

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
JANUARY 22, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Contract Award: WIIP Projects St. Joseph North Sub C and St. Joseph North Sub E Improvements	✓ Resolution Ordinance Motion Discussion Only	Robin A. Weaver Interim Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize award of a contract for the design of watershed improvements for projects North St. Joseph Creek Subwatershed C Improvements and North St. Joseph Creek Subwatershed E Improvements to Christopher B. Burke Engineering Ltd. of Rosemont, Illinois, in the amount of \$291,989.50 (\$143,882.85 and \$148,106.65 respectively).

Staff is asking Council to waive the tradition one-week waiting period in order to allow work to begin as soon as possible on these stormwater improvements. Alternatively, as there is a *fifth* Tuesday in January, the next opportunity for Council to approve this item would be February 5, 2008.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007 -2012 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Well-Designed, Well-Built and Well-Maintained Village Facilities and Infrastructure*.

FISCAL IMPACT

The adopted FY08 Stormwater Improvement Fund budget provides \$300,000 for these two projects.

RECOMMENDATION

Approval under the Village Attorney's Report following approval of a motion to waive the traditional one-week waiting period and approve on January 22, 2008.

BACKGROUND

The State of Illinois previously adopted changes to the state law that identifies the difference between taking competitive bids for the purchase of equipment or the process by which a government entity may take proposals for specific professional services. Under this law, the Village takes "bids" when purchasing but it may not take "bids" for professional services. The Village may take proposals that evaluate the professional capabilities of an architect, an engineer or a land surveyor. However, if the Village has a "satisfactory relationship for services with one or more firms," it is not required to take proposals. In considering proposals for professional services, the Village may consider the ability of professional personnel, past record and experience, performance data on file, willingness to meet time and budget requirements, location, workload of the firm and such other factors as the Village may determine in writing as applicable. Following a determination that the professional service provider meets the requirements of the Village, a price for services can be negotiated under state law.

The contract is to acquire design engineering work for the below listed projects. The following project scopes were presented at the Stormwater and Floodplain Oversight Committee meetings of December 2007 and January 2008 and were approved by the Village Council on January 15, 2008.

North St. Joseph Creek Subwatershed C Improvements – This multi-year project involves a new detention/retention basin at Sterling North Park (Bending Oaks Park), regrading of a depressional storage area and new and replacement storm sewers and catch basins.

This area is located in the northern portion of the North St. Joseph Creek Watershed and is generally west of Middaugh Avenue, south of Grant Street, east of Cornell Avenue and north of St. Joseph Creek. The terrain gently slopes north to south toward the creek at a slope of approximately two percent. Roadway, house and yard flooding is associated with two depressional areas along Warren Avenue between Cornell Avenue and Seeley Avenue. There is flooding along Gilbert Avenue associated with the St. Joseph Creek floodplain.

The proposed stormwater project consists of a combination of replacing existing storm sewers with larger pipes, constructing additional storm sewer lines and regrading areas to gain stormwater storage. Additionally, a stormwater storage basin is proposed just west of Cornell Avenue and north of St. Joseph Creek.

North St. Joseph Creek Subwatershed E Improvements - This multi-year project involves construction of a detention facility in Washington Park and storm sewer installation/replacement and modification of depressional storage areas.

The subwatershed is located in the northern portion of the watershed, approximately west of Douglas Road, south of 41st Street, east of Washington Street and north of Curtiss Street. The terrain is fairly flat throughout most of the subwatershed with average slopes in the range of one percent. St. Joseph Creek is contained in a large culvert through the Central Business District located at the south end of the subwatershed. The land use is mostly residential, with some commercial areas along Ogden Avenue and areas south of the railroad tracks. There are two Park District properties located within this subwatershed, along with nineteen depressional areas. House, basement, yard, garage and street flooding have all been reported.

As currently budgeted and planned, the phases of the project will take place as follows. Design engineering will be completed in 2008. Construction of a detention basin will be constructed at Washington Park with storm sewers to be installed along Franklin (between Elm and Stanley) and Stanley (between Franklin and Prairie). Storm sewers will also be added along Rogers Street (between Brian Place and Elm). In cooperation with the Park District, efforts will be made to retain the recreational aspects of Washington Park. Construction will take eight to 10 months during 2009. Surface modifications to improve drainage will be made and storm sewers will be installed in the Grant/Lincoln/Elm/Stanley area to connect two depressional areas to the newly constructed Washington Park detention basin. Storm sewer replacement will also take place, primarily along Stanley. Construction will take eight to 10 months in 2010. New and replacement storm sewer will be placed, primarily in the area north of Grant between Stanley and Elm. Construction will take eight to 10 months in 2011.

