#). The request for quotes stipulated that pricing be held in place through April 30, 2027.

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified Clow Medallion hydrants, auxiliary valves and accessories would not exceed \$10,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion accepting a proposal from Underground Pipe & Valve Co., for Clow Medallion fire hydrants, auxiliary valves and accessories as required for a period of May 1, 2026 through April 30, 2027 at the proposed unit price.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



City of Darien Water Department Parts

Attachment A

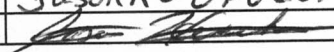
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory

Only accepting the following brands

	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.	2026 Ferguson Waterworks
	Price	Price	Price	Price
Mueller Super Centurion	no quote	no quote	no quote	no quote
East Jordan CD250	no quote	no quote	\$ 3,955.16	no quote
Waterous Pacer	\$ 5,650.00	no quote	no quote	no quote
Clow Medallion	\$ 5,485.00	\$ 4,995.00	no quote	no quote

MEMO

2026-2027 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		N/A
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		↓
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		↓
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		↓
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		✓
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		(6.0'
	Price	
Only accepting the following brands		
Mueller Super Centurion	N/A	
East Jordan CD250	↓	
Waterous Pacer	↓	
Clow Medallion	4995-	
Company Name:	Underground Pipe & Valve CO	
Address:	211 Amendodge Dr. Shorewood, IL 60404	
Submitted By-Print Name:	Jason Henschen	
Date:	11-4-25	
Office Telephone Number:	815-730-1180	
Mobile Telephone Number:	815-509-9402	
E-mail Address:	jasonh@UPVCO.com	
Authorized Signature:		

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion accepting a proposal from Underground Pipe & Valve Company for Clow Eddy fire hydrant repair parts for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

Competitive quotes were requested for the various repair items, and staff received two (2) quotes. See [Attachment A](#). The lowest bid was provided by Underground Pipe & Valve Company. The request for quotes stipulated that pricing be held in place through April 30, 2027.

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified Clow Eddy fire hydrant repair parts would not exceed \$6,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion with Underground Pipe & Valve Company.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

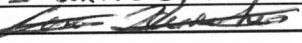
NAYS: _____

ABSENT: _____

City of Darien - Clow Eddy Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2026 Water Products Co	2026 Underground Pipe & Valve Co	2026 EJ USA, Inc.
1	Hold Down Bolt	\$ 8.29	\$ 7.25	no bid
2	Operating Nut	\$ 34.33	\$ 29.75	no bid
3	Packing Nut	\$ 68.65	\$ 59.50	no bid
4	Packing	\$ 23.67	\$ 20.50	no bid
5	Cover	\$ 246.21	\$ 395.00	no bid
6	Cover Bolts and Nuts	\$ 39.06	\$ 33.75	no bid
7	Swivel Ring	\$ 117.19	\$ 101.50	no bid
8	Nozzle Section	\$ 1,283.13	\$ 1,109.50	no bid
9	Pumper Nozzle	\$ 358.66	\$ 310.25	no bid
11	Pumper Nozzle Cap	\$ 248.58	\$ 215.00	no bid
12	Pumper Cap Washer	\$ 7.10	\$ 4.00	no bid
13	Flange Bolts and Nuts	\$ 56.63	\$ 48.25	no bid
14	Flange Gaskets	\$ 21.31	\$ 18.50	no bid
15	Nozzle O-Ring	\$ 9.31	\$ 1.00	no bid
16	2-1/2" Hose Nozzle	\$ 163.35	\$ 141.25	no bid
17	2-1/2" Hose Nozzle Cap	\$ 102.98	\$ 89.00	no bid
18	2-1/2" Hose Cap Washer	\$ 2.37	\$ 2.00	no bid
19	Upper Stem	\$ 384.70	\$ 332.75	no bid
20	Standpipe	\$ 1,816.98	\$ 1,677.50	no bid
21A	Valve Plate	\$ -	\$ 281.50	no bid
22A	O-Rings	\$ 9.47	\$ 8.25	no bid
24	Valve Rubber	\$ 85.23	\$ 73.75	no bid
25	Seat Ring	\$ 106.53	\$ 92.25	no bid
26	Throttling Ring	\$ 3,235.52	\$ 281.50	no bid
27A	Thrust Washer	\$ 29.59	\$ 25.50	no bid
28A	Snap Ring	\$ 14.20	\$ 12.25	no bid
29A	Lower Stem	\$ 329.07	\$ 284.50	no bid
32	Lock Nut	\$ 8.29	\$ 7.25	no bid
33	Drain Spool	\$ 54.45	\$ 47.00	no bid
34	Drain Lever	\$ 66.29	\$ 57.50	no bid
35	Lever Pin	\$ 8.39	\$ 9.25	no bid
36	Clevis & Nut	\$ 54.45	\$ 47.00	no bid
37	Drain Support	\$ 133.76	\$ 115.75	no bid
38	Drain Rod	\$ 164.53	\$ 164.75	no bid
39	Drain Valve Backer	\$ 8.29	\$ 7.25	no bid
40	Drain Valve Rubber	\$ 8.29	\$ 7.25	no bid
41	Drain Cup	\$ 53.27	\$ 46.00	no bid
42	Retaining Nut	\$ 8.29	\$ 7.25	no bid
43	Bottom Bolts & Nuts	\$ 53.27	\$ 46.00	no bid
44	Bottom Gasket	\$ 4.73	\$ 4.00	no bid
45	Bottom Gasket	\$ 1,457.13	\$ 1,260.00	no bid
46	Stem Coupling	\$ 127.84	\$ 110.50	no bid
47	Stem Coupling Pin	\$ 5.92	\$ 5.25	no bid
48	Middle Stem	\$ 69.84	\$ 85.00	no bid
	Safety Flange Repair Kit	\$ 356.00	\$ 324.50	no bid
	Extension Kit	\$ 787.00	\$ 717.50	no bid
	Main Valve Seat Repair Kit	\$ 1,108.00	\$ 307.00	no bid
A	Main Stem	\$ 1,108.00	\$ 1,063.50	no bid
B	Hydrant Valve	\$ 323.00	\$ 307.00	no bid
C	Drain Support	\$ 259.00	\$ 245.75	no bid
D	Drain Valve	\$ 220.00	\$ 219.00	no bid
E	Complete Valve & Stem	\$ 1,425.00	\$ 1,364.50	no bid
	TOTAL	\$ 16,675.14	\$ 12,231.50	no bid
	Total with no bid		\$ 11,950.00	

City of Darien - Clow Eddy Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2026 - 27 Quoted Price (Each)	2027 - 28 Quoted Price (Each)	2028 - 29 Quoted Price (Each)
1	Hold Down Bolt	7.25-	N/A	N/A
2	Operating Nut	29.75-		
3	Packing Nut	59.50-		
4	Packing	20.50-		
5	Cover	395-		
6	Cover Bolts and Nuts	33.75-		
7	Swivel Ring	101.50-		
8	Nozzle Section	1109.50-		
9	Pumper Nozzle	310.25-		
11	Pumper Nozzle Cap	215-		
12	Pumper Cap Washer	4-		
13	Flange Bolts and Nuts	48.25-		
14	Flange Gaskets	18.50-		
15	Nozzle O-Ring	1-		
16	2-1/2" Hose Nozzle	141.25-		
17	2-1/2" Hose Nozzle Cap	89-		
18	2-1/2" Hose Cap Washer	2-		
19	Upper Stem	332.75-		
20	Standpipe	1677.50-		
21A	Valve Plate	281.50-		
22A	O-Rings	8.25-		
24	Valve Rubber	73.75-		
25	Seat Ring	92.25-		
26	Throttling Ring	281.50-		
27A	Thrust Washer	25.50-		
28A	Snap Ring	12.25-		
29A	Lower Stem	284.50-		
32	Lock Nut	7.25-		
33	Drain Spool	47-		
34	Drain Lever	57.50-		
35	Lever Pin	9.25-		
36	Clevis & Nut	47-		
37	Drain Support	115.75-		
38	Drain Rod	164.75-		
39	Drain Valve Backer	7.25-		
40	Drain Valve Rubber	7.25-		
41	Drain Cup	46-		
42	Retaining Nut	7.25-		
43	Bottom Bolts & Nuts	46-		
44	Bottom Gasket	4-		
45	Bottom Gasket	1260-		
46	Stem Coupling	110.50-		
47	Stem Coupling Pin	5.25-		
48	Middle Stem	85-		
	Safety Flange Repair Kit	324.50-		
	Extension Kit 6"	717.50-		
	Main Valve Seat Repair Kit	307-		
A	Main Stem	1063.50-		
B	Hydrant Valve	307-		
C	Drain Support	245.75-		
D	Drain Valve	219-		
E	Complete Valve & Stem	1364.50-		
Company Name:		Underground Pipe & Valve Co		
Address:		211 Arundel Dr. Stow, OH 44224		
Submitted By-Print name		Jason Henschen		
Date:		11-4-25		
Office Telephone Number:		815-730-1180		
Mobile Telephone Number:		815-509-9462		
E-mail address:		jason.h@upvc.co		
Authorized Signature				

* 5-1/4" Main Valve Opening

** Upper and Lower Rods should be for Typical 6' Bury Depth

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion accepting a proposal from Underground Pipe & Valve Company for Clow Medallion fire hydrant repair parts for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

Competitive quotes were requested for the various repair items, and staff received two (2) competitive quotes. The lowest bid was submitted by Underground Pipe & Valve Company. See [Attachment A](#).

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified Clow Medallion fire hydrant repair parts would not exceed \$6,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion with Underground Pipe & Valve Company.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____
NAYS: _____
ABSENT: _____


MEMO

City of Darien - Clow Medallion Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2026 Water Products Co	2026 Underground Pipe & Valve Co	2026 EJ USA, Inc.
Reference # 42917 for all parts)				
1	Operating Nut O-Ring	\$ 10.01	\$ 9.25	no bid
2	Operating Nut Thrust Bearing	\$ 2.23	\$ 2.00	no bid
3	Operating Nut O.R.	\$ 190.24	\$ 175.00	no bid
3	Operating Nut O.L.	\$ 190.24	\$ 175.00	no bid
4	Upper Stem Jam Nut	\$ 24.48	\$ 22.50	no bid
5	Upper Stem Sleeve	\$ -	\$ -	no bid
6	Upper Stem Sleeve O-Ring	\$ 1.11	\$ 1.00	no bid
7	Upper Stem O.R.	\$ 218.05	\$ 200.75	no bid
7	Upper Stem O.L.	\$ 218.05	\$ 200.75	no bid
8	Upper Stem Pin	\$ 12.24	\$ 11.25	no bid
9	Safety Coupling Cotter Pins	\$ 1.11	\$ 1.00	no bid
10	Safety Stem Coupling	\$ 67.86	\$ 62.50	no bid
11	Safety Coupling Pins	\$ 5.56	\$ 5.25	no bid
12	Lower Stem	\$ 242.53	\$ 223.25	no bid
13	Lower Stem Pin	\$ 12.24	\$ 11.25	no bid
14	Upper Valve Plate O-Ring	\$ -	\$ -	no bid
15	Drain Valve Facing Screw	\$ 1.11	\$ 1.00	no bid
16	Drain Valve Facing	\$ 10.01	\$ 9.25	no bid
17	Upper Valve Plate	\$ 287.03	\$ 264.00	no bid
18	Seat Ring Upper O-Ring	\$ 13.35	\$ 12.25	no bid
19	Seat Ring	\$ 518.43	\$ 477.00	no bid
20	Seat Ring Lower O-Ring	\$ 8.90	\$ 9.25	no bid
21	Main Valve Rubber	\$ 87.89	\$ 81.00	no bid
22	Lower Valve Plate Lockwasher	\$ 3.34	\$ 3.00	no bid
24	Lower Valve Plate	\$ 229.18	\$ 211.00	no bid
25	Weather Cap Hold Down Screw	\$ 1.11	\$ 1.00	no bid
26	Weather Cap	\$ 55.63	\$ 51.25	no bid
27	Thrust Nut	\$ 152.41	\$ 140.25	no bid
28	Thrust Nut O-Ring	\$ 1.11	\$ 1.00	no bid
29	Bonnet Bolts & Nuts	\$ 1.11	\$ 2.00	no bid
30	Bonnet	\$ 429.43	\$ 395.00	no bid
31	Stem O-Rings	\$ 1.11	\$ 1.00	no bid
32	Bonnet O-Ring	\$ 4.45	\$ 4.00	no bid
33	Nozzle Section	\$ 1,205.95	\$ 1,109.50	no bid
34	Pumper Nozzle Lock	\$ 6.68	\$ 6.25	no bid
35	Pumper Nozzle O-Ring	\$ 5.56	\$ 5.25	no bid
36	Pumper Nozzle	\$ 337.09	\$ 310.25	no bid
37	Pumper Nozzle Gasket	\$ 6.68	\$ 6.25	no bid
38	Pumper Nozzle Cap	\$ 233.63	\$ 215.00	no bid
39	Hose Nozzle Lock	\$ 6.68	\$ 6.25	no bid
40	Hose Nozzle O-Ring	\$ 1.11	\$ 1.00	no bid
41	Hose Nozzle	\$ 153.53	\$ 141.25	no bid
42	Hose Nozzle Gasket	\$ 2.23	\$ 2.00	no bid
43	Hose Nozzle Cap	\$ 96.79	\$ 89.00	no bid
45	Trench Depth Tag & S-Hook	\$ 1.11	\$ 5.25	no bid
46	Safety Flange Bolts & Nuts	\$ 6.68	\$ 6.25	no bid
47	Safety Flange O-Ring	\$ 4.45	\$ 4.00	no bid
48	Barrel Upper Flange	\$ 156.86	\$ 144.50	no bid
49	Safety Flange	\$ 80.10	\$ 73.75	no bid
50	Barrel Upper Flange	\$ 892.23	\$ 821.00	no bid
51	Shoe Bolts & Nuts	\$ 3.34	\$ 6.25	no bid
52	Barrel Lower Flange	\$ 156.86	\$ 144.50	no bid
53	Drain Ring O-Rings	\$ 4.45	\$ 4.00	no bid
54	Drain Ring	\$ 575.16	\$ 529.25	no bid
56	Locking Spacer	\$ -	\$ -	no bid
57	Shoe	\$ 997.71	\$ 918.25	no bid
58	Thrust Nut Screw Set	\$ 3.34	\$ 3.00	no bid
42911	5-1/4" Medallion Main Valve Repair Kit	\$ 145.74	\$ 134.00	no bid
42912	5-1/4" Medallion Safety Repair Kit	\$ 356.00	\$ 324.50	no bid
42913	5-1/4" x 6" Medallion Hyd. Extension	\$ 787.00	\$ 717.50	no bid
42914	5-1/4" x 12" Medallion Hyd. Extension	\$ 919.00	\$ 838.00	no bid
42915	5-1/4" x 18" Medallion Hyd. Extension	\$ 1,043.00	\$ 951.00	no bid
42916	5-1/4" x 24" Medallion Hyd. Extension	\$ 1,133.00	\$ 1,033.00	no bid
TOTAL		\$ 12,323.51	\$ 11,314.00	

MEMO

City of Darien - Clow Medallion Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Name	Part	2026 - 27 Quoted Price (Each)	2027 - 28 Quoted Price (Each)	2028 - 29 Quoted Price (Each)
Reference # 42917 for all parts)					
1	Operating Nut O-Ring		9.25-	N/A	N/A
2	Operating Nut Thrust Bearing		2-		
3	Operating Nut O.R.		175-		
3	Operating Nut O.L.		175-		
4	Upper Stem Jam Nut		22.50-		
5	Upper Stem Sleeve		N/A		
6	Upper Stem Sleeve O-Ring		1-		
7	Upper Stem O.R.		200.75-		
7	Upper Stem O.L.		200.75-		
8	Upper Stem Pin		11.35-		
9	Safety Coupling Cotter Pins		1-		
10	Safety Stem Coupling		62.50-		
11	Safety Coupling Pins		5.25-		
12	Lower Stem		223.25-		
13	Lower Stem Pin		11.25-		
14	Upper Valve Plate O-Ring		N/A		
15	Drain Valve Facing Screw		1-		
16	Drain Valve Facing		9.25-		
17	Upper Valve Plate		264-		
18	Seat Ring Upper O-Ring		12.25-		
19	Seat Ring		477-		
20	Seat Ring Lower O-Ring		8.25-		
21	Main Valve Rubber		81-		
22	Lower Valve Plate Lockwasher		3-		
24	Lower Valve Plate		211-		
25	Weather Cap Hold Down Screw		1-		
26	Weather Cap		51.25-		
27	Thrust Nut		140.25-		
28	Thrust Nut O-Ring		1-		
29	Bonnet Bolts & Nuts		2-		
30	Bonnet		395-		
31	Stem O-Rings		1-		
32	Bonnet O-Ring		4-		
33	Nozzle Section		1109.50-		
34	Pumper Nozzle Lock		6.25-		
35	Pumper Nozzle O-Ring		5.25-		
36	Pumper Nozzle		310.25-		
37	Pumper Nozzle Gasket		6.25-		
38	Pumper Nozzle Cap		215-		
39	Hose Nozzle Lock		6.25-		
40	Hose Nozzle O-Ring		1-		
41	Hose Nozzle		141.25-		
42	Hose Nozzle Gasket		2-		
43	Hose Nozzle Cap		89-		
45	Trench Depth Tag & S-Hook		5.25-		
46	Safety Flange Bolts & Nuts		6.25-		
47	Safety Flange O-Ring		4-		
48	Barrel Upper Flange		144.50-		
49	Safety Flange		73.75-		
50	Barrel Upper Flange		821-		
51	Shoe Bolts & Nuts		6.25-		
52	Barrel Lower Flange		144.50-		
53	Drain Ring O-Rings		4-		
54	Drain Ring		529.25-		
56	Locking Spacer		N/A		
57	Shoe		918.25-		
58	Thrust Nut Screw Set		3-		
42911	5-1/4" Medallion Main Valve Repair Kit		134-		
42912	5-1/4" Medallion Safety Repair Kit		324.50-		
42913	5-1/4" x 6" Medallion Hyd. Extension		717.50-		
42914	5-1/4" x 12" Medallion Hyd. Extension		838-		
42915	5-1/4" x 18" Medallion Hyd. Extension		951-		
42916	5-1/4" x 24" Medallion Hyd. Extension		1033-	✓	✓
Company Name:			Underground Pipe & Valve Co.		
Address:			211 Amendt St. Dr. Skerwood, IL 60404		
Submitted By-Print name:			Jason Henschel		
Date:			11-4-25		
Office Telephone Number:			815-730-1180		
Mobile Telephone Number:			815-509-9400		
E-mail address:			jason.h@upvc.com		
Authorized Signature					

* 5-1/4" Main Valve Opening

** Upper and Lower Rods should be for Typical 6' Bury Depth

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion accepting a proposal from Underground Pipe & Valve Company for Clow F2500 fire hydrant repair parts for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

Competitive quotes were requested for the various repair items, and staff received one (1) competitive quotes. The sole bid was Underground Pipe & Valve Company. See [Attachment A](#).

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified Clow F2500 fire hydrant repair parts would not exceed \$6,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion with Underground Pipe & Valve Company for Clow F2500 fire hydrant repair parts.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

MEMO

City of Darien - Clow F2500 Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc
1	Operating Nut	no bid	\$ 225.00	no bid
2	Cover	no bid	\$ -	no bid
3	Nozzle Section (2 Nozzle)	no bid	\$ -	no bid
3	Nozzle Section (3 Nozzle)	no bid	\$ -	no bid
4	Thrust Nut	no bid	\$ 185.00	no bid
5	Thrust Bearing Race	no bid	\$ -	no bid
6	Standpipe	no bid	\$ -	no bid
7	Lower Flange	no bid	\$ -	no bid
8	Bottom	no bid	\$ -	no bid
8	Bottom (Drain Ring Option)	no bid	\$ -	no bid
9	Hex Hd. Capscrew 5/8-11 NC x 1-3/4	no bid	\$ 5.00	no bid
10	Cover Gasket	no bid	\$ 25.00	no bid
11	O-Ring - 152	no bid	\$ 9.00	no bid
12	Hex Stop Nut 1" - 8 NC	no bid	\$ 25.00	no bid
13	O-Ring - 218	no bid	\$ 7.00	no bid
14	Hex Hd. Bolt 3/4-10 NC X 3-1/4	no bid	\$ 4.00	no bid
15	Hex Hd. Nut 3/4-10 NC	no bid	\$ 4.00	no bid
16	Upper Valve Plate	no bid	\$ 290.00	no bid
17	Hex Hd. Bolt 7/16-14 NC x 2-1/2 w/nut	no bid	\$ 8.00	no bid
18	O-Ring - 214	no bid	\$ 7.00	no bid
19	Standpipe Gasket	no bid	\$ 20.00	no bid
20	O-Ring - 259	no bid	\$ 20.00	no bid
21	Hex Hd. Bolt 3/4-10 NC x 4-1/2	no bid	\$ 5.00	no bid
22	S-Hook 13 Ga. X 1"	no bid	\$ 2.00	no bid
23	O-Ring - 258	no bid	\$ 20.00	no bid
24	Valve Seat	no bid	\$ 65.00	no bid
25	Lower Valve Plate	no bid	\$ 315.00	no bid
26	Retaining Ring	no bid	\$ 35.00	no bid
27	Valve Seat Ring	no bid	\$ 405.00	no bid
28	Driv-Lok Stud #6 x 3/8	no bid	\$ 4.00	no bid
29	Drain Tube	no bid	\$ 65.00	no bid
30	Driv-Lok Pin 1/4 x 1-1/4 Type C	no bid	\$ 6.00	no bid
31	Hex Hd. Bolt 7/16-14 NC x 3	no bid	\$ 10.00	no bid
32	Hex Nut 7/16-14 NC	no bid	\$ 5.00	no bid
33	Lock Washer 7/16	no bid	\$ 4.00	no bid
34	Pin 7/16 x 2-1/4 Type E	no bid	\$ 2.00	no bid
35	Stem Coupling	no bid	\$ 65.00	no bid
36	Upper Stem OL	no bid	\$ 225.00	no bid
36	Upper Stem OR	no bid	\$ 225.00	no bid
37	Lower Stem	no bid	\$ 345.00	no bid
38	Steamer Nozzle	no bid	\$ 340.00	no bid
38	Hoze Nozzle	no bid	\$ 155.00	no bid
39	Steamer Nozzle Cap	no bid	\$ 235.00	no bid
39	Hoze Nozzle Cap	no bid	\$ 100.00	no bid
40	Steamer Nozzle Gasket	no bid	\$ 7.00	no bid
40	Hose Nozzle Gasket	no bid	\$ 3.00	no bid
42	Bearing	no bid	\$ 3.00	no bid
43	O-Ring - 177	no bid	\$ 4.00	no bid
45	O-Ring - 226	no bid	\$ 7.00	no bid
46	Hex Hd. Capscrew 3/8-16 NC x 1/2 LG	no bid	\$ 5.00	no bid
47	Drain Ring	no bid	\$ -	no bid
48	Trench Depth Tag	no bid	\$ 10.00	no bid
49	Upper Stem Sleeve	no bid	\$ 40.00	no bid
50	Safety Flange (One Piece or Split)	no bid	\$ 210.00	no bid
51	Standpipe Gasket - Upper	no bid	\$ 20.00	no bid
TOTAL		no bid	\$ 3,776.00	no bid
Totals with no bid				

MEMO

City of Darien - Clow F2500 Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2026 - 27 Quoted Price (Each)	2027 - 28 Quoted Price (Each)	2028 - 29 Quoted Price (Each)
1	Operating Nut	225-	N/A	N/A
2	Cover	N/A		
3	Nozzle Section (2 Nozzle)	N/A		
3	Nozzle Section (3 Nozzle)	N/A		
4	Thrust Nut	185-		
5	Thrust Bearing Race	N/A		
6	Standpipe	N/A		
7	Lower Flange	N/A		
8	Bottom	N/A		
8	Bottom (Drain Ring Option)	N/A		
9	Hex Hd. Capscrew 5/8-11 NC x 1-3/4	5-		
10	Cover Gasket	25-		
11	O-Ring - 152	9-		
12	Hex Stop Nut 1" - 8 NC	25-		
13	O-Ring - 218	7-		
14	Hex Hd. Bolt 3/4-10 NC X 3-1/4	4-		
15	Hex Hd. Nut 3/4-10 NC	4-		
16	Upper Valve Plate	290-		
17	Hex Hd. Bolt 7/16-14 NC x 2-1/2 w/nut	8-		
18	O-Ring - 214	7-		
19	Standpipe Gasket	20-		
20	O-Ring - 259	20-		
21	Hex Hd. Bolt 3/4-10 NC x 4-1/2	5-		
22	S-Hook 13 Ga. X 1"	2-		
23	O-Ring - 258	20-		
24	Valve Seat	65-		
25	Lower Valve Plate	315-		
26	Retaining Ring	55-		
27	Valve Seat Ring	405-		
28	Driv-Lok Stud #6 x 3/8	4-		
29	Drain Tube	65-		
30	Driv-Lok Pin 1/4 x 1-1/4 Type C	6-		
31	Hex Hd. Bolt 7/16-14 NC x 3	10-		
32	Hex Nut 7/16-14 NC	5-		
33	Lock Washer 7/16	4-		
34	Pin 7/16 x 2-1/4 Type E	2-		
35	Stem Coupling	65-		
36	Upper Stem OL	225-		
36	Upper Stem OR	225-		
37	Lower Stem	345-		
38	Steamer Nozzle	340-		
38	Hose Nozzle	155-		
39	Steamer Nozzle Cap	235-		
39	Hose Nozzle Cap	100-		
40	Steamer Nozzle Gasket	7-		
40	Hose Nozzle Gasket	3-		
42	Bearing	3-		
43	O-Ring - 177	4-		
45	O-Ring - 226	7-		
46	Hex Hd. Capscrew 3/8-16 NC x 1/2 LG	5-		
47	Drain Ring	N/A		
48	Trench Depth Tag	10-		
49	Upper Stem Sleeve	40-		
50	Safety Flange (One Piece or Split)	210-		
51	Standpipe Gasket - Upper	20-	✓	✓
Company Name: Underground Pipe & Valve Co.				
Address: 211 Amendtze Dr. Shorewood, IL 60404				
Submitted By-Print name: Jason Henschel				
Date: 11.4.25				
Office Telephone Number: 815-730-1180				
Mobile Telephone Number: 815-509-9402				
E-mail address: jasonh@upvco.com				
Authorized Signature: <i>[Signature]</i>				

* 5-1/4" Main Valve Opening

** Upper and Lower Rods should be for Typical 6' Bury Depth

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion accepting a proposal from EJ USA, Inc., for East Jordan WaterMaster 5BR250 and WaterMaster 5CD250 fire hydrants repair parts as required for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

Competitive quotes were requested and staff received one (1) competitive quote on November 12, 2025. The sole quote was provided by EJ USA, Inc. See [Attachment A](#). The request for quotes included two optional extensions for 2027 and 2028.

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified East Jordan fire hydrant repair parts would not exceed \$6,500.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this motion with EJ USA, Inc., for the East Jordan WaterMaster 5BR250 and WaterMaster 5CD250 fire hydrants repair parts.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____
NAYS: _____
ABSENT: _____

MEMO

City of Darien - East Jordan - WaterMaster 5BR250 Fire Hydrant Parts Quote

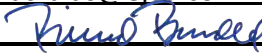
Hydrant Part Number	Hydrant Part Name	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.
1	Operating Nut	no bid	no bid	\$ 129.48
2	Hold Down Nut	no bid	no bid	\$ 72.02
3	Weater Seal O-Ring	no bid	no bid	\$ 7.18
4	Bonnet	no bid	no bid	\$ 493.23
5	Thrust Washers	no bid	no bid	\$ 3.28
6	Operating Stem Top 21 1/2"	no bid	no bid	\$ 107.50
7	Hose Nozzel O-Rings	no bid	no bid	\$ 2.53
8	Hose Nozzels	no bid	no bid	\$ 63.25
9	Hose Nozzel Gaskets	no bid	no bid	\$ 2.25
10	Hose Nozzel Caps	no bid	no bid	\$ 57.53
11	Pumper Nozzel O-Rings	no bid	no bid	\$ 5.87
12	Pumper Nozzels	no bid	no bid	\$ 155.33
13	Pumper Nozzel Gaskets	no bid	no bid	\$ 9.42
14	Pumper Nozzel Caps	no bid	no bid	\$ 149.83
16	Reservoir O-Rings	no bid	no bid	\$ 4.03
17	Quad-Seal Rings	no bid	no bid	\$ 13.56
18	Bonnet Bolts & Nuts	no bid	no bid	\$ 1.29
19	Drive-Loc Pins	no bid	no bid	\$ 7.48
20	Traffic Standpipe Upper	no bid	no bid	\$ 283.64
21	Safety Flange Bolts & Nusts	no bid	no bid	\$ 1.12
22	Swivel Flanges	no bid	no bid	\$ 41.45
23	Stem Coupling	no bid	no bid	\$ 23.00
24	Coupling Pin & Cotter Keys	no bid	no bid	\$ 7.53
25	Standpipe Lower Section	no bid	no bid	\$ 1,508.83
26	Operating Stem Lower	no bid	no bid	\$ 120.49
27	Drip Shutoff	no bid	no bid	\$ 159.63
28	Inserts	no bid	no bid	\$ 6.13
29	Valve Seat	no bid	no bid	\$ 307.00
31	Valve Seat O-Rings	no bid	no bid	\$ 7.93
32	Brass Drain Hole Bushings	no bid	no bid	\$ 10.43
33	Inlet Flange O-Ring	no bid	no bid	\$ 8.33
34	Seating Valve Rubber	no bid	no bid	\$ 70.73
35	Valve Washer	no bid	no bid	\$ 40.22
36	Bottom Inlet	no bid	no bid	\$ 453.78
37	Inlet Flange Bolts & Nuts	no bid	no bid	\$ 7.78
39	Set Screw (1/4 - 20 ss Cone Pt.)	no bid	no bid	\$ 0.58
40	Pipe Plugs (1/4 NPTF SS HX	no bid	no bid	\$ 5.87
	TOTAL	no bid	no bid	\$ 4,349.53

City of Darien - East Jordan - WaterMaster 5CD250 Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.
1	Operating Nut	no bid	no bid	\$ 129.48
2	Hold Down Nut	no bid	no bid	\$ 72.02
3	Weater Seal O-Ring	no bid	no bid	\$ 7.18
4	Top Bonnet	no bid	no bid	\$ 493.23
5	Thrust Washers	no bid	no bid	\$ 3.28
6	Operating Stem Top 24 1/2"	no bid	no bid	\$ 107.50
7	Hose Nozzel O-Rings	no bid	no bid	\$ 2.53
8	Hose Nozzels	no bid	no bid	\$ 63.25
9	Hose Nozzel Gaskets	no bid	no bid	\$ 2.25
10	Hose Nozzel Caps	no bid	no bid	\$ 57.53
11	Pumper Nozzel O-Rings	no bid	no bid	\$ 5.87
12	Pumper Nozzels	no bid	no bid	\$ 155.33
13	Pumper Nozzel Gaskets	no bid	no bid	\$ 9.42
14	Pumper Nozzel Caps	no bid	no bid	\$ 149.83
16	Reservoir O-Rings	no bid	no bid	\$ 4.03
17	Quad-Seal Rings	no bid	no bid	\$ 13.56
18	Top Bonnet Bolts & Nuts	no bid	no bid	\$ 1.29
19	Drive-Loc Pins	no bid	no bid	\$ 7.48
20	Nozzle Standpipe	no bid	no bid	\$ 283.64
21	Safety Flange Bolts & Nusts	no bid	no bid	\$ 1.12
22	Swivel Flanges	no bid	no bid	\$ 41.45
23	Stem Coupling	no bid	no bid	\$ 23.00
24	Coupling Pin & Cotter Keys	no bid	no bid	\$ 7.53
25	Standpipe Lower Section	no bid	no bid	\$ 1,508.83
26	Operating Stem Lower	no bid	no bid	\$ 120.49
27	Drip Shutoff	no bid	no bid	\$ 159.63
28	Inserts	no bid	no bid	\$ 6.13
29	Valve Seat	no bid	no bid	\$ 307.00
31	Valve Seat O-Rings	no bid	no bid	\$ 7.93
32	Brass Drain Hole Bushings	no bid	no bid	\$ 10.43
33	Inlet Flange O-Ring	no bid	no bid	\$ 8.33
34	Seating Valve Rubber	no bid	no bid	\$ 70.73
35	Valve Washer	no bid	no bid	\$ 40.22
36	Bottom Inlet	no bid	no bid	\$ 453.78
37	Inlet Flange Bolts & Nuts	no bid	no bid	\$ 7.78
39	Set Screw (1/4 - 20 ss Cone Pt.)	no bid	no bid	\$ 0.58
40	Pipe Plugs (1/4 NPTF SS HX	no bid	no bid	\$ 5.87
	TOTAL	no bid	no bid	\$ 4,349.53

MEMO

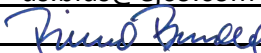
City of Darien - East Jordan - WaterMaster 5BR250 Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2026 - 27 Quoted Price (Each)	2027 - 28 Quoted Price (Each)	2028 - 29 Quoted Price (Each)
1	Operating Nut	\$129.48	\$133.36	\$137.37
2	Hold Down Nut	\$72.02	\$74.18	\$76.41
3	Weater Seal O-Ring	\$7.18	\$7.40	\$7.62
4	Bonnet	\$493.23	\$508.03	\$523.27
5	Thrust Washers	\$3.28	\$3.38	\$3.48
6	Operating Stem Top 21 1/2"	\$107.50	\$110.73	\$114.05
7	Hose Nozzel O-Rings	\$2.53	\$2.61	\$2.68
8	Hose Nozzels	\$63.25	\$65.15	\$67.10
9	Hose Nozzel Gaskets	\$2.25	\$2.32	\$2.39
10	Hose Nozzel Caps	\$57.53	\$59.26	\$61.03
11	Pumper Nozzel O-Rings	\$5.87	\$6.05	\$6.23
12	Pumper Nozzels	\$155.33	\$159.99	\$164.79
13	Pumper Nozzel Gaskets	\$9.42	\$9.70	\$9.99
14	Pumper Nozzel Caps	\$149.83	\$154.32	\$158.95
16	Reservoir O-Rings	\$4.03	\$4.15	\$4.28
17	Quad-Seal Rings	\$13.56	\$13.97	\$14.39
18	Bonnet Bolts & Nuts	\$1.29	\$1.33	\$1.36
19	Drive-Loc Pins	\$7.48	\$7.70	\$7.94
20	Traffic Standpipe Upper	\$283.64	\$292.15	\$300.91
21	Safety Flange Bolts & Nusts	\$1.12	\$1.15	\$1.19
22	Swivel Flanges	\$41.45	\$42.69	\$43.97
23	Stem Coupling	\$23.00	\$23.69	\$24.40
24	Coupling Pin & Cotter Keys	\$7.53	\$7.76	\$7.99
25	Standpipe Lower Section	\$1,508.83	\$1,554.09	\$1,600.72
26	Operating Stem Lower	\$120.49	\$124.10	\$127.83
27	Drip Shutoff	\$159.63	\$164.42	\$169.35
28	Inserts	\$6.13	\$6.31	\$6.50
29	Valve Seat	\$307.00	\$316.21	\$325.70
31	Valve Seat O-Rings	\$7.93	\$8.17	\$8.41
32	Brass Drain Hole Bushings	\$10.43	\$10.74	\$11.07
33	Inlet Flange O-Ring	\$8.33	\$8.58	\$8.84
34	Seating Valve Rubber	\$70.73	\$72.85	\$75.04
35	Valve Washer	\$40.22	\$41.43	\$42.67
36	Bottom Inlet	\$453.78	\$467.39	\$481.42
37	Inlet Flange Bolts & Nuts	\$7.78	\$8.02	\$8.26
39	Set Screw (1/4 - 20 ss Cone Pt.)	\$0.58	\$0.60	\$0.62
40	Pipe Plugs (1/4 NPTF SS HX	\$5.87	\$6.05	\$6.23
Company Name:		EJ USA, Inc.		
Address:		301 Spring Street, East Jordan, MI 49727		
Submitted By-Print name		Rachel Johnson		
Date:		11/4/2025		
Office Telephone Number:		1-800-874-4100		
Mobile Telephone Number:		(312)-350-7986		
E-mail address:		us.bids@ejco.com		
Authorized Signature				

* 5-1/4" Main Valve Opening

** Upper and Lower Rods should be for Typical 6' Bury Depth

City of Darien-East Jordan-WaterMaster 5CD250 Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Name	Part	2026 - 27 Quoted Price (Each)	2027 - 28 Quoted Price (Each)	2028 - 29 Quoted Price (Each)
1	Operating Nut		\$129.48	\$133.36	\$137.37
2	Hold Down Nut		\$72.02	\$74.18	\$76.41
3	Weater Seal O-Ring		\$7.18	\$7.40	\$7.62
4	Top Bonnet		\$493.23	\$508.03	\$523.27
5	Thrust Washers		\$3.28	\$3.38	\$3.48
6	Operating Stem Top 24 1/2"		\$107.50	\$110.73	\$114.05
7	Hose Nozzel O-Rings		\$2.53	\$2.61	\$2.68
8	Hose Nozzels		\$63.25	\$65.15	\$67.10
9	Hose Nozzel Gaskets		\$2.25	\$2.32	\$2.39
10	Hose Nozzel Caps		\$57.53	\$59.26	\$61.03
11	Pumper Nozzel O-Rings		\$5.87	\$6.05	\$6.23
12	Pumper Nozzels		\$155.33	\$159.99	\$164.79
13	Pumper Nozzel Gaskets		\$9.42	\$9.70	\$9.99
14	Pumper Nozzel Caps		\$149.83	\$154.32	\$158.95
16	Reservoir O-Rings		\$4.03	\$4.15	\$4.28
17	Quad-Seal Rings		\$13.56	\$13.97	\$14.39
18	Top Bonnet Bolts & Nuts		\$1.29	\$1.33	\$1.36
19	Drive-Loc Pins		\$7.48	\$7.70	\$7.94
20	Nozzle Standpipe		\$283.64	\$292.15	\$300.91
21	Safety Flange Bolts & Nusts		\$1.12	\$1.15	\$1.19
22	Swivel Flanges		\$41.45	\$42.69	\$43.97
23	Stem Coupling		\$23.00	\$23.69	\$24.40
24	Coupling Pin & Cotter Keys		\$7.53	\$7.76	\$7.99
25	Standpipe Lower Section		\$1,508.83	\$1,554.09	\$1,600.72
26	Operating Stem Lower		\$120.49	\$124.10	\$127.83
27	Drip Shutoff		\$159.63	\$164.42	\$169.35
28	Inserts		\$6.13	\$6.31	\$6.50
29	Valve Seat		\$307.00	\$316.21	\$325.70
31	Valve Seat O-Rings		\$7.93	\$8.17	\$8.41
32	Brass Drain Hole Bushings		\$10.43	\$10.74	\$11.07
33	Inlet Flange O-Ring		\$8.33	\$8.58	\$8.84
34	Seating Valve Rubber		\$70.73	\$72.85	\$75.04
35	Valve Washer		\$40.22	\$41.43	\$42.67
36	Bottom Inlet		\$453.78	\$467.39	\$481.42
37	Inlet Flange Bolts & Nuts		\$7.78	\$8.02	\$8.26
39	Set Screw (1/4 - 20 ss Cone Pt.)		\$0.58	\$0.60	\$0.62
40	Pipe Plugs (1/4 NPTF SS HX		\$5.87	\$6.05	\$6.23
Company Name:			EJ USA, Inc.		
Address:			301 Spring Street, East Jordan, MI 49727		
Submitted By-Print name			Rachel Johnson		
Date:			11/4/2025		
Office Telephone Number:			1-800-874-4100		
Mobile Telephone Number:			(312)-350-7986		
E-mail address:			us.bids@ejco.com		
Authorized Signature					

* 5-1/4" Main Valve Opening

** Upper and Lower Rods should be for Typical 6' Bury Depth

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion accepting a proposal from Water Products Company for Waterous Pacer fire hydrant repair parts as required for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department requires the use of manufacturer-specified fire hydrant repair parts for fire hydrant repairs.

On November 12, 2025, staff requested competitive quotes for the various fire hydrant repair items, and staff received one (1) competitive quote. See [Attachment A](#). The request for quotes stipulated that pricing be held in place through April 30, 2027.