ATTACHMENTS

Resolution

Professional Services Agreement

Project Scoping Sheets (2)

Capital Project Sheets (2)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE VILLAGE OF DOWNERS GROVE AND CHRISTOPHER B. BURKE ENGINEERING, LTD.

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of certain Agreements (the “Agreements”), between the Village of Downers Grove (the “Village”) and Christopher B. Burke Engineering Ltd. (the “Consultant”), for the design of watershed improvements for SW-033 (St. Joseph Creek North Subwatershed C) and SW-042 (St. Joseph Creek North Subwatershed E) projects, as set forth in the form of the Agreements submitted to this meeting with the recommendation of the Village Manager, are hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreements, substantially in the forms approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreements.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

This Agreement is made this ____ day of January, 2008 by and between Christopher B. Burke Engineering, Ltd. (or "Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for professional engineering services; and

WHEREAS, the Consultant is willing to perform these services for the compensation and in accordance with the terms and conditions described in this Agreement,

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Scope of Services dated January 11, 2008, revised January 14, 2008.

II. Term of Agreement

- A. The term of this Agreement will be one year from the date of execution by both parties. The controlling date shall be the date of the last signature. The Agreement may be renewed for an additional term upon written agreement of the parties.
- B. The Consultant has developed a preliminary progress schedule which will be revised as the project progresses. As a condition of tender and receipt of a proper invoice, the Village of Downers Grove will pay the fee as defined in the Scope of Services submission dated January 11, 2008, revised January 14, 2008. Without such attached invoice, payments will not be made.

III. Compensation

A. Basic Fees:

The Village will pay the Consultant an amount not to exceed \$299,948.26. This amount was based upon the services listed in the attached Scope of Services submission dated January 11, 2008, revised January 14, 2008. The Village will only be billed for services actually performed. This shall include reimbursable non-direct expenses. Any additional work performed in excess of the attached Scope of Services submission dated January 11, 2008, revised January 14, 2008 that would increase the contract amount must be approved in writing by the Village of Downers Grove prior to commencement.

B. Reimbursable Non-Direct Expenses:

These may include support services required to execute the scope of services such as photocopying, messenger/mail and exhibit preparation, etc.

C. Consultant Invoices:

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project, all reimbursable

expenses including reproduction, mailing, and equipment and a total reimbursable amount for the billing period, the original contract amount, the currently approved contract amount, amounts billed to date, amounts received to date, and the contract amount remaining in the contract to date.

D. Prompt Payment Act:

The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. Insurance and Indemnification of the Village

- A.** The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Consultant from claims, at a minimum set forth below which may arise out of or result from the Consultants operations under this agreement and for which the Consultant may legally liable:
1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultants employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultants employees;
 4. Claims for damages insured by the usual personal injury liability coverage which are sustained: 1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or 2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 7. Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.
- B.** The Consultant shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- C.** As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation

only upon at least 30 days prior notice to the Village of Downers Grove. In addition, the Consultant shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultant to the Consultant under the Consultant's agreement with the Village.

V. General Terms and Conditions

A. Relationship Between the Consultant and the Village

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the consultant 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 canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause 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 subconsultant. In the same manner as with other provisions of this contract, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

D. Drug Free Work Place

Consultant as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

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 grantee's or consultant'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: abide by the terms of the statement; and 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.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant'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.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 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 DrugFree Workplace Act.
 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.
 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

E. Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

F. Standard of Care

Services performed by the Consultant under this Agreement will be conducted 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 representations express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

G. Limitation of Professional Liability

Village agrees to limit Consultant's liability to Village arising from the Consultant's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of Consultant to all those named shall not exceed \$2,000,000 or total fee for the services rendered on this project, whichever is greater.

H. Termination

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice of default and the Consultant's failure to cure such default within ten days of the notice. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

I. Compliance with Laws

All work under the Agreement must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

J. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

K. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

L. Waiver of Contract Breach

The waiver by 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 will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

M. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

N. Indemnification

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant or any sub-consultants under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

P. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

Q. Assignment

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

The Consultant will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub consultants.

R. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

**Thomas Burke
Christopher B. Burke Engineering, Ltd.
9575 W. Higgins, Rd., Suite 600.
Rosemont IL 60018**

S. Conflict of Provisions

In the event there is a conflict between the provisions contained herein and the Scope of Services submission dated January 11, 2008, revised January 14, 2008, the terms herein shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Christopher B. Burke Engineering, Ltd. _____

Village of Downers Grove

By: _____

By: _____

Title: _____

Title: Village Manager

Date: _____

Date: _____

CONSULTANT’S CERTIFICATION

Consultant, Christopher B. Burke Engineering, Ltd. hereby certifies that
(Name of Consultant)

It is not barred from agreeing to this contract for:

WIIP Projects Prentiss Brook Drive & Center Circle, Parrish Court, Venard & Acorn , Barneswood (Saratoga – Highland) & Lacey Creek Sub G (Phase I)
(Description of Contract)

as a result of a violation of either Section 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4 of Article 33E of Chapter 38 of the Illinois Compiled Statutes.

Consultant further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that consultant is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Consultant further certifies that if it owes any tax payment(s) to the Department of Revenue, Consultant has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Consultant is in compliance with the agreement.

By: _____
Consultant’s Authorized Agent

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FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this
_____ day of _____, 20 _____.

or _____
NAME

Notary Public

Social Security Number



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

January 11, 2008
Revised January 14, 2008

Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 06515

Attention: Mike Millette, PE – Assistant Director of Public Works

Subject: Proposal for Professional Engineering Services
North St. Joseph Creek Subwatershed C Improvements

Dear Mr. Millette:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared this proposal to provide professional engineering services for the design and permitting of stormwater improvements in Subwatershed C of the North St. Joseph Creek Watershed in the Village of Downers Grove (Village). The improvements include new storm sewers along Warren Avenue and Cornell Avenue and excavation of a stormwater storage facility in Sterling Parkas outlined in Chapter 3 of the Watershed Infrastructure Improvement Plan. Included in this proposal are the Understanding of the Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the Village wishes to construct storm sewer improvements and a stormwater storage facility in Subwatershed C of the North St. Joseph Creek Watershed. These improvements were outlined in Chapter 3 of the Watershed Infrastructure Improvement Plan. CBBEL will prepare design drawings and permit documents for the following improvements:

- A new stormwater storage facility at Sterling Park south of Curtiss St. and north of St. Joseph Creek. The layout of the proposed stormwater storage facility will be consistent with Concept Plan 11A of the Sterling Park Conceptual Design.
- A new storm sewer on Warren Avenue draining west from Northcott Avenue to Cornell Avenue, crossing south under the BNRR railroad, and draining south on Cornell Avenue to the new stormwater storage facility.
- A new storm sewer on Warren Avenue draining east from Northcott Avenue to the existing 72-inch diameter storm sewer east of of Wallbank and just south of Warren Avenue.

CBBEL will perform a wetland delineation of the future stormwater storage site. We will perform a topographic survey of the stormwater storage site and the corridor for the new storm sewers. The flagged wetlands will be picked up in the topographic survey. A boundary confirmation and jurisdictional determination will be requested from the U.S. Army Corps of Engineers for the wetlands. CBBEL will use the topographic survey to update the hydrologic and hydraulic models prepared for the Watershed Infrastructure Improvement Plan. The updated models will be used to finalize the design of the drainage improvements. Based on the model results, design drawings will be prepared for the storm sewer improvements and proposed stormwater storage facility.

Upon completion of the design drawings, CBBEL will prepare and submit the relevant permit applications to DuPage County Department of Economic Development and Planning (EDP) and the COE (if necessary).

The design and permitting for the proposed storm sewers in the vicinity of Chicago Avenue is not included in this Scope of Services. A separate proposal for this work will be prepared upon request.

SCOPE OF SERVICES

Task 1 – Kickoff Meeting/Data Collection: We will meet with the Village for a kickoff meeting and to collect any relevant information for the project area.