The expenditure would come from the Water System Maintenance Account. The total estimated costs for the specified Waterous Pacer fire hydrant repair parts would not exceed \$8,000.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion with Water Products Company for the Waterous Pacer fire hydrant repair parts as required for a period of May 1, 2026 through April 30, 2027.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____
NAYS: _____
ABSENT: _____

MEMO

City of Darien - Waterous Pacer Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Part Name	2026 Water Products Co.	2026 Underground Pipe & Valve Co.	2026 EJ USA, Inc.
3	O-Ring(Lower Valve Seat) 5-5/8x5-7/8	\$ 12.53	no bid	no bid
6A	Hex hd bolt 5/8-11 x 3-3/4 in.	\$ 12.53	no bid	no bid
6B	Hex hd bolt 5/8-11 x 3 in.	\$ 18.80	no bid	no bid
6C	Hex Nut 5/8-11 (Below Grade)	\$ 9.85	no bid	no bid
6C	Hex Nut 5/8-11 (Above Grade)	\$ 9.85	no bid	no bid
7	Drain Plunger	\$ 31.33	no bid	no bid
10	Nozzle Cap, hose or pumper	\$ 125.30	no bid	no bid
11	Cap gasket, hose or pumper	\$ 12.53	no bid	no bid
12	Nozzle, hose or pumper	\$ 166.47	no bid	no bid
16	Flat hd screw, 1/4-20 x 1/2 in.	\$ 5.37	no bid	no bid
17A	Lower Operating Nut	\$ 68.92	no bid	no bid
17B	Upper Operating Nut	\$ 125.30	no bid	no bid
25	Rod Bushing	\$ -	no bid	no bid
29	Lower Standpipe	\$ 1,530.45	no bid	no bid
30	Crossarm	\$ 133.36	no bid	no bid
31	Valve Seat	\$ 383.96	no bid	no bid
34	Upper Valve Washer	\$ 133.36	no bid	no bid
35	Main Valve Rubber	\$ 125.30	no bid	no bid
36	Lower Valve Washer	\$ 70.71	no bid	no bid
37	Hydrant Bottom	\$ -	no bid	no bid
40	Upper Standpipe	\$ 613.97	no bid	no bid
56	Support Wheel	\$ 133.36	no bid	no bid
57	O-Ring (Operating Nut) 1-1/2 x 1-3/4	\$ 5.37	no bid	no bid
59	O-Ring (Support Wheel) 1-1/8 x 1-3/8	\$ 5.37	no bid	no bid
60	Nozzle Section	\$ 1,052.52	no bid	no bid
61	Bury Depth Plate	\$ 12.53	no bid	no bid
61	Bury Depth Plate Washer	\$ 18.80	no bid	no bid
62B	Upper Standpipe Flange	\$ 116.35	no bid	no bid
63	Standpipe Flange	\$ 93.98	no bid	no bid
64	Flange Lock Ring	\$ 16.11	no bid	no bid
67	Coupling Sleeve (two halves)	\$ 48.33	no bid	no bid
71	Upper Rod	\$ 304.30	no bid	no bid
72	Lower Rod	\$ 375.90	no bid	no bid
77	O-Ring (Upper Valve Seat) 5-7/8x6-1/8	\$ 18.80	no bid	no bid
81	Groove Pin 3/32x7/16 in.	\$ 5.37	no bid	no bid
82	O-Ring (Upper Tube Seal) 2-3/8x2-5/8	\$ 5.37	no bid	no bid
83	O-Ring (Lower Tube Seal) 1-7/8x2-1/8	\$ 5.37	no bid	no bid
84	Support Wheel/lower standpipe gasket	\$ 5.37	no bid	no bid
85	Support tube	\$ 70.71	no bid	no bid
86	Stop Nut 1"-8	\$ 12.53	no bid	no bid
87	Coupling Nut 1/2-20	\$ 8.06	no bid	no bid
88	Coupling Stud 1/20-2-9/16 in.	\$ 17.90	no bid	no bid
89	Nozzle Section bushing	\$ 55.49	no bid	no bid
90	Thrust Ring	\$ 12.53	no bid	no bid
92	Upper Standpipe gasket	\$ 18.80	no bid	no bid
99	Pipe Plug 1/4 NPT	\$ 5.37	no bid	no bid
113	Breakable Flange	\$ 102.03	no bid	no bid
116	O-Ring (pumper nozzle) 5-1/4x5-3/4	\$ 18.80	no bid	no bid
117	Pumper Nozzle retainer	\$ 56.39	no bid	no bid
118	O-Ring (hose nozzle) 3-1/4x3-5/8	\$ 17.90	no bid	no bid
119	Hose Nozzle retainer	\$ 41.17	no bid	no bid
173	Valve Seat Insert	\$ 625.60	no bid	no bid
174	Valve Seat Insert Gasket	\$ 8.06	no bid	no bid
176	Stud 5/8-11x5.650 in.	\$ 34.91	no bid	no bid
180	Kick-out Ring	\$ -	no bid	no bid
TOTAL		\$ 6,919.34	no bid	no bid
TOTAL with NO BIDS				

MEMO

City of Darien - Waterous Pacer Fire Hydrant Parts Quote

Hydrant Part Number	Hydrant Name	2026 - 27 Quoted Price (Each)	2027 - 28 Quoted Price (Each)	2028 - 29 Quoted Price (Each)
3	O-Ring(Lower Valve Seat) 5-5/8x5-7/8	12.53	N/A	N/A
6A	Hex hd bolt 5/8-11 x 3-3/4 in.	12.53		
6B	Hex hd bolt 5/8-11 x 3 in.	18.80		
6C	Hex Nut 5/8-11 (Below Grade)	9.85		
6C	Hex Nut 5/8-11 (Above Grade)	9.85		
7	Drain Plunger	31.33		
10	Nozzle Cap, hose or pumper	125.30		
11	Cap gasket, hose or pumper	12.53		
12	Nozzle, hose or pumper	166.47		
16	Flat hd screw, 1/4-20 x 1/2 in.	5.37		
17A	Lower Operating Nut	68.92		
17B	Upper Operating Nut	125.30		
25	Rod Bushing	—		
29	Lower Standpipe	1530.45		
30	Crossarm	133.36		
31	Valve Seat	383.96		
34	Upper Valve Washer	133.36		
35	Main Valve Rubber	125.30		
36	Lower Valve Washer	70.71		
37	Hydrant Bottom	—		
40	Upper Standpipe	613.57		
56	Support Wheel	133.36		
57	O-Ring (Operating Nut) 1-1/2 x 1-3/4	5.37		
59	O-Ring (Support Wheel) 1-1/8 x 1-3/8	5.37		
60	Nozzle Section	1052.52		
61	Bury Depth Plate	12.53		
61	Bury Depth Plate Washer	18.80		
62B	Upper Standpipe Flange	116.35		
63	Standpipe Flange	93.98		
64	Flange Lock Ring	16.11		
67	Coupling Sleeve (two halves)	48.83		
71	Upper Rod	304.30		
72	Lower Rod	378.90		
77	O-Ring (Upper Valve Seat) 5-7/8x6-1/8	18.80		
81	Groove Pin 3/32x7/16 in.	5.37		
82	O-Ring (Upper Tube Seal) 2-3/8x2-5/8	5.37		
83	O-Ring (Lower Tube Seal) 1-7/8x2-1/8	5.37		
84	Support Wheel/lower standpipe gasket	5.37		
85	Support tube	70.71		
86	Stop Nut 1"-8	12.53		
87	Coupling Nut 1/2-20	8.06		
88	Coupling Stud 1/20-2-9/16 in.	17.90		
89	Nozzle Section bushing	55.49		
90	Thrust Ring	12.53		
92	Upper Standpipe gasket	18.80		
99	Pipe Plug 1/4 NPT	5.37		
113	Breakable Flange	102.03		
116	O-Ring (pumper nozzle) 5-1/4x5-3/4	18.80		
117	Pumper Nozzle retainer	56.39		
118	O-Ring (hose nozzle) 3-1/4x3-5/8	17.90		
* 119	Hose Nozzle retainer	41.17		
173	Valve Seat Insert	625.60		
174	Valve Seat Insert Gasket	8.06		
176	Stud 5/8-11x5.650 in.	34.91		
180	Kick-out Ring	—		
Company Name:		WATER PRODUCTS COMPANY		
Address:		3255 E. NEW YORK ST. ALBANY, NY		
Submitted By-Print name		ADAM DOWD		
Date:		11/16/25		
Office Telephone Number:		630-898-6100		
Mobile Telephone Number:				
E-mail address:		ADAM.D@WATERPRODUCTS.COM		
Authorized Signature		[Signature]		

* 5-1/4" Main Valve Opening

** Upper and Lower Rods should be for Typical 6' Bury Depth

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion approving to extend the proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the Municipal Services department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$65,000.00 pending Capital Project budget approval. Staff secured pricing for the next fiscal year, see [Attachment A](#).

On November 12, 2025, quotes were requested, but Staff received no responses. Staff contacted the current vendor and inquired if they would extend the current year’s prices through April 2027. See [Attachment B](#).

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving the motion.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____
NAYS: _____
ABSENT: _____

				119th Street Materials	
DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			50	\$1.00	\$ 50.00
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	\$ 57.30	\$ 2,865.00
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	\$ 77.30	\$ 3,865.00
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	\$ 87.30	\$ 4,365.00
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	\$ 57.30	\$ 2,865.00
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	\$ 77.30	\$ 3,865.00
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	\$ 87.30	\$ 4,365.00
COSTS A-F					\$ 22,190.00
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	\$ 45.00	\$ 2,250.00
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	\$ 55.00	\$ 2,750.00
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	\$ 75.00	\$ 3,750.00
SUB-TOTAL (A-I)					\$ 30,940.00
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	\$ -	\$ -
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	\$ -	\$ -
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	\$ -	\$ -
Sod Dumping SUB-TOTAL					\$ -
TOTAL COSTS A - L					\$ 30,940.00

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

**Regina Kokkinis**

From: 119th Street Materials <info@119thstreetmaterials.com>
Sent: Wednesday, November 26, 2025 1:07 PM
To: Regina Kokkinis
Cc: Alfonso Alvarado
Subject: Re: 119th Street Materials / Website Inquiry

Regina,
Thank you for your correspondence.
119th Street Materials will extend the pricing for the 2026 Season.
Thank you .
If you have any questions, please do not hesitate to contact me.
Jim Barry
119th Street Materials
815-324-4119

From: Regina Kokkinis <rkokkinis@darienil.gov>
Sent: Monday, November 17, 2025 9:34 AM
To: info@119thstreetmaterials.com <info@119thstreetmaterials.com>
Cc: james barry <jjb8454@yahoo.com>
Subject: 119th Street Materials / Website Inquiry

Good Day,

Please see the attached and let me know if you would like to extend current year pricing for 2026-27 service year.

Sincerely,

Regina Kokkinis

Administrative Assistant, Municipal Services City of Darien
630-353-8105

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


DARIEN DIRECT CONNECT Follow the link and subscribing is simple!

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

MEMO

DUMP / TRANSFER FEE QUOTE

prices extended for 2024-25
see attachment b2025-26 prices extended for
2026-27 see attachment b

DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	2023-2024		2024-2025		2025-2026	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			50	\$ 1.00	\$ 50.00				
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	57.30	2,865.00	\$57.30	\$2,865	\$57.30	\$2,865.00
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	77.30	3,865.00	\$77.30	\$3,865	\$77.30	\$3,865.00
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	87.30	4,365.00	\$87.30	\$4,365	\$87.30	\$4,365.00
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	57.30	2,865.00	\$57.30	\$2,865	\$57.30	\$2,865.00
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	77.30	3,865.00	\$77.30	\$3,865	\$77.30	\$3,865.00
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	87.30	4,365.00	\$87.30	\$4,365	\$87.30	\$4,365.00
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	45.00	2,250.00	\$45.00	\$2,250	\$45.00	\$2,250.00
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	55.00	2,750.00	\$55.00	\$2,750	\$55.00	\$2,750.00
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	75.00	3,750.00	\$75.00	\$3,750	\$75.00	\$3,750.00
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	N/A	N/A	N/A	N/A	N/A	N/A
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	N/A	N/A	N/A	N/A	N/A	N/A
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL COSTS A - L									
QUOTE AWARDED ON TOTAL COST									
Company Name:	119TH STREET MATERIALS								
Address:	22957 W. 119TH STREET, PLAINFIELD, IL 60585								
Submitted By:	JAMES BARRY								
Date:	10-27-2022								
Telephone/FAX:	815-324-4119								
Mobile Number:	630-606-7000								
E-mail Address:	jjb8454@YAHOO.COM								
Authorized Signature:									

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

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

Preliminary approval of a motion for the 2026 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program Contract with Suburban Concrete, Inc. in an amount not to exceed \$1,230,975.00 and to waive the residential \$75.00 permit fee application for concrete work. See [Exhibit A](#).

BACKGROUND/HISTORY

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY26-27 Budget will be allocating for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as [Attachment A](#).

The contract also offers residents, at a pass through cost, the opportunity to remove and replace their deficient concrete driveways, aprons, and the curb and gutter fronting their apron. This will allow the City to remove and replace deficient sidewalk slabs fronting a deficient apron and would allow a resident to participate in the concrete replacement program to correct the apron deficiency. Staff is further requesting that the \$75.00 permit fee application be waived to residents that participate in the concrete program with the proposed vendor since the staff will be on site and inspecting the work.

The bid tabulation for the bid opening held on December 9, 2025 are attached and labeled as [Attachment B](#). Staff received five (5) bids with the lowest bidder being Suburban Concrete, Inc.

COMMITTEE RECOMMENDATION

Pending final funding for the program, the Committee recommends approval of the contract from Suburban Concrete, Inc., in an amount not to exceed \$1,230,975.00 for the 2026 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program and to waive the residential \$75.00 permit fee application for concrete work. Upon budget approval, Staff will issue a notice to proceed.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda under New Business for formal consideration and subject to the FY26-27 Budget approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 2nd day of February 2026.

AYES: _____

NAYS: _____

ABSENT: _____

2026 CONCRETE SIDEWALK -APRON - CURB - GUTTER REMOVAL - REPLACEMENT PROGRAM

	A	B	C	D	E	F	G
1	SIDEWALK COST:						
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST STREET DEPT & CAPITAL	TOTAL COST WATER DEPT	TOTAL
3	DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	15,000	SQUARE FOOT	\$ 9.50	\$ 142,500.00	\$	\$ 142,500.00
4	ADA SIDEWALK	7,500	SQUARE FOOT	\$ 28.50	\$ 213,750.00	\$	\$ 213,750.00
5	SIDEWALK RESTORATION-WATER DEPT	1,100	SQUARE FOOT	\$ 9.00	\$	\$ 9,900.00	\$ 9,900.00
6	TOTAL SIDEWALK COST:				\$ 356,250.00	\$ 9,900.00	\$ 366,150.00
7	APRON COST:						
8	APRON REMOVAL & REPLACEMENT-PW PROJECTS- PCC-DRIVE WAY APRON	3,000	SQUARE FOOT	\$ 9.95	\$ 29,850.00	\$	\$ 29,850.00
9	CONCRETE SEALER	3,000	SQUARE FOOT	\$ 5.00	\$ 15,000.00		\$ 15,000.00
10	APRON RESTORATION	2,500	SQUARE FOOT	\$ 9.95	\$	\$ 24,875.00	\$ 24,875.00
11	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 5.00		\$ 12,500.00	\$ 12,500.00
12	TOTAL APRON COSTS:				\$ 44,850.00	\$ 37,375.00	\$ 82,225.00
13	CURB AND GUTTER COST:						
14	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	TOTAL COST STREET DEPT & CAPITAL	TOTAL COST WATER DEPT	TOTAL
15	CURB & GUTTER REMOVAL & REPLACEMENT ROAD PROGRAM	21,000	LINEAL FOOT	\$ 33.00	\$ 693,000.00	\$	\$ 693,000.00
16	CURB & GUTTER REMOVAL & REPLACEMENT ROAD PROGRAM CONTINGENCY	1,200	LINEAL FOOT	\$ 33.00	\$ 39,600.00	\$ -	\$ 39,600.00
17	CURB & GUTTER REMOVAL & REPLACEMENT ROAD PROGRAM - ADA COMPLIANT	2,500	LINEAL FOOT	\$ 20.00	\$ 50,000.00	\$ -	\$ 50,000.00
17	TOTAL CURB AND GUTTER COST:				\$ 782,600.00	\$ -	\$ 782,600.00
18	TOTAL PROPOSED EXPENDITURE				\$ 1,183,700.00	\$ 47,275.00	\$ 1,230,975.00
19							
20	2026 CONCRETE PROGRAM COST SUMMARY						
21	A	B					
22	ACCOUNT NO. & DESCRIPTION	BUDGET ALLOCATION					
23	25-35-4380 SIDEWALK PROGRAM	\$ 142,500.00					
24	25-35-4380 SIDEWALK PROGRAM-ADA	\$ 213,750.00					
25	25-35-4380 CURB & GUTTER ADA CURB	\$ 50,000.00					
26	25-35-4380 BUDGET	\$ 406,250.00					
27							
28	25-35-4383 CURB & GUTTER	\$ 693,000.00					
29	25-35-4383 CURB & GUTTER CONTINGENCY	\$ 39,600.00					
30	25-35-4383 APRON REMOVAL & REPLACEMENT-PW PROJECTS CURB & GUTTER RELATED	\$ 29,850.00					
31	25-35-4383 APRON SEALER-PW PROJECTS-	\$ 15,000.00					
32	23-35-4383 BUDGET	\$ 777,450.00					
33							
34							
35	02-50-4231-MAINT WATER SYSTEM FLATWORK SIDEWALK	\$ 9,900.00					
36	02-50-4231-MAINT WATER SYSTEM FLATWORK APRON	\$ 37,375.00					
37	02-50-4231-MAINT WATER SYSTEM FLATWORK CURB & GUTTER	\$ -					
38	SUB TOTAL	\$ 47,275.00					
39	BUDGET	\$ 47,275.00					
40	TOTAL PROGRAM COST	\$ 1,230,975.00					



CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561

SEALED BID: 2026 Concrete Program
OPENING DATE/TIME: December 9, 2025 @ 9:00 a.m.

ITEM	DESCRIPTION	Quantity - Maximum Proposed	Schroeder & Schroeder, Inc.		D' Land Construction		G & M Cement Construction Inc.		Suburban Concrete Inc		Davis Concrete Construction Company	
			Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
1	PCC-Sidewalk in place	20,000-27,000	\$ 15.00	\$ 405,000.00	\$ 12.50	\$ 337,500.00	\$ 12.95	\$ 349,650.00	\$ 9.50	\$ 256,500.00	\$ 12.20	\$ 329,400.00
2A	PCC-Sidewalk in place-ADA	700-1,000	\$ 35.00	\$ 35,000.00	\$ 40.00	\$ 40,000.00	\$ 40.00	\$ 40,000.00	\$ 28.50	\$ 28,500.00	\$ 27.25	\$ 27,250.00
3	PCC-Driveway Apron	2,000-10,500	\$ 13.50	\$ 141,750.00	\$ 15.00	\$ 157,500.00	\$ 13.50	\$ 141,750.00	\$ 9.00	\$ 94,500.00	\$ 13.05	\$ 137,025.00
3A	PCC-Driveway Apron w/fiber mesh	2,000-15,500	\$ 13.50	\$ 209,250.00	\$ 18.00	\$ 279,000.00	\$ 16.50	\$ 255,750.00	\$ 9.95	\$ 154,225.00	\$ 14.05	\$ 217,775.00
4	PCC Curb & Gutter w/concrete grout (CLSM)	21,500-27,500	\$ 43.50	\$ 1,196,250.00	\$ 46.00	\$ 1,265,000.00	\$ 46.50	\$ 1,278,750.00	\$ 33.00	\$ 907,500.00	\$ 38.50	\$ 1,058,750.00
5	Driveway concrete w/wire or fiber mesh concrete mix	TBD	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 14.05	\$ 14.05
6	Concrete sealer-apron	TBD	\$ 5.00	\$ 5.00	\$ 25.00	\$ 25.00	\$ 3.00	\$ 3.00	\$ 5.00	\$ 5.00	\$ 3.00	\$ 3.00
7	Concrete sealer-driveway	TBD	\$ 5.00	\$ 5.00	\$ 25.00	\$ 25.00	\$ 3.00	\$ 3.00	\$ 5.00	\$ 5.00	\$ 3.00	\$ 3.00
8	High Early Cement 4.6 (4.6bag+145slag+wr)	TBD	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 180.00	\$ 180.00	\$ 225.00	\$ 225.00	\$ 25.00	\$ 25.00
9	TOTALS			\$ 1,987,640.00		\$ 2,079,480.00		\$ 2,066,106.00		\$ 1,441,480.00		\$ 1,770,245.05
			bid bond		bid bond		bid bond		bid bond		bid bond	

SECTION II**BIDDER SUMMARY SHEET****2026 CITY OF DARIEN SIDEWALK/DRIVEWAY/APRON AND CURB AND GUTTER
CONCRETE REPLACEMENT PROGRAM**Firm Name: SUBURBAN CONCRETE, INC.Address: 21227 W. COMMERCIAL DR.City, State, Zip Code: MUNDELEIN, IL 60060Contact Person: JOHN LEWICKFEIN #: 36-3590969Phone: (847) 837 8805 Fax: ()Mobile: (847) 833 2050E-mail Address: SUBURBAN CONCRETE@COMCAST.NET**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices for: SUMMARY SCHEDULE

All bids shall be sealed and returned prior to the bid opening at 9:00 a.m. on Tuesday, December 9, 2025 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

NO.	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	PCC-SIDEWALK IN PLACE	20,000-27,000	SQUARE FOOT	27,000 X Unit Cost	9.50	256,500. ⁰⁰
2.	PCC-SIDEWALK IN PLACE-ADA	700-1000	SQUARE FOOT	1000 X Unit Cost	28.50	28,500. ⁰⁰
3.	PCC-DRIVE WAY APRON	2,000-10,500	SQUARE FOOT	10,500 X Unit Cost	9.00	94,500. ⁰⁰
3A.	PCC-DRIVE WAY APRON WITH FIBER MESH	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	9.95	154,225. ⁰⁰
4.	PCC CURB AND GUTTER - WITH CONCRETE GROUT (CLSM)	21,000-27,500	LINEAL FOOT	27,500 X Unit Cost	33. ⁰⁰	907,500. ⁰⁰
5.	DRIVEWAY CONCRETE WITH WIRE MESH OR FIBER MESH CONCRETE MIX	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	20. ⁰⁰	20. ⁰⁰
6.	CONCRETE SEALER - APRON	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	5. ⁰⁰	5. ⁰⁰
7.	CONCRETE SEALER - DRIVEWAY	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	5. ⁰⁰	5. ⁰⁰
8.	HIGH EARLY CEMENT 4.6 (4.6BAG+145SLAG+WR)	TO BE DETERMINED	CUBIC YARD	1 X Unit Cost	225. ⁰⁰	225. ⁰⁰
9.	TOTAL PROJECT COST					1,441,486. ⁰⁰

Total Project Cost in written form: ONE MILLION FOUR HUNDRED FORTY-ONE

THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND ZERO CENTS

Below, please find an item description of the abovementioned:

- 1 - This item will include the following:
 - Removal of existing concrete sidewalk with a GRADALL
 - Placement of forms shall consist of slip-forms
 - Placement and finishing of the concrete sidewalk
 - Unit of measurement for pay item is per square foot
 - Sidewalk thickness shall be at 4-inches, except through the driveway which shall be at 5-inches.
- 2 - This item will include the following:
 - Removal of existing concrete sidewalk with a GRADALL
 - Placement and finishing of the concrete sidewalk to comply with the American with Disabilities Act for depressing sidewalk at intersections as requested. The concrete will consist of a Red concrete produced at the concrete plant, and the insertion of the truncated dome as specified per the attached.
 - Unit of measurement for pay item is per square foot.

VENDOR INFORMATION

The Contract shall begin on May 1, 2026 and be in effect until April 30, 2027.

TO BE COMPLETED BY VENDOR

COMPANY NAME: SUBURBAN CONCRETE, INC.

CONTACT PERSON: JOHN LEVERICK

ADDRESS: 21227 W. COMMERCIAL DR.

CITY, STATE, ZIP CODE: MUNDELEIN, IL 60060

TELEPHONE NUMBER: Office: 847 837 8805 Mobile: 847 833 2050

FACSIMILE NUMBER: _____

E-MAIL ADDRESS: SUBURBANCONCRETE@COMCAST.NET

AUTHORIZED SIGNATURE: 

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 the Sidewalk/Driveway/Apron & Curb & Gutter Concrete Replacement Program

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

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

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

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of

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

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

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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor _____

Title: _____

Date: _____

Date: _____

MOTION NO. _____

AGENDA MEMO

City Council

February 2, 2026

ISSUE STATEMENT

A motion authorizing the purchase of four Grundfos Machine Health sensors and installation from Grundfos Americas Corporation in an amount not to exceed \$6,000.00. See [Exhibit A](#).

AND

A motion authorizing the installation of the Grundfos Machine Health subscription-based predictive maintenance software from Grundfos CBS, Inc., in an amount not to exceed \$4,800.00. See [Exhibit A](#).

BACKGROUND/HISTORY

The Grundfos Machine Health system consists of wireless sensors that provide predictive maintenance capabilities with real-time, actionable insights into the condition of motor-driven pump equipment. The City currently operates five (5) potable water pumps ranging from 25 to 40 horsepower. These pumps are used to convey potable water from water plants located near Plainfield Road and 75th Street. In late 2024, Staff had tested one sensor and recently identified motor vibrations that required repairs.

Operational data is continuously collected through wireless sensors and securely stored on a cloud-based platform. The sensors are monitored by Grundfos CBS, Inc., which provides ongoing oversight and alerts for early signs of premature equipment failure.

Each sensor detects and measures the following parameters:

- Tri-axial vibration
- Low-power vibration
- Magnetic flux
- Temperature

Using synchronous sampling, the sensors establish baseline operating conditions for each motor and continuously analyze performance data. When anomalies are detected, alarms are triggered and the data is processed through artificial intelligence (AI) algorithms and reviewed by certified vibration analysts. The system monitors for more than 38 common machine malfunctions, including but not limited to vibration issues, misalignment, resonance, cavitation, and bearing wear. Upon confirmation of problems, Grundfos will contact Staff regarding the concerns.

The implementation of the Grundfos Machine Health system enables staff to proactively address motor and pump issues before catastrophic failure occurs, reducing downtime and avoiding costly motor replacements.

The proposed expenditure would be expended from the following line accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
02-50-4223	Water Department – Building Maintenance Electrical – Pumping Station Pumps & Motors Maint.	\$20,000.00	\$10,800.00	\$9,200.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends a motion authorizing the purchase of four Grundfos Machine Health sensors and installation from Grundfos Americas Corporation in an amount not to exceed \$6,000.00.

AND

A motion authorizing the installation of the Grundfos Machine Health subscription-based predictive maintenance software from Grundfos CBS, Inc., in an amount not to exceed \$4,800.00.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



City of Darien

GMH Expansion Proposal

Grundfos Machine Health: 2025 Expansion Quote

Customer Information

This quote is provided to

Kris Throm

kthrom@darienil.gov; 630-514-3453

For Reliability Services at

City of Darien

1041 S Frontage Rd., Darien, IL 60561

Description of Product/Service

Grundfos Machine Health is a subscription-based predictive maintenance software service. By using machine learning technology (Artificial Intelligence) and applying it to mechanical data collected on a continuous basis, we enable you to identify the precise cause of developing mechanical issues at their earliest stage, reducing time spent on root cause analysis, and preventing machine degradation and unexpected failures. This quotation is for the expansion of 4 additional assets.

Term and Pricing

	Price Per Asset	Asset Qty	Total
Installation (Grundfos CBS, Inc.)			
Expansion Installation (one-time fee)	\$1,200	4	\$4,800
Subscription (Grundfos Americas Corporation)			
12 Month Term, Yearly Subscription	\$1,500	4	\$6,000
<i>Term begins at installation</i>			
<u>Grand Total for Year 1</u>			<u>\$10,800</u>

Tax Status:

☒ Tax Exempt

☐ Sales Tax to be Applied

Billing Cycle:

Annual

Please issue and provide copies of the matching purchase orders for the amount listed above to proceed with your service expansion. **Installation services will be billed by Grundfos CBS, Inc., while the subscriptions will be billed by Grundfos Americas Corporation.**

Quotation authorized by:

Grundfos

Chad Thome

Global Sr. Key Account Manager – GMH

Signature:

Chad Thome

City of Darien

Kris Throm

Superintendent of Municipal Services

Signature:

PO:

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

Approval of a motion to enter into an agreement for professional services related to Management and Monitoring of 10-acres of Wetland/Natural Areas within the Tara Hill subdivision for a five year period beginning May 1, 2026 and ending April 30, 2031, for a total amount not to exceed \$42,480.00. Please note the proposed expenditures for future FYE 27 through FYE 31 would be forwarded and allocated to the budget at the future Budget Workshops. See [Exhibit A](#).

BACKGROUND/HISTORY

The wetlands are under the jurisdiction of the DuPage County Storm Water and Wetland Ordinance. It is the City of Darien's responsibility to maintain the abovementioned area through the established Special Service Area Agreement on file and to enforce any violations of the ordinance, such as destruction of the wetland area, dumping, or mowing in the buffer areas. The proposed contract is a multi-year contract as it allows the City and the consultant to maintain the wetlands to an optimal level. Christopher B. Burke Engineering, Ltd. has been managing the Tara Hill wetlands over the course of the last 15 years. The proposed contract is for five years and allows an optimal time line for items to be completed versus the customary three-year contract. The five-year program allows an opportunity to maintain costs with no increases through an efficient management plan. The five-year total is \$25,000 and includes the following tasks:

Task 1 – Site Monitoring and Management: CBBEL will complete two site monitoring and herbicide management visits (up to 8 hours/each) with senior staff and junior staff/intern during the growing season in years 2 and 4. During Years 1, 3 and 5, a controlled burn will be completed. The controlled burn will focus on the three wetland areas, completing one each of the three years.

Task 2 – Controlled Burn

Task 2A – Burn Administration: This task includes administration tasks associated with commencement of prescribed burning, including acquisition of state and/or local burn permits, prescribed burn insurance and coordination, correspondence and processing with these agencies. Prescribed burn administration costs will be billed lump sum as itemized in the Fee Estimate below.

Task 2B – Preparation for Prescribed Burn Management: This task includes obtaining necessary permits, mailing neighbor notification postcards, equipment preparation, and mobilization of 4 burn staff prior to conducting the burn.

We will compile a list of addresses for all residences, businesses, public institutions, etc. within 500 feet of the burn site, and will mail out neighbor notification postcards to provide proper notification of an upcoming prescribed burn. Note that, for tenants within office complexes or residential apartments/condominiums having one address, we will provide a digital pdf of the neighbor notification postcard for the client to provide notice of the upcoming burn. CBBEL will provide 24-hour advance burn notification for residents who respond to our postcard requesting such notice.

We will acquire IEPA open burn permit and any local permits; and notify the local fire district and others prior to the date and time of the burn. CBBEL will prepare a post burn report with photographs as part of the summary report. Direct costs, such as mailing and permit fees, are included in the fee estimate.

Task 2C – Prescribed Burn: A prescribed burn of one of the three wetlands will be completed every other year by up to 4 qualified CBBEL staff on a rotational basis, starting the first year in fall (with a spring contingency) and will be completed every other year pending appropriate vegetation (fuel) amounts and weather conditions. This estimate of fee assumes approximately up to 5 hours of on-site prescribed burning each year by CBBEL staff and equipment. This task will be completed in years 1, 3 and 5.

The completion of this task is dependent on the notification/authorization of the state and local authorities, and as weather conditions allow. This task does not include incidental costs incurred from the local fire district or others; incidental costs are not anticipated, will not be the responsibility of CBBEL, and will be forwarded to client if incurred.

CBBEL personnel are trained in prescribed burn procedures including standard burn safety procedures. CBBEL will provide a burn boss on the day of the burn who will coordinate all personnel associated with the prescribed burn, and who has IDNR Burn Manager Certification and/or Chicago Wilderness Prescribed Burn Training.

Every prescribed burn is unique because conditions vary by site and by day, therefore results will vary. Primary objectives of a controlled burn are to boost native establishment, increase biological diversity, reduce invasive species including undesirable woody vegetation, and reduce accumulated fuels. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by water level, wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all influence fire behavior. Please be advised that unburned vegetation will likely exist after project completion due to the limitations noted above.

Task 3 – Annual Summary: Following each growing season CBBEL will write an annual summary email listing management activities completed for the year. Recommendations will also be included. Burn reports will be provided during burn years in lieu of an annual summary.

All meetings, or services not outlined in this proposal will be charged on a time and materials basis.

FEE ESTIMATE

Year 1 (May 2026 – April 2027)

Task 2A – Burn Administration	\$ 500
Task 2B – Burn Preparation and Report	\$ 4,750
Task 2C – Prescribed Burn (3 Staff)	\$ 5,000
<u>Direct Costs</u>	<u>\$ 200</u>
Total Year 1	\$10,450

Year 2 (May 2027 – April 2028)

Task 1 – Vegetation Management (2X)	\$ 4,400
Task 3 – Annual Summary	\$ 350
<u>Direct Costs</u>	<u>\$ 200</u>
Total Year 2	\$ 4,950

Year 3 (May 2028 – April 2029)

Task 2A – Burn Administration	\$ 500
Task 2B – Burn Preparation and Report	\$ 4,880
Task 2C – Prescribed Burn (3 Staff)	\$ 5,150
<u>Direct Costs</u>	<u>\$ 250</u>
Total Year 3	\$10,780

Year 4 (May 2029 – April 2030)

Task 1 – Vegetation Management (2X)	\$ 4,600
Task 3 – Annual Summary	\$ 400
<u>Direct Costs</u>	<u>\$ 250</u>
Total Year 4	\$ 5,250

Year 5 (May 2030 – April 2031)

Task 2A – Burn Administration	\$ 500
Task 2B – Burn Preparation and Report	\$ 5,000
Task 2C – Prescribed Burn (3 Staff)	\$ 5,250
<u>Direct Costs</u>	<u>\$ 300</u>
Total Year 5	\$11,050

Total \$ 42,480

Funding for the Professional Services would be expended from the following line item of the FY 26/27 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROPOSED EXPENDITURE
10-70-4325	Maintenance Contractual Services-CBBEL	\$ 5,500
10-70-4325	Maintenance-Infrastructure	\$ 1,000
10-70-4325	Contingency For Additional Maintenance	\$ 250
Total Costs		\$ 10,450

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends the approval of the proposed 5-year professional services agreement with Christopher B. Burke Engineering, Ltd. in a total amount not to exceed \$42,480.00.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval, pending budget consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

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

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

December 5, 2025

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Services to Provide Management and Monitoring of 10-acres of Wetland/Natural Areas within Tara Hill Subdivision, Darien, DuPage County, Illinois

Dear Mr. Gombac:

As requested, Christopher B. Burke Engineering Ltd. (CBBEL) proposes to provide services related to management and monitoring of the three wetland areas at Tara Hill for a five-year period (fiscal years 2026-2030). This agreement would commence May 1, 2026 and end on April 30, 2031.

SCOPE OF SERVICES

It is understood that the fulfillment and completion of the following tasks will be the responsibility of CBBEL.

Task 1 – Site Monitoring and Management: CBBEL will complete two site monitoring and herbicide management visits (up to 8 hours/each) with senior staff and junior staff/intern during the growing season in years 2 and 4. During Years 1, 3 and 5, a controlled burn will be completed. The controlled burn will focus on the three wetland areas, completing one each of the three years.

Task 2 – Controlled Burn:

Task 2A – Burn Administration: This task includes administration tasks associated with commencement of prescribed burning, including acquisition of state and/or local burn permits, prescribed burn insurance and coordination, correspondence and processing with these agencies. Prescribed burn administration costs will be billed lump sum as itemized in the Fee Estimate below.

Task 2B – Preparation for Prescribed Burn Management: This task includes obtaining necessary permits, mailing neighbor notification postcards, equipment preparation, and mobilization of 4 burn staff prior to conducting the burn.

We will compile a list of addresses for all residences, businesses, public institutions, etc. within 500 feet of the burn site, and will mail out neighbor notification postcards to provide proper notification of an upcoming prescribed burn. Note that, for tenants

within office complexes or residential apartments/condominiums having one address, we will provide a digital pdf of the neighbor notification postcard for the client to provide notice of the upcoming burn. CBBEL will provide 24-hour advance burn notification for residents who respond to our postcard requesting such notice.

We will acquire IEPA open burn permit and any local permits; and notify the local fire district and others prior to the date and time of the burn. CBBEL will prepare a post burn report with photographs as part of the summary report. Direct costs, such as mailing and permit fees, are included in the fee estimate.

Task 2C – Prescribed Burn: A prescribed burn of one of the three wetlands will be completed every other year by up to 4 qualified CBBEL staff on a rotational basis, starting the first year in fall (with a spring contingency) and will be completed every other year pending appropriate vegetation (fuel) amounts and weather conditions. This estimate of fee assumes approximately up to 5 hours of on-site prescribed burning each year by CBBEL staff and equipment. This task will be completed in years 1, 3 and 5.

The completion of this task is dependent on the notification/authorization of the state and local authorities, and as weather conditions allow. This task does not include incidental costs incurred from the local fire district or others; incidental costs are not anticipated, will not be the responsibility of CBBEL, and will be forwarded to client if incurred.

CBBEL personnel are trained in prescribed burn procedures including standard burn safety procedures. CBBEL will provide a burn boss on the day of the burn who will coordinate all personnel associated with the prescribed burn, and who has IDNR Burn Manager Certification and/or Chicago Wilderness Prescribed Burn Training.

Every prescribed burn is unique because conditions vary by site and by day, therefore results will vary. Primary objectives of a controlled burn are to boost native establishment, increase biological diversity, reduce invasive species including undesirable woody vegetation, and reduce accumulated fuels. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by water level, wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all influence fire behavior. Please be advised that unburned vegetation will likely exist after project completion due to the limitations noted above.

Task 3 – Annual Summary: Following each growing season CBBEL will write an annual summary email listing management activities completed for the year. Recommendations will also be included. Burn reports will be provided during burn years in lieu of an annual summary.

All meetings, or services not outlined in this proposal will be charged on a time and materials basis.

FEE ESTIMATE

Year 1 (May 2026 – April 2027)

Task 2A – Burn Administration	\$ 500
Task 2B – Burn Preparation and Report	\$ 4,750
Task 2C – Prescribed Burn (4 Staff, 5 hrs burn)	\$ 5,000
<u>Direct Costs</u>	<u>\$ 200</u>
Total Year 1	\$10,450

Year 2 (May 2027 – April 2028)

Task 1 – Vegetation Management (2X)	\$ 4,400
Task 3 – Annual Summary	\$ 350
<u>Direct Costs</u>	<u>\$ 200</u>
Total Year 2	\$ 4,950

Year 3 (May 2028 – April 2029)

Task 2A – Burn Administration	\$ 500
Task 2B – Burn Preparation and Report	\$ 4,880
Task 2C – Prescribed Burn (4 Staff)	\$ 5,150
<u>Direct Costs</u>	<u>\$ 250</u>
Total Year 3	\$10,780

Year 4 (May 2029 – April 2030)

Task 1 – Vegetation Management (2X)	\$ 4,600
Task 3 – Annual Summary	\$ 400
<u>Direct Costs</u>	<u>\$ 250</u>
Total Year 4	\$ 5,250

Year 5 (May 2030 – April 2031)

Task 2A – Burn Administration	\$ 500
Task 2B – Burn Preparation and Report	\$ 5,000
Task 2C – Prescribed Burn (4 Staff)	\$ 5,250
<u>Direct Costs</u>	<u>\$ 300</u>
Total Year 5	\$11,050

Total \$42,480

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions with the exception that CBBEL controlled burn staff will be charged at a minimum \$250/hour during burns. Direct costs for mileage, burn fuel, blueprints, photocopying, mailing, overnight delivery, messenger services and report binding are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

If this proposal is acceptable, please sign one copy and return it as notice to proceed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Burke, Jr.', with a stylized flourish at the end.

Thomas T. Burke, Jr., PhD, PE
Executive Vice President

Encl: Schedule of Charges
General Terms and Conditions
Conditions for Burning

THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS & CONDITIONS, &
CONDITIONS FOR BURNING ACCEPTED FOR THE CITY OF DARIEN

BY: _____

TITLE: _____

DATE: _____

RPS/hmc
N:\PROPOSALS\ADMIN\2025\Darien Tara Hill MM_12052025.docx

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

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

These rates are in effect until December 31, 2026, at which time they will be subject to change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

CONDITIONS FOR PRESCRIBED BURNING

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

Structures, Trees and Shrubs

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

Letters of Intent

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

Burn Delays

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

Additional Costs

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

Health and Safety

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

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

Client Signature _____, Date _____

MOTION NO. _____

AGENDA MEMO**City Council****February 2, 2026****ISSUE STATEMENT**

Preliminary approval of a motion to enter into a five-year engineering agreement with Christopher B. Burke Engineering for professional services related to a Controlled Wetland Management Burn and Vegetation Management at the Dale Road Basin in an amount not to exceed \$37,600. See [Exhibit A](#).

BACKGROUND/HISTORY

An engineering agreement with Christopher B. Burke Engineering for a controlled burn consisting of 4-acres and commonly referred to as the Dale Basin. The basin fronts 67th Street, Dale Road, 68th Street and borders the rear of homes on High Road. Construction of the detention basin was completed in approximately 2004 by DuPage County and turned over to the City for all future maintenance.

As part of wetland management, the application of fire as a tool with its primary function is the eradication of undesirable vegetation and decaying plants. Introducing occasional fire during the late fall or early spring to a wetland that is artificially or naturally dry can greatly improve the structure and diversity of the vegetative community, thus improving the wetland for wildlife, such as pollinating insects and migratory song birds. Wildlife such as coyotes and geese do not migrate to these types of wetlands.

The scope of work to be performed by Christopher B. Burke Engineering includes permitting, notifications, controlled burns, vegetation management and reports. CBBEL has successfully performed other wetland burns within the City with very effective results and efficiency.

Year 1 (May 2026 – April 2027)

Task 1 – Vegetation Management	\$ 4,300
<u>Task 3 – Direct Costs</u>	<u>\$ 300</u>
Total Year 1	\$ 4,600

Year 2 (May 2027 – April 2028)

Task 1 – Vegetation Management	\$ 4,500
<u>Task 3 – Direct Costs</u>	<u>\$ 300</u>
Total Year 2	\$ 4,800

Year 3 (May 2028 – April 2029)

Task 1 – Vegetation Management	\$ 4,700
Task 2A - Burn Administration	\$ 500
Task 2B – Burn Preparation and Report	\$ 5,900
Task 2C – Prescribed Burn (4 Staff)	\$ 6,000
<u>Task 3 – Direct Costs</u>	<u>\$ 400</u>
Total Year 3	\$17,500

Year 4 (May 2029 – April 2030)

Task 1 – Vegetation Management (2X)	\$ 4,900
Task 3 – Direct Costs	\$ 300
Total Year 4	\$ 5,200

Year 5 (May 2030 – April 2031)

Task 1 – Vegetation Management (2X)	\$ 5,100
Task 3 – Direct Costs	\$ 400
Total Year 5	\$ 5,500

Funding for the Professional Services would be expended from the following line item of the FY 26-27 Budget, pending budget approval:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	PROPOSED EXPENDITURE
01-30-4325	Contractual Services-Dale Basin Wetland Management Burn-Year 1 of 5	\$ 37,600.00	\$ 37,600.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion enter into a five year engineering agreement with Christopher B. Burke Engineering for professional services related to a Controlled Wetland Management Burn and Vegetation Management at the Dale Road Basin in an amount not to exceed \$37,600.

ALTERNATE DECISION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026, City Council agenda for formal approval, pending budget consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 11, 2025

City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac, Director of Municipal Services

Subject: Professional Services Proposal of Vegetation Management for the 4-acre
Dale Road Wetland Basin, Darien, DuPage County, Illinois

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal to perform professional services for the Dale Road Wetland Basin.