Task 2 – Wetland Field Survey and Report: An investigation of the project site will be completed to verify the limits of wetlands on the property. The wetland delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be located in relation to the project coordinate system. Please note that if the wetland delineation is completed outside of the growing season recognized by EDP the agency may require a re-delineation in the spring. If required, that additional site visit will be billed on a Time and Materials basis.

The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, Hydrologic Atlas, Lake County wetland mapping, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (COE) Routine On-Site Data Forms. The wetland delineation will be depicted on an aerial photograph along with all data point locations clearly identified. The letter will also include a discussion of relevant county, state and federal regulations.

Task 3 - Wetland Boundary Confirmation and Jurisdictional Determination: We will coordinate a visit by the EDP to confirm the delineated wetland boundaries and obtain a Jurisdictional Determination.

Task 4 – Site Survey: We will obtain a topographic survey of the proposed stormwater storage site and storm sewer corridor, the wetland flags, utilities and adjacent drainage features. All of the topographic information shall be obtained in NGVD29 (from DuPage County benchmarks) and local coordinates. The survey will locate and identify all surface, natural and man made physical features. It will include the location of existing utilities such as manholes, valves, inlets, hydrants and same shall be located horizontally with rim and invert elevations shown. The topographic survey will be used as the base for the construction plans.

Task 5 – Revisions to Hydrologic and Hydraulic Models: Using the information collected in the previous tasks, CBBEL will update the previously prepared hydrologic and hydraulic models for Subwatershed C. The models will be used to refine the concept designs from the Watershed Infrastructure Improvement Plan and will be the basis of the design drawings.

Task 6 – Geotechnical: We will have four borings completed by our geotechnical sub-consultant, Testing Service Corporation.

Task 7 – Engineering Plans, Specifications, Cost Estimate and BNRR Permit: CBBEL will prepare plans and specifications in accordance with IDOT standards based on the approved site. The following drawings and associated manhours are estimated:

Sheet Name	# of Sheets	Hours per Sheet	Hours
Cover Sheet	1	6	6
General Notes and Summary of Quantities	1	16	16
Earthwork Schedule	1	16	16
Typical Sections and Construction Details	1	12	12
Alignment, Ties and Benchmark	2	12	24
Grading Plan (1"=50')	1	16	16
Storm Sewer Plan and Profile	9	10	90
Sediment Erosion, Sediment Control Plan (1"=50')	1	12	12
Landscape Plans (1"=50')	1	12	12
Cross-Sections (every 50')	2	12	24
Utility Coordination			24
Cost Estimate			30
Specifications			40
Total Hours	20		322

As part of this task, a permit submittal will be prepared for the new storm sewer under the Burlington Northern Railroad. Prefinal Plans, Specifications, and Estimates will be submitted to the Village for review.

Task 8 – Preparation of a Storm Water Pollution Prevention Plan (SWPPP): CBBEL will prepare a SWPPP in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require a signed certification statement from the Village and all contractors identified in the SWPPP. An up to date copy of the SWPPP should be maintained on the project site during construction activities.

Task 9 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation for award.

Task 10 – Permit Submittals: We will prepare and assemble the required exhibits, specifications, data and project information in a permit application packages to EDP and the COE. We anticipate that FEQ hydraulic modeling of St. Joseph Creek will be required for the proposed stormwater storage facility at Sterling Park. We will coordinate development of documents with you and other project team members. This task may require meeting with the COE, EDP, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Illinois Department of Natural Resources, and potentially other federal, state and local agencies to coordinate permitting activities.

Task 11 – Meetings: We anticipate 2 meetings with the Village, EDP and other stakeholders will be required in addition to the kickoff meeting. We have also budgeted for 4 public meetings. A Water Resources Engineer and Civil Engineer will attend these meetings.