UNDERSTANDING OF THE ASSIGNMENT

We understand that City of Darien would like CBBEL to continue management of a 4-acre stormwater-wetland basin located on Dale Road, Darien, Illinois (Exhibit 1). We understand that controlled burn and herbicide management services are being requested for a five-year period following the City Fiscal Year (May 1 through April 30). Year 1 of 5 (FY 2027) starts May 1, 2026.

SCOPE OF SERVICES

Task 1 – Weed Control: CBBEL will visit the Dale Road Wetland Basin throughout the growing season for up to 2 staff (16 hours for 1 senior staff and 16 hours for an intern) to complete mechanical and chemical treatments to reduce invasive and/or aggressive plant species. CBBEL will provide email updates with photos and recommendations at the end of the growing season.

Task 2A – Burn Administration: This task includes administration tasks associated with commencement of prescribed burning, including acquisition of state and/or local burn permits, prescribed burn insurance and coordination, correspondence and processing with these agencies. Prescribed burn administration costs will be billed lump sum as itemized in the Fee Estimate below.

Task 2B – Preparation for Prescribed Burn Management: We will acquire IEPA open burn permit and any local permits; and notify the local fire district and others prior to the date and time of the burn. This task includes obtaining necessary permits, mailing neighbor notification postcards, equipment preparation, and mobilization prior to conducting the burn.

We will use a compiled list of addresses to notify all residences, businesses, public institutions, etc. within 500 feet of the burn site, by mail with neighbor notification postcards to provide notification of an upcoming prescribed burn. Note that, for tenants within office complexes or residential apartments/condominiums having one address, we will provide a digital pdf of the neighbor notification postcard for the client to provide notice of the upcoming burn. CBBEL will provide day before burn notification for residents who respond to our postcard requesting such notice and provide contact information.

CBBEL will prepare a post burn report with photographs as part of the summary report. Direct costs, such as mailing and permit fees, are included in the fee estimate.

Task 2C – Prescribed Burn: A controlled burn of the 4-acre Dale Road Basin will be completed and managed by three qualified CBBEL staff once within the five-year period as weather conditions allow. This fee estimate assumes the prescribed burn will be completed in one day by CBBEL. All billing is on a time and materials basis. CBBEL will attempt the burn in Spring or Fall as vegetation (fuel) amounts and weather conditions comply.

The completion of this task is dependent on the notification/authorization of the state and local authorities, and as weather conditions allow. This task does not include incidental costs incurred from the local fire district or others; incidental costs are not anticipated, will not be the responsibility of CBBEL, and will be forwarded to client if incurred.

CBBEL personnel are trained in prescribed burn procedures including standard burn safety procedures. CBBEL will provide a certified IDNR burn manager on the day of the burn who will coordinate all personnel associated with the prescribed burn.

Every prescribed burn is unique because conditions vary by site and by day, therefore results will vary. Primary objectives of a controlled burn are to boost native establishment, increase biological diversity, reduce invasive species including undesirable woody vegetation, and reduce accumulated dead fuels. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by water level, wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all influence fire behavior. Please be advised that unburned vegetation will likely exist after project completion due to the limitations noted above.

Task 3 – Direct Costs: Costs for mileage, burn fuel, blueprints, photocopying, mailing, overnight delivery, messenger services and report binding are included.

FEE ESTIMATE

Year 1 (May 2026 – April 2027)

Task 1 – Vegetation Management	\$ 4,300
Task 3 – Direct Costs	\$ 300
Total Year 1	\$ 4,600

Year 2 (May 2027 – April 2028)

Task 1 – Vegetation Management	\$ 4,500
Task 3 – Direct Costs	\$ 300
Total Year 2	\$ 4,800

Year 3 (May 2028 – April 2029)

Task 1 – Vegetation Management	\$ 4,700
Task 2A – Burn Administration	\$ 500
Task 2B – Burn Preparation and Report	\$ 5,900
Task 2C – Prescribed Burn (4 Staff)	\$ 6,000
Task 3 – Direct Costs	\$ 400
Total Year 3	\$17,500

Year 4 (May 2029 – April 2030)

Task 1 – Vegetation Management (2X)	\$ 4,900
Task 3 – Direct Costs	\$ 300
Total Year 4	\$ 5,200

Year 5 (May 2030 – April 2031)

Task 1 – Vegetation Management (2X)	\$ 5,100
Task 3 – Direct Costs	\$ 400
Total Year 5	\$ 5,500

Total \$37,600

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions with the exception that CBBEL controlled burn staff will be charged at a minimum \$250/hour during burns. Direct costs for mileage, burn fuel, blueprints, photocopying, mailing, overnight delivery, messenger services and report binding are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

If this proposal is acceptable, please sign one copy and return it as notice to proceed.

Sincerely,



Thomas Burke, Jr., PhD, PE
Executive Vice President

Encl: Schedule of Charges
General Terms & Conditions
Conditions for Burning
Exhibit 1

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

BY: _____

TITLE: _____

DATE: _____

RPS/hmc

N:\PROPOSALS\ADMIN\2025\Darien Dale Road Basin M&M 5-year_121125.doc

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

<u>Personnel</u>	<u>Hourly Rate</u>
Engineer VI	290
Engineer V	250
Engineer IV	215
Engineer III	190
Engineer I/II	165
Survey V	250
Survey IV	235
Survey III	215
Survey II	170
Survey I	145
Engineering Technician V	230
Engineering Technician IV	205
Engineering Technician III	150
Engineering Technician I/II	135
CAD Manager	225
CAD Technician II	165
CAD Technician I	145
GIS Specialist III	190
GIS Specialist I/II	165
Landscape Architect II	215
Landscape Architect I	190
Landscape Designer III	165
Landscape Designer I/II	130
Environmental Resource Specialist V	250
Environmental Resource Specialist IV	205
Environmental Resource Specialist III	175
Environmental Resource Specialist I/II	150
Environmental Resource Technician	150
Business Operations Department	170
Project Specialist	125
Engineering Intern	95
Transportation Planner VI	290
Transportation Planner V	250
Transportation Planner IV	215
Transportation Planner III	190
Transportation Planner I/II	165
Communications V	220
Communications IV	195
Communications III	170
Communications I/II	150

Direct Costs

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

These rates are in effect until December 31, 2026, at which time they will be subject to change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

CONDITIONS FOR PRESCRIBED BURNING

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

Structures, Trees and Shrubs

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

Letters of Intent

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

Burn Delays

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

Additional Costs

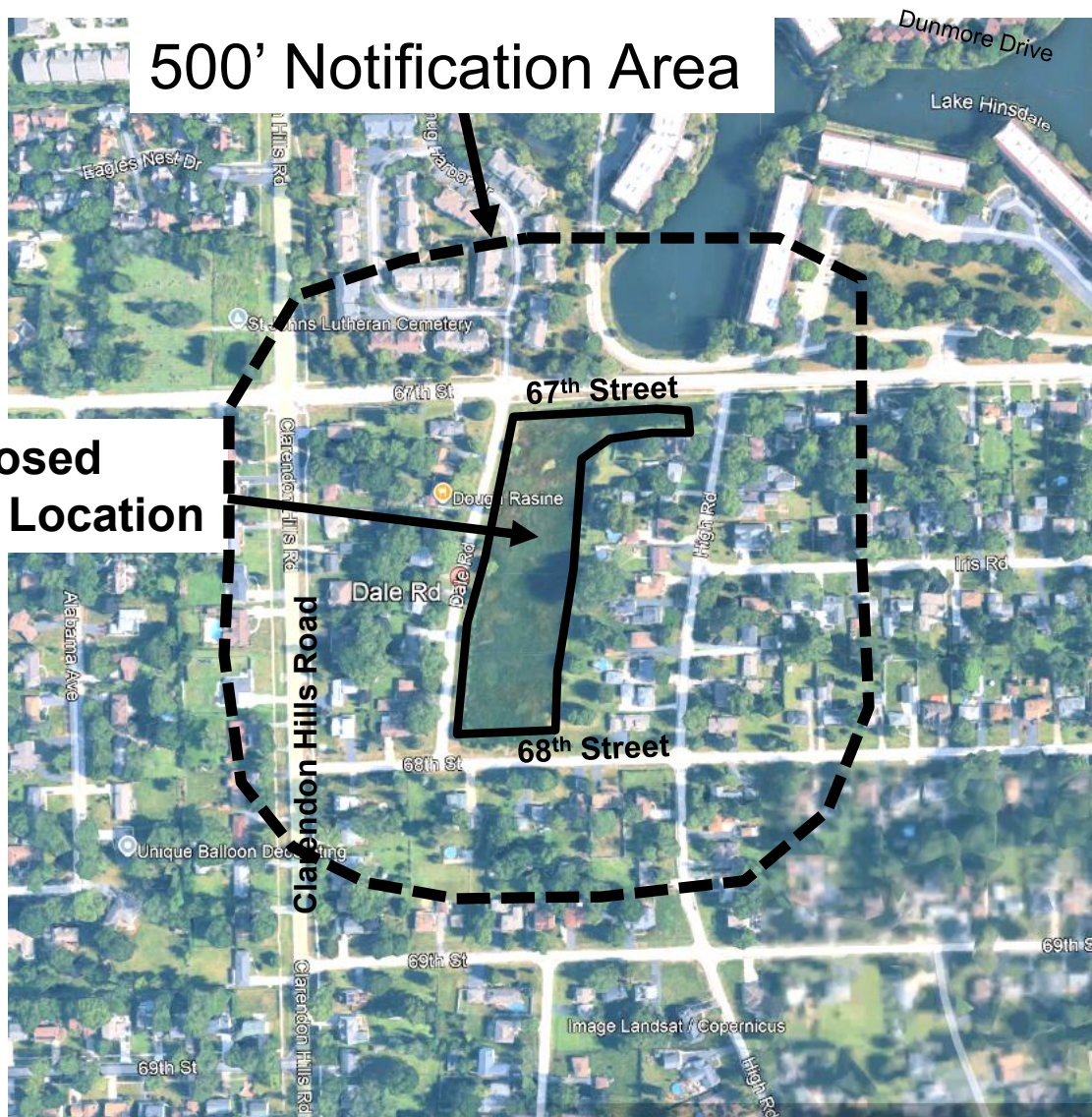
The client will also be responsible for any additional direct incurred costs on the project. These may include charges from local fire, police or utility companies and neighbor notification mailings.

Health and Safety

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

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

Client Signature _____, Date _____



500' Notification Area

Proposed Burn Location



Christopher B. Burke Engineering, Ltd.
9575 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
847-823-0500

CLIENT:
City of Darien

Project No.
TBD

2025

Dale Road Basin
Controlled Burn Location

Exhibit 1

MOTION NO. _____

AGENDA MEMO**City Council****February 2, 2026****ISSUE STATEMENT**

A motion authorizing the purchase of two new CL-17s and one new fluoride pH analyzer from HACH Company, in an amount not to exceed \$29,642.99. See [Exhibit A](#).

BACKGROUND/HISTORY

The FY25/26 Budget includes the replacement of chlorine and fluoride/pH electronic analyzers for the water system at Plant Two and the 75th Street Pumping Station. These units are over 12 years old and have exceeded their expected service life of 10–12 years. Additionally, the manufacturer will no longer provide support for these models, making replacement necessary to maintain reliable system operation.

The chlorine analyzers provide continuous monitoring and automatically adjust chlorine dosages through the Process Control and Monitoring (PCM) system to ensure optimal disinfection levels within the potable water system. The Power of Hydrogen, (pH) tester is utilized to confirm potable water for watermain breaks/suspect leaks and provides hardness readings as requested by residents.

HACH Company is the sole authorized manufacturer, sole installer and service provider. See [Attachment A](#).

The proposed expenditure would be expended from the following line accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
02-50-4231	Water Department System Maintenance	\$35,000.00	\$29,642.99	\$5,357.01

COMMITTEE RECOMMENDATION

A motion authorizing the purchase of two new CL-17s and one new fluoride pH analyzer from HACH Company, in an amount not to exceed \$29,642.99.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of February 2026.

AYES: _____

NAYS: _____

ABSENT: _____

The Sole Authorized Manufacturer and Direct Distributor Letter

12/5/2025

Customer Name: City of Darien

Customer Address: 1041 S FRONTAGE RD

Customer City, State, Zip: DARIEN, Illinois 60561-5404

Customer Account Number: 072834

Item(s):

Description(s):

RE: SOLE SOURCE LETTER – Hach Brand Instruments

Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

Other Hach Brands

Evita, GII, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you

MEMO



HACH
TOTAL
\$16,892.43
\$12,750.52

\$29,642.99

Quotation

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Number: 101256602v1
Use quote number at time of order to ensure
that you receive prices quoted

Quote Date: 05-Dec-2025

Quote Expiration: 04-Jan-2026

\$16,892.43

CITY OF DARIEN
WATER DIVISION
1041 S FRONTAGE RD
DARIEN, IL 60561-5404

Name: Kris Throm
Phone: 630-353-8105
Email: kthrom@darienil.gov

Customer Account Number : 072834

Sales Contact: Mike Johnson Email: michael.johnson@hach.com Phone: 847-917-4365

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
Equipment					
1	8572700	CL17sc Colorimetric Chlorine Analyzer with Standpipe Installation Kit and Reagents for Free Chlorine	2	3,645.00	7,290.00
2	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 Digital Sensors, 100-240 VAC, without power cord. Standard lead time 7 days.	2	2,768.00	5,536.00
Consumables					
3	2556900	Free Chlorine Reagent Set for chlorine analyzer CL17/CL17sc. Standard lead time 7 days.	15	58.99	884.85
4	8560400	CL17sc Tubing Kit (pre-assembled). Standard lead time 3 days.	2	163.00	326.00
5	8573100	CL17sc Cell Cleaning Kit. Standard lead time 3 days.	2	26.79	53.58
6	8568200	CL17sc Calibration Verification Kit	2	164.00	328.00
Service					
7	WRTUPGCL17SC	WarrantyPlus Service Partnership provides full coverage, including parts, labor, and travel for instrument startup, one preventative maintenance visit, and on-site repairs with priority status.	2	931.00	1,862.00

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
8	WRTUPGSC4500	WarrantyPlus Partnership provides full coverage, including parts, labor, and travel for instrument startup or one preventative maintenance visit, and on-site repairs with priority status.	2	306.00	612.00
Grand Total				\$	16,892.43

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information:

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information:

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change

Sales Contact:

Name: Mike Johnson
 Title: Regional Sales Manager
 Phone: 847-917-4365
 Email: michael.johnson@hach.com



Be Right™

Quotation Addendum

HACH COMPANY

Headquarters

5600 Lindbergh Drive
Loveland, CO 80538-8842

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance


E-mail: ach@hach.com

Checks: 2207 Collection Center
Drive, Chicago, IL 60693

Wire Transfers:

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ACH/EFT): 071923284
Routing (Dom Wires): 026009593
Swift Code Intl Wires: BOFAUS3N

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 7/13/2024						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 7/13/2024
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usagetaxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-installment fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from selling off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [§20](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralta.com and [Integrity and Compliance - Veralta](#) for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



Be Right™

Quotation

Quote Number: 101256822v2

Use quote number at time of order to ensure
that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 12/08/25

Quote Expiration: 01/07/26

CITY OF DARIEN
WATER DIVISION
1041 S FRONTAGE RD
DARIEN, IL 60561-5404

Name: Kris Throm
Phone: 6305143453/630-353-8
Fax: 7084582057
Email: kthrom@darienil.gov

Customer Account Number : 072834

Sales Contact: Mike Johnson Email: michael.johnson@hach.co

\$12,750.56

Line	Part Number	Description	Qty	Unit Price	Extended Price
Equipment					
1	9430000	SL1000 Portable Parallel Analyzer (PPA) Portable Colorimeter with USB. Standard lead time 15 days.	1	4,994.15	4,994.15
				Subtotal	\$ 4,994.15
Consumables & Accessories					
2	9094900	Battery, replacement, SL1000/SL250. Standard lead time 3 days.	1	202.35	202.35
3	105604	SL1000 Multi-Sample Cup. Standard lead time 10 days.	1	42.65	42.65
4	9394900	SL1000/SL250 Replacement Tray (Set of four). Standard lead time 7 days.	1	499.70	499.70
5	9427900	Chlorine verification Chemkey®. Standard lead time 20 days.	1	33.43	33.43
6	9436800	System verification Chemkey®. Standard lead time 20 days.	1	49.92	49.92
7	9759000	pH Chemkey® Reagents (box of 25). Standard lead time 60 days.	14	28.74	402.36
8	9374200	Car Charger for SL1000. Standard lead time 3 days.	1	65.45	65.45
9	8636300	High Range Hardness Chemkey® Reagents (box of 25). Standard lead time 25 days.	14	36.81	515.34

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
10	9878000	Fluoride Chemkey® Reagents (box of 25). Standard lead time 23 days.	14	58.89	824.46
11	9429200	Copper Chemkey® Reagents. Standard lead time 20 days.. LOQ lead time 21 days.	14	64.98	909.72
12	8499300	Free Chlorine Chemkey® Reagents (Qty 300). Standard lead time 3 days.	5	337.25	1,686.25
				Subtotal	\$ 5,231.63
Service					
13	BSPSL1000	Bench Service includes: Repair and Preventative Maintenance - parts & labor and calibration - all performed at the factory, unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans.	1	670.00	670.00
				Subtotal	\$ 670.00
				Grand Total	\$ 10,895.78
Optional pH Probe					
14	PHC20101	IntelliCAL PHC201 Laboratory General Purposes Gel Filled pH Electrode, 1 m Cable. Standard lead time 3 days.	1	391.00	391.00
15	2283449	Buffer Solution, pH 4.01, Color-coded Red, 500 mL. Standard lead time 3 days.	1	19.59	19.59
16	2283549	Buffer Solution, pH 7.00, Color-coded Yellow, 500 mL. Standard lead time 3 days.	1	19.59	19.59
17	2283649	Buffer Solution, pH 10.01, Color-coded Blue, 500 mL. Standard lead time 7 days.	1	19.59	19.59
18	2756549	pH Electrode Storage Solution, 500 mL. Standard lead time 7 days.	1	59.55	59.55
19	8508850	Universal Probe Stand for Standard IntelliCAL® Probes. Standard lead time 3 days.	1	321.00	321.00
				Subtotal	\$ 830.32
Optional Fluoride Probe					
20	ISEF12101	IntelliCAL ISEF121 Fluoride (F ⁻) Ion Selective Electrode (ISE), 1 m cable. Standard lead time 3 days.	1	1,348.00	1,348.00
21	29149	Fluoride Standard Solution, 1 mg/L, 500 mL. Standard lead time 3 days.	1	37.39	37.39
22	40505	Fluoride standard solution, 0.5 mg/L as F (NIST), 500 mL. Standard lead time 3 days.	1	37.39	37.39
23	2829017	Fluoride Ionic Strength Adjustor (ISA), 3.78 L. Standard lead time 3 days.	1	111.00	111.00
24	8508850	Universal Probe Stand for Standard IntelliCAL® Probes. Standard lead time 3 days.	1	321.00	321.00
				Subtotal	\$ 1,854.78

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information:

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point.
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.

- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees
This Quote is good for a one time purchase
Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change

Sales Contact:

Name: Mike Johnson
Title: Regional Sales Manager
Phone: 847-917-4365
Email: michael.johnson@hach.com

Prepared By:

Name: Mike Bigley
Title: Sales Support
Phone: 970-278-4949
Email: mbigley@hach.com

MOTION NO. _____

AGENDA MEMO

City Council

February 2, 2026

ISSUE STATEMENT

A motion accepting to extend a proposal from Sprinklers, Inc., for the spring startup and winter shutdown maintenance and backflow prevention testing of City owned irrigation systems and potable water backflow preventers as per the schedule of unit prices. See [Exhibit A](#).

BACKGROUND/HISTORY

The City owns and maintains 12 various backflow devices required to prevent any type of contaminants from flowing back into the City's potable watermain system. The devices serve landscaped irrigation sites adjacent to 75th Street, corners of Cass Ave and Plainfield Rd and the City hall Complex. Additional backflow devices that require testing are municipal owned buildings for specific potable and fire suppression lines. The backflow devices need annual certifications mandated by the State Plumbing Code for the Environmental Protection Agency Backflow Prevention Program.

The service for the irrigation systems include startup services and winter shutdown services and include the following:

Spring Startup

- Install Backflow Device and Meter
- Inspection of Controller
- Pressurize all Lines
- Inspect and Adjust all Irrigation Devices
 - *Repair Defective Devices and Fittings

Winter Shutdown

- Remove Meters and Backflow Devices
- Test Backflow Devices
- Certify Test results
 - *Repairs of Backflow Devices

*All repairs are based on an hourly rate of \$125 and required materials.

The services for the municipal building include an annual test and recertification of backflow devices for specific potable and fire suppression lines and/or irrigation services as noted above. Any additional repairs will be billed at the hourly rate of \$125 and required materials.

The competitive quote is a 3rd year extension of the competitive quotes submitted on February 24, 2024, see [Attachment A](#). Sprinklers, Inc. has agreed to hold their unit pricing based on the 2024 pricing schedule, see email attached and labeled as [Attachment B](#). The FY26/27 Budget includes for the irrigation project at the City Hall and would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26/27 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4223	Maintenance Building	\$11,100	\$6,830	\$ 4,270
	*Contingency-Repairs		\$1,500	\$ 2,770
			\$ 8,330	\$ 2,770

***A contingency has been included for any required repairs and materials**

COMMITTEE RECOMMENDATION

A motion accepting a proposal from Sprinklers, Inc., for the spring startup and winter shutdown maintenance and backflow prevention testing of City owned irrigation systems and potable water backflow preventers as per the schedule of unit prices. Staff has reviewed references with positive feedback.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



2024 - 2026 IRRIGATION & BACKFLOW PREVENTION MAINTENANCE PROGRAM COST SUMMARY												
ACCOUNT NUMBER	DESCRIPTION NUMBER	DESCRIPTION - BUILDING MAINTENANCE	IRRIGATION UNIT COST START UP	NO OF UNITS	COST	IRRIGATION UNIT COST SHUT	NO OF UNITS	COST	BACKFLOW DEVICES	NO OF UNITS	COST	ANNUAL COST
30-4223	1	POLICE DEPT. MAINTENANCE - 1710 PLAINFIELD RD - POLICE DEPT.	\$ 225.00	1	\$ 225.00	\$ 255.00	1	\$ 255.00				\$ 480.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
		FIRE SUPPRESSION BACKFLOW DEVICE * ADDITIONAL BACKFLOW DEVICE IDENTIFIED AFTER THE BID RELEASE							\$ 150.00	2	\$ 300.00	\$ 300.00
		POTABLE WATER BACKFLOW DEVICE* BACKFLOW DEVICE IDENTIFIED AFTER THE BID RELEASE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	2	CITY MAINTENANCE - 1702 PLAINFIELD RD - CITY HALL	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
		FIRE SUPPRESSION BACKFLOW DEVICE * ADDITIONAL BACKFLOW DEVICE IDENTIFIED AFTER THE BID RELEASE							\$ 150.00	2	\$ 300.00	\$ 300.00
30-4223	3	75TH & CASS WATERFALL WALL - 7532 CASS AVE	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	4	CLOCK TOWER - CASS AVE & PLAINFIELD RD	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	5	75TH ST - 75TH ST EAST OF PLAINFIELD RD/MCDONALDS	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
	6	75TH ST & PLAINFIELD RD BERM	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	7	75TH ST - 75TH ST WEST OF PLAINFIELD RD	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
	8	75TH ST EAST OF CASS AVE-TACO BELL	\$ 175.00	1	\$ 175.00	\$ 200.00		\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	9	75TH ST- 75TH ST WEST OF CASS AVE/LACE SCHOOL	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	10	75TH ST - 75TH ST EAST OF ADAMS ST	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	11	75TH ST - 75TH ST WEST OF ADAMS ST	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
	12	75TH ST WEST OF PARK AVE 1502 75th St	\$ 175.00	1	\$ 175.00	\$ 200.00						\$ 175.00
		IRRIGATION BACKFLOW DEVICE						\$ 200.00	\$ 125.00	\$ 1.00	\$ 125.00	\$ 325.00
		TOTAL ANNUAL COST			\$ 2,150.00			\$ 2,455.00			\$ 2,225.00	\$ 6,830.00
		ALL REPAIR COSTS MATERIAL COST + 15% AT HOURLY RATE \$125										

MARK 1 LANDSCAPE SPRINKLERS, INC. - BID TAB					
LOCATION	Test & Certify RPZ Unit Cost-Per Location	Spring Startup Unit Cost Per Location	Winter Shutdown	Labor Cost Unit	SUB TOTAL COST
			Unit Cost-Per Location	Cost-Hourly Rate	
1710 Plainfield Rd - Police Department	\$ 275.00	\$ 225.00	\$ 255.00	\$ 125.00	\$ 880.00
1702 Plainfield Rd - City Hall	\$ 275.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 775.00
7532 S Cass Ave - Dunkin Donuts	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
Clock Tower Sprinkler - Cass Ave & Plainfield Rd	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - east of Plainfield/McDonalds	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St & Plainfield Rd Berm	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - west of Plainfield Rd	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - east of Cass Ave-Taco Bell	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - west of Cass Lace School	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - east of Adams St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - west of Adams St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - west of Park Ave 1502 75th St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
TOTAL BID COST	\$ 1,800.00	\$ 2,150.00	\$ 2,455.00	\$ 1,500.00	\$ 7,905.00

\$ 500.00

CONTRACT PRICING WITH OPTIONAL EXTENSIONS FOR 2025 & 2026 SEASONS



Regina Kokkinis

From: Susan VerHaar <susan@mark1landscape.com>
Sent: Monday, December 29, 2025 11:58 AM
To: Regina Kokkinis; Andrew Moore
Cc: Dan Gombac
Subject: RE: Backflow/Irrigation Contract - 2026-27

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Regina,

Sorry for the delay.

Yes we are in agreement for a contract extension for May 1, 2026 – April 30, 2027

Thank you

Susan VerHaar
 Mark1 Landscape, Inc.
 Office: 847-648-0008
 Cell: 847-431-7455

From: Regina Kokkinis <rkokkinis@darienil.gov>
Sent: Tuesday, December 2, 2025 2:06 PM
To: Susan VerHaar <susan@mark1landscape.com>; Andrew Moore <andy@mark1landscape.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: Backflow/Irrigation Contract - 2026-27

Good Day,

Please confirm if you are in agreement with a contract extension of the unit pricing for May 1, 2026 – April 30, 2027.

Sincerely,

Regina Kokkinis

Administrative Assistant, Municipal Services City of Darien
 630-353-8105

To receive important information from the City of Darien sign up for our electronic newsletter:
 DARIEN DIRECT CONNECT Follow the link and subscribing is simple!
<https://darien.il.us/reference-desk/directconnect-enews>

From: Regina Kokkinis
Sent: Monday, March 10, 2025 10:22 AM
To: Susan VerHaar <susan@mark1landscape.com>; Andrew Moore <andy@mark1landscape.com>
Cc: Kris Throm <kthrom@darienil.gov>; Dan Gombac <dgombac@darienil.gov>
Subject: RE: Backflow/Irrigation Contract - 2025-26

Good morning,

Please see the attached pricing schedule as it relates to the subject line and confirm you are in agreement with the contract extension of the unit pricing for May 1, 2025 – April 30, 2026.

Sincerely,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien
630-353-8105

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

From: Dan Gombac <dgombac@darienil.gov>

Sent: Tuesday, March 12, 2024 4:04 PM

To: Susan VerHaar <susan@mark1landscape.com>; Andrew Moore <andy@mark1landscape.com>

Cc: Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>

Subject: RE: Backflow/Irrigation Contract

Hi Susan and Andrew

Attached is the program schedule and cost per year. Any additional labor will be paid at the \$125 per hr and any materials shall be cost plus 15%.

Pls Review the spreadsheet and provide your concurrence.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106 Mobile 630-514-2519

From: Susan VerHaar <susan@mark1landscape.com>

Sent: Tuesday, March 12, 2024 2:51 PM

To: Dan Gombac <dgombac@darienil.gov>

Cc: Andrew Moore <andy@mark1landscape.com>; Regina Kokkinis <rkokkinis@darienil.gov>

Subject: RE: Backflow/Irrigation Contract

Good Afternoon Dan,

In response to your email about pricing for additional backflow devices

City Hall

1. One additional backflow device for the fire suppression will add \$150.00

Police Department

1. One additional for potable will add \$125.00
2. Two additional for fire will add \$300.00

Feel free to reach out if there are any questions.

Thank you

Susan VerHaar
Mark I Landscape Inc.
Sprinklers Inc.
Office: 847-648-0008
Cell: 847-431-7455

From: Andrew Moore <andy@mark1landscape.com>

Sent: Tuesday, March 12, 2024 2:46 PM

To: Susan VerHaar <susan@mark1landscape.com>

Subject: Fwd: Backflow/Irrigation Contract

Begin forwarded message:

From: Dan Gombac <dgombac@darienil.gov>
Subject: Backflow/Irrigation Contract
Date: March 12, 2024 at 12:42:14 PM CDT
To: "Andy@mark1landscape.com" <Andy@mark1landscape.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>

Good morning Andy,

As a follow up attached is the bid tabulation in respect to the Subject. Upon review at the City Hall and Police Department there are additional Backflow devices as follows:

City Hall

1. One additional backflow device for the fire suppression

Police Department

1. One additional for potable
2. Two additional for fire

The total additional backflow devices that require testing is 4 and of the 4, 2 additional were pictured on pages 16 and 18 respectively. It appears that 1 potable and 1 fire suppression were not pictured.

We are requesting whether the attached costs are inclusive of the 2 additional backflow devices pictured on the abovementioned pages?

Since there are 2 additional backflow devices that were not pictured; 1 potable and 1 fire suppression, what is the extra charge on these devices or would you include the devices at the pricing per the att?

Please review and let me know.

Thanks

Daniel Gombac
Director of Municipal Services
630-353-8106 Mobile 630-514-2519

SECTION II**VENDOR SUMMARY SHEET**

2024 City of Darien Landscape Irrigation-Spring Startup and Winter Shutdown Maintenance and Backflow Prevention Testing for Irrigation Systems and City Hall Complex Maintenance Agreement.

Firm Name: Sprinklers, Inc.

Address: 1540 Hecht Dr. unit K

City, State, Zip Code: Bartlett, Illinois 60103

Contact Person: Andrew Moore

FEIN #: 86-1118282

Phone: (847) 648-0008 Fax: () _____

Mobile: (630) 240-3969

E-mail Address: ANDY@MARK1LANDSCAPE.COM

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

GENERAL PROVISIONS

Quote – The successful Vendor will be required to enter into a standard form Quote, (attached in Section III page 15) with the City of Darien within ten (10) days of notice of quote award (hereinafter referred to as the “Quote”).

Period of Performance - Actual work cannot begin until the City issues a written Notice to Proceed to the Vendor. In order to receive said Notice, the Vendor shall submit to the City for its approval all the necessary Quotes and insurance. City approval of the Quotes and insurance shall be evidenced by its issuance of the signed Quote by the City and the Notice to Proceed. The City reserves the right to terminate the relationship with the successful Vendor if these documents are not submitted to and approved by the City within ten (10) days of notice of quote award.

Assignment – Successful Vendor shall not assign the work of this Project without the prior written approval of the City.

Compliance with Laws – The Vendor 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 quotes or the performance of the Quote. Vendor 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 Quote will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its sub-Vendors agree to the same restrictions. The Vendor shall maintain, and require that its sub-Vendors 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. Vendors and all sub-Vendors 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. Vendors and all sub-Vendors 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 DuPage County or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Quote. If awarded the Quote, Vendor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records. Vendor 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. Vendor is 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.

Indemnification - The selected Vendor shall indemnify and hold harmless the City of Darien (“City”), and the County of DuPage, its officials, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Vendor, 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 Vendor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Quote Documents, including and claims or amounts recovered for any infringements of patent, trademark or copy right; or from any claims or amounts arising or recovered under the “Worker's Compensation Act; or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the

City, its officials, officers, directors, agents, employees, or representatives and their assigns shall have the right to defense counsel of their choice. The Vendor 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 Vendor 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 Vendor 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. The Vendor shall supply a certificate of insurance to a private property owner prior to engagement of work.

Firm Name: Sprinklers, Inc.

Signature of Authorized Representative: Andrew Moore

Title: President Date: 2/23/24

ACCEPTANCE: This proposal is valid for 120 calendar days from the date of submittal.

BUSINESS ORGANIZATION:

 Sole Proprietor: An individual whose signature is affixed to this quote.

 Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners.

 X Corporation: State of incorporation: Illinois

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois. In submitting this quote, it is understood that the City of Darien reserves the right to reject any or all quotes, to accept an alternate quote, and to waive any informalities in any quote. In compliance with your Invitation to Quote, and subject to all conditions thereof, the undersigned offers and agrees, if this quote is accepted, to furnish the services as outlined.

Sprinklers, Inc. (Corporate Seal)
Business Name

Andrew Moore
Signature

Andrew Moore
Print or type name

President
Title

2/23/24
Date

CITY OF DARIEN

QUOTE

This Quote is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and Sprinklers, Inc. (Hereinafter referred to as the "VENDOR").

WITNESSETH

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

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

The Invitation to Quote

The Instructions to the VENDORS

This Quote

The Terms and Conditions

The Quote as it is responsive to the City's quote 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 VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the Quote Documents and further described below:

2024 City of Darien Landscape Irrigation-Spring Startup and Winter Shutdown Maintenance and Backflow Prevention Testing for Irrigation Systems and City Hall Complex Maintenance Agreement.

(Hereinafter referred to as the "Work") and the CITY agrees to pay the VENDOR 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: VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Quote without the written consent of the CITY.

SECTION 4: TERM OF THE QUOTE: This Quote shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Quote 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 Quote with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify and hold harmless the City of Darien and the County of DuPage, 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 VENDOR, 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 VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the QUOTE DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR 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 VENDOR 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 VENDOR 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 Quote by the CITY is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the QUOTE DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The VENDOR 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 quotes or the performance of the Quote. VENDOR 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 Quote will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its sub VENDORS agree to the same restrictions. The VENDOR shall maintain, and require that its sub VENDORS 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. VENDORS and all sub VENDORS 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. VENDORS and all sub VENDORS 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 Quote. If awarded the Quote, VENDOR 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. VENDOR and sub VENDORS 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. VENDOR and sub VENDOR 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 VENDOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the QUOTE 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 VENDOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The VENDOR 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: VENDOR shall comply with all of the requirements of the Quote 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 Quote and venue for legal disputes shall be DuPage County, Illinois.

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

SECTION 13: LOCATION OF WORK:

The system for the planter beds is located on 75th Street between Farmingdale Drive to the east and Adams Street to the west. There are 8 planter beds with controlled boxes with a meter and backflow device. The awarded VENDOR will be responsible for the following:

SECTION 14: SPRING STARTUP-APRIL 1

Installation of water meter
Installation of backflow device
Pressurizing zone
Review system heads and supply lines for leaks and spray patterns

SECTION 15: VENDOR SHALL MAKE REPAIRS TO ALL IDENTIFIED DEFICIENCIES.

The VENDOR shall provide parts; invoice for parts shall be submitted and the VENDOR shall have the ability to provide a 15% markup. The repairs shall be made on actual time to repair the deficiency.

SECTION 16: WINTER SHUTDOWN-OCTOBER 15

City will shutdown the water service supply

VENDOR shall complete the following:

Remove and tag water meter as per location listed below

Removal, tagging and testing of each backflow device per location listed below

Submitting the backflow results electronically to Aqua Backflow. (City will provide link) and to the Municipal Services Department representative

Depressurize and evacuate all irrigation lines from residual water

SECTION 17-REPAIRS

VENDOR shall certify and/or make repairs to the specific backflow device. The VENDOR shall provide parts; invoice for parts shall be submitted and the VENDOR shall have the ability to provide a 15% markup. The VENDOR will also make a reimbursable payment to file the backflow device with Aquabackflow. The repairs shall be made on actual time to repair the deficiency of the backflow device.

FOR: THE CITY

By: _____

Print Name: _____

Title: Mayor

Date: _____

FOR: THE VENDOR

By: Andrew Moore

Print Name: Andrew Moore

Title: President

Date: 2/23/24

2024 City of Darien
Landscape Irrigation-Spring Startup and Winter Shutdown Maintenance and Backflow Prevention
Testing for Irrigation Systems and City Hall Complex Maintenance

SCHEDULE OF PRICES

QUOTE SUMMARY SHEET 2024						
		COST CENTER A	COST CENTER B	COST CENTER C	COST CENTER D	SUB TOTAL COST
	Cost Schedule	Test & Certify RPZ	Spring Startup	Winter Shutdown	Labor Cost	TOTALS OF A+B+C+D
	Location	Unit Cost-Per Location	Unit Cost-Per Location	Unit Cost-Per Location	Unit Cost- Hourly Rate	
1	1710 Plainfield Rd - Police Department	275.	225.	255.	125.	880.
2	1702 Plainfield Rd - City Hall	275.	175.	200.	125.	775.
3	7532 S Cass Ave - Dunkin Donuts	125.	175.	200.	125.	625.
4	Clock Tower Sprinkler -Cass Ave & Plainfield Rd	125.	175.	200.	125.	625.
5	75 th St-east of Plainfield/McDonalds	125.	175.	200.	125.	625.
6	75 th St & Plainfield Rd Berm	125.	175.	200.	125.	625.
7	75 th St west of Plainfield Rd	125.	175.	200.	125.	625.
8	75 th St east of Cass Ave-Taco Bell	125.	175.	200.	125.	625.
9	75 th St west of Cass Lace School	125.	175.	200.	125.	625.
10	75 th St east of Adams St	125.	175.	200.	125.	625.
11	75 th St west of Adams St	125.	175.	200.	125.	625.
12	75 th St west of Park Ave 1502 75 th St	125.	175.	200.	125.	625.
COST CENTER- TOTAL COST 1-12						7905.

Total Cost in written form: Seven Thousand Nine Hundred and Five Dollars

VENDOR INFORMATION SHEET

CONTACT NAME: Andrew Moore

ADDRESS: 1540 Hecht Dr. Unit K

CITY, STATE, ZIP: Bartlett, Illinois 60103

PHONENUMBERS: 847-648-0008

OFFICE: 847-648-0008 CELL: 630-240-3969

FAX NUMBER: _____

E-MAIL ADDRESS: ANDY@MARK1LANDSCAPE.COM

ALTERNATE CONTACT NAME: SUSAN - SUSAN@MARK1LANDSCAPE.COM

MOTION NO. _____

AGENDA MEMO**City Council****February 2, 2026****ISSUE STATEMENT**

A motion accepting a proposal at the unit prices for sidewalk grinding from Hard Rock Concrete Cutters, Inc. in an amount not to exceed \$83,920.00. See [Exhibit A](#).

BACKGROUND/HISTORY

City staff is tasked annually with identifying and marking sidewalk panels requiring replacement. Typical sidewalk replacement is triggered by vertical displacements beginning at approximately $\frac{3}{4}$ of an inch. Over the past 20 years, the City has replaced numerous sidewalk slabs. In many instances, it was identified slabs replaced within the last 5–10 years are again requiring removal.

The primary cause of premature sidewalk failure is tree root growth. Due to the heavy clay soil conditions, tree roots seek the nearest available water source. Stormwater commonly flows beneath sidewalks because of the stone base, attracting root growth. As roots expand, they lift sidewalk panels, creating vertical mismatches and resulting trip-and-fall hazards.

Concrete grinding addresses vertical mismatches and eliminates hazards; however, it is only applicable where the sidewalk condition allows for grinding rather than full slab replacement.

In 2024 and 2025, the City completed a citywide sidewalk-grinding program that received positive public feedback, caused minimal disruption, and resulted in an estimated cost savings of approximately 70% compared to full sidewalk replacement. This year will be the third consecutive year of the program, now considered an annual sidewalk maintenance initiative.

The targeted areas for this year's program include:

- 67th Street to Plainfield Road
- Clarendon Hills Road to Cass Avenue

Remaining quantities will address areas west of Cass Avenue to Fairview Avenue, northern limits up to Plainfield Road.

Hard Rock Concrete Cutters, Inc. has extended unit pricing through a cooperative purchasing contract initiated by the Village of Lombard, which includes several participating agencies. Hard Rock Concrete Cutters has confirmed that these unit prices, including a 2% Consumer Price Index (CPI) adjustment, will be extended to the City of Darien. Supporting documentation is included as [Attachment A](#).

The proposed expenditure will be funded from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	PROPOSED EXPENDITURE
25-35-4380	CONCRETE GRINDING	\$83,920.00	\$83,920.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion accepting the proposal from Hard Rock Concrete Cutters, Inc. for sidewalk grinding services at the established unit prices, in an amount not to exceed \$83,920.00.

Pending approval of the FY 2026/27 budget, the work is anticipated to be scheduled for late April through early May.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the February 2, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



Regina Kokkinis

From: Giovanni Sciortino <giovanni@hardrockconcretecutters.com>
Sent: Wednesday, December 31, 2025 12:22 PM
To: Dan Gombac; Regina Kokkinis
Cc: Kris Throm
Subject: Re: Sidewalk Cutting Options

Hi Dan,
 I just want to point out that this is year 2 for the MPI, and that pricing is \$41.96/cut (2% increase every year). If that is approved on your end, then we will be good to go.

All the best,
 Giovanni Sciortino
Project Manager of Municipalities and Sidewalks
Hard Rock Concrete Cutters
 601 Chaddick Drive
 Wheeling, IL 60090
 O - (847) 850-7711
 C - (847) 894-8356
giovanni@hardrockconcretecutters.com
www.hardrockconcretecutters.com
 Certified Women's Business Enterprise

From: Dan Gombac <dgombac@darienil.gov>
Sent: Wednesday, December 31, 2025 11:47:26 AM
To: Giovanni Sciortino <giovanni@hardrockconcretecutters.com>; Regina Kokkinis <rkokkinis@darienil.gov>
Cc: Kris Throm <kthrom@darienil.gov>
Subject: RE: Sidewalk Cutting Options

Good morning Giovanni,

Thank you for forwarding contract and specs. The City will participate with the Joint Coop for grinding as per the contract pricing. The City is anticipating approx. 2000 slabs/cuts. Please confirm that Hard Rock is in agreement with the city of Darien participating.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106 Mobile 630-514-2519

Regina for MS 1/26/26
 Budget

Slabs 2000	\$	41.14	\$	82,280.00
------------	----	-------	----	-----------

From: Giovanni Sciortino <giovanni@hardrockconcretecutters.com>

Sent: Thursday, December 18, 2025 1:35 PM

To: Dan Gombac <dgombac@darienil.gov>

Subject: Re: Sidewalk Cutting Options

Absolutely!

see attached bid packet and the bid tabulation showing we won.

All the best,

Giovanni Sciortino

Marketing Manager & Project Manager of Municipalities
Hard Rock Concrete Cutters

601 Chaddick Drive

Wheeling, IL 60090

O - (847) 850-7711

C - (847) 894-8356

giovanni@hardrockconcretecutters.com

www.hardrockconcretecutters.com

Certified Women's Business Enterprise

From: Dan Gombac <dgombac@darienil.gov>

Sent: Thursday, December 18, 2025 12:56 PM

To: Giovanni Sciortino <giovanni@hardrockconcretecutters.com>

Subject: Re: Sidewalk Cutting Options

Hi Giovanni

If you could forward the packet that would be great for now.

From: Giovanni Sciortino <giovanni@hardrockconcretecutters.com>

Sent: Thursday, December 18, 2025 9:31:49 AM

To: dgombac@darienil.gov <dgombac@darienil.gov>

Subject: Sidewalk Cutting Options

Good Morning Dan,

Luis informed me that once the current contract is done, you would like to jump on an MPI. That is definitely an option, and you would be able to jump on the Lombard 8 MPI.

There is no formal paperwork that needs to be filled out on both of our ends. I just need to provide you the full bid packet so you can have it as reference.

If this is something you would like to do, we can setup a call or I can come meet you in person.

Please feel free to reach out to me directly as Luis has moved on from our Sidewalk Cutting division.

All the best,

Giovanni Sciortino

Marketing Manager & Project Manager of Municipalities

Hard Rock Concrete Cutters

601 Chaddick Drive

Wheeling, IL 60090

O - (847) 850-7711

C - (847) 894-8356

giovanni@hardrockconcretecutters.com<mailto:giovanni@hardrockconcretecutters.com>

<https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.hardrockconcretecutters.com%2F&data=05%7C02%7Cgiovanni%40hardrockconcretecutters.com%7C428cc54511a54db144b008de3e672823%7C84e4bd260db54846be5aa090f07bddfa%7C0%7C0%7C639016809943461602%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWFpbGlldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=hDq52HTDPlwNLk69XVFX6AhLxwji3a1l1cgpBqjSH2Rs%3D&reserved=0><<https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.hardrockconcretecutters.com%2F&data=05%7C02%7Cgiovanni%40hardrockconcretecutters.com%7C428cc54511a54db144b008de3e672823%7C84e4bd260db54846be5aa090f07bddfa%7C0%7C0%7C639016809943508511%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWFpbGlldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=A8JVgnGtX1n0lgvX5JE9NmUrkhAOcmiuRO2M%2FcUOoc0%3D&reserved=0>>

Certified Women's Business Enterprise

Edit Bid Worksheet

Export to CSV

View Bid Posting
2025 RM PRG 15 - Sidewalk Slicing (#9541411)

Closing Date: 03/21/2025 10:00 AM CDT

Owner: Lombard IL, Village of

Solicitor: Lombard IL, Village of

Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion

Sections shown in this color are not included in the Base Bid Total - *Optional* completion

Sections shown in this color are fixed and cannot be edited by the bidder

					Hard Rock Concrete Cutters		Murphy Construction Services, LLC-Burr Ridge	
					ONLINE		ONLINE	
					Accepted		Accepted	
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Lombard Sidewalk Slicing								
1	1.1	Sidewalk Trip Hazard Removal - Lombard	EA	440	\$41.14	\$18,101.60	\$41.37	\$18,202.80
Lombard Sidewalk Slicing Total:					\$18,101.60		\$18,202.80	
Itasca Sidewalk Slicing								
2	2.1	Sidewalk Trip Hazard Removal - Itasca	EA	800	\$41.14	\$32,912.00	\$41.37	\$33,096.00
Itasca Sidewalk Slicing Total:					\$32,912.00		\$33,096.00	
Bensenville Sidewalk Slicing								
3	3.1	Sidewalk Trip Hazard Removal - Bensenville	EA	200	\$41.14	\$8,228.00	\$41.37	\$8,274.00
Bensenville Sidewalk Slicing Total:					\$8,228.00		\$8,274.00	
West Chicago Sidewalk Slicing								
4	4.1	Sidewalk Trip Hazard Removal - West Chicago	EA	465	\$41.14	\$19,130.10	\$41.37	\$19,237.05
West Chicago Sidewalk Slicing Total:					\$19,130.10		\$19,237.05	
Wheaton Sidewalk Slicing								
5	5.1	Sidewalk Trip Hazard Removal - Wheaton	EA	450	\$41.14	\$18,513.00	\$41.37	\$18,616.50
Wheaton Sidewalk Slicing Total:					\$18,513.00		\$18,616.50	
Woodridge Sidewalk Slicing								
6	6.1	Sidewalk Trip Hazard Removal - Woodridge	EA	450	\$41.14	\$18,513.00	\$41.37	\$18,616.50
Woodridge Sidewalk Slicing Total:					\$18,513.00		\$18,616.50	
Roselle Sidewalk Slicing								
7	7.1	Sidewalk Trip Hazard Removal - Roselle	EA	1700	\$41.14	\$69,938.00	\$41.37	\$70,329.00
Roselle Sidewalk Slicing Total:					\$69,938.00		\$70,329.00	
Bartlett Sidewalk Slicing								
8	8.1	Sidewalk Trip Hazard Removal - Bartlett	EA	1500	\$41.14	\$61,710.00	\$41.37	\$62,055.00
Base Bid Total:					\$247,045.70		\$248,426.85	

VILLAGE OF LOMBARD
CONTRACT DOCUMENT NUMBER 2025 Rm PROG 15
FOR
Sidewalk Slicing



Bid Opening Date:.....March 21, 2025
 Bid Opening Time:..... 10:00am CT
 Bid Opening Location:1051 S. Hammerschmidt Avenue
 Bid Opening Room:PW Board Room
 Bid Deposit:5%
 Performance Bond:..... YES

Submit Bids to: www.questcdn.com
 QuestCDN Project Number 9541411

Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance regarding free membership registration, downloading, bid submittal, or other software platform-related questions.

Note: Every page of this document is an integral part of the contract documents, and is part of any contract executed between the Village of Lombard and any successful Bidder.

TABLE OF CONTENTS

	Page
Cover Sheet	1
Table of Contents	2
Notice to Bidders.....	3
General Terms and Conditions.....	6
Schedule of Quantities.....	22
Bid Specifications	23
Special Provisions	28
Appendix A – Additional Municipality Specific Information	31
Appendix B – Project Area Maps	35
Appendix C – Documents to Return with Bid	43

VILLAGE OF LOMBARD
NOTICE TO BIDDERS
FOR
2025 RM PROG 15 – Sidewalk Slicing

TIME AND PLACE OF OPENING BIDS

Notice is hereby given that the Village of Lombard, Illinois, acting through the Department of Public Works, will receive bids via online electronic bidding only through Quest Construction Data Network (QuestCDN) until March 21, 2025 at 10:00 AM, local time for the 2025 RM Prog 15 – Sidewalk Slicing. **Paper bids will not be accepted and will be returned to the bidder unopened.** Bids will be publicly read at the Public Works Facility, 1051 S. Hammerschmidt Avenue, Lombard, Illinois immediately after bids are due.

Bid proposals for this Project will be considered to determine the lowest responsible bidder. Judgment on the award of the contract shall be based not only on cost, but also on past performance, experience, and ability to perform the work. The Village of Lombard reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations and other considerations the law allows in determining the definition of 'responsible bidder'. Bids will be acted upon by the President and Board of Trustees.

DESCRIPTION OF WORK

The Village of Lombard seeks contractors for removing vertical surface discontinuities in sidewalks between ½ " to 2½ ". All vertical surface discontinuities will be sawcut in complete accordance with the Americans with Disabilities Act. Vertical surface discontinuities ½" or greater will be sawed back at a maximum slope of 1:12 or less. All of the above, as well as other project details, are further described in the contract documents for the said work prepared by the Village of Lombard.

AVAILABILITY OF CONTRACT DOCUMENTS

Prospective Bidders **must** purchase contract documents through Quest Construction Data Network (QUESTCDN). This can be done via a link on the Village of Lombard website (www.VillageofLombard.org) or on the QUESTCDN website (www.questcdn.com). QUESTCDN is a web-based platform for construction project advertisements, bid documents, and plan holder lists. Prospective bidders will need the seven-digit QUESTCDN project number 9541411 to locate the job on the QUESTCDN website search page.

There is a \$22.00 non-refundable cost for downloading the contract documents in a pdf format. An online bidding cost of \$42.00 will be charged to those contractors who choose to submit an electronic bid through QuestCDN. **Bids will not be accepted from any prospective bidder who has not purchased contract documents through QuestCDN. Only online bids through QuestCDN will be accepted.**

Notwithstanding the foregoing, plans and specifications may be **examined** at the following locations:

VoL 06/24

- 1) **QUESTCDN**. The Village electronically posts Plans, Advertisements, Plan Holders Lists, and Addenda to QUESTCDN. For any additional services or assistance contact QUESTCDN at 952-233-1632 or info@questcdn.com.
- 2) Subscribers to **Dodge Data & Analytics** may view the documents through their service agreement. For any additional services, data subscribers should contact Dodge Data & Analytics, Telephone: 877-784-9556. Web: www.construction.com
- 3) Subscribers to **constructconnect** may view the documents through their service agreement. For any additional services, constructconnect data subscribers should contact constructconnect, Telephone: 877-422-6865. Web: www.constructconnect.com

HOWEVER, AN EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE.

BID SECURITY

All bid proposals must be accompanied by a bid bond payable to the Village of Lombard for five percent (5%) of the amount of the bid as provided in the General Requirements. Bidders will need to upload a copy of their bid bond or elect to use Surety2000. No proposals or bids will be considered unless accompanied by such a bond.

REJECTION OF BIDS

The Village reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals, and to waive technicalities.

A pre-bid meeting will not be held. Any question(s) must be submitted to the Project Manager huizingab@villageoflombard.org by no later than March 14, 2025 at 3:30 PM. Questions submitted after the deadline shall not be acknowledged.

Village of Lombard, Illinois

By: _____
Elizabeth Brezinski
Village Clerk

GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Lombard, the Village of Roselle, the Village of Bensenville, the Village of Itasca, the City of West Chicago, the City of Wheaton, the Village of Bartlett and the Village of Woodridge hereafter referred to as "Government Agencies", to jointly bid the cutting of sidewalks to address deficiencies and obtain compliance with the Americans with Disabilities Act.

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village/City and their manager or Board of Trustees/Council, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Work performed under this Request for Bids ("RFB"), shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this RFB per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

Bidders shall maintain pricing for a minimum of ninety (90) days from opening date.

3. AWARD

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily on any previous contract with, or work for, the Government Agencies.

4. TERM

The term of this Contract shall be one (1) year from the date of award. All participating parties reserves the right to renew this Contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this Contract.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago – Naperville - Elgin Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this Contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the

Contract.

5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This Contract shall cover the Government Agencies' requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Contract, whatever is deemed to be in the best interest of the Government Agencies.

In the event that the awarded Contractor(s) is unavailable, the Government Agencies reserve the right to use whatever contractor is available to minimize and/or mitigate damages to the Government Agencies.

6. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform scope of work identified herein

7. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this Project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village will NOT rebid the Project absent extraordinary circumstances.

8. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Government Agencies to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lombard will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

9. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

9.1 A performance bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency as security for the faithful performance of the Government Agency's contract; and

9.2 A payment bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency.

9.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus as determined by A.M. Best Ratings.

10. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Brendan Huizinga, huizingab@villageoflombard.org. Questions are requested one week prior to the Bid Opening and are required no later than 10:00 A.M. on March 14, 2025.

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

The Village of Lombard recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

11. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Government Agency, as authorized by the Government Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Government Agency and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Governmental Agency. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Governmental Agencies during the extended term of this Agreement.

Bidder and the other Government Agencies may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Governmental Agency.

The bidder shall provide the other Government Agencies with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the Project awarded by other Governmental Agencies
- Certificate of insurance naming each other Government Agency as an additional insured
- Certified payrolls to the other Governmental Agency for work performed

12. CONTACT WITH GOVERNMENT AGENCY PERSONNEL

All bidders are prohibited from making any contact with the Government Agencies' Presidents, Trustees, or any other official or employee of the Government Agencies (collectively, "Government Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Government Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager determines that the contact with Government Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

13. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Government Agency's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Government Agencies require all Bidders including owners or

employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Government Agency, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the government official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Lombard to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lombard requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Government Agency discovers an undisclosed potential or actual conflict of interest, that Government Agency may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

14. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

15. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics that perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html> and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the Project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Government Agencies or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the Contract or work to be performed.

16. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Prevailing Wages. All wages paid by the Contractor and each subcontractor shall follow The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible for notifying each subcontractor of the wage rates outlined in this contract and any revisions thereto.

Payroll Records. The Contractor and each subcontractor shall make and keep, for not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to Federal,

State, or local law enforcement agencies and prosecutors.

Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the Illinois Department of Labor, except that the full social security number and home address shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department of Labor.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488) Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which Contractors are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occurs within 5 years. Besides, a new monetary penalty of \$5,000 may be assessed against Contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

17. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et seq.)

Pursuant to 30 ILCS 570/0.01 et. Seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this Project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Lombard's Purchasing Manager.

18. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

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

19. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public.

20. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

21. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Lombard will review all unit prices submitted by the apparent lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Government Agency.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Government Agencies, the right is reserved to reject such bid at the discretion of the Village of Lombard.

22. DISCREPANCIES

In all cases of discrepancies between the drawings and specifications, the Government Agency's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

23. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

24. FIELD MODIFICATIONS

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the Project. Field modifications do not affect either the Project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

25. RESERVATION OF RIGHTS

Each Government Agency reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Government Agency and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Government Agencies opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Government Agencies shall not be considered an alteration of the bids.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

27. DEFINITIONS

- 27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Base Bids or Unit Prices.

27.2 **Supplemental Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as supplemental items, to which Work may be added or from which Work may be deleted for sums stated in Supplemental Bid or Unit Prices.

27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Government Agency may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

28. RESPONSIVE BID

28.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

28.2 Bidders shall promptly notify the Village of Lombard of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

29. MODIFICATIONS

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Lombard.

30. INSURANCE

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

30.1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000.

30.2. Auto Liability – Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this Contract.

30.3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation').

30.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.

30.5. Umbrella Coverage - \$2,000,000.00.

30.6. Contractor agrees that with respect to the above required insurance:

30.6.1. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

30.6.2. To provide separate endorsements: to name each Government Agency as an additional insured as their

interest may appear, and to provide thirty (30) days' notice, in writing, of cancellation or material change.

- 30.6.3. The Contractor's insurance shall be primary in the event of a claim.
- 30.6.4. Each Government Agency shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- 30.6.5. A Certificate of Insurance that states that each Government Agency has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: "The (Governmental Agencies name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."
- 30.7 **Umbrella Policy.** The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- 30.8 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Government Agencies may purchase such insurance coverages and charge the expense thereof to the Contractor.

31. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Lombard, the Village of Roselle, the Village of Bensenville, the Village of Itasca, the City of West Chicago, the City of Wheaton, the Village of Bartlett and the Village of Woodridge, their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

32. CHANGE IN STATUS

The Contractor shall notify the Village of Lombard and each Government Agency immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Lombard and each Government Agency shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

33. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary)

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

Notwithstanding written consent to subcontract approved by the Village of Lombard, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with

materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

34. CHANGE ORDERS

The Owner believes that the Project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the appropriate Government Agencies prior to execution.

34.1. Change Orders shall comply with 720 ILCS 5/33E-9.

34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Government Agencies Purchasing Manager.

34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

34.6. A written Change Order must be issued by the affected Governmental Agencies' Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

35. INVOICES AND PAYMENTS

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Government Agency to that Government Agency. The Contractor shall be responsible for paying its subcontractors.

The Contractor's subcontractors shall not invoice a Government Agency, nor shall a Government Agency pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Government Agency detailing the services the Contractor provided directly to the respective Government Agency. All services shall be invoiced based on unit pricing and quantities used. Each Government Agency shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Government Agency. Each Government Agency shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Lombard	Village of Itasca	Village of Bensenville	Village of Roselle
ATTN: Brendan Huizinga	ATTN: Michael Subers	ATTN: Brad Hargett	ATTN: Alvin Jorda
255 E. Wilson Avenue	411 N Prospect Ave	717 E. Jefferson Street	474 Congress Cir N.
Lombard, IL 60148	Itasca, IL 60143	Bensenville, IL 60106	Roselle IL, 60172

City of West Chicago	City of Wheaton	Village of Woodridge	Village of Bartlett
ATTN: Dave Shah	ATTN: Nathan Plunkett	ATTN: Scott Sramek	ATTN: Nick Talarico
475 Main Street	821 W. Liberty Drive	1 Plaza Drive	228 S Main Street
West Chicago, IL 60185	Wheaton, IL 60187	Woodridge, IL 60517	Bartlett, IL 60103

36. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Project Specifications, the General Terms & Conditions, the Invitation for Bids, the General Terms & Specifications and the Contractor's Bid Response.

37. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois for the Government Agencies whose office is in DuPage County, and in the Circuit Court of Cook County, Illinois for Government Agencies whose office is in Cook County.

38. NON-ENFORCEMENT BY THE GOVERNMENT AGENCY

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Governmental Agencies, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

39. INDEPENDENT CONTRACTOR

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

40. TERMINATION

The Government Agencies reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Government Agencies for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Government Agencies shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

41. NON-APPROPRIATIONS

The Government Agencies reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or Village Council or County Board or Sanitary District Board of the affected Government Agency.

42. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collusion

- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

43. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)(2)(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials.

44. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

- 45. CONTRACTOR'S LICENSES:** The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Governmental Agency in which the work is performed.

46. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the Project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. sub-contracts or purchase orders under any contract other than a formally advertised, competitively awarded,

fixed price contract.

- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

47. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of 90 calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Governing Board have accepted said bid.

48. COMPETENCY OF BIDDER

If requested in writing by a Government Agencies, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) Municipal references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

49. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Government Agencies and the issuance of Government Agencies purchase order.

50. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. *Prior to performing any Work*, Contractor and all subcontractors must obtain a business license in each Government Agency they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Government Agencies applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

51. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

52. ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the MANAGER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the MANAGER to discontinue such practice(s).

The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the MANAGER if such is the case.

53. OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Government Agencies must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

54. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Government Agencies are required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Government Agencies to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Government Agencies, copies of any and all such documents when directed to do so by the Government Agencies. All such documents shall be delivered to the Government Agencies Clerk's Office no later than five (5) working days after the date of the Government Agencies direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Government Agencies to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Government Agencies.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS

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

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

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

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

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

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

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

4.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify

VoL 06/24

each and every subcontractor of said revised rates.

- 4.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each subcontractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the subcontractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each subcontractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

6.0. DRUG FREE WORK PLACE

6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

6.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

6.1.2 Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village's or Contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor

VoL 06/24

agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act

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

8.0 PATRIOT ACT COMPLIANCE

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

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

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

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

<https://labor.illinois.gov/laws-rules/conned/current-prevailing-rates.html>

SCHEDULE OF QUANTITIES

Item No.	Community	EACH	Estimated Quantity
1	Lombard (Zones 7, 8 & 9)	Square	440
2	Bensenville	Square	200
3	West Chicago	Square	465
4	Wheaton	Square	450
5	Woodridge	Square	450
6	Roselle	Square	1700
7	Itasca	Square	800
8	Bartlett	Square	1500
	TOTAL		6005

SIDEWALK SAW CUTTING

BID SPECIFICATION

1.0 General

Wherever the word “Owner” or “Engineer” appears in this document, it shall be interpreted to mean each Government Agencies representative.

Wherever the word “Contractor” appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each Government Agencies for performance of prescribed work.

2.0 Scope of Project

This work shall consist of removing vertical surface discontinuities between ½” to 2½”. All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½” or greater will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

Contractor must track and document all sidewalk sawing cuts on a daily basis listing the location (as best possible), the measurements of both vertical surface discontinuities, width of cut and show quantity calculations. Contractor will also be responsible for continually monitoring the total costs of work as project progresses so that it will not exceed the awarded contract amount unless specifically directed by local agency’s Project Manager.

Work Orders will be issued to the Contractor by each Government Agency. The Work Orders will be submitted to the Contractor by each Government Agency on a monthly basis. The Work Orders must be completed by the Contractor within 30 days of issuance of each Work Order. Each Government Agency has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Lombard further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Anticipated locations of the work for each municipality is shown on Appendix B.

3.0 Maintenance Bond

The Contractor is required to furnish a maintenance bond approved by the Government Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions **for a period of one year** from date of written final acceptance and final payment. If within the one (1) year guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Government Agencies, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor’s expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

4.0 Contract Completion Date and Interim Completion Dates

The Contractor shall execute the contract within ten working days after contract award by each individual Governmental Agency. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Governmental Agency to Schedule the work. Interim dates stated below unless agreed to by Governmental Agency in writing.

Deliverables – All deliverables shall be submitted within two (2) calendar weeks of completion.

5.0 **Work Quality Inspection**

The contractor shall provide and maintain all traffic control and protection including but not limited to: arrow boards, signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements meeting IDOT requirements, or of the agency having jurisdiction over the right-of-way.

6.0 **Prosecution and Progress**

The Contractor shall complete all work under this Contract no later than October 31, 2025. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

7.0 **Contractor's Use of Premises**

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.
5. See Appendix A for each municipality's additional input on local parking plan.

8.0 **Pre-Construction Meeting**

A pre-construction meeting with the Contractor will be held with each Government Agency to discuss all issues pertaining to this Project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of subcontractors (if applicable) involved in this Project.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency and Non-emergency Contact info including emails and phone numbers.

9.0 **Weekly Meetings**

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor's working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

10.0 **Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve them from harm. No trees or shrubs shall be removed unless authorized by the Village Representative or Village Forester. The Contractor shall be responsible for damage to or loss of any tree or shrub. Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed following best forestry practices. No pruning of tree limbs or branches will be allowed without permission from the Village Forester or Village Representative. If the Village Representative or Village Forester determines that pruning is necessary, it will be done by an approved licensed landscaping Contractor. The Contractor shall contact the Village Representative at least 24 hours before his need to prune.

The Contractor shall protect parkway trees from damage by their operations. Failure to do so will result in the following deductions from monies owed to the Contractor:

Damage To Parkway Trees Causing Removal (Payment): Any person who damages a parkway tree so severely that the tree dies or requires removal shall compensate the VILLAGE for the loss of the parkway tree. The amount

paid shall be based on the following schedule:

1. If the damaged parkway tree is up to 6 in. in diameter (measured at 6 in. above ground level), the amount paid shall be determined by using the "Replacement Cost Method" of evaluating trees found in the most current edition of the Council of Tree and Landscape Appraisers Guide (CTLA) for Plant Appraisal.
2. For parkway trees larger than a 6 in. trunk diameter, (measured at 54 in. above grade) the amount paid shall be determined by using the "Trunk Formula Method" of evaluating trees found in the most current edition of the above-referenced CTLA's Guide.
3. Added to the costs established under the above provisions shall be the cost of the removal of the parkway tree.

Damage To Parkway Trees Not Causing Removal (Payment): Any person who causes injury to a parkway tree shall compensate the VILLAGE for the injury to the parkway tree. Such injuries include but are not limited to the following: damage to the tree trunk, broken branches, and the storing of construction materials within the drip-line of the tree. The amount paid shall be the actual cost to repair the damage. The Forestry Division (using the most current edition of the above-referenced CTLA's Guide) shall determine the appraised value or the partial loss in the tree value.

The following is a SAMPLE of both methods of evaluating parkway trees:

REPLACEMENT COST METHOD (TREES UP TO 6" DIAMETER):

2" AUTUMN BLAZE FREEMAN MAPLE	\$ 445.00
2" RED OAK	\$ 485.00
2" HEDGE MAPLE	\$ 390.00
2" IVORY SILK JAPANESE TREE-LILAC	\$ 395.00

TRUNK FORMULA METHOD (TREES OVER 6" DIAMETER):

10" HONEY LOCUST	\$ 1,725.00
15" LITTLE-LEAF LINDEN	\$ 3,550.00
18" SUGAR MAPLE	\$ 5,460.00
30" SILVER MAPLE	\$ 9,200.00

11.0 Safety

The Contractor shall comply with State, Local, and Federal Safety and Health regulations applicable to the work being performed including OSHA.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

12.0 Water Usage

See Appendix A for each municipality's additional input on local water usage plan.

13.0 Pay Estimates

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Municipality to that Municipality. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice a Municipality, nor shall a Municipality pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Municipality detailing the services the Contractor provided directly to the respective Municipality. All services shall be invoiced-based on unit pricing and quantities used. Each Municipality shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Municipality. Each Municipality shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to the local agency's Project Manager.

14.0 **Payout Procedures**

Each Government Agency payout procedure schedule will be submitted to the contractor at the pre-construction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each Government Agencies' Project Manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the Project Manager will submit to the contractor the latest quantities measured by Government Agency staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each Government Agency, the Government Agency will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the Government Agency inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per Government Agency inspection requirements.

Applications for payment must be submitted on a Government Agencies approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal Project Manager or the Engineer. Contractors shall not call each Government Agencies' Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of payment.

15.0 **Payment for Extra Work**

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, then the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

16.0 **Public Advisory**

A minimum of two weeks prior to commencing with sidewalk repair and maintenance work the Contractor shall coordinate with each Government Agency to provide general public notice of the work to be done.

"No Parking – Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

17.0 **Hours of Construction**

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

18.0 **Protection of Environment**

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

PROJECT SPECIAL PROVISIONS

1.0 SCOPE OF WORK

This work shall consist of removing vertical surface discontinuities between $\frac{1}{2}$ " to $2\frac{1}{2}$ ". All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities $\frac{1}{2}$ " or greater will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

All saw cutting work shall be completed with equipment capable of cutting at any angle and able to remove the concrete completely to all of the edges of the vertical surface discontinuity. No scarifications or similar large grinding machines are acceptable and will NOT be allowed.

All saw cutting shall be taken to the zero point of the vertical surface discontinuity to the adjacent opposite side and to both edges of the sidewalk to eliminate the trip hazard over the full width of the sidewalk.

Debris and concrete dust shall be cleaned from the sidewalk surface as well as the surrounding area of work. At no time shall concrete dust, slurry or debris be allowed to enter the village storm system.

The contractor shall submit a list of all vertical surface discontinuities that were removed, including measurements of height at each end and width, address location and notes associated with work.

Any vertical surface discontinuities greater than $2\frac{1}{2}$ " will be reported to the village engineer at the end of each work day. Spalled surfaces, sidewalk squares broken into 3 or more pieces and other sidewalk irregularities requiring removal and replacement will also be reported to the village engineer at the end of each day. All reported sidewalk deficiencies will have a corresponding street address or detailed description of location if an address is not available.

Contractor must track and document sidewalk sawing cuts on a daily basis listing the measurements of both vertical surface discontinuities and show in-foot calculations. Contractor will also be responsible continually monitoring the total costs of work as the Project progresses so that it will not exceed awarded contract amount unless specifically directed by Village Engineer.

The work under this item shall be paid for at the contract unit price per cut square for "SIDEWALK TRIP HAZARD REMOVAL". Said price shall include all labor, materials, and equipment necessary to complete the work in place.

FUNDING LIMITS

The Village of Lombard has budgeted a specific amount of funds for the construction of this Project. It is recognized that the cost to complete the work listed within these special provisions and the contract documents may vary from the budgeted amount. The quantities called for in this contract indicate the estimated amount of work to be expected. The actual amounts may vary depending upon actual field conditions. Bidders are hereby notified that the Village of Lombard reserves the right to adjust the quantities contained in this contract at its sole discretion to keep the construction cost near the estimated budget. It shall be understood and agreed that the contract unit prices shall prevail regardless of changes to the contract quantities which may be made subsequent to the contract award and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities. No increase in unit price will be allowed if the method of construction changes due to increased or decreased quantity. By submitting a bid, the successful bidder agrees to be bound by said unit prices, and will not make claims for adjustments due to work which may be added or deleted from the Project.

2.0 MEASUREMENT AND PAYMENT

Saw cutting of sidewalk will be measured for payment by unit of sidewalks cut. The cost of cleaning sidewalk shall be included in the price bid for saw cutting. The Contractor is required to record and submit, with each invoice, the location of each trip hazard removed. The work shall be paid for at the contract unit price per **SQUARE** for **SAW CUTTING SIDEWALK, SPECIAL**, which price shall include all labor, equipment, tools, materials, and all other costs associated with such work as specified herein. Included in the unit price bid shall be all labor, equipment and materials for the cutting of the concrete, cleaning up, and disposal of all debris to the Contractor's site. It shall also include the cost of transporting,

setup and removal of all equipment to each site.

3.0 PROJECT SUBMITTALS

The Contractor is required to submit a list of sidewalk(s) cut through the contract, which shall provide the date of the work, the address of the adjacent property at which the cut was made to each Government Agencies' Director of Public Works or his/her designee prior to initiation of the work. The contractor shall provide each agency with certification of the work completed within the defined area that states that they have cut all sidewalk deficiencies that met the specifications of the contract.

4.0 MATERIALS & SERVICES TO BE PROVIDED BY GOVERNMENT AGENCIES

4.1 **Water and Water Meter** – Each Government Agency shall furnish water for sidewalk saw cutting at no cost to the contractor. Water shall be obtained from hydrants designated by each Government Agencies' Director of Public Works or his/her designee and only through a meter/backflow device obtained from the Government Agency. There is a refundable deposit (up to \$2,000 as determined by each Government Agency) required for each meter/ backflow device. The meter deposit costs are subject to change. Meters shall only be used within the Government Agency from which they are obtained. The Contractor shall not use an Agency's meter to meter water in any other Agency.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Government Agencies' Public Works Director or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Owner's projects and shall not be used by the contractor for outside work.

Village of Lombard requires contractors to use Village provided hose lead from hydrant port to hydrant meter and meter shall be placed on ground. Hose from meter is not permitted across roadways. Vehicular traffic going over hoses on roadway may cause a hammering effect on water system, which in turn can cause a water main break.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from Government Agency hydrants.

See Appendix A for Additional Government Agencies – Water, Meter Rates, Overnight Parking and Disposal Information.

4.2 Village of Lombard – Billing rates and fees are listed below.

Water Meter Rental Charges

5/8" or 3/4" Meter

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

2" Meter

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

Contractors wishing to rent a water meter should contact the Village Department of Public Works at (630) 620-5740. The Finance Department will deduct the water meter rental fee from the deposit.

5.0 SCHEDULING OF WORK

- 5.1 Coordinate with Government Agencies pertaining to road work or other projects;
- 5.2 Coordinate with Government Agencies pertaining to lane closures or road closures;

- 5.3 Government Agencies will notify contractor of planned local events at pre-construction meeting;
- 5.4 Contractor to coordinate work with other utility companies.

6.0 PERMITS

The contractor is responsible for obtaining all permits needed for work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

Village of Lombard information is listed: Contractor must comply with other Government Agencies' respective permit requirements related to oversize/ overweight vehicles.

Equipment on Pavement and Structures. In accordance with Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<i>Maximum Gross Weight:</i>	<i>80,000 pounds</i>
<i>Maximum Gross Length:</i>	
<i>Tractor Trailer</i>	<i>55 feet</i>
<i>Truck Trailer</i>	<i>60 feet</i>
<i>Maximum Gross Width:</i>	<i>8 feet 6 inches</i>
<i>Maximum Gross Height:</i>	<i>13 feet 6 inches</i>
<i>Maximum Axle Weight Limit</i>	<i>20,000 pounds</i>
<i>Maximum Axle Tandem Weight Limit</i>	<i>34,000 pounds</i>

To reference the complete Village Ordinance concerning permit moves and fee structure visit
<http://www.villageoflombard.org/DocumentCenter/View/11754>

The Contractor must be familiar with the ordinance. This ordinance is strictly enforced; offenders will be subject to fine, arrest and prosecution.

The Lombard Police Department is now using an online-based permitting system via the website, www.oxcartpermits.com. Contractors applying for an overweight/oversize permit will have to use the Oxcart permitting software. The form can be completed on the Oxcart website under the Trucking login/sign up link (<http://oxcartpermits.com/user/trucking>)

Visit <http://www.villageoflombard.org/421/Truck-Enforcement-OversizeOverweight-Per> regarding enforcement and truck routes. If you have any questions regarding commercial motor vehicle/permits please contact Officer Latronica at 630-873-4453 or by e-mail at latronica@villageoflombard.org

**APPENDIX A:
ADDITIONAL MUNICIPALITY SPECIFIC INFORMATION**

Village of Lombard

Project Manager –Brendan Huizinga, Civil Engineering Tech
P: 630-280-8758
huizingab@villageoflombard.org

Local Parking Plan – Overnight parking available at Public Works Facility located at 1135 N Garfield St.

Local Water Plan – No charge for water, the Village of Lombard will allow water to be obtained from Village-owned hydrants, as approved by the Project Manager. The Contractor must obtain a permit and make a refundable deposit (up to \$2,000), install portable water meter/backflow device and maintain a record of water quantity used (no cost for water).

Maps – Attached

Note: The Village of Lombard has a not to exceed budget of \$20,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Lombard maps and the total cost is less than \$20,000.00, additional areas shall be provided by the Project Manager.

Village of Itasca

Project Manager – Mike Subars, Public Works Director, 630-773-2455
P: 630/773-2455
msubars@itasca.com

Local Parking Plan - All work vehicles can be stored inside the Public Works Facility, 411 N. Prospect Ave, Itasca, IL60143– Gate Access can be provided

Local Water Plan - Hydrant meter rental- \$1200 deposit - returned when meter is returned.

Maps – Attached

Village of Bartlett

Project Manager – Ashwin Saravanapandian, Civil Engineer
P: 630-837-0811
asaravanapandian@bartlett.il.gov

Local Parking Plan – Overnight parking is available at the Village's Public Works Facility located at 1150 Bittersweet Drive.

Local Water Plan – Water will be available free of charge at the Village's Public Works Facility located at 1150 Bittersweet Drive. The use of residential hydrants for a water source is strictly prohibited. The Contractor shall notify the Project Manager 48-hours in advance of beginning work so that a water meter

can be made available and installed at the fill-up site (no deposit will be required). The Contractor shall also be responsible for recording usage and reporting it to the Project Manager.

Maps – Attached

Note: The Village of Bartlett has a not-to-exceed budget of \$100,000. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Bartlett maps and the total cost is less than \$100,000, additional areas shall be provided by the Project Manager.

City of Wheaton

Project Manager – Nathan Plunkett, Street Superintendent

P:630-260-2116

nplunkett@wheaton.il.us

Local Parking Plan - Overnight parking for equipment storage is available in the City of Wheaton Public Works Yard at 822 W Liberty Dr, Wheaton, IL 60187.

Local Water Plan - No charge for water. The City of Wheaton will allow water to be obtained from any hydrant within the City limits. A refundable deposit of \$700 is required.

Village of Roselle

Project Manager – Alvin Jorda, Civil Engineer

P: 847-436-6503

ajorda@roselle.il.us

Local Parking Plan – Overnight parking is available at the Devlin Wastewater treatment plant located off Rush St. Arrangements will be made with our Wastewater Manager to have the equipment parked there overnight.

Local Water Plan – Public works rent out water meters that monitor the water usage. A list of which hydrants to use will be provided.

Maps – Attached

Village of Woodridge

Project Manager – Scott Sramek, Public Works Foreman

P: 630-719-4757

ssramek@woodridgeil.gov

Local Parking Plan – Overnight equipment parking and storage will be accommodated

Local Water Plan – A dedicated fire hydrant will be identified to accommodate water needs

Maps – Attached
City of West Chicago

Project Manager – Dave Shah, Assistant Director of Pu
P: 630-293-2255
dshah@westchicago.org

Local Parking Plan – Equipment storage available at 1400 W. Hawthorne Lane (see image below)



Local Water Plan - Fire hydrants approved by the City shall only be utilized to obtain water by the Contractor, which shall be determined by the City during the preconstruction meeting. Under no circumstance shall water be obtained from an unapproved hydrant or a facility, including private property. The water provided by the City shall be used for contract-related items only. The Contractor shall not be charged for the water used during the course of the Project; however; the contractor shall provide the Public Works Department or its representative the estimate of total water usage for the Project. The City reserves the right to issue a hydrant meter depending on the duration and the volume of water used on the Project. The Contractor shall have their equipment inspected and tested by authorized personnel from the City's Public Works Department. The Contractor's vehicle must have a fixed air gap, in order to pass City inspection. The contractor shall contact the Public Works Department at (630) 293-2255 to schedule an inspection prior to acquiring water.

Maps – attached

Village of Bensenville

Project Manager – Bradley Hargett, Assistant Village Engineer
P: 630-350-3411

bhargett@bensenville.il.us

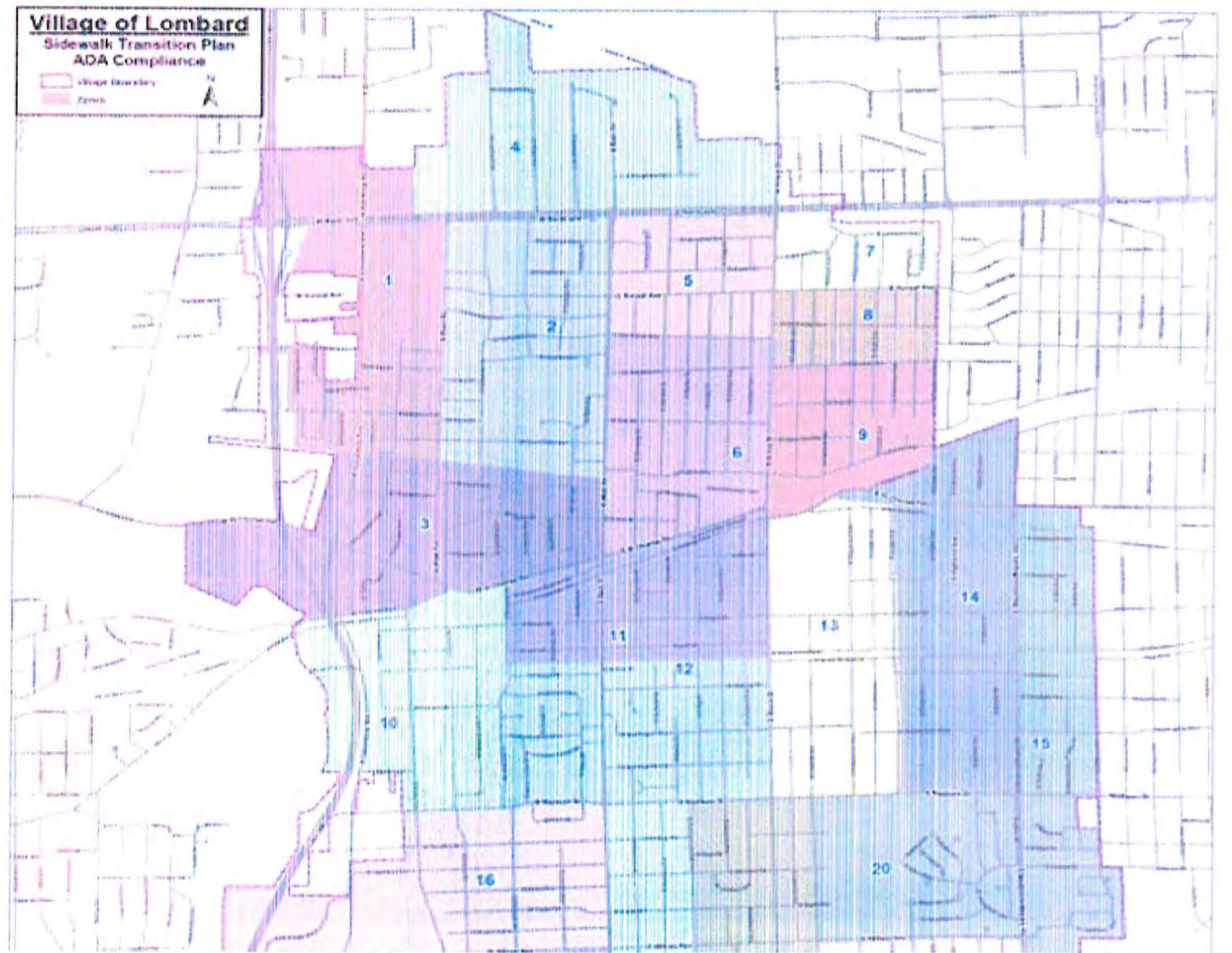
Local Parking Plan - Overnight equipment storage will be at the Village Public Works parking lot at 717 E. Jefferson Street, Bensenville 60106.

Local Water Plan - Contractor is prohibited from taking water from fire hydrants, but may obtain water at no cost from the Villages at a designated hydrant at Public Works facility.