ESTIMATED FEE

We estimate the costs of the services to be \$143,840.32 as shown on the attached spreadsheet. We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the General Terms and Conditions previously agreed upon by the Village. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services, and report compilation are included in the Fee Estimate. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE
President

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF DOWNERS GROVE:

BY: _____

TITLE: _____

DATE: _____



CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

January 11, 2008
Revised January 14, 2008

Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 06515

Attention: Mike Millette, PE – Assistant Director of Public Works

Subject: Proposal for Professional Engineering Services
North St. Joseph Creek Subwatershed E Improvements

Dear Mr. Millette:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared this proposal to provide professional engineering services for the design and permitting of stormwater improvements in Subwatershed E of the North St. Joseph Creek Watershed in the Village of Downers Grove (Village). The improvements include new storm sewers to drain depressional areas SJN 100/108, SJN 103, SJN 99, SJN 105, SJN 97 and SJN 104, SJN 92 and SJN 94, stormwater storage excavation at Washington Park and storm sewer improvements on Stanley Avenue, Franklin Street and Rogers Street. Included in this proposal are the Understanding of the Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the Village wishes to construct storm sewer improvements and a stormwater storage facility in Subwatershed E of the North St. Joseph Creek Watershed. These improvements were outlined in Chapter 3 of the Watershed Infrastructure Improvement Plan. CBBEL will prepare design drawings and permit documents for the following improvements:

- A new storm sewer adjacent to the intersection of Sherman Street and Stanley Avenue (Depressional Area SJN 100/108).
- A new storm sewer at the northwest corner of Stanley Avenue and Grant Street (Depressional Area SJN 103).
- A new storm sewer and swale north of Lincoln Street and west of Stanley Avenue (Depressional Area SJN 99/105).
- A new storm sewer west of Prospect Avenue and south of Lincoln Street (Depressional Area SJN 97).

- A new storm sewer on Stanley Avenue from Prairie Avenue to Franklin St. and west on Franklin St. from Prairie Avenue to Washington Park.
- A new storm sewer on Washington Street from Chicago Avenue to Franklin St.
- A new storm sewer on Rogers Street from Elm Street to Bryan Place (Depressional Areas SJN 94 and SJN 92).
- A total of 2 excavated stormwater storage areas in Washington Park. One will be located in the northwest corner and the other in the southeast corner of Washington Park. The excavated storage areas will be located outside of the existing parking lot and playground areas, and each will be designed to accommodate recreational fields. The layout and design of the recreational fields is included in CBBEL's work. The Downers Grove Park District (Park District) will provide the specifications for the park and CBBEL will design the underdrain system.

CBBEL will perform a wetland delineation of the depressional storage areas. We will perform a topographic survey of Washington Park, the depressional storage areas and the corridor for the new storm sewers. The flagged wetlands will be picked up in the topographic survey. A boundary confirmation and jurisdictional determination will be requested from the U.S. Army Corps of Engineers for the wetlands. CBBEL will use the topographic survey to update the hydrologic and hydraulic models prepared for the Watershed Infrastructure Improvement Plan. The updated models will be used to finalize the design of the drainage improvements. Based on the model results, design drawings will be prepared for the storm sewer improvements and proposed stormwater storage facilities at Washington Park.

A permit submittal will be prepared to the Village that includes the hydraulic modeling, wetland information and associated exhibits. Because the Village is a fully certified community, it is anticipated that the Village will issue the stormwater management permit for this work and a permit submittal to DuPage County will not be required.

SCOPE OF SERVICES

Task 1 – Kickoff Meeting/Data Collection: We will meet with the Village for a kickoff meeting and to collect any relevant information for the project area.

Task 2 – Wetland Field Survey and Report: An investigation of the project site will be completed to verify the limits of wetlands on the property. The wetland delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of the wetland community will be field staked so that they can be located in relation to the project coordinate system. Please note that if the wetland delineation is completed outside of the growing season recognized by EDP the agency may require a re-delineation in the spring. If required, that additional site visit will be billed on a Time and Materials basis.

The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, Hydrologic

Atlas, Lake County wetland mapping, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (COE) Routine On-Site Data Forms. The wetland delineation will be depicted on an aerial photograph along with all data point locations clearly identified. The letter will also include a discussion of relevant county, state and federal regulations.

Task 3 - Wetland Boundary Confirmation and Jurisdictional Determination: We will coordinate a visit by the EDP to confirm the delineated wetland boundaries and obtain a Jurisdictional Determination.

Task 4 – Topographic Survey: We will obtain a topographic survey of the proposed stormwater storage sites at Washington Park and storm sewer corridor, the wetland flags, depressional storage areas, utilities and adjacent drainage features. All of the topographic information shall be obtained in NGVD29 (from DuPage County benchmarks) and local coordinates. The survey will locate and identify all surface, natural and man made physical features. It will include the location of existing utilities such as manholes, valves, inlets, hydrants and same shall be located horizontally with rim and invert elevations shown. The topographic survey will be used as the base for the construction plans.