Maps – attached

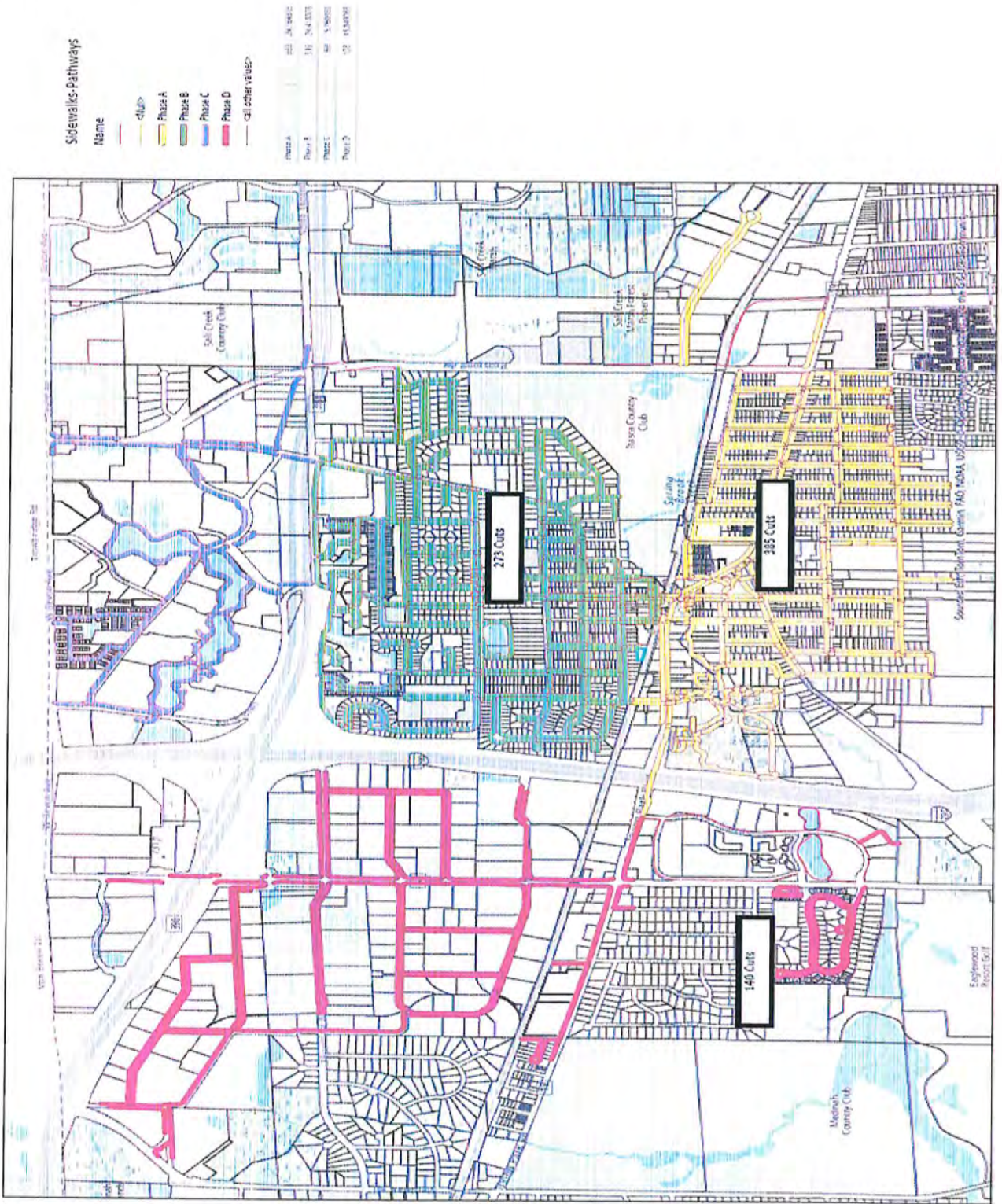
Appendix B
Project Area Maps

Village of Lombard (Zones 7, 8 and 9)



Village of Itasca

Village of Itasca Sidewalk Inspection Program

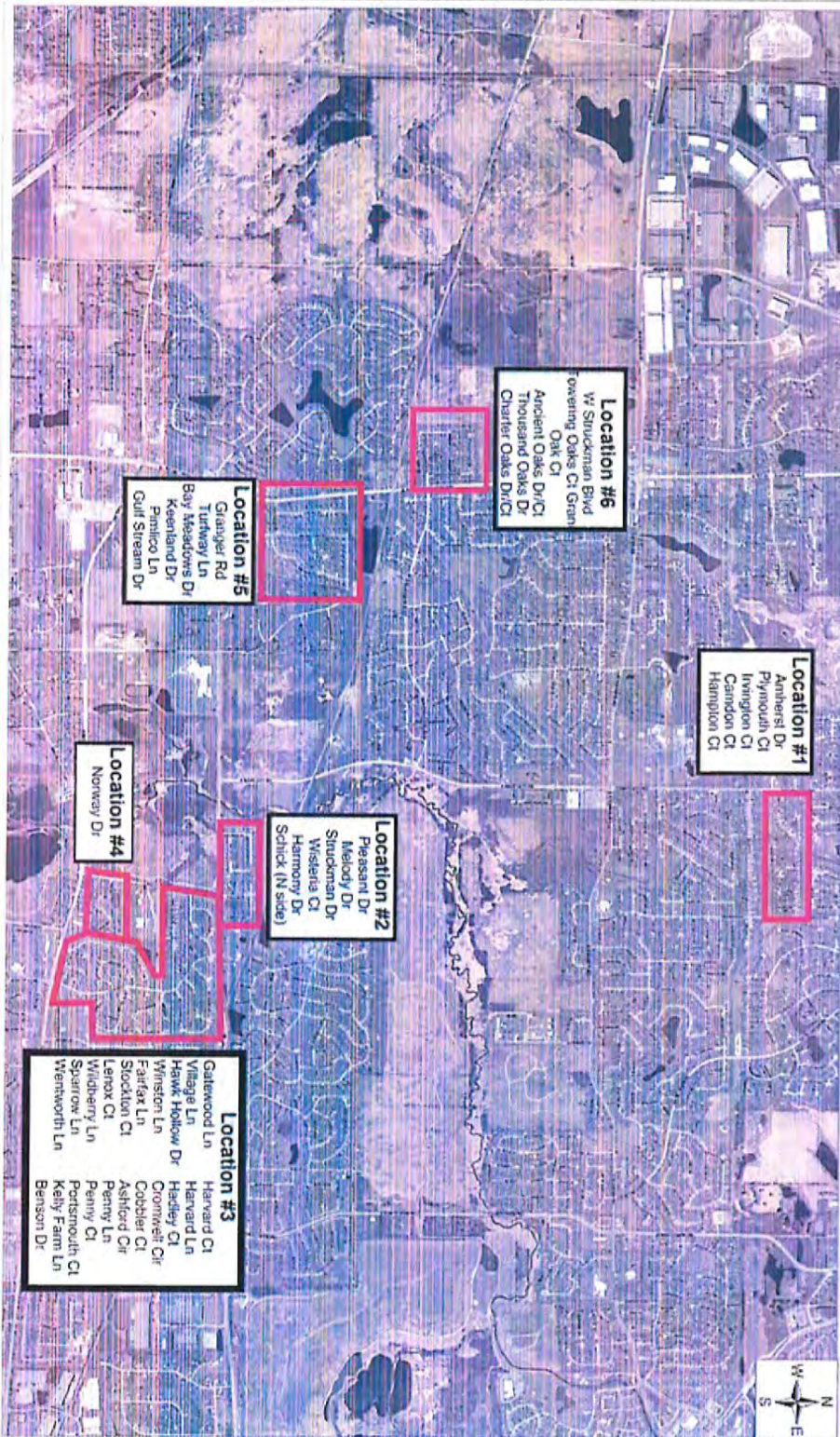


Village of Bartlett



VILLAGE OF BARTLETT
228 S MAIN STREET
BARTLETT, IL 60103

2025 SIDEWALK TRIP HAZARD REMOVAL
LOCATION MAP



City of Wheaton

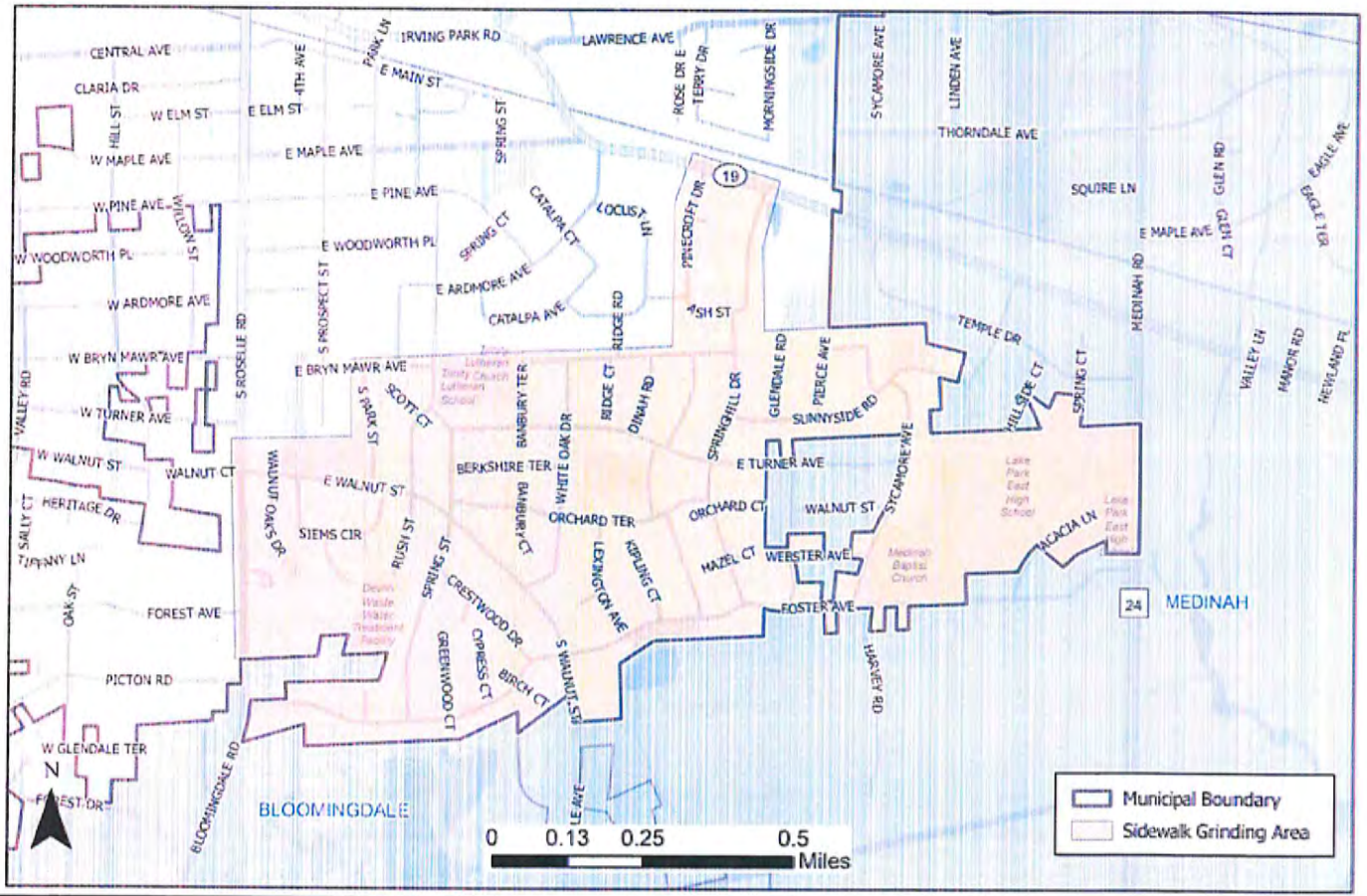


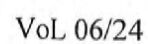
Village of Roselle



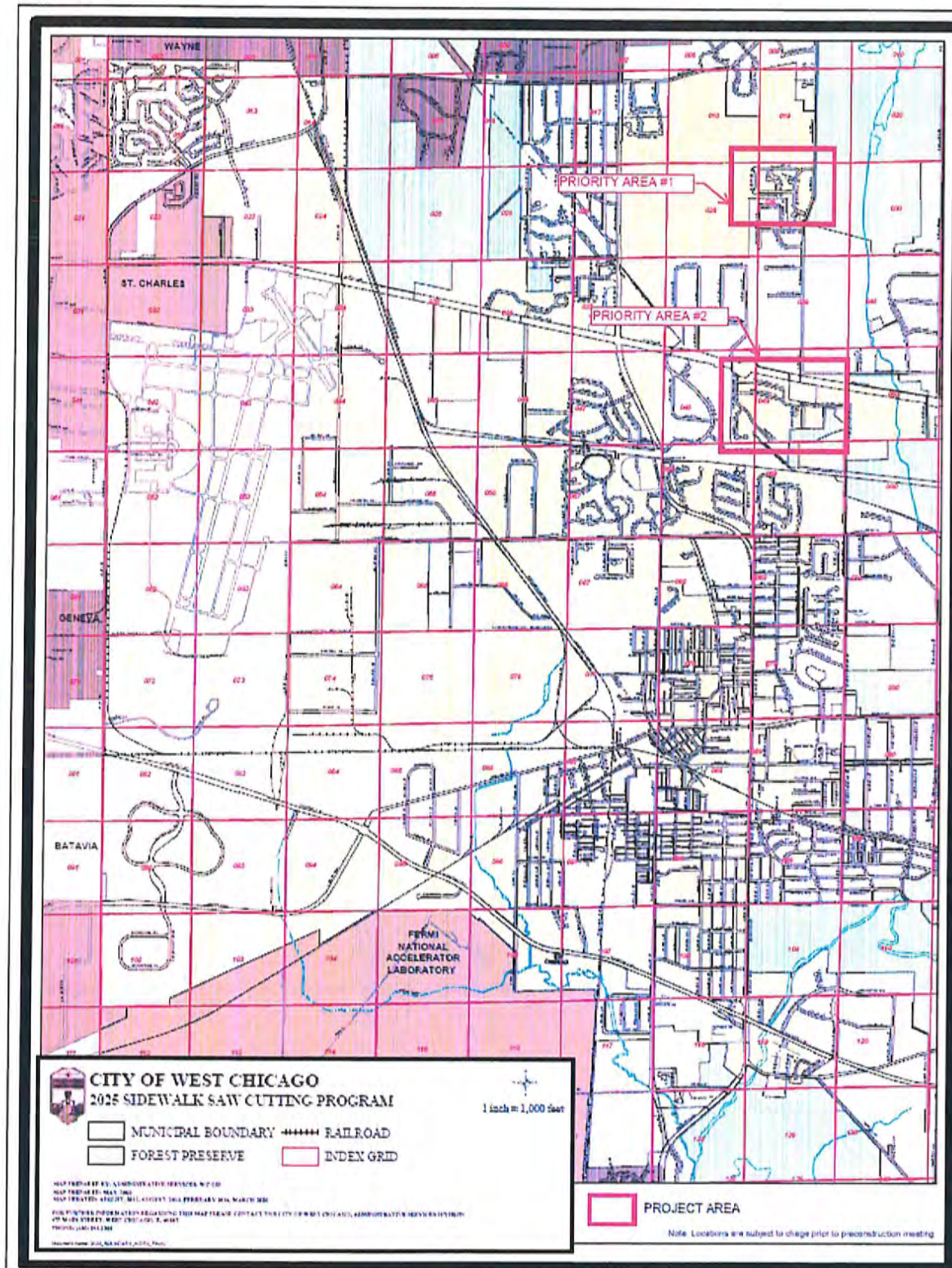
Location Map
2025 Sidewalk Grinding Area

GIS
Consortium

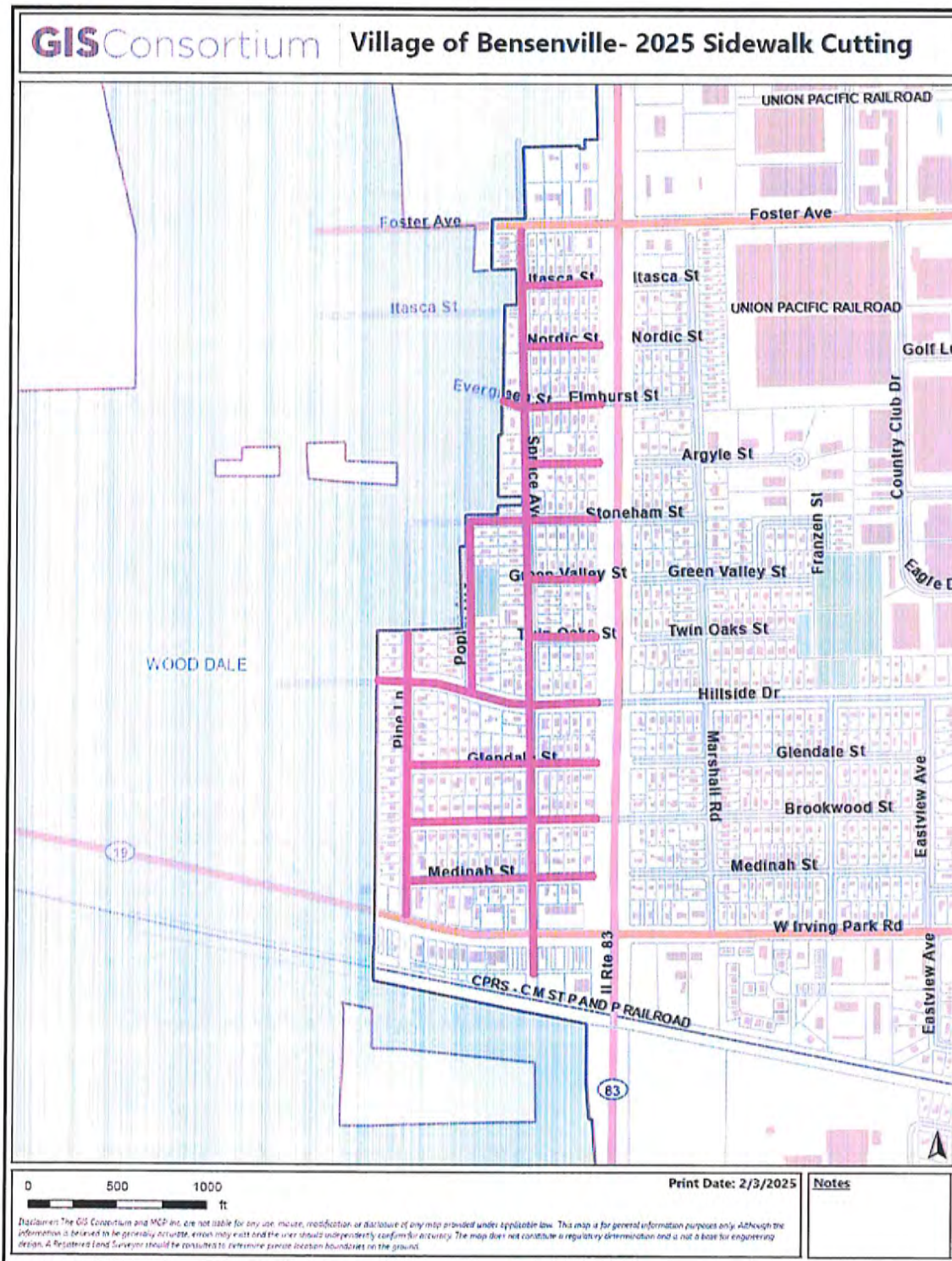




City of West Chicago



Village of Bensenville



APPENDIX C:
DOCUMENTS TO RETURN WITH BID SUBMISSION

PERFORMANCE REFERENCE FORM

Please list below five (3) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: City of Darien
Address: 1702 Plainfield Rd
City, State, Zip Code: Darien, IL 60561
Contact Person/Telephone Number: Kris Throm / 630-514-3453
Dates of Service /Awarded Amount: 12/9/2024 / \$251,000

Municipality: Village of Bartlett
Address: 1150 Bittersweet
City, State, Zip Code: Bartlett, IL 60103
Contact Person/Telephone Number: Nicholas Talarico / 630-837-0811
Dates of Service/Awarded Amount: 8/5/2024 / \$74,964.96

Municipality: Village of Roselle
Address: 474 Congress Circle
City, State, Zip Code: Roselle, IL 60172
Contact Person/Telephone Number: Matt Rasmussen / 815-451-7017
Dates of Service/Awarded Amount: 9/19/2024 / \$72,975.84

Agency: Village of Crystal Lake
Address: 100 W. Woodstock St
City, State, Zip Code: Crystal Lake, IL 60014
Contact Person/Telephone Number: Paul Water / 630-229-3262
Dates of Service/Awarded Amount: 8/27/24 / \$49,967.04

Agency: City of Morton Grove
Address: 6101 Capulina Avenue
City, State, Zip Code: Morton Grove, IL 60053
Contact Person/Telephone: Mike Gesualdo / 224-343-0260

Number: _____

Date of Service: 7/30/2024 / \$89,589.50

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

(Please sign bid form indicating compliance)

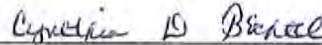


Mrs. Corrie B. Krula

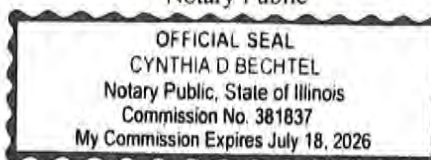
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 17th day of March, 2025.



Notary Public



VoL 06/24

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Mrs. Corrie B. Krula, being first duly sworn,

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

of Hard Rock Concrete Cutters, Inc.
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.



Mrs. Corrie B. Krula, President

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 17th day of March, 2025.



Notary Public



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

CONFLICT OF INTEREST

Hard Rock Concrete Cutters, Inc., hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Lombard.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.



Mrs. Corrie B. Krula, President

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 17th day of March, 2025.





Notary Public

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

TAX COMPLIANCE AFFIDAVIT

Mrs. Corrie B. Krula _____, being first duly sworn,

deposes and says that he/ she is a/ an Owner & President
(Partner, Officer, Owner, Etc.)

of Hard Rock Concrete Cutters, Inc.
(Name of Company)

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

Corporate seal



Corrie B. Krula Mrs. Corrie B. Krula, President
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

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

Subscribed and Sworn to this 17th day of March, 2025.

Cynthia D. Bechtel

Notary Public



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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: N/A # Years in Business:

Address: _____ # Years used by Contractor: _____

State of Illinois Trade License # _____

Services provided by Sub-Contractor: _____

.....

Name: N/A # Years in Business:

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

State of Illinois Trade License #

.....

VILLAGE OF LOMBARD
CONTRACT DOCUMENT NUMBER 2025 RM PROG 15 – Sidewalk Slicing
BID PROPOSAL

I/We hereby agree to furnish to the Village of Lombard all necessary materials, equipment, and labor, to fully complete the 2025 RM PROG 15 – Sidewalk Slicing by October 31, 2025 days from the date of the Notice to Proceed per the provisions, instructions, and specifications of the Village of Lombard for the prices submitted through QuestCDN.

Signed on this 17th day of March, 2025.

The undersigned is aware that Federal Labor Standards and Prevailing Wage Rates apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or any lower-tier subcontracts required by this contract.

If an individual or partnership, the individual or all partners must complete and sign.

By : _____
Print Name : _____
Position/Title : _____
By : _____
Print Name : _____
Position/Title : _____
Company Name... : _____
Address line 1..... : _____
Address line 2..... : _____
Telephone..... : _____

If a corporation, an officer duly authorized should sign and affix the corporate seal

PLACE CORPORATE SEAL HERE



By : Corrie B. Krula
Print Name : Corrie B. Krula
Position/Title : President
Company Name..... : Hard Rock Concrete Cutters, Inc.
Address line 1..... : 601 Chaddick Dr Wheeling IL 60090
Telephone..... : 847-699-0010

The Village of Lombard reserves the right to reject any or all bids and to waive technicalities in bidding.

**VILLAGE OF LOMBARD
BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

The undersigned being an authorized representative of Hard Rock Concrete Cutters, Inc.
(Name of Company)
(hereinafter the "Bidder") who has submitted a bid on a contract for 2025 RM PROG 15 – Sidewalk Slicing to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;
2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:


"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: 
Authorized Agent of Bidder

Subscribed and sworn to
before me this 17th
day of March, 2025.


Notary Public



The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.



AGENDA MEMO
CITY COUNCIL
FEBRUARY 2, 2026

ISSUE STATEMENT

A Resolution to approve the 2026 City of Darien Zoning Map for publication.

RESOLUTION

ATTACHMENTS

- A) **2026 ZONING MAP CHANGES**
- B) **2026 ZONING MAP**

DISCUSSION

Every year the City updates the Zoning Map to show all the properties approved during the previous calendar year. **ATTACHMENT A** is a listing of the all approvals by the Planning and Zoning Commission and its successor, the Planning, Zoning and Economic Development Commission, in calendar 2025 to-date that would be reflected in the map.

Ordinance and/or resolution numbers corresponding to the map key number for each approval are shown on the updated map, seen in **ATTACHMENT B**, in accordance with the City's practices. State Statute requires that zoning maps be published every year. Once approved, copies of the approved maps are posted in City Hall, on the City website, and paper copies are made available for sale.

MSC MEETING JANUARY 26, 2026

The Municipal Services Committee reviewed this item at its meeting on January 26, 2026. Following an overview and discussion, the Committee made a unanimous motion that the City Council approve the Zoning Map Update.

DECISION MODE

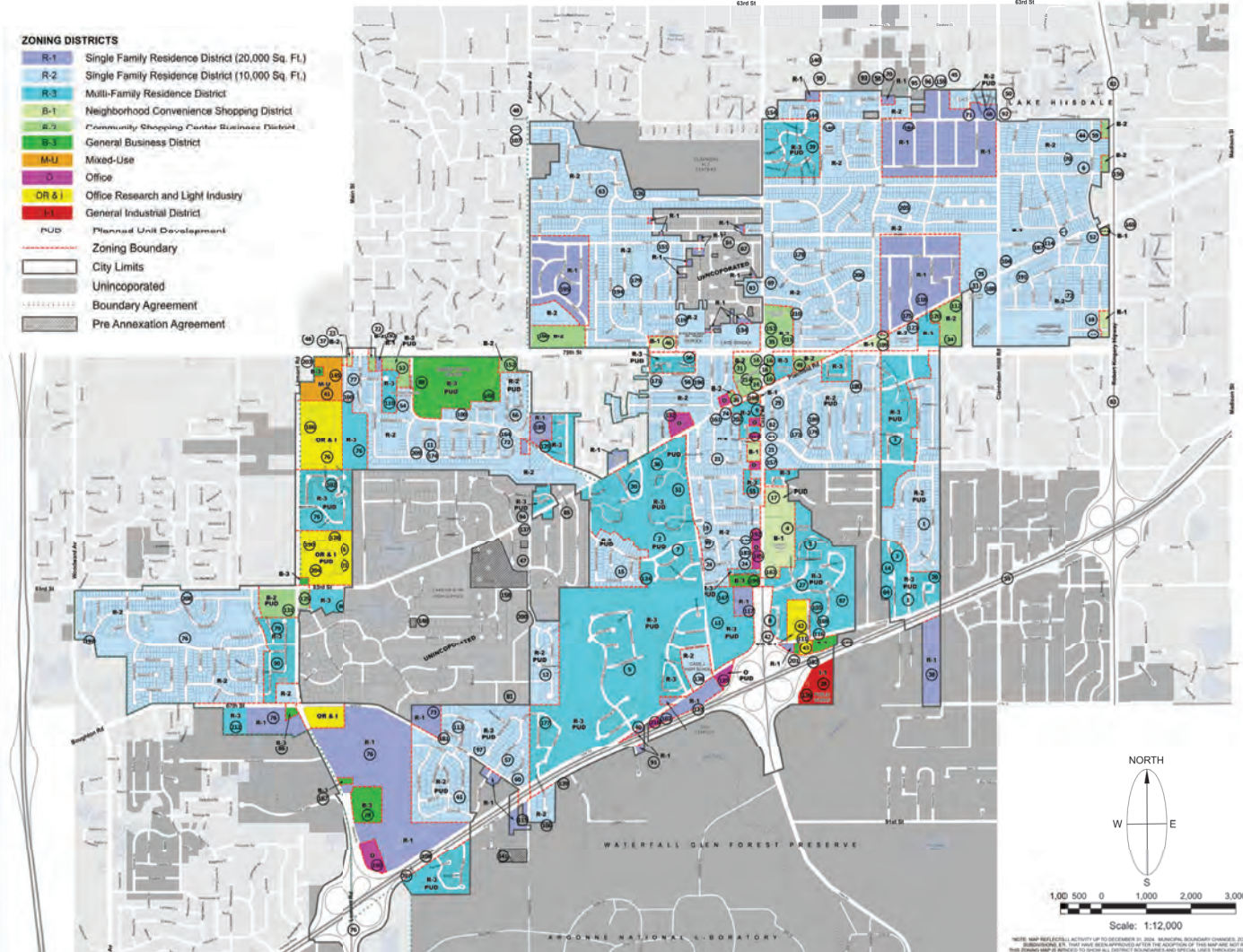
This item will be placed on the February 2, 2026, City Council agenda for formal consideration.

2026 ZONING MAP CHANGES - 2025 CALENDAR YEAR (<i>Italicized</i> - already updated; Bold - to be included with this update)					
NAME	TYPE OF APPROVAL	ADDRESS/LOCATION	ORDINANCE NO.	MAP KEY	NOTES
DEVLIN	VARIATION	814 TIMBER LANE (PIN 09-27-107-022)	O-04-25		
COVENTRY GARDENERS	REZONE, SPECIAL USE, VARIATIONS	1033 N. FRONTAGE ROAD (PIN 09-34-302-004)	O-05-25		
TRUE NORTH ENERGY	SPECIAL USE, VARIATIONS	8226 CASS AVENUE (PIN 09-33-205-036)	O-20-25		
SOKOL COURT PUD AMENDMENT	MINOR PUD AMENDMENT	2305 SOKOL COURT (PIN 10-05-404-002)	O-13-25		
ATLANTIC HOMES	REZONE, PRELIMINARY PLAT, VARIATIONS	1220-1225 PLAINFIELD ROAD (PINS 09-28-410-001 & -043)	O-23-25		
DOBRZYNSKI	VARIATION	8337 GRANDVIEW LANE (PIN 09-31-401-005)	O-27-25		
O'BRIEN	VARIATION	2330 GREEN VALLEY ROAD (PIN 09-29-402-013)	O-28-25		
GARBER	VARIATION	7322 DARIEN LANE (PIN 09-27-108-014)	O-29-25		
INVESTIA DARIEN LLC	SPECIAL USE	7415 CASS AVENUE (PIN 09-27-108-033)	O-30-25		
CHESTNUT COURT DARIEN LLC	REZONE, VARIATIONS, PRELIMINARY PLAT	7511 LEMONT ROAD (PINS 09-29-300-008, -022, -023, -024, & -025)	O-33-25		
DARIEN STUDY CENTER INC.	VARIATION	7800 CASS AVENUE (PIN 09-28-410-019)	O-39-25		Patio in side yard
BROOKHAVEN EV CHARGERS	VARIATION	7516 CASS AVENUE (PINS 09-28-402-026, -024, -021)	O-35-25		EV Chargers in setback area
DUNKIN' DONUTS	VARIATION	7100 ROUTE 83 (PINS 09-23-315-001, -002)	O-42-25		Painted sign (mural)
CEPRONAS	VARIATION	1535 N. FRONTAGE ROAD (PIN 10-04-201-001)	O-48-25		Accessory structure (garage) exceeding 800 square feet

MEMO

ZONING DISTRICTS

- | | |
|--------|---|
| R-1 | Single Family Residence District (20,000 Sq. Ft.) |
| R-2 | Single Family Residence District (10,000 Sq. Ft.) |
| R-3 | Multi-Family Residence District |
| B-1 | Neighborhood Convenience Shopping District |
| B-2 | Community Shopping Center Business District |
| B-3 | General Business District |
| M-U | Mixed-Use |
| O | Office |
| OR & I | Office Research and Light Industry |
| I-1 | General Industrial District |
| PUD | Planned Unit Development |
| | Zoning Boundary |
| | City Limits |
| | Unincorporated |
| | Boundary Agreement |
| | Pre Annexation Agreement |



1,000 500 0 1,000 2,000 3,000

Scale: 1:12,000

DESCRIPTIONS WITH ORDINANCE NUMBERS

- [illegible]



APPROVED FOR PUBLICATION BY THE DARIEN
CITY COUNCIL ON THE 21ST DAY OF JULY 2025

ATTEST: _____
CITY CLERK

CHRISTOPHER B. BURKE ENGINEERING LTD.
9575 West Higgins Road, Suite 600
Rosemont Illinois 60018
(847) 823-0500



RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
2026 CITY OF DARIEN ZONING MAP**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map each year; and

WHEREAS, the zoning map attached hereto as “[Exhibit A](#)” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

WHEREAS, the Corporate Authorities find the zoning map, attached hereto as Exhibit “A,” correctly reflects zoning actions approved by the Corporate Authorities within the 2025 calendar year.

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

SECTION 1: That the City hereby approves the zoning map, attached as “Exhibit A”.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 2nd day of February 2026.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 2nd day of February 2026.**

ATTEST:

JOSEPH A. MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN, ILLINOIS

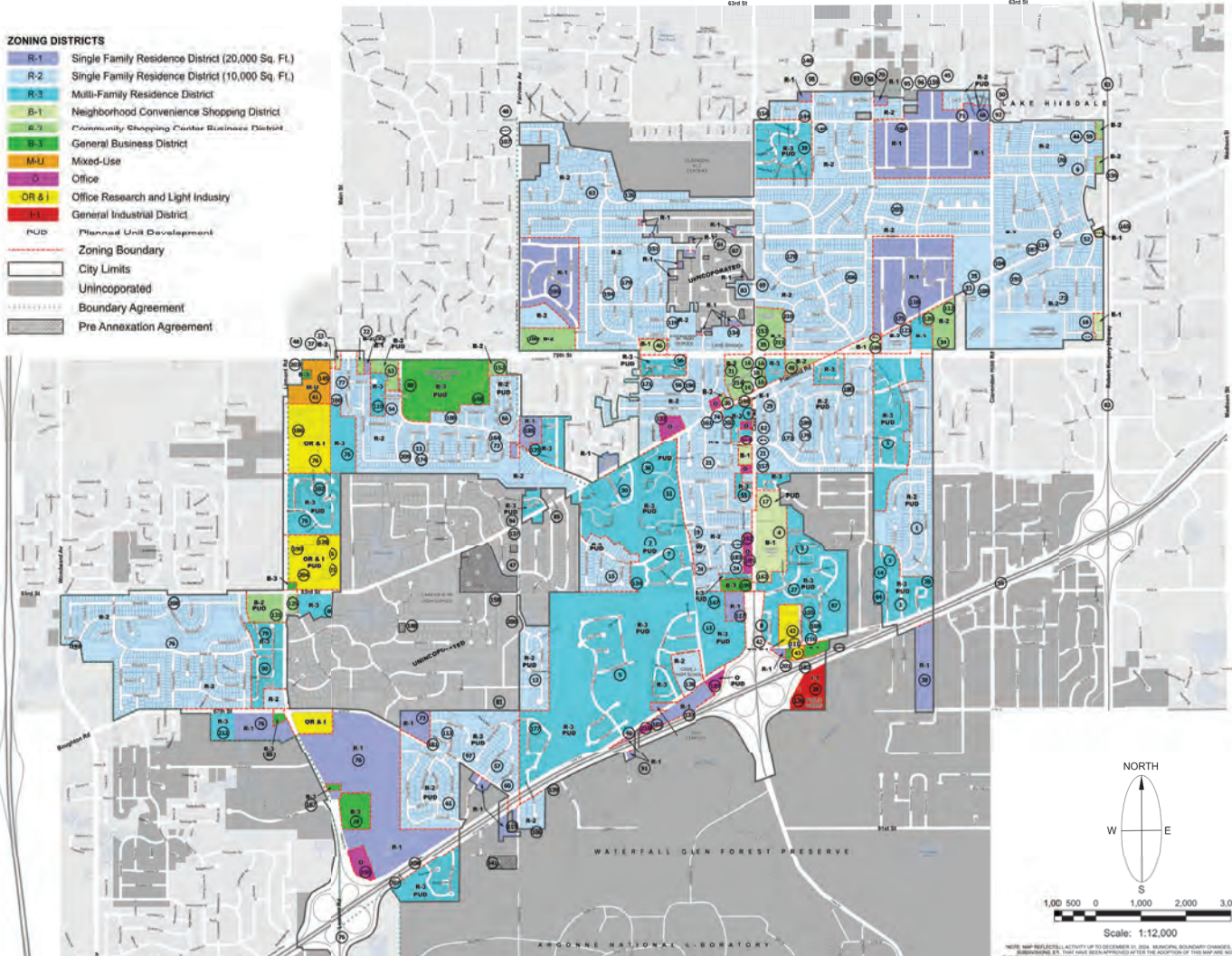
Zoning Map

2026

Exhibit A

ZONING DISTRICTS

- | | |
|--------|---|
| R-1 | Single Family Residence District (20,000 Sq. Ft.) |
| R-2 | Single Family Residence District (10,000 Sq. Ft.) |
| R-3 | Multi-Family Residence District |
| B-1 | Neighborhood Convenience Shopping District |
| B-2 | Community Shopping Center Business District |
| B-3 | General Business District |
| M-U | Mixed-Use |
| O | Office |
| OR & L | Office Research and Light Industry |
| I-1 | General Industrial District |
| PUD | Planned Unit Development |
| | Zoning Boundary |
| | City Limits |
| | Unincorporated |
| | Boundary Agreement |
| | Pre Annexation Agreement |



1,000 500 0 1,000 2,000 3,000

Scale: 1:12,000

DESCRIPTIONS WITH ORDINANCE NUMBERS

- [illegible]



APPROVED FOR PUBLICATION BY THE DARIEN
CITY COUNCIL ON THE 21ST DAY OF JULY 2025

ATTEST: _____
MAYOR

CITY CLERK

CHRISTOPHER B. BURKE ENGINEERING LTJ
9575 West Higgins Road, Suite 600
Rosemont Illinois 60018
(847) 823-0500

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

Approval of an ordinance authorizing the disposal of surplus property.

ORDINANCE

BACKGROUND/HISTORY

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

	ITEM	QUANTITY	EXPLANATION
1	High Bay LED fixtures	19	obsolete
2	High Bay Fluorescent Fixtures 2' x 8'	3	obsolete
3	2' x 4' Office Fluorescent Fixtures	29	obsolete
4	2' x 2' Office Fluorescent Fixtures	2	obsolete

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends the above be declared surplus property and auctioned using GovDeals, Inc or disposed of.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council Agenda for formal approval.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 2nd DAY OF FEBRUARY, 2026

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, and
this ____ day of February, 2026**

ORDINANCE NO. _____

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

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

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

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

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

	ITEM	QUANTITY	EXPLANATION
1	High Bay LED fixtures	19	obsolete
2	High Bay Fluorescent Fixtures 2' x 8'	3	obsolete
3	2' x 4' Office Fluorescent Fixtures	29	obsolete
4	2' x 2' Office Fluorescent Fixtures	2	obsolete

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

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

ORDINANCE NO. _____

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of February 2026.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of February 2026.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MOTION NO. _____

AGENDA MEMO

City Council

February 2, 2026

ISSUE STATEMENT

A motion authorizing the purchase of one new PRO-LINK+Heavy Duty Diagnostics fleet scanner-Model EEHD754AISVP3 from Snap-On in an amount not to exceed \$14,066.33. See [Exhibit A](#).

BACKGROUND/HISTORY

The City mechanic uses an automotive diagnostic scanner to identify and repair mechanical issues across the City's larger vehicle fleet. The existing equipment, a 2009 MODIS Modular Diagnostic Information System (Model EEMS300612), is limited to limited trucks and support from the manufacturer will end within the next year. The proposed replacement scanner will provide comprehensive diagnostic capabilities for the City's entire truck fleet, ensuring continued maintenance efficiency and operational readiness. Please note forthcoming for the FY26-27 will be an additional scanner to be utilized for the light duty fleet, police cars and administrative vehicles.

The proposed scanner is a specialty automotive diagnostic item that is exclusively available through authorized Snap-On dealers. The Snap-On dealer participates in a cooperative purchasing agreement through Sourcewell (Contract No. 121223-SNP) which allows municipalities to obtain discounted pricing in compliance with procurement requirements. Upon approval of the new equipment, the existing scanner will be declared surplus through a forthcoming agenda memo.

The proposed expenditure would be expended from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25-26 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4229	SMALL TOOLS & EQUIPMENT SCANNER REPLACEMENT	\$ 5,250.00	\$ 6,958.17	(\$ 1,708.17)
02-50-4229	SHIPPING ESTIMATED \$75	N/A	\$ 75.00	(\$ 1,783.17)
01-30-4229	SMALL TOOLS & EQUIPMENT SCANNER REPLACEMENT	\$ 5,250.00	\$ 6,958.16	(\$ 1,708.16)
01-30-4229	SHIPPING ESTIMATED \$75	N/A	\$ 75.00	(\$ 1,783.16)
TOTALS		\$10,500.00	\$ 14,066.33	*(\$ 3,566.33)

*The proposed line item is over budget due to purchasing software updates in advance for two additional years, 2027-2029, at a discounted rate at a cost of \$14,066.33. The Street and Water accounts have the funds to absorb the shortfall.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion authorizing the purchase of one new PRO-LINK+Heavy Duty Diagnostics fleet scanner-Model EEHD754AISVP3 from Snap-On in an amount not to exceed \$14,066.33.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the February 2, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



Quote

Submit to Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number IMP-001578766
Quote Date 1/12/2026
Quote Expiration Date 3/13/2026
Customer Name DARIEN PUBLIC WORKS
Customer BP 201404777
Contact Information:
Name Tom Masek
E-mail tmasek@darienil.gov
Phone Number 6305145602
Sales Rep INDOT-HENNING-GRANBACK
Mobile # 630-408-6733
E-mail Address

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201404777
DARIEN PUBLIC WORKS
1041 S FRONTAGE RD
DARIEN IL 60561
Bill to 201404776
DARIEN PUBLIC WORKS DARIEN
PUBLIC WO
1702 PLAINFIELD RD
DARIEN IL 60561

Line Number	Part Number	Description	Quantity	Unit Net Price	Line Total
1	EEHD754AISVP3	PROLINK PLUS & IND 3YR SFTPLAN	1	\$13,916.33	\$13,916.33
				Total Weight	13.00 lbs
				Sub Total	\$13,916.33
				Shipping	\$0.00
				Tax	\$0.00
				Grand Total	\$13,916.33

Quote Notes: Sourcewell contract 121223-SNP

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms, which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

Custom tool kits, tool designs and prints that have been approved and ordered cannot be canceled or refunded.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion accepting the unit price proposal for analytical soil testing fees from Testing Service Corporation at the proposed unit prices for certain waste for a period of May 1, 2026 through April 30, 2027. See [Exhibit A](#).

BACKGROUND

During the year, the department generates excavated materials from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. On July 30, 2011, Public Act 96-1416 Clean Construction or Demolition Debris (CCDD), became law. The law required the Illinois EPA to propose rules to establish technical requirements for CCDD facilities; set operating standards for uncontaminated soil fill operations; and develop standards for the maximum allowable concentrations of chemical constituents in uncontaminated soil generated during construction or demolition activities and used as fill material.

The law affects owners and operators of CCDD facilities and uncontaminated soil fill operations as well as governmental entities, road builders, landscapers, and other contractors and excavators that deliver CCDD or uncontaminated soil generated from construction or demolition activities to CCDD facilities and uncontaminated soil fill operations.

Staff requested competitive quotes for the required analytical testing services and the sole quote was provided by Testing Service Corporation, see [Attachment A](#). The pricing is to be held in place from May 1, 2026 to April 30, 2027.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are not to exceed \$15,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends accepting the unit price proposal for analytical soil testing fees from Testing Service Corporation at the proposed unit prices.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

2026 City of Darien Analytical Soil Testing

		Testing Service Corporation Unit Cost	Clean Soils Consulting Unit Cost
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	Each	\$ 750.00	
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	Hour	\$ 150.00	Typically site time is 3 to 4 hours
Use of PID Instrument for Screening Soils	Each	\$ 100.00	
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with summary report describing sampling procedures followed and results of analytical testing.	Each	\$ 750.00	
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	Each	\$ 500.00	*Does not include additional analytical testing
ANALYTICAL TEST			
VOCs	Each	\$ 180.00	
SVOCs	Each	\$ 310.00	
PNAs	Each	\$ 160.00	
RCRA 8 Total metals	Each	\$ 150.00	
RCRA 8 TCLP metals	Each	\$ 252.00	
PH	Each	\$ 30.00	
Preserved vials for volatile testing	Each	\$ 16.00	
Pesticides/PCBs	Each	\$ 190.00	
Herbicides	Each	\$ 300.00	
BTEXs	Each	\$ 65.00	
EPA 351AC1100 Full Panel	Each	\$ 1,742.00	
Note analytical costs for 7 to 10 day turn around			**Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change
	TOTAL	\$ 5,645.00	\$ - unresponsive

City of Darien is seeking quotes to provide testing services for construction material spoils generated from repair, maintenance, and installation of municipal utilities for a period January 1 2026 to December 31 2027.

		UNIT COST	
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	EACH	<u>\$750</u>	
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	HOUR	<u>\$150</u>	Typically site time is 3 to 4 hours.
Use of PID Instrument for Screening Soils	HOUR	<u>\$100</u>	
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with a summary report describing sampling procedures followed and results of analytical testing.	EACH	<u>\$750</u>	(Reduced to \$500 for LPC-662 Form)
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	EACH	<u>\$500</u>	* Does not include further additional analytical testing.
ANALYTICAL TEST			
VOCs	EACH	<u>\$180</u>	
SVOCs	EACH	<u>\$310</u>	
PNAs	EACH	<u>\$160</u>	
RCRA 8 Total metals	EACH	<u>\$150</u>	
RCRA 8 TCLP Metals	EACH	<u>\$252</u>	
PH	EACH	<u>\$30</u>	
Preserved Vials for volatile testing	EACH	<u>\$16</u>	
Pesticides/PCBs	EACH	<u>\$190</u>	
Herbicides	EACH	<u>\$300</u>	
BTEXs	EACH	<u>\$65</u>	
EPA 35IAC1100 Full Panel	EACH	<u>\$1,742</u>	
	TOTAL	<u>\$5,645</u>	** Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change

Note analytical costs for 7 to 10 day turn around.

Testing Service Corporation

Eli Rogatz, P.G. - Environmental Department Manager



MOTION NO. _____

AGENDA MEMO**City Council****February 2, 2026****ISSUE STATEMENT**

A motion authorizing the purchase of one (1) new 2026 Ford Expedition Carryall Unit from Sourcewell National Auto Fleet Group, in the amount of \$58,765.38. See [Exhibit A](#).

BACKGROUND/HISTORY

The proposed vehicle is to be utilized by the Director of Municipal Services and is replacing unit B-4, a 2015 Ford Expedition Carryall. The vehicle has approximately 82,000 miles, with a vehicle rating of 75.16 and continues to have ongoing engine related issues, minor electrical concerns and exhibiting exterior rust. [Attachment A](#) is the vehicle rating report as unit B-4 was budgeted for replacement. Please recall the Vehicle Replacement Policy calls out for vehicles to be replaced at a rating of 75 or above.

Staff had reviewed electric and hybrid vehicles for this class with no availability for the Carryall models. Staff is utilizing the services of the Sourcewell National Auto Fleet Group for fleet sales to municipalities. Attached and labeled as [Exhibit A](#), is the cost breakdown for the 2026 Ford Expedition Carryall Unit.

Please note the cutoff date for this vehicle was January 16, 2026 and has been extended until February 3, 2026.

The proposed expenditure has been a carryover since the 25/26 Budget and would be expended from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY26/27 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	CAPITAL PURCHASES TRUCK REPL UNIT B-4	\$ 37,500.00	\$ 29,382.69	\$ 8,117.31
02-50-4815	CAPITAL PURCHASES TRUCK REPL UNIT B-4	\$ 37,500.00	\$ 29,382.69	\$ 8,117.31
01-30-4815	UPFITTING EMERGENCY LIGHTING		\$ 600.00	\$ 7,517.31
02-50-4815	UPFITTING EMERGENCY LIGHTING		\$ 600.00	\$ 7,517.31
TOTALS		\$75,000.00	\$ 59,965.38	\$ 15,034.62

COMMITTEE RECOMMENDATION

A resolution authorizing the purchase of one (1) new 2026 Ford Expedition Carryall Unit from Sourcewell National Auto Fleet Group, in the amount of \$58,765.38.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

MEMO

5-27-25

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	B4	DEPARTMENT	Admin	DATE
MODEL YEAR	2015	MODEL	Expedition	11-8-25
CURRENT MILEAGE	75,683	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
AGE				
	Department	Admin		
	Life Expectancy	8		
	Age as of Report Date	10		
	AGE: Meets Requirements		20	20
USAGE				
	MILES	75,683		
	HOURS			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	15.14
TYPE OF SERVICE				
	1-LIGHT DUTY			
	10-CRITICAL DUTY			
	SERVICE: Meets Requirements		15	7
RELIABILITY				
	RELIABILITY: Frequency or Visits for Service			
	RELIABILITY: Meets Requirements		15	10
MAINTENANCE AND REPAIR COSTS				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	29,941.00		
	LIFE TO DATE REPAIR COST	4,459.32		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	14.8970		

UNIT NO	B-4	DEPARTMENT		DATE
MODEL YEAR		MODEL		
CURRENT MILEAGE		CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
PERCENTAGES OF REPAIR POINTS	POINTS			
1 THROUGH 20	2			
21 THROUGH 40	4			
41 THROUGH 60	6			
61 THROUGH 80	8			
81 THROUGH 100	10			
	REPAIRS: Meets Requirements		10	3
CONDITION:				
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED). BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)			
	CONDITION: Meets Requirements		15	15
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	5
TOTAL POINTS			100	75.1%

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
	Group-System		Repair Date						
B4: 2015 FORD EXPEDITION 1FMJU1GTXFEF50585									
	0000031042	5628	01/01						
	01-PMA: PREV. MAINT.		01/15/16	08/01	002		\$31.27	\$15.00	1.00
	0000031121	10810	01/01						
	01-PMA: PREV. MAINT.		06/21/16	08/01	002		\$35.36	\$15.00	1.00
	0000031245	17705	01/03						
	01-PMA: PREV. MAINT.		02/15/17	01/01	002		\$29.42	\$7.50	0.50
	0000031290	19800	01/01						
	01-PMC: PREV. MAINT.		04/29/17	08/01	002		\$0.00	\$3.75	0.25
	0000031469	21887	01/01						
	01-PMA: PREV. MAINT.		08/29/17	08/01	002		\$35.23	\$7.50	0.50
	0000031711	27285	01/01						
	01-PMA: PREV. MAINT.		06/13/18	08/01	002		\$35.49	\$15.00	1.00
	0000031931	32931	01/01						
	01-PMA: PREV. MAINT.		04/30/19	08/01	TOM		\$34.17	\$41.30	1.00
	0000032085	38445	01/01						
	01-PMA: PREV. MAINT.		01/02/20	08/01	TOM		\$31.22	\$41.30	1.00
	06-35: BATTERY		01/02/20	01/01	TOM		\$160.93	\$41.30	1.00
	0000032171	40991	01/01						
	01-PMB: PREV. MAINT.		05/13/20	08/01	TOM		\$0.00	\$20.65	0.50
	01-PMC: PREV. MAINT.		05/13/20	08/01	TOM		\$0.00	\$10.33	0.25
	0000032188	40550	01/01						
	02-17: TIRES,TUBES,ETC		06/09/20	01/01	TOM		\$429.36	\$61.95	1.50
	0000032407	47209	01/01						
	01-PMA: PREV. MAINT.		04/05/21	08/01	TOM		\$32.22	\$20.65	0.50
	0000032568	51190	01/01						
	01-PMB: PREV. MAINT.		10/07/21	08/01	TOM		\$291.79	\$82.60	2.00

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class		Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor	
	Group-System			Repair Date					Cost	Hours
B4: 2015 FORD EXPEDITION 1FMJU1GTXFEF50585										
	0000032723	55418	01/01							
	01-PMA: PREV. MAINT.			06/08/22	08/01	TOM		\$28.36	\$20.65	0.50
	0000032843	58640	01/01							
	07-43: EXHAUST SYS			01/09/23	01/01	TOM		\$524.44	\$103.25	2.50
	01-PMD: PREV. MAINT.			01/09/23	01/01	TOM		\$60.00	\$82.60	2.00
	01-PME: PREV. MAINT.			01/09/23	01/01	TOM		\$0.00	\$0.00	0.00
	0000032882	60106	01/01							
	02-17: TIRES,TUBES,ETC			03/25/23	01/01	TOM		\$176.66	\$103.25	2.50
	0000032900	66470	01/01							
	03-05: GLASS REPAIR			04/11/23	01/01	TOM		\$141.82	\$165.20	4.00
	0000032954	62000	01/01							
	01-PMA: PREV. MAINT.			06/13/23	08/01	TOM		\$28.36	\$20.65	0.50
	0000032962	62469	01/01							
	07-43: EXHAUST SYS			06/28/23	01/01	TOM		\$193.64	\$82.60	2.00
	07-42: COOLING SYS			06/28/23	01/01	TOM		\$185.75	\$82.60	2.00
	0000032991	63089	01/01							
	07-44: FUEL SYS			08/11/23	01/03			\$2,046.72	\$0.00	0.00
	0000033089	65434	01/01							
	03-05: GLASS REPAIR			12/12/23	01/03			\$600.00	\$0.00	0.00
	0000033217	69798	01/01							
	01-PMA: PREV. MAINT.			07/29/24	08/01	TOM		\$30.16	\$41.30	1.00
	0000033302	71886	01/01							
	01-PMA: PREV. MAINT.			11/07/24	08/01	TOM		\$30.16	\$41.30	1.00
	0000033384	75683	01/01							
	01-PMA: PREV. MAINT.			05/27/25	08/01	TOM		\$27.86	\$20.65	0.50

MEMO



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

15/2026

Quote ID: **41970**Order Cut Off Date: **1/16/2026**

an Gombac
ity of Darien
unicipal Services

702 Plainfield Rd

arian, Illinois, 60561

ear Dan Gombac,

ational Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2026 Ford Expedition (U1G) XL 4x4,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$60,490.00	\$58,765.38	2.851 %	\$1,724.62
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$58,765.38		

per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Msse Cooper

ccount Manager

mail: Fleet@NationalAutoFleetGroup.com

ffice: (855) 289-6572

ax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Select the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Engine Configuration Options

ENGINE

Code	Description
38	Engine: 3.5L EcoBoost V6, (STD)

TRANSMISSION

Code	Description
4U	Transmission: 10-Speed Automatic w/SelectShift, (STD)

WHEELS

Code	Description
4X	Wheels: 18" x 8.5" Dark Alloy Painted Aluminum, (STD)

PRIMARY PAINT

Code	Description
Y	Dark Matter Gray Metallic

EAT TYPE

Code	Description
E	Ultra Dark Space Gray, Cloth Front Captain's Chairs, -inc: 8-way power driver seat (power function for tilt and lumbar, manual recline),4-way manual passenger seat (for/aft, recline)

ADDITIONAL EQUIPMENT

Code	Description
53	Front License Plate Bracket, -inc: Standard in states requiring two license plates and optional to all others

OPTION PACKAGE

Code	Description
102A	Equipment Group 102A SSV Package

2026 Fleet/Non-Retail Ford Expedition XL 4x4

WINDOW STICKER

026 Ford Expedition XL 4x4

CODE	MODEL	MSRP
11G	2026 Ford Expedition XL 4x4	\$57,400.00
OPTIONS		
98	Engine: 3.5L EcoBoost V6, (STD)	\$0.00
4U	Transmission: 10-Speed Automatic w/SelectShift, (STD)	\$0.00
4X	Wheels: 18" x 8.5" Dark Alloy Painted Aluminum, (STD)	\$0.00
1Y	Dark Matter Gray Metallic	\$495.00
1E	Ultra Dark Space Gray, Cloth Front Captain's Chairs, -inc: 8-way power driver seat (power function for tilt and lumbar, manual recline),4-way manual passenger seat (for/aft, recline)	\$0.00
53	Front License Plate Bracket, -inc: Standard in states requiring two license plates and optional to all others	\$0.00
102A	Equipment Group 102A SSV Package	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$57,895.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$2,595.00
TOTAL PRICE	\$60,490.00

City: N/A MPG
Highway: N/A MPG
Highway Cruising Range: N/A mi

mpg performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

MECHANICAL

Engine: 3.5L EcoBoost V6 (STD)

Transmission: 10-Speed Automatic w/SelectShift (STD)
--

INTERIOR

Wheels: 18" x 8.5" Dark Alloy Painted Aluminum (STD)
--

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode and Oil Cooler
--

Electronic Transfer Case

Part And Full-Time Four-Wheel Drive

73 Axle Ratio -inc: electronic locking
--

2-Amp/Hr 675CCA Maintenance-Free Battery w/Run Down Protection
--

Clock Heater

Class IV Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
--

Trailer Wiring Harness

Skid Plates

325# Gvwr 1957# Maximum Payload

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering
--

3.6 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
--

Tires: P265/70R18E All-Terrain BSW

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
--

Stainless Steel Side Windows Trim and Black Front Windshield Trim

Body-Colored Door Handles

Black Power Heated Side Mirrors w/Manual Folding
--

Fixed Rear Window w/Wiper and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers
--

Galvanized Steel/Aluminum Panels

unning Boards
lack Grille
ower Liftgate/Tailgate Rear Cargo Access
ailgate/Rear Door Lock Included w/Power Door Locks
uto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting
eadlamps w/Delay-Off
erimeter/Approach Lights
ED Brakelights
eadlights-Automatic Highbeams
adio w/Seek-Scan, Clock, Steering Wheel Controls and Radio Data System
adio: AM/FM Stereo w/MP3 Capable -inc: speed-compensated volume and 6 speakers
Speakers
indow Grid Antenna
iriusXM w/360L -inc: super categories/live sports categories, 'For You' recommendations, SiriusXM lister profile: and three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii, Trial length and service availability may vary by model, model year or trim, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc, Your SiriusXM service will automatically stop at the end of you trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc
ord Connectivity Package (1-Year Included) -inc: 5G connectivity for Ford digital experience, unlimited Wi-Fi hotspot, audio and video streaming, productivity (video conferencing web browser), voice assistant and entertainment, Ford connectivity package included for 1-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/ vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan, Not available w/military personnel sales (WAFAC)
luetooth Wireless Phone Connectivity
LCD Monitors In The Front
river Seat
assenger Seat
20-40 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Pre/Aft
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer
ower Rear Windows and Fixed 3rd Row Windows
obile Hotspot Internet Access
ront Cupholder
ear Cupholder
ompass
ximity Key For Doors And Push Button Start

Remote Keyless Entry, Integrated Key Transmitter, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Cargo Access

Adaptive Cruise Control w/Steering Wheel Controls

Adaptive Cruise Control with Stop-and-Go

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

VAC -inc: Underseat Ducts, Auxiliary Rear Heater and Headliner/Pillar Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert, Metal-Look Console Insert and Metal-Look Interior Accents

Full Cloth Headliner

Vinyl Door Trim Insert

Metal-Look Gear Shifter Material

Cloth Front Captain's Chairs -inc: 8-way power driver seat (power function for tilt and lumbar, manual recline), 4-way manual passenger seat (for/aft, recline)

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Day-Night Rearview Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 4 12V DC Power Outlets

Front And Rear Map Lights

Slide-To-Off Interior Lighting

Carpet Floor Trim

Full Vinyl/Rubber Floor Covering

Trunk/Hatch Auto-Latch

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Keyfob Cargo Access and Keyfob Remote Start

Smart Device Remote Engine Start

Tracker System

Dashboard Storage, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Tip Computer

Outside Temp Gauge

Digital Appearance

Seats w/Cloth Back Material

Manual Adjustable Front Head Restraints and Foldable Rear Head Restraints

Perimeter Alarm

Securilock Anti-Theft Ignition (pats) Immobilizer

12V DC Power Outlets

Air Filtration

Electronic Control Steering Assist

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

BS And Driveline Traction Control

Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Front And Rear Parking Sensors

LIS with Trailer Tow Coverage Blind Spot

Automatic Emergency Braking (AEB)

Reverse Brake Assist

Lane-Keeping System Lane Keeping Assist

Lane-Keeping System Lane Departure Warning

360-Degree View Camera System

Collision Mitigation-Front

Driver Monitoring-Alert

Pressure-Sensitive Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Side Airbag Occupancy Sensor

Keyless Entry System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags

Backup Camera w/Washer

Front Camera

Left Side Camera

Right Side Camera

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion authorizing the Mayor to extend a contract at the 2026 unit prices with SKC Construction, Inc. in an amount not to exceed \$122,725 for the 2026 Crack Fill Program. See [Exhibit A](#).

BACKGROUND/HISTORY

The FY 2026/27 Budget includes funding for the 2026 Crack Fill Program. Crack sealing is a routine pavement maintenance treatment that significantly delays roadway deterioration. The sealing material is applied to cracks before they become too large and before freeze-thaw cycles cause pavement movement and the development of more extensive cracking, such as alligatoring.

Flexible asphalt sealants bond to the crack walls and expand and contract with pavement movement, preventing water infiltration into the roadway base. This process extends the useful life of the roadway and substantially reduces long-term maintenance costs.

The scope of the Crack Fill Program includes the following work items:

Rubber Applications – Curb Application

- Routing: ¾-inch width by ¾-inch depth
- Debris removal: Blow method
- Rubberized sealant application

Fiber Applications – Road Surfaces

- Debris removal: Blow method
- Rubberized sealant application

The Village of Woodridge hosted and coordinated the crack fill specifications and bid opening. Multiple municipalities, including the City of Darien, participated in this joint cooperative project. Attached and labeled as [Attachment A](#) are the bid results from the bid opening conducted by the Village of Woodridge on February 18, 2025.

The request for bids included two optional contract extensions, each with a 5% annual escalator for 2026 and 2027. The list of roadways scheduled for this year's program is attached as [Attachment B](#).

The proposed Crack Sealing Program would be funded from the following FY26-27 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	PROPOSED EXPENDITURE
03-60-4245	Crack Sealing Asphalt Pavement-Rubber	\$125,000	\$60,375
	Crack Sealing Asphalt Pavement-Fiber		\$57,275
	Contingency		\$ 5,075
	Total	\$125,000	\$122,725

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion authorizing the Mayor to extend a contract at the 2026 unit prices with SKC Construction, Inc. in an amount not to exceed \$122,725 for the 2026 Crack Fill Program.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



BID TALLY FOR 2026

DATE OF ORIGINAL CONTRACT 2/18/2025

Denler, Inc. 20502 S. Cherry Hill Ave. Joliet, IL 60433		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118	
UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
\$ 1.71	\$ 142,054.50	\$ 1.75	\$ 145,540.50
\$ 3.11	\$ 7,770.00	\$ 3.15	\$ 7,875.00
\$ 1.58	\$ 509,512.50	\$ 1.45	\$ 468,751.50
\$ 1.26	\$ 19,026.00	\$ 1.12	\$ 16,964.85
\$ 1.37	\$ 105,787.50	\$ 1.25	\$ 96,836.25
\$ 0.49	\$ 18,358.20	\$ 0.44	\$ 16,405.20
\$ 3.33	\$ 199.71	\$ 10.50	\$ 630.00
\$ 2.57	\$ 2,469.60	\$ 4.10	\$ 3,931.20
\$ 525.00	\$ 525.00	\$ 525.00	\$ 525.00
\$ 2.52	\$ 30,240.00	\$ 2.58	\$ 30,996.00
\$ 835,943.01		\$ 788,455.50	

CITY OF DARIEN 2026 PROGRAM - CRACK SEALING WITH AWARDED VENDOR

ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	34,500	LB	N/A	N/A	\$ 1.75 \$ 60,375.00
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	39,500	LB	N/A	N/A	\$ 1.45 \$ 57,275.00
	CONTINGENCY	3,500			\$ 1.45	\$ 5,075.00
TOTAL				\$ -		\$ 122,725.00

FIBER ROAD- 2026	Limit	SQ YD	LB	RUBBER	LIMIT	FT	LB
PEONY PL	HIGH - BROOKBANK	1,320	330	HIGH RIDGE CT	RICHMOND - CDS	627	941
CREST RD	67TH - HOLLY	4,889	1,222	RICHMOND	67TH - NORTH LIMIT	629	944
CREST RD	PLAINFIELD - JANET	1,840	460	TRENTON LANE	67TH - ALBANY LN	440	660
BENTLEY AVE	N. 67TH - CHESTNUT	3,500	875	ALBANY LANE	TRENTON LN - RICHMOND AV.	309	464
BENTLEY AVE	72ND - 73RD	1,400	350	BENTLEY AV	72ND - 69TH	1,797	2,696
73RD ST	BENTLEY - TENNESSEE	1,000	250	MAPLE LANE	CLARENDON HILLS RD-RICHMOND	2,805	4,208
TENNESSEE AVE	72ND - PLAINFIELD	1,960	490	MAPLE CDS 1	MAPLE CDS - LIMIT	131	197
SIERRA DR	69TH -71ST	4,200	1,050	MAPLE CDS 2	MAPLE CDS - LIMIT	141	212
SIERRA CT	SIERRA - LIMIT	1,333	333	COUNTRY LANE	PLAINFIELD RD - 75TH	1,160	1,740
SAWYER RD	CHIPPEWA - HONEY LOCUST	4,356	1,089	CONCORD PL	CASS AV - EAST LIMIT	600	900
PINE TREE LN	SAWYER - LIMIT	500	125	CHALET DR	CONCORD - CONCORD	549	824
GLEN LN	SAWYER - CUL-DI-SAC	3,578	895	BAYBERRY LANE	EXNER - CDS	1,033	1,550
WOODLAND DR	N. FRONTAGE - LIMIT	2,333	583	WALDEN LANE	71ST - EXNER	1,273	1,910
DARIEN CLUB DR	CASS - FAIRVIEW	17,760	4,440	DROVER LANE	BURGESS LN - PARKVIEW DR	4,050	6,075
GALWAY CT	DARIEN CLUB - LIMIT	1,493	373	BREWER RD	GRANDVIEW - ALDEN	2,084	3,126
LIMERICK CT	DARIEN CLUB - LIMIT	1,867	467	ALILSWORTH DR	BELLER - CDS	1,328	1,992
SWEETBRIAR LN	DARIEN CLUB - FAIRVIEW	6,667	1,333	AILSWORTH COURT	AILSWORTH DR - CDS	454	681
KELLY CT	SWEETBRIAR - LIMIT	2,000	500	CREEKSIDE LANE	KEARNEY RD - CDS	2,600	3,900
JANET AVE	LINDEN - LIMIT	2,100	525	KEMTWOOD COURT	CREEKSIDE - CDS	635	953
WARWICK DR	JANET - 70TH	4,222	1,056				
71ST ST	WASHINGTON - FAIRVIEW	14,000	3,500		PDS REQUIRED		33,968
73RD ST	FAIRVIEW - GOLD GROVE	5,000	1,250				
CLEMENS RD	EXNER - SUMMIT RD	3,484	871				
SUMMIT	CLEMENS - 71ST	6,900	1,725				
CARROL LN	SUMMIT - GIGI	600	150				
MARLBOROUGH LN	LYMAN - WAKEFIELD	3,300	825				
ABBAY DR	CAMBRIDGE - LIMIT	2,133	533				
WOODMERE DR	LEMONT RD - LIMIT	4,000	1,000				
WINDSOR DR	LEMONT RD - LIMIT	3,500	875				
WHITLOCK DR	LEMONT RD - LIMIT	2,300	575				
HEDGEWOOD DR	LEMONT RD - LIMIT	3,000	750				
CAMERON CT	LEMONT RD - LIMIT	500	125				
PARKVIEW DR	83RD - BELLER	4,000	1,000				
PITCHER DR	AILSWORTH - CLIFORD	2,800	700				
CLIFFORD RD	STEWERT - PITCHER DR	2,200	550				
STEWART RD	CLIFORD - AILSWORTH	2,800	700				
HAVENS DR	STEWERT - 87TH	1,120	280				
SPRING GREEN DR	PARKVIEW - BELLER	3,624	906				
OAL OAK PL	E/W OF CARRIAGE GREEN	2,800	700				
ROAL OAK PL	E/W OF CARRIAGE GREEN	3,800	950				
WILLOW CREEK LN	EVERGREEN - BAILEY	3,000	750				
WINTERBERRY LN	EVERGREEN - BAILEY	2,500	625				
GREEN BRIAR LN	BAILEY - GRANT	3,700	925				
PINE COURT	GREENBRIAR - LIMIT	2,000	500				
HINSWOOD DR	FRONTAGE RD - BOB O LINK	4,600	1,150				
DARIEN WOODS CT	S.FRONTAGE - LIMIT	1,500	375				

PDS REQUIRED

39,036

SCHEDULE OF PRICES

SUBMISSION INFORMATION:

INVITATION: # 2025-01
 BID OPENING DATE: February 18, 2025
 TIME: 11:00 A.M. Local Time
 LOCATION: Village Hall
 Village of Woodridge
 Woodridge, IL 60517

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

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: SKC CONSTRUCTION, INC.
 Address: P.O. BOX 503
 City, State, Zip Code: WEST DUNDEE, IL 60118

Crack Sealing and Seal Coating Services
 per the specifications identified herein

I. BASE BID ITEMS – Year 1 – 2025 Construction

Item No.	Items	Unit	Quantity	Unit Price	Total Cost
A	CRACK SEALING ASPHALT PAVEMENT	POUND	83,000	1.67	138,610.00
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	2,500	3.00	7,500.00
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	323,500	1.38	446,430.00
D	SEAL COAT BIKE PATH	SQ YD	15,100	1.07	16,157.00
E	SEAL COAT PARKING LOT	SQ YD	77,500	1.19	92,225.00
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	37,200	0.42	15,624.00
G	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	10.00	600.00
H	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	960	3.90	3,744.00
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	500.00	500.00
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	POUND	12,000	2.46	29,520.00
TOTAL BASE BID =					750,910.00

I. Year 2 (optional) - 2026 Construction

The rates for services listed for the Year 2 (optional) - 2026 Construction will not increase more than 5 % over the "BASE BID ITEMS – Year 1 – 2025 Construction" contract period. At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2026 and concluding December 31, 2026.

II. Year 3 (optional) - 2027 Construction

The rates for services listed for the Year 3 (optional) - 2027 Construction will not increase more than 5 % over the "Year 2 (optional) – 2026 Construction contract period". At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2027 and concluding December 31, 2027.

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

IV.

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
County of DuPage	No	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Elmhurst	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Hanover Park	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Lombard	No	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Villa Park	No	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Wood Dale	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Woodridge	No	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %

V. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item No.	Item	Unit	ADDITIONAL UNIT PRICE*
E	Seal Coat Parking Lot Parking Lot	SY	\$ <u>0.49</u>
F	Paint Pavement Marking – Line 4"	FT	\$ <u>0.30</u>
G	Paint Pavement Marking – Line 24"	FT	\$ <u>2.00</u>
H	Parking Lot Paint Pavement Marking – Letters & Symbols	SF	\$ <u>8.00</u>

* = The additional unit price above is to be added to the corresponding item in Sections E., F., G. or H. if the LPA requires the Contractor to perform the work on a Saturday.

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

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

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: _____

Company Name: _____

SKC CONSTRUCTION, INC.

Typed/Printed Name: _____

JEEEREY K. BERGQUIST

Date: _____

2-7-25

PRESIDENT

Title: _____

Telephone Number: _____

847-214-9800

E-mail _____

Jbergquist@skcconstruction.net

**APPENDIX A
AGREEMENT ACCEPTANCE**

**RFB #2025-01
CRACK SEALING SERVICES**

ACCEPTANCE

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

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

By: _____

Title: _____

AGENDA MEMO
CITY COUNCIL MEETING
FEBRUARY 2, 2026

ISSUE STATEMENT

Consideration of an ordinance amending Sections 9-2-8 and 9-6-1 of Title 9, Traffic Regulations, of the Darien City Code prohibiting left turns from the Lyman Avenue exit of the Darien Towne Centre in accordance with the Darien Towne Centre Annexation Agreement.

ORDINANCE

ATTACHMENTS

A. [DARIEN TOWNE CENTRE ANNEXATION AGREEMENT](#)
(ORDINANCE NO. O-16-93)

DISCUSSION/ANALYSIS

Background: On April 19, 1993 the City Council adopted Ordinance No. O-16-93 (see Attachment A), authorizing the execution of an annexation agreement for the Darien Towne Centre, the retail shopping center which currently hosts the Walmart, Home Depot, and other businesses. Section 12(J) of the Agreement prohibits “left turns from the Lyman Avenue exit.”

The Police Department has requested that this restriction be incorporated into the City Code to facilitate traffic enforcement and citation-writing. Conforming amendments to City Code Sections 9-2-8 and 9-6-1 have been drafted for Council consideration.

STAFF RECOMMENDATION

Staff recommend approval of the proposed text amendments to Municipal Services Committee and City Council, with any modifications or additions as directed.

COMMITTEE RECOMMENDATION

The Municipal Services Committee reviewed this item at its January 26, 2026 meeting. Following an overview and discussion, the Committee made a unanimous recommendation that the City Council approve this item.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. 0-16-93

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT (DARIEN TOWNE CENTRE)

ADOPTED BY THE CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 19th DAY OF April, 1993.

Published in pamphlet form
by authority of the City
Council of the City of Darien,
DuPage County, Illinois this
20th day of April,
1993.

ORDINANCE NO. 0-16-93

CITY OF DARIEN

ORDINANCE NO. 0-16-93

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT (DARIEN TOWNE CENTRE)

RECITALS

A. The Owners of Record, Purchaser and Developer of certain unincorporated territory described on Exhibit "A" attached hereto and made a part hereof, have petitioned the corporate authorities of the City of Darien to enter into an Annexation Agreement, pursuant to 65 ILCS 5/11-15.1-1 et seq.

B. The corporate authorities of the City have heretofore fixed a time for, and have held a public hearing upon the proposed Annexation Agreement. Notice of the proposed Agreement was published not more than thirty (30) nor less than fifteen (15) days before the date fixed for the hearing, in **THE DARIEN MET** (3-17) and **DARIEN PROGRESS** (3-18), being newspapers published in the City and with a general circulation within the City.

C. The City Council has duly considered all matters arising out of the proposed Annexation Agreement and the public hearing.

D. The City Council has now determined that entry into this Annexation Agreement will be in the best interests of the City of Darien and will promote the development of the City.

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

SECTION 1: The Mayor and Clerk are hereby authorized and directed to execute a certain Agreement captioned "ANNEXATION

April 1, 1993

ORDINANCE NO. 0-16-93

AGREEMENT BETWEEN THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS AND CERTAIN OWNERS AND DEVELOPERS OF PROPERTY REGARDING A PROJECT REFERRED TO AS THE 'DARIEN TOWNE CENTRE'," a copy of which Agreement is attached hereto as Exhibit "B" and made a part hereof.

SECTION 2: This Ordinance shall be in full force and effect upon its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED by a vote of two-thirds of the corporate authorities of the City of Darien holding office within the City of Darien this 19th day of April, 1993.

AYES: 8-Bazon, Beardsley, Biehl, Gillespie, Hagen, Kussow, Little, Smith

NAYS: 1-Rusnak

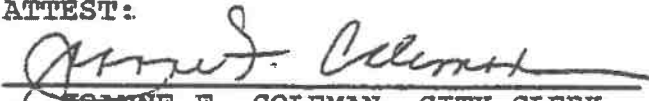
ABSENT: 0-None

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of April, 1993.

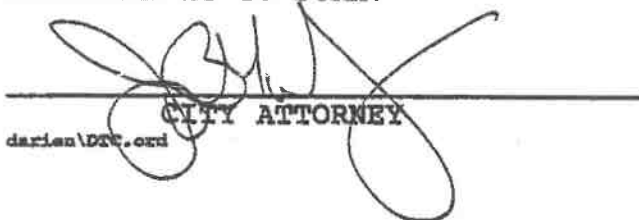


CARMEN D. SOLDATO, MAYOR

ATTEST:


JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

darien\DTG.ord

PARCEL A - LOT 1 IN DELERNO ASSESSMENT PLAT OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

IN DU PAGE COUNTY, ILLINOIS.

PARCEL B - LOT 2 IN DELERNO ASSESSMENT PLAT OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

IN DU PAGE COUNTY, ILLINOIS.

PARCEL C - THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF MANNING ROAD AS SHOWN ON THE PLAT OF GALLAGHER AND HENRY'S FARMINGDALE RIDGE UNIT 1 (P.D. 79-59275) AND GALLAGHER AND HENRY'S FARMINGDALE RIDGE UNIT 2 (P.D. 79-59276), EXCEPTING THEREFROM THOSE PARTS FALLING IN THE FOLLOWING DESCRIBED PARCELS:

- A.) LOT 1 OF K. CELMER'S SUBDIVISION (P.D. 950893)
- B.) LOT 1 OF CELMER'S SECOND SUBDIVISION (P.D. R63-16039), IN DU PAGE COUNTY, ILLINOIS.

PARCEL D - LOT 1 OF CELMER'S SECOND SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1963, AS DOCUMENT NO. R63-16039; EXCEPT THEREFROM THAT PART LYING WITHIN MANNING ROAD AS PER GALLAGHER AND HENRY'S FARMINGDALE RIDGE UNIT NO. 2, RECORDED JULY 10, 1979 AS DOCUMENT NUMBER R79-59276, IN DU PAGE COUNTY, ILLINOIS.

EXHIBIT "A"

ANNEXATION AGREEMENT
BETWEEN THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS
AND CERTAIN OWNERS AND DEVELOPERS OF PROPERTY
REGARDING A PROJECT REFERRED TO AS THE
"DARIEN TOWNE CENTRE"

TABLE OF CONTENTS

	<u>PAGE</u>
RECITALS	1
SECTION 1 - RECITALS	5
SECTION 2 - EFFECTIVE DATE OF AGREEMENT.	5
SECTION 3 - PETITION FOR ANNEXATION.	6
SECTION 4 - ANNEXATION	6
SECTION 5 - ZONING OF THE SUBJECT PROPERTY; FINAL DEVELOPMENT PLAN APPROVAL; PRELIMINARY PLAT APPROVAL; USE OF EXHIBITS.	7
SECTION 6 - LIMITATION ON REZONING	8
SECTION 7 - DEVELOPER'S OBLIGATION TO CONSTRUCT ROAD IMPROVEMENTS; DEDICATIONS; EASEMENTS	8
SECTION 8 - SIGNALIZATION AT 75TH STREET	12
SECTION 9 - LANDSCAPING; PROJECT LIGHTING.	13
SECTION 10 - OUTLOTS	13
SECTION 11 - CONVEYANCE OF UNDISTURBED AREAS TO CITY; EASEMENTS; FENCE MAINTENANCE; UNDISTURBED BUFFER.	14
SECTION 12 - ADDITIONAL COMMERCIAL PROPERTY DEVELOPMENT CONDITIONS.	16
SECTION 13 - IMPACT FEES; BUILDING CODE CHANGES. . . .	19
SECTION 14 - FINAL ENGINEERING PLANS	20
SECTION 15 - LIQUOR LICENSE FOR OUTLOT	21
SECTION 16 - FENCING; DUMPSTERS.	22
SECTION 17 - STORM WATER MANAGEMENT CRITERIA	22
SECTION 18 - ARMY CORPS OF ENGINEERS PERMIT APPROVAL .	23
SECTION 19 - PROPERTY MAINTENANCE; MAINTENANCE COVENANTS	24
SECTION 20 - WATER SERVICE	25

	<u>PAGE</u>
SECTION 21 - SALES TAX	25
SECTION 22 - ENFORCEMENT OF AGREEMENT	30
SECTION 23 - AMENDMENT	30
SECTION 24 - EFFECT OF PARTIAL INVALIDITY.	31
SECTION 25 - SUCCESSORS AND ASSIGNS.	31
SECTION 26 - NOTICES	31
SECTION 27 - RECORDATION	33

ANNEXATION AGREEMENT
BETWEEN THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS
AND CERTAIN OWNERS AND DEVELOPERS OF PROPERTY
REGARDING A PROJECT REFERRED TO AS THE
"DARIEN TOWNE CENTRE"

This Annexation Agreement ("Agreement") is executed and entered into this 8th day of July, 1993, by and among the City of Darien, DuPage County, Illinois, an Illinois municipal corporation ("City"), and the following:

(a) CURRENT OWNERS: (i) Margery E. Delerno; (ii) Gloria C. Drennan; (iii) Cislely Celmer and Kelly Celmer, as sole heirs and legatees of Ernest V. Celmer; and (iv) Standard Bank and Trust Company, as Trustee Under Trust Agreement dated 3/3/78, and known as Trust No. 5684. Said individuals and entities sometimes hereinafter referred to collectively as the ("Owners");

(b) PURCHASER/DEVELOPER: Darien Towne Centre Limited Partnership, an Illinois Limited Partnership whose principal place of business is situated in the City of St. Charles in the State of Illinois ("Developer"); and

RECITALS:

A. The Subject Property of this Agreement ("Subject Property") is approximately fifty-three acres in area. Attached hereto as Exhibit "A" is a legal description of the Subject Property. Attached hereto as "Exhibit B" is a summary of those components of the Subject Property and the ownership interest of each of the Owners. The Subject Property is bounded on the north

April 22, 1993



by the south R-O-W line of 75th Street; on the west by Lyman Avenue; on the south by Manning road; and on the east by portions of the residential subdivision in the City referred to as the Farmingdale Ridge Unit 4 Subdivision and related commercially zoned property.

B. The Subject Property is vacant. There are no electors residing on the Subject Property. The Subject Property is not within the corporate limits of any municipality but is contiguous to the City.

C. Developer has entered into contracts for the purchase of portions of the Subject Property from Owners subject to, among other things, the annexation of the Subject Property into the City pursuant to this Agreement. In addition, Developer has entered into certain agreements with Wal-Mart Corporation, a corporation operating and existing under the laws of the State of Arkansas and authorized to do business in the State of Illinois ("Wal-Mart"), pursuant to which Wal-Mart would purchase approximately 16.8 acres of the Subject Property from Developer upon Developer's acquisition of same from Owners, said purchase also dependent upon, inter alia, the execution of this Agreement. Further, Developer and Standard Bank have entered into certain Agreements pursuant to which Developer, upon acquisition thereof, will transfer that portion of the Subject Property approximately 150' x 150' located adjacent to Manning Road in consideration for which Standard Bank will convey a portion of the Subject Property located immediately to the west thereof to Developer.

D. The Owners and Developer have jointly petitioned to annex the Subject Property ("Petition") to the City pursuant to 65 ILCS 5/7-1-8, subject to the execution of this Agreement.

E. In connection with the Petition, Developer has submitted a proposed Development Plan for a portion of the Subject Property and a Preliminary Plat of Subdivision for the entire Subject Property. The Development Plan ("Development Plan") consists of the following, and is incorporated herein by reference as Group Exhibit "C":

(i) Final Site Plan prepared by the Balsamo/Olson Group revised as of March 30, 1993.

(ii) East elevation drawings prepared by Balsamo/Olson Group dated March 22, 1993.

(iii) Final Landscape Plan prepared by Balsamo/Olson Group dated March 4, 1993.

(iv) TGIF and Aldi architectural drawing dated March 22, 1993.

(v) Darien Towne Centre elevation/architectural rendering dated March 22, 1993.

(vi) Darien Towne Centre building materials sample plan revised as of March 22, 1993.

(vii) Preliminary Engineering Plans prepared by Balsamo/Olson Group and revised as of November 15, 1991.

(viii) Darien Towne Centre sign elevation rendering dated as of March 22, 1993.

The Development Plan provides for the development of a portion of the Subject Property (the "Commercial Property") for commercial and retail uses, including without limitation a shopping center and other retail or commercial facilities aggregating not to exceed 400,000 square feet in area, including expansion areas and Outlots, all in accordance with the Development Plan. No development plans

have been submitted for the remainder of the Subject Property (the "Residential Property", as shown on the Preliminary Plat of Subdivision referred to herein), and no approvals (other than rezoning pursuant to this Agreement) have been sought in connection therewith for the Residential Property.

F. The Development Plan and related submittals have been reviewed by the City staff, the City Plan Commission and the Planning and Development Committee of the City Council.

G. Pursuant to 65 ILCS 5/11-15.1-1 et seq., the City Council conducted a public hearing with respect to this Annexation Agreement on April 5, 1993. Notice of the public hearing was published in two separate newspapers; to-wit: March 17, 1993 in THE DARIEN MET and March 18, 1993 in the DARIEN PROGRESS, both being newspapers of general circulation within the City. In addition, the City's Plan Commission has conducted numerous meetings and public hearings in connection with the development of the Subject Property. Most recently the Plan Commission conducted a public hearing in connection therewith on March 22, 1993. Notice of the Plan Commission Public Hearing was published on March 4, 1993 and March 11, 1993 in the DARIEN PROGRESS, and also published on March 3, 1993 and March 10, 1993 in THE DARIEN MET, both being newspapers of general circulation published within the City.

H. The City is desirous of having the Subject Property developed in accordance with the Development Plan and terms of this Agreement. The development of the Subject Property, if completed, will increase employment opportunities in the City, stimulate



commercial growth, and contribute to the stabilization of the tax base of the City. The Owners and Developer have determined that the development of the Subject Property in the City, pursuant to this Agreement will be in the best interests of the Owners and Developer and desire to become a part of the City.

I. The parties now desire to enter into this Annexation Agreement in order to memorialize their understandings regarding the development of the Subject Property and related matters set forth herein.