Task 5 – Revisions to Hydrologic and Hydraulic Models: Using the information collected in the previous tasks, CBBEL will update the previously prepared hydrologic and hydraulic models for Subwatershed E. The models will be used to refine the concept designs from the Watershed Infrastructure Improvement Plan and will be the basis of the design drawings.

Task 6 – Geotechnical: We will have four borings completed by our geotechnical sub-consultant, Testing Service Corporation.

Task 7 – Engineering Plans, Specifications and Cost Estimate: CBBEL will prepare plans and specifications in accordance with IDOT standards based on the approved site. The following drawings and associated man hours are estimated:

Sheet Name	# of Sheets	Hours per Sheet	Hours
Cover Sheet	1	6	6
General Notes and Summary of Quantities	1	16	16
Earthwork Schedule	1	16	16
Typical Sections and Construction Details	1	12	12
Alignment, Ties and Benchmark Sheet	2	12	24
Grading Plan (1"=50')	2	16	32
Storm Sewer Plan and Profile (1"=20')	10	10	100
Recreational Fields Underdrain System	2	15	30
Sediment Erosion, Sediment Control Plan (1"=50')	2	12	24
Landscape Plans (1"=50')	2	12	24
Cross-Sections (every 50')	3	12	36
Utility Coordination			24
Cost Estimate			30
Specifications			40
Total Hours	27		414

Prefinal Plans, Specifications, and Estimates will be submitted to the Village for review.

Task 8 – Preparation of a Storm Water Pollution Prevention Plan (SWPPP): CBBEL will prepare a SWPPP in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require a signed certification statement from the Village and all contractors identified in the SWPPP. An up to date copy of the SWPPP should be maintained on the project site during construction activities.

Task 9 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation for award.

Task 10 – Permitting: A permit submittal will be prepared to the Village that includes the hydraulic modeling, wetland information and associated exhibits. Because the Village is a fully certified community, it is anticipated that the Village will issue the stormwater management permit for this work and a permit submittal to DuPage County will not be required.

Task 11 – Meetings: We anticipate 2 meetings with the Village, Park District and other stakeholders will be required in addition to the kickoff meeting. We have also budgeted for 4 public meetings. A Water Resources Engineer and Civil Engineer will attend these meetings.

ESTIMATED FEE

We estimate the costs of the services to be \$156,107.94 as shown on the attached spreadsheet. We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the General Terms and Conditions previously agreed upon by the Village. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services, and report compilation are included in the Fee Estimate. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE
President

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS & CONDITIONS ACCEPTED FOR THE VILLAGE OF DOWNERS GROVE:

BY: _____

TITLE: _____

DATE: _____

Downers Grove North St. Joseph Watershed E Improvements
January 11, 2008

Design and Permitting	Personnel & Hours														Total Hours	% of Hours	Total Cost
	Project Manager (Emp. VI)	Civil Engineer IV	WR Engineer V	WR Engineer IV	WR Engineer III	WR Engineer II	WR Engineer I	Engineer Technician IV	Survey V	Survey III	Survey II	Survey I	Env. Specialist V	Env. Specialist IV			
Rate*	\$71.7	\$47.59	\$58.49	\$47.59	\$37.96	\$29.33	\$44.12	\$67.20	\$45.15	\$23.18	\$24.85	\$56.44	\$42.28	\$28.88	\$26.55		
Task 1 - Kickoff Meeting/Data Collection	4	4	4	4								4	4	8	2	18	
Task 2 - Wetland Field Survey and Report																24	
Task 3 - Wetland Boundary Confirmation and JD																6	
Task 4 - Site Survey							150	4	40	177	177					546	
Task 5 - Revisions to Hydrologic & Hydraulic Models				40		80										120	
Task 6 - Geotechnical Investigation							220									0	
Task 7 - Engineering Plans, Specifications, and Cost Estimate	40	154														418	
Task 8 - Preparation of SWPPP	2	8	8	10	40											18	
Task 9 - Bidding Assistance	24	24		24												72	
Task 10 - Permitting																68	
Task 11 - Meetings																72	
Subtotal	70	150	12	78	40	80	370	4	40	177	177	4	18	28	18	1306	
% of Hours	5.4%	11.5%	0.9%	6.0%	3.1%	6.1%	28.3%	0.3%	3.1%	13.6%	13.6%	0.3%	1.4%	2.1%	1.4%	100.0%	
Total Cost	\$4,981.92	\$9,042.10	\$701.88	\$3,712.02	\$1,518.40	\$2,346.40	\$16,324.40	\$263.80	\$1,806.00	\$5,164.86	\$4,398.45	\$225.76	\$761.04	\$808.64	\$477.90	\$56,538.55	
Multiplier																	
Direct Costs																\$5,000.00	
Total Cost																\$151,107.94	