NOW THEREFORE, it is hereby agreed by and among the parties, pursuant to legislative authorization found in 65 ILCS 5/11-15.1-1, et seq., and for and in consideration of the mutual promises contained herein, and other good and valuable consideration, as follows:

SECTION 1: RECITALS.

The recitals set forth hereinabove are incorporated into and made a part of this Agreement.

SECTION 2: EFFECTIVE DATE OF AGREEMENT.

A. Effective Date. This Agreement shall be in full force and effect upon notice (as defined in Section 26) by Developer to the City that Developer has acquired title to the Subject Property ("Title Notice"), pursuant to its agreements with Owners. If the City does not receive Title Notice by May 1, 1994, then the City may terminate this Agreement through the adoption of an appropriate Council Ordinance. Furthermore, in the event any of the contracts between Developer and any of the Owners terminates prior to



Developer's acquisition of title to any portion of the Subject Property, Developer shall promptly so notify City. Thereafter, this Agreement shall terminate thirty (30) days after the City notifies Developer of its intent to terminate the Agreement, or any Owner notifies the City and Developer of its intent to terminate this Agreement, unless within said thirty day (30) period Developer has obtained renewal, extension, or a new contract so that Developer has rights of acquisition to the entire Subject Property.

B. Term. This Agreement shall run for a term of twenty (20) years from the Effective Date.

SECTION 3: PETITION FOR ANNEXATION.

Owners and Developer have submitted the Petition in the manner and form prescribed by law to the Mayor and City Council of the City for annexation of the Subject Property into the corporate limits in the City. The Petition is on file in the Office of the City Clerk.

SECTION 4: ANNEXATION.

Within thirty (30) days after the date hereof, the City shall enact an ordinance ("Annexation Ordinance") annexing the Subject Property (along with adjacent right-of-way not previously annexed to any other municipality) into the City. The Annexation Ordinance shall be in substantially the form of Exhibit "D" attached hereto and made a part thereof. Developer shall submit a proposed Plat of Annexation for the Subject Property for review and acceptance by the City prior to enacting the Annexation Ordinance.



SECTION 5: ZONING OF THE SUBJECT PROPERTY; FINAL DEVELOPMENT
PLAN APPROVAL; PRELIMINARY PLAT APPROVAL;
USE OF EXHIBITS.

A. Zoning Ordinance. Within thirty (30) days after the execution of this Agreement, the City shall adopt an ordinance ("Zoning Ordinance") (i) zoning the Commercial Property into the B-3 Zoning District, pursuant to the City Zoning Ordinance; (ii) granting a special use for Planned Unit Development with respect to the development of the Commercial Property; (iii) granting final plan approval with respect to the Commercial Property in accordance with Section 5A-3-2.3 of the City Code; (iv) zoning the Residential Property into the R-2 District, pursuant to the City Zoning Ordinance; (v) and approving a Preliminary Plat of Subdivision for the Subject Property. The Zoning Ordinance shall be substantially in the form as Exhibit "E" attached hereto and made a part thereof. For ease of reference, the Commercial Property and Residential Property will be identified in the Zoning Ordinance by way of lot number as shown on Preliminary Plat of Subdivision, even though the Final Plat of Subdivision will not have been recorded at the time of Zoning Ordinance adoption.

B. Development Plan Control. Throughout the remainder of this Agreement the parties shall be making reference to rights and responsibilities relating to the Commercial Property. At various points in the text, this Agreement will cross-reference specific aspects of the Development Plan. Unless the context specifically indicates to the contrary, it is the parties' intent that the development of the Commercial Property shall be controlled and

governed by the showings and designations appearing on the applicable aspect of the Development Plan.

C. Development Plan Modifications. Any changes to the Final Development Plan for the Commercial Property shall be handled in accordance with Section 5A-3-2.5 of the City Code.

SECTION 6: LIMITATION ON REZONING.

Upon the annexation and zoning of the Subject Property pursuant to this Agreement, the City shall not take any action to rezone the Subject Property or any portion thereof except upon application of the party to this Agreement actually holding title thereto. However, if Developer has not received a building permit from the City with respect to the development of the Commercial Property by May 1, 1994, this limitation upon the City's ability to rezone the Subject Property shall become null and void.

SECTION 7: DEVELOPER'S OBLIGATION TO CONSTRUCT ROAD IMPROVEMENTS; DEDICATIONS; EASEMENTS.

A. Lyman Avenue Improvement. (i) Upon annexation, Developer shall improve Lyman Avenue (the "Lyman Avenue Improvement") from existing 75th Street, running southerly so that it connects with the improved portion of Manning Road. The Lyman Avenue Improvement shall be a two lane road, constructed as a collector road pursuant to Section 5B-1-8 of the City Code (except that Developer's sidewalk obligation shall be limited as set forth in Section 7 D hereof), and in accordance with all other applicable provisions of the City's Subdivision Control Ordinance. The final plans for the improvements will include turning lanes, traffic signals, signage and other safety improvements as shown in the Preliminary



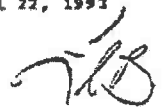
Engineering Plans prepared by Balsamo/Olson Group and on file with the City as of May 13, 1991, revised as of November 15, 1991, or as shown on approved Final Engineering Plans.

(ii) The City acknowledges that properties located west of Lyman Avenue from 75th Street south to the Manning Road terminus will be benefited by the Lyman Avenue improvement. Accordingly, Developer (or at Developer's election and notice to the City, Developer's assignees) shall be entitled to recapture the cost of one-half of the Lyman Avenue improvements, including improvements to 75th/Lyman intersection and its signalization. Within thirty (30) days after the Effective Date, the parties shall enter into a Recapture Agreement, pursuant to 65 ILCS 5/9-5-1, et seq. The costs of the Lyman Avenue Improvement to be recaptured from the Owners of the property benefited by said improvements, said property located generally west of Lyman Avenue, shall be those costs as certified to by an engineer to be selected by Developer and approved by the City, which approval shall not be unreasonably withheld. The Lyman Avenue Recapture Agreement shall be binding against any party seeking annexation to the City with property located along the Lyman Avenue Improvement, and on any party seeking a new or improved access entryway (commonly referred to as a "curb cut") along the Lyman Avenue Improvement. Developer or Developer's assigns' right of recapture shall be binding until the earlier of twenty years from the date of annexation, or the repayment of one-half of the Lyman Avenue Improvement Cost.

(iii) Developer shall construct the Lyman Avenue improvement in connection with its initial construction of the Commercial Property. Said improvement shall be substantially complete and open for traffic in connection with the opening of the first of the major retailers on the Commercial Property (Wal-Mart, Circuit City or HomeBase).

B. Manning Road Contribution. At the time it seeks its initial building permit for the Commercial Property, Developer shall pay the City an amount equal to the estimated costs of building one-half of a fully improved collector road, in accordance with Section 5B-1-8 of the City's Subdivision Control Ordinance, for a distance of 166 feet east and 319 feet west of Manning's intersection with the centerline of Barclay Road, said costs currently jointly estimated by the parties to be \$40,000.00. The cost of the Manning Road improvements for the portion of Manning Road adjacent to the Residential Property shall be due and payable from the Owner of the Residential Property upon the City issuing the first building permit for improvements to be located on the Residential Property.

C. Street and Utility Dedications. Upon annexation, Developer agrees to dedicate, or cause the dedication of, and the City agrees to accept, all necessary street right-of-way, public utility lines and public easements on the Property for street and public utility purposes in accordance with the requirements and maintenance obligations of the City, and as shown on the Final Subdivision Plat and Final Engineering Plans. With respect to the



dedication of the east side of Lyman Avenue, to the extent said dedication causes the building constructed on Outlot 1 as shown on the Site Plan to become nonconforming to the yard requirements set forth in the City's Zoning or Subdivision Ordinance, such nonconformity is hereby waived by the City so as to allow a twenty-three (23') foot corner side yard setback and a forty-three (43') foot building setback.

D. Lyman Avenue Sidewalk Contribution/75th Street Sidewalk Construction. At such time as it obtains its initial building permit, Developer shall provide the City with a sum of money as certified by the City Engineer (currently jointly estimated to be \$25,000) sufficient to satisfy the cost of constructing a sidewalk along the west side of dedicated Lyman Avenue right-of-way from 75th Street on the north to the existing terminus of such sidewalk on Manning Road/Lyman Avenue to the south. The City shall be responsible for said sidewalk installation and such installation shall be completed in conjunction with Developer's construction of the Lyman Avenue Improvement. Developer shall construct a sidewalk along the entire 75th Street frontage of the Subject Property, as shown on the Development Plan, as part of its initial site improvements.

E. Letter-of-Credit Reductions. Improvements for which Developer has made cash contributions in lieu of construction, shall not be included in the amount of Developer's public improvement letter-of-credit. Interest earned on any such deposit shall belong to City. The contributions called for by Sections 7B

and 7D shall be the limit of Developer's obligations with respect to the construction of such improvements.

F. Letter-of-Credit. Developer shall post one or more letters-of-credit guaranteeing the construction of all public improvements within the Commercial Property in accordance with the City's Subdivision Regulations. In accordance with the City's Subdivision Regulations, the sum of the credit shall be reduced in the amount of disbursements made from time to time in accordance with the terms under which such letter or letters shall be extended.

SECTION 8: SIGNALIZATION AT 75TH STREET.

A. Construction. Developer has caused the County of DuPage to issue warrants which would authorize the installation of traffic signals at (1) the intersection of Fairmont and 75th Street, and (2) at the intersection of 75th Street and Lyman Avenue. Developer will cause both signalizations to be installed promptly in conjunction with the initial development of the Commercial Property. Developer will pay the costs of all such installations including the installation of Opticom signaling devices for emergency purposes. Fifty (50%) percent of the cost of signalization at 75th and Lyman shall be included in the Lyman Avenue Recapture Agreement.

B. Operation; Reimbursement to City. If the signalization is not operational within ninety (90) days after the first Certificate of Occupancy for the Commercial Property is issued, the City, at its option, may withhold further Certificates of Occupancy until



such time as said signalization is operational. In addition, Developer shall reimburse City for all costs incurred by the City in providing traffic control (including but not limited to reimbursement for police or other security services) to the Commercial Property from the date of issuance of the first Certificate of Occupancy until the date the signalization becomes operational.

SECTION 9: LANDSCAPING; PROJECT LIGHTING.

A. Landscaping. Developer shall landscape the Commercial Property in accordance with the Final Landscape Plan. Developer, its successors and assigns shall bear the cost and responsibility of maintaining said landscaping during the term of this Agreement. Developer shall grade, seed and maintain each of the Outlot parcels provided for in the Site Plan. Landscape plans for Outlots 2 and 4 (Aldi's and T.G.I. Friday) are hereby approved. Each additional Outlot Owner shall be responsible for submitting a separate landscape plan in accordance with the City's Codes, prior to obtaining a building permit. Developer or its successor shall be obligated to maintain landscaping on Outlot parcels which are leased or sold to other parties.

B. Lighting. All lights installed in the Project shall be designed to avoid off-site spillage.

SECTION 10: OUTLOTS.

A. The development of the Commercial Property shall include four so-called "Outlots." The location and approximate square

footage of buildings and location of monument signage of the Outlots shall be as shown on the Development Plan.

B. Nothing herein shall be construed as Final Site Plan approval of any of the improvements to be located on Outlots 1 and 3. The development of each such Outlot shall be subject to Plan Commission and City Council Final Site Plan review in accordance with Section 5A-3-2.3 of the City Code. The height of any Outlot building, excluding cupolas and decorative entrance features, shall not exceed twenty-five (25') feet and shall consist of only one story above grade.

**SECTION 11: CONVEYANCE OF UNDISTURBED AREAS TO CITY;
EASEMENTS; FENCE MAINTENANCE; UNDISTURBED
BUFFER.**

A. Conveyance. Within thirty (30) days after the City issues its Certificate of Occupancy for the 109,000 ± square foot use on the eastern portion of the Commercial Property ("HomeBase"), and upon completion of the required berming in the area behind the "Circuit City" building, Developer (or such entity as designated by Developer holding title to the property described hereinbelow) shall convey by warranty deed to the City merchantable title to Lots 3 and 4 as shown on the Preliminary Subdivision Plat and identified on the Site Plan as the "Undisturbed Area" and the "Buffer Area," said areas located generally along the eastern boundary, southeastern corner and a portion of the southern boundary of the Subject Property. The recited consideration for said conveyance shall be \$10.00 and other good and valuable consideration. In addition, at the time of said conveyance,

Developer shall contribute to the City the sum of Twenty-Three Thousand (\$23,000.00) Dollars to be used by the City for purposes of providing trees, plantings, fencing, and other landscaping in said areas. Upon such conveyance and contribution the Developer shall have no further obligation with respect to said Undisturbed Area and Buffer Area.

B. Effect on Commercial Property. City acknowledges that said conveyance shall not be deemed for any purpose to result in the remaining Commercial Property side yard to become nonconforming to the terms of the City Zoning Ordinance so as to necessitate the need for any variance or similar zoning relief on the part of Developer with respect to the Commercial Property.

C. Landscaping Obligations. Prior to this conveyance, Developer shall (i) not disturb the area except for necessary construction activities; and (ii) as a part of its preliminary site work, erect temporary construction fencing separating the Subject Property from the adjoining residential properties to the east.

D. Capping Well. Prior to the conveyance called for herein, Developer shall cause any existing wells within the Undisturbed Area to be capped or otherwise closed in accordance with any applicable County or State regulations.

E. Easements. Developer shall grant City permanent access easements as shown on the Final Subdivision Plat for purposes of allowing City access to the Undisturbed Area. In addition, with respect to the fences being constructed by Developer along the perimeter of the Commercial Property (as shown on the Site Plan)

Developer shall construct a locked gate and allow City personnel keys entitling City personnel and vehicles to gain access to the portion of the Undisturbed Area located at the southeast corner of the Subject Property.

F. Residential Area Restrictions. With respect to the Residential Property, Owners and Developer shall cause a title restriction to be recorded against the north 75 feet of the Residential Property, identified as the "75 Foot Undisturbed Buffer" on the Site Plan. Said title restriction shall provide that said undisturbed area shall be preserved in its natural state in perpetuity. The final form of such instrument of conveyance shall be subject to review and approval by the City and shall be recorded prior to the issuance of any building permit for the Commercial Property.

G. Drainage Efforts. Prior to conveyance of Lots 3 and 4 to the City, Developer shall seek to obtain County and U. S. Army Corps of Engineers approval to drain that portion of Lot 3 located generally in the southeast corner of the Subject Property. If Developer can obtain such approval without having to provide mitigation, Developer shall construct such drainage improvements as are necessary to cause said parcel to drain off-site.

SECTION 12: ADDITIONAL COMMERCIAL PROPERTY DEVELOPMENT CONDITIONS. The improvements to the Commercial Property shall be completed in accordance with the following conditions, terms and limitations, in addition to other such terms and conditions set forth elsewhere in this Agreement or on the Development Plans:

A. The Circuit City entrance feature will be no higher than the higher of that for either the HomeBase or Wal-Mart entrance feature; that is a maximum of thirty-five (35') feet high with a raised parapet on the east side of the entrance feature, so that the roof lines are of equal height.

B. Developer shall not install or permit the installation of satellite dishes, towers or antennas within Lots 3 and 4.

C. Developer shall install and maintain an aerator or bubbler approved by the Army Corps of Engineers within the retention area located in the southwest quadrant of the Subject Property.

D. Overnight parking of motorized trucks such as semi-trailers or pickups shall not be allowed within the Commercial Property. Non-motorized trailers may remain in the loading dock areas of the various buildings overnight for a period not to exceed forty-eight (48) hours.

E. A twelve (12') foot high berm (to the extent terrain permits such height) shall be erected behind Circuit City and shall extend as far west as is reasonably possible, and such berming shall be shown as a part of the final Engineering Plans. To the extent (i) the Final Engineering Plans call for this berming to be built on the property adjoining the Commercial Property to the southeast (commonly referred to as the "Gardner" Property), and (ii) the City has entered into an agreement with the Owners of the Gardner Property to allow for such placement in a reasonable fashion from an engineering and economic point of view, Developer

shall construct such berming on the Commercial Property and the Gardner Property in accordance with such engineering plans.

F. The rear of the HomeBase Garden Center shall be constructed as a masonry wall, or of such other sound minimizing material as shall be approved by the City, built to a maximum height of eight (8') feet.

G. Truck traffic within the Commercial Property shall be limited to 6:00 a.m. to 10:00 p.m.

H. Mechanical roof top HVAC units located closest to the rear perimeter of individual buildings shall be individually screened. The roof top mechanical unit of HomeBase shall be screened with a parapet wall.

I. Prior to the issuance of a Certificate of Occupancy, Developer and City shall enter into a Traffic Enforcement Agreement in accordance with 65 ILCS 5/1-1-7 and 625 ILCS 5/11-209, for purposes of enforcing parking and standing rules within the Commercial Property and the limitations of this Section 12. The form of the Agreement shall be the City's usual and customary form as entered into with other such property owners.

J. Developer's public improvement letter-of-credit shall include the additional sum of Two Thousand (\$2,000.00) Dollars which shall be utilized by the City for purposes of constructing or causing Developer to construct traffic control measures to restrict the Lyman Avenue entrance to the Commercial Property to "left-in" and "right-out" only, or some similar traffic control measure designed to limit the use of Lyman Avenue south of the Lyman

entrance by shopping center patrons. The City shall make a determination as to the necessity of such device within twenty-four (24) months of the time the Centre reaches the level of occupancy defined in Section 21C of this Agreement. In the event City determines any such additional improvements are not necessary, City shall release this additional security. Developer may substitute cash, a performance bond, or any other agreeable form of security with respect to this improvement. Upon the opening of the Centre, right turns into the Centre from Lyman Avenue will be permitted; left turns from the Lyman Avenue exit will be prohibited, and the City shall post signage so limiting.

SECTION 13: IMPACT FEES; BUILDING CODE CHANGES.

A. Developer Obligation. Developer hereby agrees to pay any applicable impact fees which are charged by the City and by the County of DuPage, pursuant to Ordinance, as the same may be modified from time to time. Developer, and any subsequent parties purchasing property within the Project from Developer, shall pay said fees at the time a building permit is obtained.

B. Code Limitations. Any modifications to the City's building permit fees and Codes applicable to the Commercial Property, shall not go into effect for a period of two years from the Effective Date of this Agreement. Thereafter, City may hereafter revise, amend or change its existing Subdivision Building, Construction and Housing Codes, Ordinances and Regulations ("Codes"), or may hereafter enact new Codes, even if such Codes increase the requirements or obligations of Owners or

Developer, provided that the Codes are of general applicability and enforced on a uniform basis. Fees charged by City for issuance of building permits and inspections of improvements constructed on the Subject Property shall be of general applicability and uniformly enforced.

SECTION 14: FINAL ENGINEERING PLANS.

A. Preliminary Plans Approved. Developer's preliminary engineering plans prepared by Balsamo/Olson and dated May 13, 1991, revised as of November 15, 1991, are hereby approved.

B. Final Plans. No building permit shall issue until final engineering for the Commercial Property is presented and approved by the City. The City shall approve all final engineering plans and specifications within thirty (30) days after submission, provided they comply with City codes or standards as provided for herein, or where the City codes are silent, provided they meet generally accepted engineering standards. If any engineering plans or specifications fail to meet City codes or standards, City will give Developer written notice thereof within said 30 day period, specifying in each case those items deemed deficient by the City. If the City fails to provide any response to Developer within said 30-day period, said plans shall be deemed approved.

C. Modifications. The approved final engineering plans may be modified to resolve engineering layout and design problems; provided however that each such modification shall receive the written approval of the City Engineer. If the City Engineer or City Administrator determines that such modification amounts to a

major change in the development of the Subject Property, such modification shall require City Council approval.

D. Stockpiling; Erosion Control. In connection with construction, Developer may stockpile soil, provided no such stockpiling is located (as measured from the bottom of the stockpile slope) within one hundred (100') feet of any residential property. Developer shall submit an erosion control plan prior to the commencement of any earth work on the Subject Property and shall also submit for City approval a plan for controlling traffic on Lyman Avenue during the construction of the Lyman Avenue improvements. This plan shall be submitted prior to the commencement of construction of the Lyman Avenue improvements.

SECTION 15: LIQUOR LICENSE FOR OUTLOT.

Developer has represented that it has a tentative agreement with respect to Outlot No. 4 for a restaurant commonly known as "T.G.I. Fridays." City will take all action necessary to issue a Class D liquor license for said restaurant or any substantially similar restaurant premises, allowing the sale of beer, wine and liquor on the premises but not for take-out. Said liquor license shall be subject to all usual and customary fees, regulations and laws of the City and State of Illinois. City agrees to reasonably consider any additional applications for liquor licenses by users located on the Outlots, but shall have no obligation to consider any liquor license applications for the remainder of the Subject Property.

SECTION 16: FENCING; DUMPSTERS.

A. Fencing. The fencing as shown on the Development Plan shall be of the following materials and heights: (i) The fence around the retention lake area shall be a six (6') foot vinyl-coated chain link along the southwest and east perimeters of the retention lake; an eight (8') foot single-sided stockade fence shall be installed and maintained along the northern perimeter; (ii) an eight (8') foot single-sided stockade fence shall be installed and maintained as shown on the Site Plan; (iii) an eight (8') foot high single-sided stockade fence shall be installed and maintained at all other areas indicated on the Development plan.

B. Dumpsters. All dumpster areas shall be screened through the use of enclosure structures constructed of the same material as the rear walls of the respective buildings so as to be compatible with the overall design and color scheme of the development of the Commercial Property and shall be subject to approval by City staff.

SECTION 17: STORM WATER MANAGEMENT CRITERIA.

All improvements of the Subject Property shall be subject to the DuPage County Storm Water Regulations adopted in 1991 and effective February 15, 1992. To the extent possible, while still complying with the DuPage County Storm Water Regulations, the detention area located in the southwesterly portion of the Subject Property shall be constructed so as to provide a "safety shelf" on that portion of the detention area immediately inside the fencing.

SECTION 18: ARMY CORPS OF ENGINEERS PERMIT APPROVAL.

A. Developer has obtained all necessary permits from the Army Corps of Engineers (COE) with respect to construction, wetlands mitigation, maintenance, and wetlands preservation, and the installation of a special filtration system leading to the wetlands/nature area as shown on the Site Plan. Attached hereto as Exhibit "F" and made a part hereof is a true and correct copy of Developer's COE permit. Developer shall maintain the wetlands at all times in accordance with COE rules and regulations. Developer shall furnish the City with copies of all correspondence and submittals between Developer and the COE relating to the Subject Property. If COE requires changes in Developer's plans, Developer will so notify the City, in which case City shall notify Developer whether City considers such changes to constitute a major or minor plan change per Section 5A-3-2.5 of the City Code, in which event Developer will be subject to plan modification procedures as defined therein.

B. Developer has submitted to the City its annual wetlands maintenance plan with respect to the Subject Property. Attached hereto as Exhibit "G" and made a part hereof is a true and correct copy of the maintenance plans as approved by COE. If COE or any other governing body with jurisdiction over the wetlands area of the Subject Property requires or requests any modifications to said plan, Developer will notify City and afford City the opportunity to participate in any deliberations regarding such modifications.

SECTION 19: PROPERTY MAINTENANCE; MAINTENANCE COVENANTS.

A. General Requirements. Developer shall maintain the Subject Property in a manner so as to keep the Subject Property free from trash, debris and rodents. Developer shall provide the City, upon request, with the name and address of the managing agent of the Subject Property and shall provide the City with a copy of all covenants, rules and regulations applicable to the maintenance of the Subject Property. Further, Developer intends to enter into Reciprocal Easement Agreements (REA) with the purchasers of the Commercial Property, and all tenants shall be required to take their tenancy subject thereto. All such REA Agreements entered into shall be recorded as to the Subject Property and copies thereof furnished to the City.

B. Covenants and Lease Restrictions;

Developer has or will enter into lease restrictions and/or covenants for common area maintenance, including but not limited to maintenance of the approved landscaped areas. Developer shall diligently enforce said Agreements and shall furnish City with copies of pertinent provisions of all leases and agreements relating to such maintenance matters.

In addition, Developer shall, at City's option, post a bond in the sum of Ten Thousand (\$10,000) Dollars in cash or other such security as the City might reasonably require in favor of the City in order to secure the maintenance of the common areas, said bond to be furnished for the term of this Agreement. Furnishing said

bond shall be a condition precedent to the issuance of any Certificates of Occupancy for the Commercial Property.

SECTION 20: WATER SERVICE.

A. Connection. Developer may tie into the City's water system at such points and locations as shown on the Development Plan. Developer shall dedicate portions of such water lines to the City in accordance with the City's Subdivision Regulations and the Development Plan, and shall pay all applicable tap-in and connection fees in effect as of the Effective Date.

B. Capacity. Developer has reviewed the pumping capacity and fire flow delivery capabilities of the City water system, is familiar with same, and seeks no modification thereof in order to satisfy any commitments from Developer to any user of the Commercial Property. Developer shall be responsible for all connection to and the looping of water lines around the Property in a manner sufficient to serve the project as determined by the City Engineer.

SECTION 21: SALES TAX.

A. Definitions. For purposes of this Section, the use of the terms "Sales Tax" and "Sales Tax Revenue" shall refer to the "Municipal Retailers' Occupation Tax," imposed by the City on all persons engaged in the business of selling tangible personal property at retail in the City at the rate of one (1%) percent of the gross receipts from such sales made in the course of such business as set forth in Section 2-4-1 of the City Code and

authorized by the "Retailers' Occupation Tax Act," 35 ILCS 120/1, et seq.

B. Acknowledgment. The City acknowledges that geographic and environmental limitations, as well as site development costs related to the development of the Subject Property, as well as the nature of the designated uses of the Commercial Property, are such that some economic assistance from the City is necessary in order for Developer to improve the Subject Property in the manner required herein. But for such assistance, the development of the Subject Property as contemplated herein would not be economically viable. Accordingly, City agrees to provide such assistance to the Developer in the manner and subject to the limitations provided for herein. In consideration of said economic assistance, Developer covenants to develop or cause the development of at least Three Hundred Thousand (300,000 sq.ft.) square feet of shopping center or commercial space in conformity with the Development Plan, said development to consist of the following "anchor" uses: (i) Wal-Mart (retail facility consisting of approximately 121,000 sq.ft. plus expansion area); (ii) HomeBase (retail facility consisting of approximately 109,000 sq.ft.); (iii) Circuit City (retail facility consisting of approximately 33,000 sq.ft.); (iv) PetsMart (retail facility consisting of approximately 25,000 sq.ft.); (v) Super Trak (retail facility consisting of approximately 10,000 sq.ft.); (vi) Fashion Bug (retail facility consisting of approximately 12,000 sq.ft.), or such substitute users as are mutually agreeable to

Developer and the City. No car sales will be conducted on the Subject Property.

C. Agreement to Pay. City agrees to pay Developer in annual payments (the "Sales Tax Payments") from the City's actual Sales Tax Revenues derived solely from the retail facilities located within the Commercial Property, including the Outlots. The Sales Tax Payments and Sales Tax Revenues shall be computed and derived as follows: (i) The commencement date for the rights and obligations flowing from this Section ("Commencement Date") shall be January 1 of the year following the year that Certificates of Occupancy have been issued for uses totalling One Hundred Fifty Thousand (150,000 sq.ft.) square feet; (ii) during each calendar year for the ten year term agreed to, beginning with the Commencement Date, the City and Developer shall jointly ascertain from the Illinois Department of Revenue ("DOR") the total amount of Sales Tax distributed to the City by DOR from the Commercial Property for any given year. The "Attributable Sales Taxes" shall be the total amount of Sales Tax collected from the Commercial Property by DOR and received by the City; (iii) Developer shall require each tenant, lot purchaser (including but not limited to Wal-Mart) and/or each Outlot purchaser or lessee to provide the City with a power of attorney letter addressed to and in a form satisfactory to DOR, authorizing DOR to release all gross revenue and sales tax information to the City, on at least a quarterly basis, throughout the ten year term of this Section 20. Such letter may be in the form attached hereto as Exhibit "H" or such

other or additional forms as required from time to time by DOR in order to release such information to the City. The City agrees to take all action as may be necessary to obtain the information from DOR in order to compute the Sales Tax Revenues as provided for herein and to obtain said payments from DOR; ((iv) subject to the preference to the City provided below and subject to the further limitations set forth below, Developer shall be entitled to receive Fifty (50%) percent of the Attributable Sales Tax Revenues for a period of ten calendar years beginning on the Commencement Date. However, the City shall receive a preference, as follows:

Years One-Ten: City shall receive the first \$400,000.00; the Developer shall receive the next \$400,000.00; and the balance shall be split between the parties fifty-fifty.

(v) Following receipt of City's preference, City will make payments of Developer's share of Sales Tax Revenues received during the course of each year this Section 21 is in effect within thirty (30) days after both (a) the City is in receipt of such revenues, and (b) the City is further in receipt of such information necessary for the City to make a determination as to Developer's entitlement pursuant hereto.

(vi) Sales Tax Payments will be due and payable solely from the Attributable Sales Tax Revenues actually received by the City from DOR.

D. Condition to Payment. The City's obligations herein are expressly contingent upon the Developer completing the Commercial Property in substantial compliance with the terms of this Agreement

and the representations contained herein with respect to the uses and users of the Subject Property.

E. Maximum Payment. The maximum amount of payment to Developer over the ten year term of this Section of the Agreement shall be \$5,719,000 (present valued at seven (7%) percent of 4.0 million dollars), in accordance with the attached Schedule, Exhibit "I" hereto. In the event said maximum payment to Developer is reached prior to the expiration of ten years from the Commencement Date, the City's obligation to make any further payments pursuant to this Section shall cease.

F. Collateral Assignment of Sales Tax Revenues. Developer may execute collateral assignments of its Sales Tax Revenue entitlement in connection with its financing of the development of the Subject Property. City agrees to honor such assignment and execute such documents at the instance of Developer's lender or other collateral assignee. Developer agrees to indemnify, defend and hold City harmless from any and all claims arising out of City's remission of payment pursuant to any such authorized collateral assignment.

G. Guarantee to City as to Preference; Relocation of Existing Business. In the event City does not receive all of its preference for any of the ten years of this Agreement, the remaining amount of such preference shall become part of the City's preference for the following year or years. By way of illustration, assume in Year Two the City receives a total of only \$300,000.00 in sales tax revenue from the Commercial Property. For Year Three, the City

shall be entitled to receive the first \$500,000.00 of sales tax revenue before Developer receives Developer's \$400,000.00 preference. In addition, only those sales tax revenues derived from a business existing in the City as of the Effective Date, which moves into the Commercial Property during years One-Ten inclusive, in excess of that generated by such business during the immediately preceding twelve months, shall be considered as generated by the Commercial Property.

SECTION 22: ENFORCEMENT OF AGREEMENT.

This Agreement shall be enforceable by any party hereto in any court of competent jurisdiction by any appropriate action at law or in equity to secure the performance of any of the covenants contained herein. No parties shall be deemed in default of this Agreement unless the other party hereto provides thirty (30) days prior notice thereof to the other party, specifically outlining the alleged defaults and demanding and allowing that the defaulting party cure such defaults within said thirty (30) days.

SECTION 23: AMENDMENT.

This Agreement and any exhibits attached hereto may be amended from time to time pursuant to law. An owner of any portion of the Subject Property shall have the right to petition for amendment to this Agreement as the same may affect such owner's property, and the City shall have the right to amend said Agreement based upon such petition without securing the approval or consent of any other owner of any portion of the Subject Property. However, all such other owners shall receive notice of any proposed amendment and

notice of the public hearing held by the City Council prior to the execution of any such amendment.

SECTION 24: EFFECT OF PARTIAL INVALIDITY.

If any provision of this Agreement or any section, sentence, clause, phrase or word, or the application thereof, is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein.

SECTION 25: SUCCESSORS AND ASSIGNS.

The terms, conditions and covenants of this Agreement shall extend to, be binding upon, and if and to the extent provided below, inure to the benefit of the respective successors and assigns of the City, Owner and Developer (said assignees including but not limited to Wal-Mart) , and shall run with and burden and benefit the land.

SECTION 26: NOTICES.

Each notice, demand, request and other communication, required or permitted under this Agreement, shall be in writing and shall be deemed properly given when delivered by hand to whose attention it has been directed, or two days after mailing if sent by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Mayor Carmen Soldato

With Copies to:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Timothy J. Gagen, City Administrator

John B. Murphey
Rosenthal, Murphey, Coblentz & Janega
30 N. LaSalle St. Suite 1624
Chicago, IL 60602

If to Developer:

Darien Towne Centre, Limited Partnership
B8015 Suite 261
37W222 Route 64
St. Charles, IL 60174-8015
Attn: General Partner

With Copy to:

Michael D. Firsel
Schain, Firsel & Burney, Ltd.
222 N. LaSalle St. Suite 1910
Chicago, IL 60601

If to Owners:

Cisley Celmer and Kelly Celmer
c/o John Duffy
McCarthy, Duffy, Neidhart & Snakard
180 N. LaSalle St. Suite 1400
Chicago, IL 60601

Gloria C. Drennan
c/o Frances White
White & White
5202 Washington No. 11
Downers Grove, IL 60515

Margery E. DeLerno
c/o Levato & Kotche
183 S. Bloomingdale No. 300
Bloomingdale, IL 60108

Standard Bank & Trust Company
Trust No. 5684
c/o Terry L. Woolums
Gallagher & Henry
6280 Joliet Rd.
Countryside, IL 60525

or at any such address and/or to such other and additional persons that any party entitled to receive notice hereunder designates to the others in writing in accordance with the terms and provisions of this Section.

SECTION 27: RECORDATION. A fully certified copy of this Agreement or a Memorandum hereof shall be recorded in the Office of the DuPage County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

Margery E. De Lerno
MARGERY E. DELERNO

GLORIA C. DRENNAN

CISLEY CELMER

KELLY CELMER

STANDARD BANK AND TRUST COMPANY,
as Trustee Under Trust Agreement dated
3/3/78, and known as Trust No. 5684

By _____
Its _____

[Signatures continued on next page]

SECTION 27: RECORDATION. A fully certified copy of this Agreement or a Memorandum hereof shall be recorded in the Office of the DuPage County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

MARGERY E. DELERNO

Gloria C. Drennan

GLORIA C. DRENNAN

CISLEY CELMER

KELLY CELMER

STANDARD BANK AND TRUST COMPANY,
as Trustee Under Trust Agreement dated
3/3/78, and known as Trust No. 5684

By _____
Its _____


[Signatures continued on next page]

SECTION 27: RECORDATION. A fully certified copy of this Agreement or a Memorandum hereof shall be recorded in the Office of the DuPage County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

MARGERY E. DELERNO

GLORIA C. DRENNAN



CISLEY GELMER



KELLY GELMER

STANDARD BANK AND TRUST COMPANY,
as Trustee Under Trust Agreement dated
3/3/78, and known as Trust No. 5684

By _____
Its _____

[Signatures continued on next page]

SECTION 27: RECORDATION. A fully certified copy of this Agreement or a Memorandum hereof shall be recorded in the Office of the DuPage County Recorder of Deeds.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

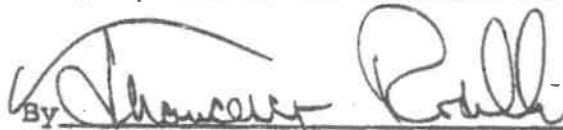
MARGERY E. DELERNO

GLORIA C. DRENNAN

CISLEY CELMER

KELLY CELMER


STANDARD BANK AND TRUST COMPANY,
as Trustee Under Trust Agreement dated
3/3/78, and known as Trust No. 5684

By 
Its Vice President & Sr. Trust Officer

[Signatures continued on next page]

This instrument is signed, sealed and delivered by STANDARD BANK AND TRUST COMPANY, solely in its capacity as Trustee as aforesaid. Any and all duties, obligations and liabilities of the Trustee hereunder are to be performed by said STANDARD BANK AND TRUST COMPANY only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said STANDARD BANK AND TRUST COMPANY as Trustee as aforesaid, and the said STANDARD BANK AND TRUST COMPANY does not undertake, nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof, nor shall STANDARD BANK AND TRUST COMPANY, either individually or as Trustee, be under any duty or obligation to sequester the rents, issues and profits arising from the property described or any other property which it may hold under the terms and conditions of said Trust Agreement.

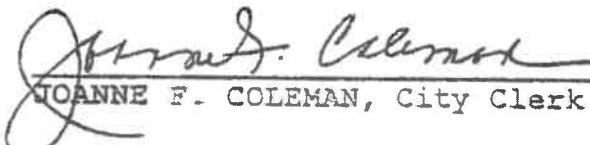
DARIEN TOWNE CENTRE LIMITED PARTNERSHIP,
DARIEN TOWNE CENTRE, INC., ITS
GENERAL PARTNER

By 
Its President

CITY OF DARIEN

By 
CARMEN D. SOLDATO, Mayor

ATTEST:


JOANNE F. COLEMAN, City Clerk

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9, TRAFFIC REGULATIONS,
OF THE DARIEN CITY CODE**

(DARIEN TOWNE CENTRE, NO LEFT TURNS ONTO LYMAN)

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

THIS 2nd DAY OF FEBRUARY, 2026

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of February, 2026.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 9, TRAFFIC REGULATIONS,
OF THE DARIEN CITY CODE**

(DARIEN TOWNE CENTRE, NO LEFT TURNS ONTO LYMAN)

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, On April 19, 1993 the City Council adopted Ordinance No. O-16-93, authorizing the execution of an annexation agreement for the Darien Towne Centre; and

WHEREAS, the aforementioned annexation agreement required that left turns onto Lyman Avenue from the shopping center be prohibited, and for the City to place signage to that effect;

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

SECTION 1: Title 9, Section 9-2-8 of the City Code of Darien, “No Left Turn Signs” is hereby amended in its entirety to read as follows:

9-2-8: NO LEFT TURN SIGNS:

No left turn signs shall be placed at the following locations:

ORDINANCE NO. _____

Far north exit on Cass Avenue at the Jewel Food Store.

Eastbound on Plainfield Road at Seminole Drive, weekdays between the hours of four o'clock (4:00) P.M. and six o'clock (6:00) P.M.

Southbound on Seminole Drive at Plainfield Road, weekdays between the hours of four o'clock (4:00) P.M. and six o'clock (6:00) P.M.

Eastbound on 69th Street at Wilmette Avenue between two thirty o'clock (2:30) P.M. and three thirty o'clock (3:30) P.M. on school days.

Darien Towne Center Lyman exit.

The east side of Bailey Road south of Willowcreek Lane facing northbound traffic, on school days between the hours of eight o'clock (8:00) A.M. - nine o'clock (9:00) A.M. and three o'clock (3:00) P.M. and four o'clock (4:00) P.M.

SECTION 2: Title 9, Section 9-6-1 of the City Code of Darien, "Darien Towne Center Shopping Center" is hereby amended in its entirety to read as follows:

9-6-1: DARIEN TOWNE CENTER SHOPPING CENTER:

The following regulations shall apply to the property of the Darien Towne Center Shopping Center:

(A) Laws And Ordinances: Any and all existing laws or ordinances as added and/or amended.

(B) Speed Limit: The maximum speed limit for any vehicle shall be twenty (20) miles per hour.

(C) Designated Parking: All vehicles shall be parked within designated areas marked by appropriate stripes. No part of any vehicle will extend beyond said stripe(s).

(D) Bicycles, Skateboards, Roller Skates: No person shall operate or move a bicycle, skateboard, roller skates or similar mode of transportation where prohibited.

(E) Trucks And Trailers:

ORDINANCE NO. _____

1. No person shall park motorized trucks such as semitrailer tractors or pickup trucks overnight.

2. No person shall allow a nonmotorized trailer to remain in an area commonly referred to as a loading dock for a period in excess of forty eight (48) hours.

(F) Restricted Hours: No person shall operate a commercial truck upon said property between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M.

(G) Left Turns onto southbound Lyman Prohibited. No person shall turn left onto southbound Lyman from the Lyman exit.

SECTION 3: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter no delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

ORDINANCE NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February, 2026.**

AYES _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 2nd day of February, 2026.**

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MOTION NO. _____

AGENDA MEMO
City Council
February 2, 2026

ISSUE STATEMENT

A motion accepting a proposal from Terrain Landscape Contractors for the purchase of the low voltage lights, underground cable, transformers and Bluetooth remote technology at the eight various City's entrance sign locations in an amount not to exceed \$20,000. See [Exhibit A](#).

BACKGROUND

The City's entrance signs have undergone landscape upgrades in the last few years. FY24 and FY25 included funds for the project of \$65,000. The City Council approved Resolution R-70-24 on August 5, 2024, attached as [Attachment A](#). Subsequently the City began to submit for permits through the County of DuPage. In conjunction with the permitting process Staff needed to coordinate efforts with Com Ed for energizing the various lighting locations. Due to ongoing permit resubmittals and lack of response with Com Ed, the project was carried over to the FY25 Budget.

Staff further revisited the lighting schematic proposed under the approved resolution and concluded that the lighting for the project required a reevaluation. The approved work called out for a one fixture and determined that the lighting schedule was not of optimal design. Staff had solicited for a lighting design consultant to evaluate, design and provide photometrics for the sights to provide an optimal lighting effect. Upon review it was determined that the lighting required would need additional funding allocation. The cost was a significant increase and to offset the costs, staff approached Metronet, as part of a giving back to the community program, to review opportunities to provide the boring for the City as they were boring throughout the City and in proximity to the sign locations. Metronet agreed to work with the City completing the boring required for each sign location to a determined power source at no additional charge.

Staff consulted with a lighting expert with a photometric report and solicited for competitive quotes for the lighting and related appurtenances for eight (8) locations. Staff received four (4) quotes with a wide range of pricing. Several of the recommended products were determined to be excessive for the intended applications. The pricing schedule is attached as [Attachment B](#).

The lowest responsive competitive quote was submitted by Terrain Landscape Contractors in the amount of \$20,000. The proposed lighting specifications are attached as [Attachment C](#). Terrain Landscape has also completed the lighting at the Clock Tower most recently with very satisfactory work.

The additional cost will be offset by a reduced scope of services and materials from the previously approved Resolution R-70-24 dated August 5, 2024, attached as [Attachment A](#). The revised scope of work includes the purchase and installation of low-voltage lighting, underground cable, transformers, and Bluetooth technology for each of the following locations:

Hinswood Dr. & Cass Ave.
Cass Ave. & 67th St.
75th St. & Route 83
87th St. & Woodvale Dr.

Plainfield Rd. & Route 83
Lemont Rd. & 75th St.
Lemont Rd. & Cheese Rd.
83rd St. & Woodward Ave.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24/25 & FY25/26 BUDGET	PROPOSED EXPENDITURE	BALANCE
*01-30-4350	Contractual Services Entrance Sign Lighting	\$65,000	\$62,410	\$2,590
01-30-4350	Contractual Services Entrance Sign Lighting	\$65,000	\$2,590	-0-

***Approved August 4, 2024**

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends accepting a proposal from Terrain Landscape Contractors for the purchase of the low voltage lights, underground cable, transformers and Bluetooth remote technology at the eight various City's entrance sign locations in an amount not to exceed \$20,000.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 2, 2026, City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of February 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

Dan Gombac

From: pdurkin ragselectric.com <pdurkin@ragselectric.com>
Sent: Thursday, December 18, 2025 4:02 PM
To: Dan Gombac
Cc: Kris Throm
Subject: Re: Entrance way lighting

Dan,

Each bore was estimated @ \$3,100.00. But we only had bores included for (2) of the quotes as we were going to trench to nearest poles or ground transformers for the others.
Each fixture was a \$85.00 allowance.

Thanks,

Patrick Durkin

Rag's Electric, Inc.
(773) 619-7640

From: Dan Gombac <dgombac@darienil.gov>
Sent: Thursday, December 18, 2025 3:09 PM
To: pdurkin ragselectric.com <pdurkin@ragselectric.com>
Cc: Kris Throm <kthrom@darienil.gov>
Subject: Entrance way lighting

Pat,

I need the approximated credit value of the 8 floodlights proposed for the entrance way lighting and the original footage you had included for the uni duct with boring. As you are aware, Metronet will be completing the boring and uniduct at no cost to the city as part of a giving back to the community program. The lighting required for the signs is significantly more. Need the value of the above-mentioned items by Mon. I know Kris has requested this info several times with respect to the flood lights.

Sincerely,

Dan

AGENDA MEMO

City Council
August 5, 2024

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND

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

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

- New Com Ed meter
- Trench from nearest Com Ed pole to the meter behind the sign - LIMITED TRENCHING - REVISED 01/22/26 *de*
- Conduit and wire from meter's overcurrent protection to a new junction box
- Supply and install fixtures

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

- New Com Ed meter
- Bore across street to nearest Com Ed pole - NO BORING - REVISED 01/22/26 *de*
- Conduit and wire from meter's overcurrent protection to a new junction box
- Supply and install fixtures

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

- Trench from nearest light pole - MINIMAL TRENCHING 01/22/26 *de*
- Conduit and wire from sign to new junction box
- Supply and install fixtures
- 01/22/26 \$85 = 680.00 CREDIT FOR LIGHT

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

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

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

RESOLUTION NO. R-70-24

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

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Rag's Electric for the electrical upgrade of the lighting of the various City's entrance sign locations in an amount not to exceed \$62,410.00, a copy of which is attached hereto as "**Exhibit A**".

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


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

AYES: 7 - Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

NAYS: 0 - NONE

ABSENT: 0 - NONE

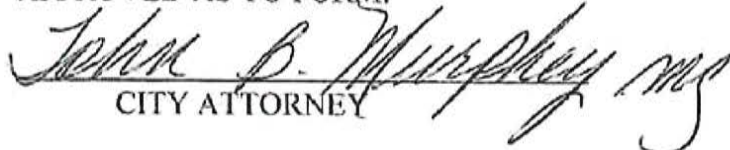
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.


JOSEPH A. MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



Ticket
April 15, 1991 EXHIBIT A



COMMERCIAL • INDUSTRIAL • RESIDENTIAL

6805 Hobson Valley Dr., Unit #105
Woodridge, IL 60517
1-630-739-8A6S
Fax: 1-630-739-7424

November 3, 2023

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Dan Gombac

Re: Entrance Sign Lights

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

Hinswood and Cass, Lemont and 75th, Lemont and Cheese, 87th and Woodvale, Plainfield and Route 83:

- New Com Ed meter
- Trench from nearest Com Ed pole to the meter behind the sign - **NO TRENCHING**
- Conduit and wire from meter's overcurrent protection to a new junction box
- Install new flood light for signage.

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

Cass and 67th, 75th and Route 83:

- New Com Ed meter
- Bore across street to nearest Com Ed pole. **NO BORE**
- Conduit and wire from meter's overcurrent protection to a new junction box
- Install new flood light for signage.

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

83rd and Woodward:

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

Total Cost: \$5,290.00

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

Sincerely,



\$ 5,290.00

Rob Forgue
Estimator
(630) 992-1918



City of Darien Entrance Sign Lighting RFQs

	Amperage Electrical Supply, Inc		CED		Terrain Landscape Contractors		Evergreen Electric Supply	
Option 1	\$	46,282.22	\$	65,346.00		\$ 20,000.00	\$	49,004.80
Option 2	\$	73,929.57	\$	96,141.12			\$	79,800.16

SPECIFICATION SHEET

PRODUCT # : CL-405-BT-AB

• Directional Lights

• Cast Brass

Fixture Specifications:

Housing: Corrosion Resistant Cast Brass

Gasket: Silicone double gasketed for water-tight sealing

Finish: AB- Antique Bronze
Natural Toning process, color may vary.
Also available in GM- Gun Metal

Knuckle: Swivel cast brass knuckle with thumb screw and 1/2" NPT threaded male hub on bottom.

Lens: Clear, Convex Glass Lens.
15° & 60° reflectors included (see page 3)

Wiring: Fixture is prewired with a 10ft 18-2 SPT-2W direct burial cord. Wire connector sold separately. Universal connector (CX-839), and silicone filled wire nut (CX-854) are available from Corona Lighting.

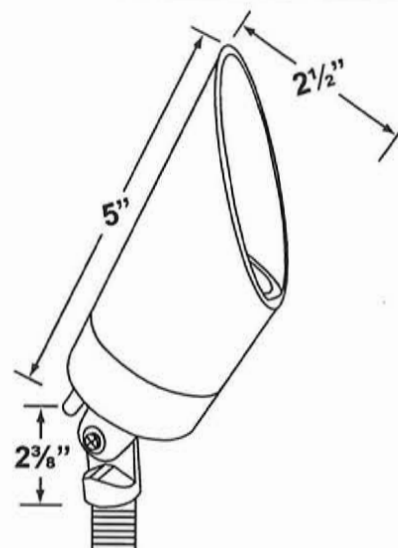
Light Source: Replacable 1-6W RGB LED module. Lumen output is between 15LM - 450LM. Standard 38° beam spread, with 15° & 60° options also included.

Mounting Spike: Standard injection molded 8 1/2" large spike with 1/2" NPT threaded female hub on bottom.

LED Features: CCT Options: Presets: 2700K, 3000K, 4000K, 5000K
RGB : Unlimited color wheel options & quick presets.
Dimming: Every color choice
Scenes: Customizable scenes with up to 8 colors.
Compatibility: Amazon's Alexa and Google Home
Music: The lights will follow music collected by a phone microphone.

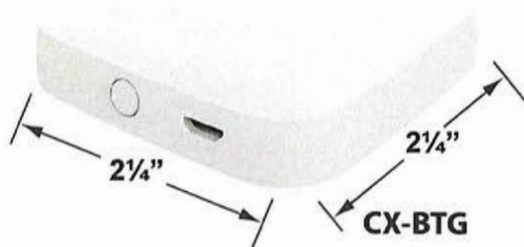
Electrical Notes: A remote 12V transformer is required. Options are available from Corona Lighting. Voltage range for LED module is 10V-15V. Proper grease/lubricant is suggested on threaded parts during installation process.

Warranty: Lifetime limited warranty on fixture housing. Ten (10) years warranty on LED module.



SMART ACCESSORIES

CX-BTE Bluetooth Range Extender
CX-BTG Wireless Bluetooth Mesh Gateway



JOB INFORMATION

TYPE: _____ DATE: _____
JOB NAME & ADDRESS: _____
PRODUCT #: _____
TOTAL QUANTITY: _____
LAMP TYPE & WATTAGE: _____
TRANSFORMER: _____
CONTRACTOR: _____
SPECIFIER: _____

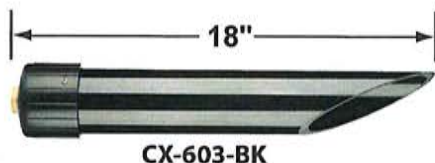
PRODUCT # : CL-405-BT-AB

• Directional Lights

• Cast Brass

Mounting Pedestals

- CX-601-BK 1" PVC Mounting Pedestal, ½" NPT, **Black**
- CX-601-VG 1" PVC Mounting Pedestal, ½" NPT, **Verde Green**
- CX-603-BK 3" PVC Mounting Pedestal, ½" NPT Female Brass Hub on top, **Black**
- CX-603-VG 3" PVC Mounting Pedestal, ½" NPT Female Brass Hub on top, **Verde Green**



- CX-604-BK 1" PVC Adjustable Mounting Pedestal, ½" NPT, **Black**
- CX-621-BK 1" PVC Cap, ½" NPT, **Black**
- CX-621-VG 1" PVC Cap, ½" NPT, **Verde Green**
- CX-622-BK 2" PVC Cap, ½" NPT, **Black**
- CX-622-VG 2" PVC Cap, ½" NPT, **Verde Green**
- CX-624-BK 3" PVC Cap, ½" NPT Female Brass Hub, **Black**
- CX-624-VG 3" PVC Cap, ½" NPT Female Brass Hub, **Verde Green**

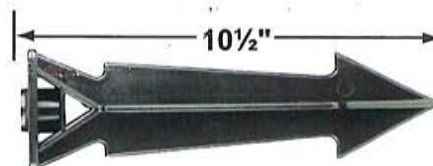
Mounting Canopies

- CX-705B-AB Brass Flat Canopy, ½" NPT, **Antique Bronze**
- CX-709B-AB Brass Raised Canopy, ½" NPT, **Antique Bronze**
- CX-718B-AB 5" Brass Canopy, 3-Hole ½" NPT, **Antique Bronze**
- CX-719B-AB Brass Tree Mounting Bracket, 1/2" NPT, **Antique Bronze**
- CX-720-BR Brass Tree mount Canopy with 9" Rubber Strap stretches to 14, **Natural Brass**
- CX-721-BR Brass Tree mount Canopy with 15" Rubber Strap stretches to 22", **Natural Brass**
- CX-722-BR Brass Tree mount Canopy with 22" Rubber Strap stretches to 33", **Natural Brass**
- CX-723-BR Brass Tree mount Canopy with 31" Rubber Strap stretches to 45", **Natural Brass**



Ground Spikes

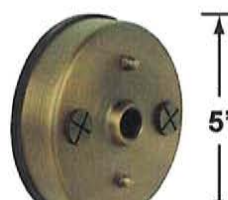
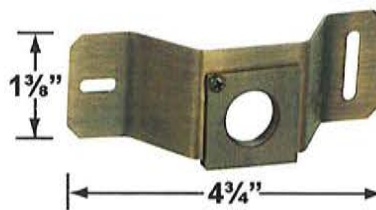
- CX-642-BK 8.5" ABS Spike, ½" NPT, **Black**
- CX-642-BZ 8.5" ABS Spike, ½" NPT, **Bronze**
- CX-643-BZ 8.5" ABS Spike, ½" NPT, **Bronze**



- CX-646-BK 8" ABS Spike, ½" NPT, **Black**
- CX-646-BR 8" ABS Spike, ½" NPT, **Natural Brass**
- CX-646-SS 8" ABS Spike, ½" NPT, **Stainless Steel**
- CX-647-BK 10.5" Heavy Duty ABS Spike, ½" NPT, **Black**

Mounting Risers

- CX-682B-AB 6" Brass Riser, ½" NPT Male/Female, **Antique Bronze**
- CX-683B-AB 12" Brass Riser, ½" NPT Male/Female, **Antique Bronze**
- CX-684B-AB 18" Brass Riser, ½" NPT Male/Female, **Antique Bronze**
- CX-685B-AB 24" Brass Riser, ½" NPT Male/Female, **Antique Bronze**



ACCESSORIES SHEET

PRODUCT # : CL-405-BT-AB

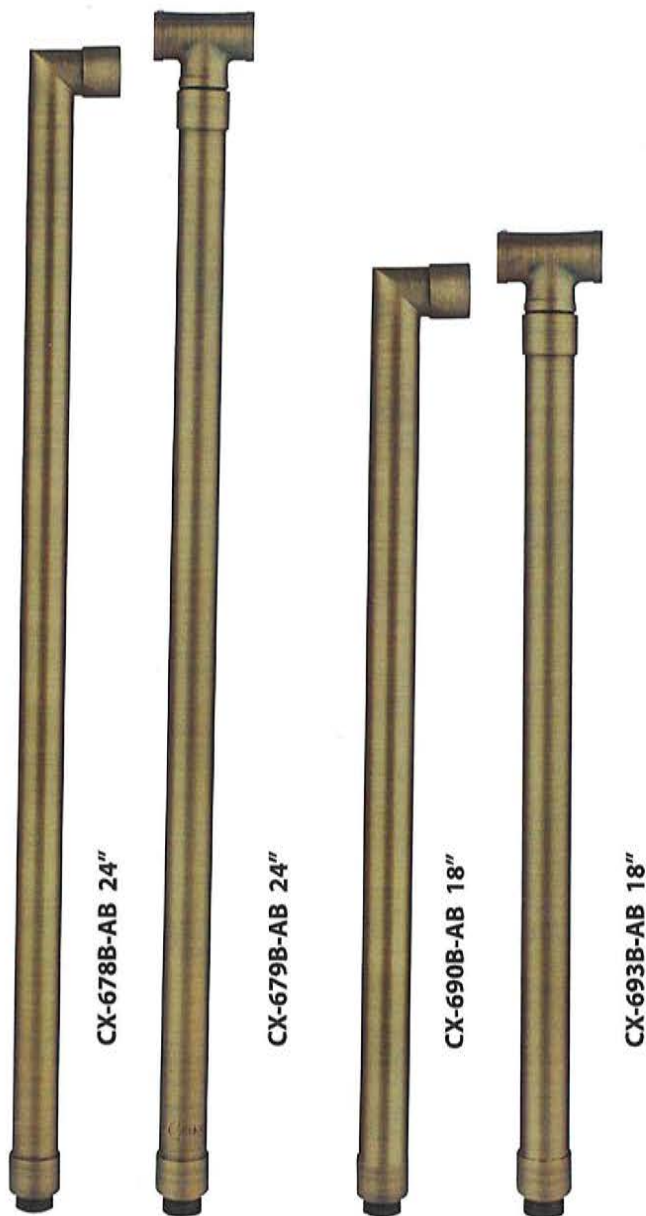
• Directional Lights

• Cast Brass

Mounting Posts For Sign Light & Path Light Applications

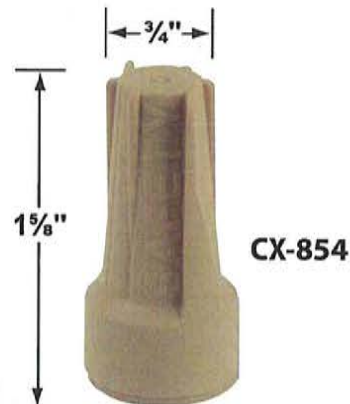
- CX-678B-AB 24" Brass Single Head Post, **Antique Bronze**
- CX-679B-AB 24" Brass Double Head Post, **Antique Bronze**
- CX-690B-AB 18" Brass Single Head Post, **Antique Bronze**
- CX-693B-AB 18" Brass Double Head Post, **Antique Bronze**

*CX-718B-AB (Mounting Canopies pg 2) is required for sign light installation.



Cable Connectors

- CX-854 Direct Burial Silicone Filled Wire Nut, Tan
- CX-858 Speedy Cable Connector, Supply Cable up to 10-2, **Black**
- CX-839 Universal cable connector, Supply cable up to 8-2, one/Pack **Black**



Reflectors (Free Pack-in)

- 15D 15° Reflector
- 60D 60° Reflector



SPECIFICATION SHEET

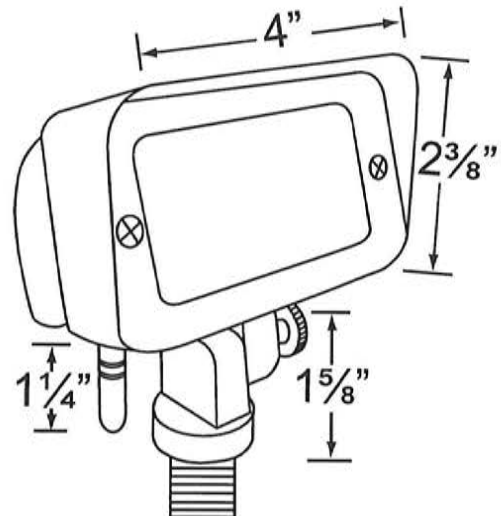
PRODUCT # : CL-400-BT-AB

• Directional Lights

• Cast Brass

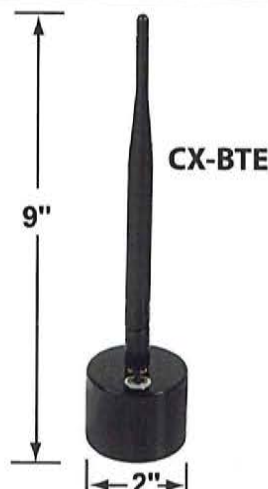
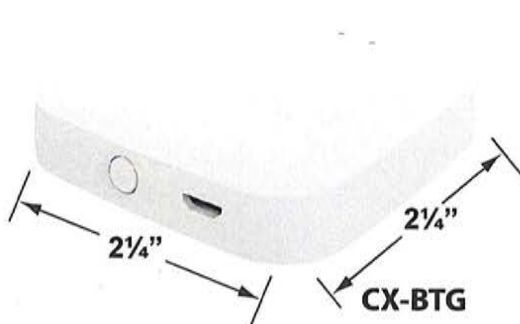
Fixture Specifications:

Housing:	Corrosion Resistant Cast Brass	Knuckle:	Adjustable cast brass knuckle with thumb screw and ½" NPT threaded male hub on bottom.
Finish:	AB- Antique Bronze Natural Toning process, color may vary. Also available in GM- Gun Metal	Wiring:	Fixture is prewired with a 10ft 18-2 SPT-2W direct burial cord. Wire connector sold separately. Universal connector (CX-839), and silicone filled wire nut (CX-854) are available from Corona Lighting.
Lens:	Removable Frosted Lens (Clear Lens Included)	Mounting Spike:	Standard injection molded 8½" large spike with ½" NPT threaded female hub on bottom.
Light Source:	Replacable 1-5W RGB LED module. Lumen output is between 15LM - 350LM. Allows for 120° beam spread.	Electrical Notes:	A remote 12V transformer is required. Options are available from Corona Lighting. Voltage range for LED module is 10V-15V. Proper grease/lubricant is suggested on threaded parts during installation process.
LED Features:	CCT Options: Presets: 2700K, 3000K, 4000K, 5000K RGB : Unlimited color wheel options & quick presets. Dimming: Every color choice Scenes: Customizable scenes with up to 8 colors. Compatibility: Amazon's Alexa and Google Home Music: The lights will follow music collected by a phone microphone.	Warranty:	Lifetime limited warranty on fixture housing. 10 (ten) years warranty on LED module.
Gasket:	Silicone gasket for water tight sealing		



SMART ACCESSORIES

CX-BTE	Bluetooth Range Extender
CX-BTG	Wireless Bluetooth Mesh Gateway



JOB INFORMATION

TYPE: _____ DATE: _____
JOB NAME & ADDRESS: _____
PRODUCT #: _____
TOTAL QUANTITY: _____
LAMP TYPE & WATTAGE: _____
TRANSFORMER: _____
CONTRACTOR: _____
SPECIFIER: _____

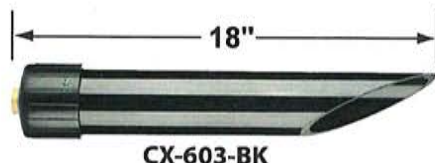
PRODUCT # : CL-400-BT-AB

• Directional Lights

• Cast Brass

Mounting Pedestals

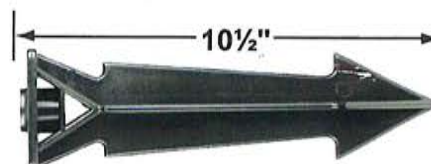
- CX-601-BK 1" PVC Mounting Pedestal, ½" NPT, Black
- CX-601-VG 1" PVC Mounting Pedestal, ½" NPT, Verde Green
- CX-603-BK 3" PVC Mounting Pedestal, ½" NPT Female Brass Hub on top, Black
- CX-603-VG 3" PVC Mounting Pedestal, ½" NPT Female Brass Hub on top, Verde Green



- CX-604-BK 1" PVC Adjustable Mounting Pedestal, ½" NPT, Black
- CX-621-BK 1" PVC Cap, ½" NPT, Black
- CX-621-VG 1" PVC Cap, ½" NPT, Verde Green
- CX-622-BK 2" PVC Cap, ½" NPT, Black
- CX-622-VG 2" PVC Cap, ½" NPT, Verde Green
- CX-624-BK 3" PVC Cap, ½" NPT Female Brass Hub, Black
- CX-624-VG 3" PVC Cap, ½" NPT Female Brass Hub, Verde Green

Ground Spikes

- CX-642-BK 8.5" ABS Spike, ½" NPT, Black
- CX-642-BZ 8.5" ABS Spike, ½" NPT, Bronze
- CX-643-BZ 8.5" ABS Spike, ½" NPT, Bronze



CX-647-BK

- CX-646-BK 8" ABS Spike, ½" NPT, Black
- CX-646-BR 8" ABS Spike, ½" NPT, Natural Brass
- CX-646-SS 8" ABS Spike, ½" NPT, Stainless Steel
- CX-647-BK 10.5" Heavy Duty ABS Spike, ½" NPT, Black

Mounting Risers

- CX-682B-AB 6" Brass Riser, ½" NPT Male/Female, Antique Bronze
- CX-683B-AB 12" Brass Riser, ½" NPT Male/Female, Antique Bronze
- CX-684B-AB 18" Brass Riser, ½" NPT Male/Female, Antique Bronze
- CX-685B-AB 24" Brass Riser, ½" NPT Male/Female, Antique Bronze

Mounting Canopies

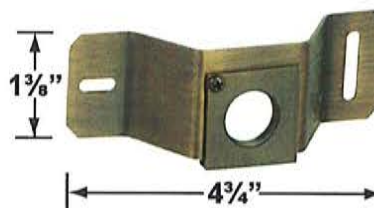
- CX-705B-AB Brass Flat Canopy, ½" NPT, Antique Bronze
- CX-709B-AB Brass Raised Canopy, ½" NPT, Antique Bronze
- CX-718B-AB 5" Brass Canopy, 3-Hole ½" NPT, Antique Bronze
- CX-719B-AB Brass Tree Mounting Bracket, 1/2" NPT, Antique Bronze
- CX-720-BR Brass Tree mount Canopy with 9" Rubber Strap stretches to 14", Natural Brass
- CX-721-BR Brass Tree mount Canopy with 15" Rubber Strap stretches to 22", Natural Brass
- CX-722-BR Brass Tree mount Canopy with 22" Rubber Strap stretches to 33", Natural Brass
- CX-723-BR Brass Tree mount Canopy with 31" Rubber Strap stretches to 45", Natural Brass



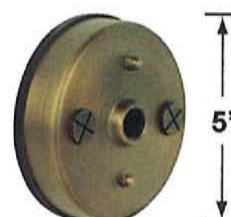
CX-709B-AB



CX-705B-AB



CX-719B-AB



CX-718B-AB



CX-682B-AB 6"



CX-683B-AB 12"



CX-684B-AB 18"



CX-685B-AB 24"

ACCESSORIES SHEET

E-Mail: sales@coronalighting.com

PRODUCT # : CL-400-BT-AB

• Directional Lights

• Cast Brass

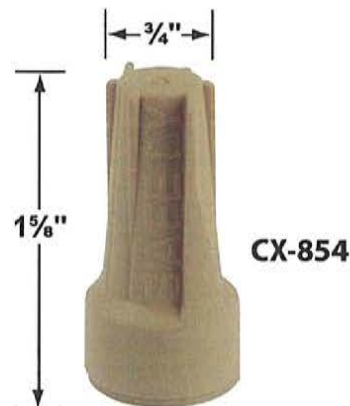
Mounting Posts For Sign Light & Path Light Applications

- CX-678B-AB 24" Brass Single Head Post, Antique Bronze
- CX-679B-AB 24" Brass Double Head Post, Antique Bronze
- CX-690B-AB 18" Brass Single Head Post, Antique Bronze
- CX-693B-AB 18" Brass Double Head Post, Antique Bronze

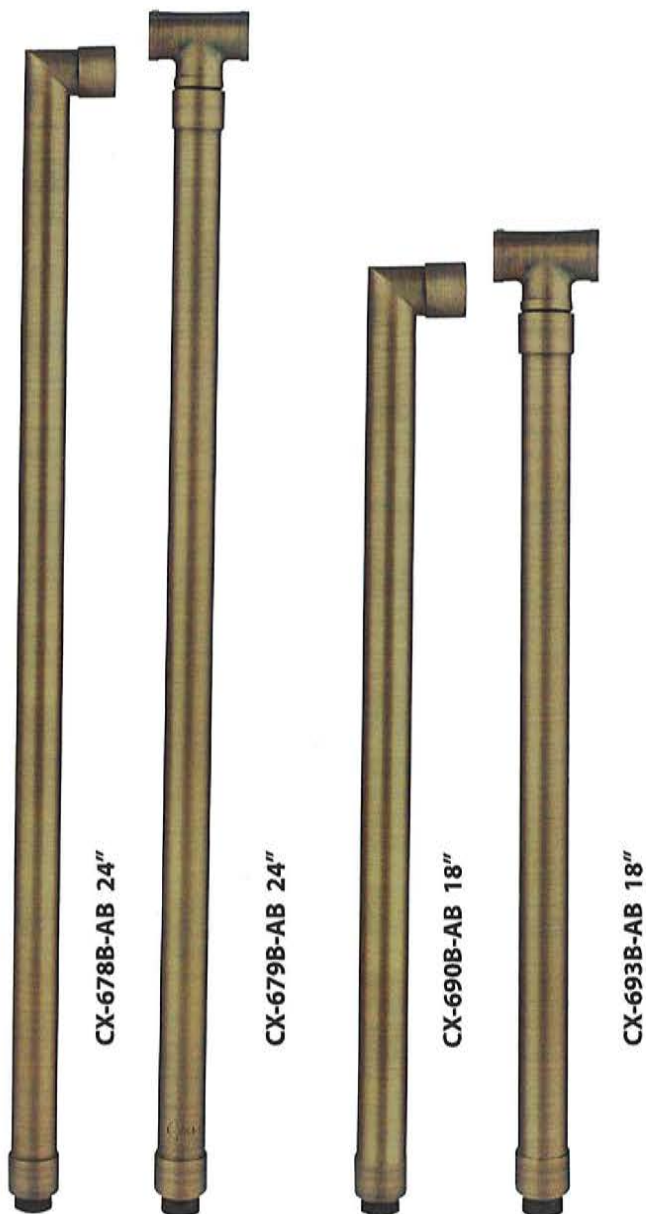
*CX-718B-AB (Mounting Canopies pg 2) is required for sign light installation.

Cable Connectors

- CX-854 Direct Burial Silicone Filled Wire Nut, Tan
- CX-858 Speedy Cable Connector, Supply Cable up to 10-2, Black
- CX-839 Universal cable connector, Supply cable up to 8-2, one/Pack Black



CX-854



SPECIFICATION SHEET

E-Mail: sales@coronalighting.com

PRODUCT # : CL-400-BT-AB

• Directional Lights

• Cast Brass

Fixture Specifications:

Housing: Corrosion Resistant Cast Brass

Finish: AB- Antique Bronze
Natural Toning process, color may vary.
Also available in GM- Gun Metal

Lens: Removable Frosted Lens (Clear Lens Included)

Light Source: Replacable 1-5W RGB LED module. Lumen output is between 15LM - 350LM. Allows for 120° beam spread.

LED Features: CCT Options: Presets: 2700K, 3000K, 4000K, 5000K
RGB : Unlimited color wheel options & quick presets.
Dimming: Every color choice
Scenes: Customizable scenes with up to 8 colors.
Compatibility: Amazon's Alexa and Google Home
Music: The lights will follow music collected by a phone microphone.

Gasket: Silicone gasket for water tight sealing

Knuckle:

Adjustable cast brass knuckle with thumb screw and 1/2" NPT threaded male hub on bottom.

Wiring:

Fixture is prewired with a 10ft 18-2 SPT-2W direct burial cord. Wire connector sold separately. Universal connector (CX-839), and silicone filled wire nut (CX-854) are available from Corona Lighting.

Mounting Spike:

Standard injection molded 8 1/2" large spike with 1/2" NPT threaded female hub on bottom.

Electrical Notes:

A remote 12V transformer is required. Options are available from Corona Lighting. Voltage range for LED module is 10V-15V. Proper grease/lubricant is suggested on threaded parts during installation process.

Warranty:

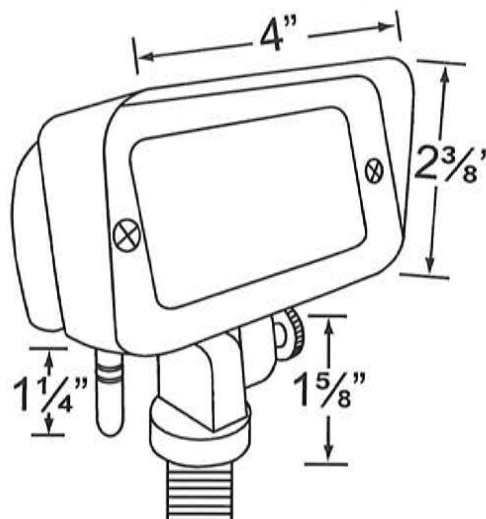
Lifetime limited warranty on fixture housing. 10 (ten) years warranty on LED module.



AB Finish Shown

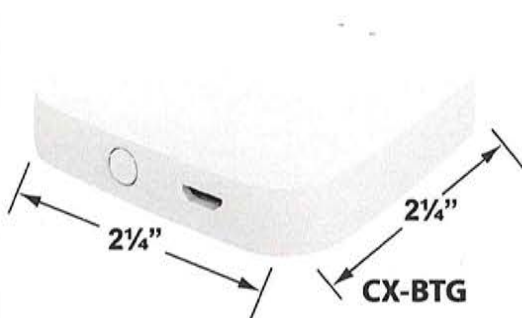


INTEGRATED



SMART ACCESSORIES

CX-BTE Bluetooth Range Extender
CX-BTG Wireless Bluetooth Mesh Gateway



CX-BTG



CX-BTE

JOB INFORMATION

TYPE: DATE:

JOB NAME & ADDRESS:

PRODUCT #:

TOTAL QUANTITY:

LAMP TYPE & WATTAGE:

TRANSFORMER:

CONTRACTOR:

SPECIFIER:

ACCESSORIES SHEET

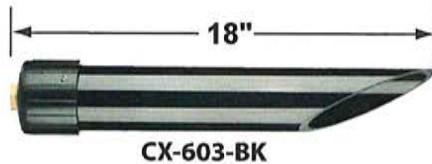
PRODUCT # : CL-400-BT-AB

• Directional Lights

• Cast Brass

Mounting Pedestals

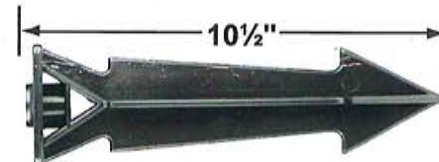
- CX-601-BK 1" PVC Mounting Pedestal, 1/2" NPT, Black
- CX-601-VG 1" PVC Mounting Pedestal, 1/2" NPT, Verde Green
- CX-603-BK 3" PVC Mounting Pedestal, 1/2" NPT Female Brass Hub on top, Black
- CX-603-VG 3" PVC Mounting Pedestal, 1/2" NPT Female Brass Hub on top, Verde Green



- CX-604-BK 1" PVC Adjustable Mounting Pedestal, 1/2" NPT, Black
- CX-621-BK 1" PVC Cap, 1/2" NPT, Black
- CX-621-VG 1" PVC Cap, 1/2" NPT, Verde Green
- CX-622-BK 2" PVC Cap, 1/2" NPT, Black
- CX-622-VG 2" PVC Cap, 1/2" NPT, Verde Green
- CX-624-BK 3" PVC Cap, 1/2" NPT Female Brass Hub, Black
- CX-624-VG 3" PVC Cap, 1/2" NPT Female Brass Hub, Verde Green

Ground Spikes

- CX-642-BK 8.5" ABS Spike, 1/2" NPT, Black
- CX-642-BZ 8.5" ABS Spike, 1/2" NPT, Bronze
- CX-643-BZ 8.5" ABS Spike, 1/2" NPT, Bronze
- CX-647-BK 10.5" Heavy Duty ABS Spike, 1/2" NPT, Black



- CX-646-BK 8" ABS Spike, 1/2" NPT, Black
- CX-646-BR 8" ABS Spike, 1/2" NPT, Natural Brass
- CX-646-SS 8" ABS Spike, 1/2" NPT, Stainless Steel
- CX-647-BK 10.5" Heavy Duty ABS Spike, 1/2" NPT, Black

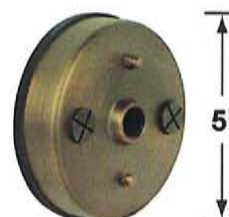
Mounting Risers

- CX-682B-AB 6" Brass Riser, 1/2" NPT Male/Female, Antique Bronze
- CX-683B-AB 12" Brass Riser, 1/2" NPT Male/Female, Antique Bronze
- CX-684B-AB 18" Brass Riser, 1/2" NPT Male/Female, Antique Bronze
- CX-685B-AB 24" Brass Riser, 1/2" NPT Male/Female, Antique Bronze



Mounting Canopies

- CX-705B-AB Brass Flat Canopy, 1/2" NPT, Antique Bronze
- CX-709B-AB Brass Raised Canopy, 1/2" NPT, Antique Bronze
- CX-718B-AB 5" Brass Canopy, 3-Hole 1/2" NPT, Antique Bronze
- CX-719B-AB Brass Tree Mounting Bracket, 1/2" NPT, Antique Bronze
- CX-720-BR Brass Tree mount Canopy with 9" Rubber Strap stretches to 14, Natural Brass
- CX-721-BR Brass Tree mount Canopy with 15" Rubber Strap stretches to 22", Natural Brass
- CX-722-BR Brass Tree mount Canopy with 22" Rubber Strap stretches to 33", Natural Brass
- CX-723-BR Brass Tree mount Canopy with 31" Rubber Strap stretches to 45", Natural Brass



ACCESSORIES SHEET

PRODUCT # : CL-400-BT-AB

• Directional Lights

• Cast Brass

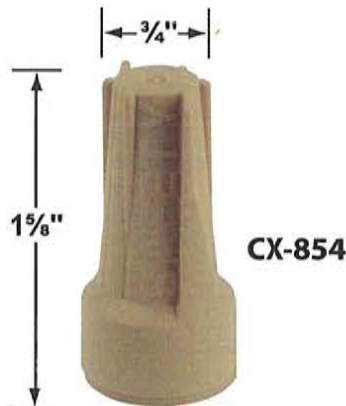
Mounting Posts For Sign Light & Path Light Applications

- CX-678B-AB 24" Brass Single Head Post, Antique Bronze
- CX-679B-AB 24" Brass Double Head Post, Antique Bronze
- CX-690B-AB 18" Brass Single Head Post, Antique Bronze
- CX-693B-AB 18" Brass Double Head Post, Antique Bronze

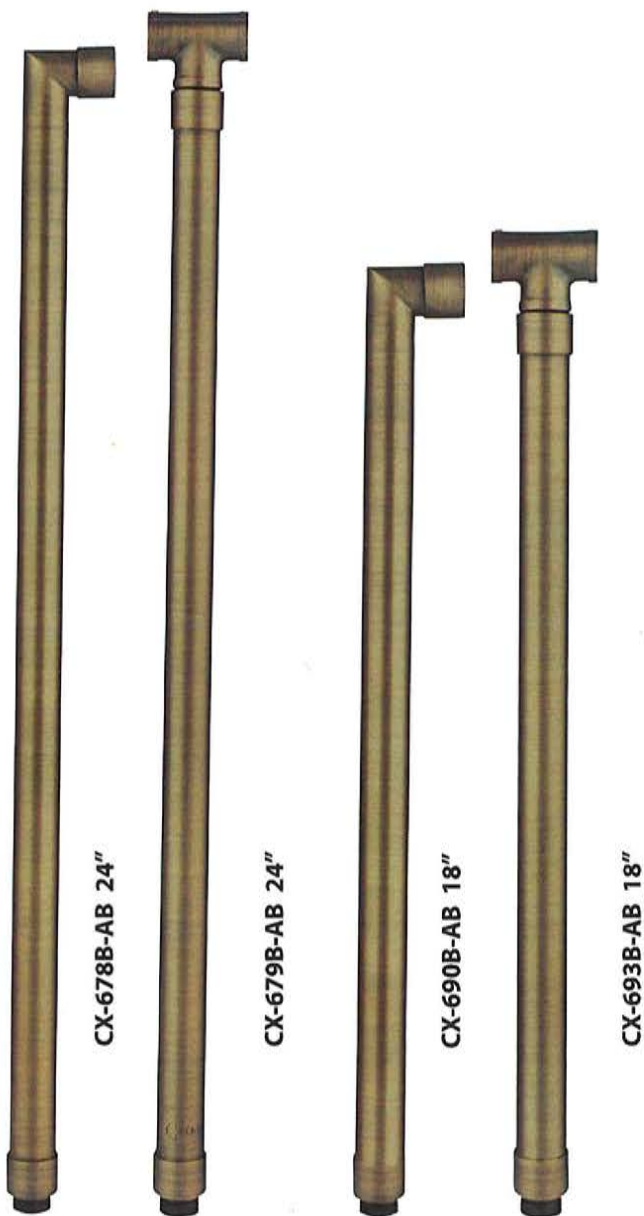
*CX-718B-AB (Mounting Canopies pg 2) is required for sign light installation.

Cable Connectors

- CX-854 Direct Burial Silicone Filled Wire Nut, Tan
- CX-858 Speedy Cable Connector, Supply Cable up to 10-2, Black
- CX-839 Universal cable connector, Supply cable up to 8-2, one/Pack Black

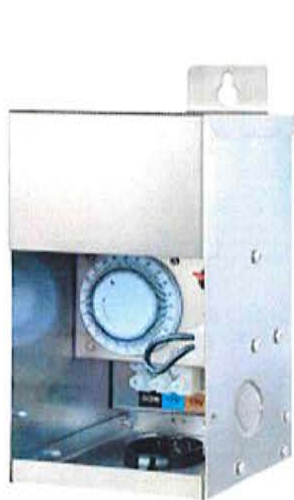


CX-854





TRANSFORMERS SPEC SHEET



75W



150/300W



600/900W

SPECS

Size	Power	Input Voltage	Output Voltage
4.4" x 5" x 7.5"	75W	120V AC	12/15V AC
6.1" x 13.7" x 5.3"	150W	120V AC	12/15V AC
6.1" x 13.7" x 5.3"	300W	120V AC	12/15V AC
8.46" x 19" x 7.24"	600W	120V AC	12/22V AC
8.46" x 19" x 7.24"	900W	120V AC	12/22V AC

FEATURES

- Durable & Weatherproof
- Multi-tap Output
- Built-in timer (75W only)
- Automatic Circuit Breaker
- ETL listed

MATERIALS

304 Stainless Steel

WARRANTY

Lifetime warranty

Terrain

LANDSCAPE CONTRACTORS

City Of Darien
1702 Plainfield Rd.
Darien, IL 60561

1/22/26
630 852-5000

Re: Sign lighting proposal

Please find listed below the following steps as well as the specifications for the lights, blue tooth, & transformer needed to light the 7 City of Darien signs. All 7 signs will be able to change the color settings up to 200 ft. This proposal is for lights, 150-watt transformers & blue tooth installation only, the City of Darien is responsible for all permits, Julie locates & for bringing the electrical supply to each unit. Please call if you have any questions. Respectfully submitted Tim Ascolani, president of Terrain Landscape Contractor,

Installation of (7) 150-Watt transformers. (see spec. page)

Installation of { 7 } blue tooth connectors & { 7 } satellite timers. (see spec page)

Installation of (14) pillar up lights & (7) flood lights, all in brass. (see spec. page)

Total cost of this work.

7 200pters \$17,500.00

~~8 200pters~~ ~~20,000.00~~

$$17,500 / 7 = 2,500 / \text{UNIT}$$

$$2,500 \times 8 = \underline{\underline{20,000}}$$

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014

Policy establishing guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor

I. Purpose

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. The issuance of ceremonial documents, proclamations and supporting resolutions recognize and celebrate significant achievements, milestones, and events within the City of Darien.

II. Policy

It is the policy of the City Council to consider requests for ceremonial documents, proclamations, and supporting resolutions only when:

1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
2. such issuance proclaims certain events or causes when such proclamations pertain to a Darien event, person, organization, or cause with direct local implications at determined by the city.
 - a. Examples of acceptable recognition include, but is not limited to:

- Matters of public awareness about an issue for a community organization.
 - Arts, cultural or historical occasions.
 - A commemoration of a specific accomplishment, time, period, or event that impacts Darien residents.
 - Recognizing the diverse cultures in Darien
 - Recognition of action/service above and beyond the call of duty
 - Recognition of extraordinary action or achievement.
- b. Examples of unacceptable recognition include, but is not limited to:
- Events or organizations with no direct relationship to or location within the corporate limits of the City of Darien
 - Campaigns for events contrary to Darien's policy or the wellbeing of its businesses or residents
 - Political, religious or foreign issues not within the immediate responsibility or sphere of influence of the City as determined by the City.
 - Anything that may suggest an official city position on a matter under consideration by the city

All requests for a ceremonial document, proclamation, or a supporting resolution shall be submitted to the Mayor.

Approved by Resolution No. R-57-24 on June 3, 2024