* Average rate for classification

2008-2012 CAPITAL PROJECT SHEET

Proj. #: **SW-033**

Project Description: **Watershed Improvements - St. Joseph N. Br., Sub C**

Project Lead: **Michael D. Millette** Dept.: **Public Works**

Fund: **243** Program: **343** Project Type: New Project/Expansion Changed
 Replacement Maintenance

Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:	X						X	1

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services	100,000		200,000			526,000	826,000
Land Acquisition			100,000				100,000
Infrastructure Improvements	1,400,000	1,800,000	3,100,000			6,500,000	12,800,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
TOTAL COST	1,500,000	1,800,000	3,400,000	-	-	7,026,000	13,726,000

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
243-Stormwater Improvement Fund ▼	1,500,000	1,800,000	3,400,000			7,026,000	13,726,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	1,500,000	1,800,000	3,400,000	-	-	7,026,000	13,726,000

1. Briefly Describe and provide justification for this Capital Project Request.
 Improvements included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, re-grading depressional storage areas, new storm sewer and catch basins.

2. Describe the project status and completed work.
 New project in FY2008.

3. Describe any anticipated grants related to the project.
 None

4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Projected Operating Expenses	-	-	-	-	-	-	-

Map and/or pictures of Project/Project Area:

2008-2012 CAPITAL PROJECT SHEET

Proj. #: SW-042

Project Description: Watershed Improvements - St. Joseph N. Br. , Sub E

Project Lead: Michael D. Millette Dept.: Public Works

Fund: 243 Program: 343 Project Type: New Project/Expansion Changed
 Replacement Maintenance

Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:	X						X	2

BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services	200,000	100,000	200,000	75,000		415,000	990,000
Land Acquisition		350,000					350,000
Infrastructure Improvements		2,050,000	3,800,000	2,550,000		9,500,000	17,900,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
TOTAL COST	200,000	2,500,000	4,000,000	2,625,000	-	9,915,000	19,240,000
Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
243-Stormwater Improvement Fund ▼	200,000	2,500,000	4,000,000	2,625,000		9,915,000	19,240,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	200,000	2,500,000	4,000,000	2,625,000	-	9,915,000	19,240,000

1. Briefly Describe and provide justification for this Capital Project Request

Improvements included in the Watershed Infrastructure Improvement Plan. This project involves bank stabilization of approximately 2,200 centerline feet of the North Branch of St. Joseph Creek (4,400 linear feet of stream bank) between Cumnor Road and Stanley Avenue (extended). Erosion in some areas of the project is threatening the loss of street and railroad right-of-way. The shear drop and unstable bank also cause concern over safety of pedestrians and automobiles.

2. Describe the project status and completed work.

No work has started. Construction estimate has been increased.

3. Describe any anticipated grants related to the project.

None

4. What impact will the project have on annual operating expenses? Please quantify and describe.

	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Projected Operating Expenses	-	-	-	-	-	-	-

The labor cost savings of no longer setting up and replacing barricades and fencing will be realized immediately. Stabilization now will prevent further damage to the storm sewer within the Prairie right-of-w:

Map and/or pictures of Project/Project Area:

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Director of Public Works **DATE:** January 22, 2008
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

- Ordinance
- Resolution
- Motion
- Other

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF THE PROFESSIONAL SERVICES AGREEMENTS BETWEEN THE VILLAGE OF DOWNERS GROVE AND CHRISTOPHER B. BURKE ENGINEERING, LTD.", as presented.

SUMMARY OF ITEM:

Adoption of the attached resolution shall authorize agreements between the Village of Downers Grove and Christopher B. Burke Engineering, Ltd. for certain watershed improvement projects.

RECORD OF ACTION TAKEN:
