

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND BURNS & MCDONNELL ENGINEERING CO., INC. OF DOWNERS GROVE**

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 a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and Burns & McDonnell Engineering Co., Inc of Downers Grove (the “Company”), for Phase I and II Engineering Services for watermain improvements for Gierz, Wilson and Austin Streets, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is 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 Agreement, substantially in the form 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 Agreement.

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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.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 \_\_\_\_\_, 2008 by and between Burns & McDonnell Engineering Co., Inc. of Downers Grove, Illinois (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 Phase I & II design work related to water main improvements for Gierz, Wilson and Austin Streets (Linden Place – Fairview Avenue); 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 2/14/08.

### **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 2/14/08. 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 \$48,984.00. This amount was based upon the services listed in the attached Scope of Services submission dated 2/14/08. 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 2/14/08 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 Drug Free 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**

**Burns & McDonnell  
1431 Opus Place  
Downers Grove, IL 60515**

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**S. Conflict of Provisions**

In the event there is a conflict between the provisions contained herein and the Scope of Services submission dated \_\_\_\_\_, the terms herein shall prevail.

**T. Campaign Disclosure**

1. Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
2. The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
3. Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

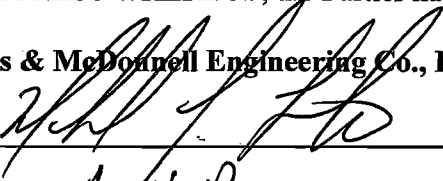


4. By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

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

**Burns & McDonnell Engineering Co., Inc.**

**Village of Downers Grove**

By: 

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

Title: A. V. P.

Title: **Village Manager**

Date: 3/15/08

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

**CONSULTANT'S CERTIFICATION**

Consultant, BURNS & MCDONNELL ENGINEERING CO., INC., hereby certifies that it is not barred from agreeing to this contract for:

Phase I & II design work related to water main improvements for Gierz, Wilson and Austin Streets 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: [Signature]  
Consultant's Authorized Agent

43-0956142  
FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

or \_\_\_\_\_  
NAME

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Social Security Number

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

[Signature]  
Signature

MICHAEL J. FOLTA  
Print Name

Bidder/vendor has contributed to a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

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

# Scope of Services – Gierz, Austin & Wilson Street Water Main Replacement project



## Work Plan

The following section details the requested scope of work and work plan that will be utilized by Burns & McDonnell in performance of this project. Burns & McDonnell is pleased to perform the following tasks in providing engineering services for this project:

## Topographic Survey

### Task 1. Topographic Survey and Base Mapping

After acquiring existing information provided by the Village, Burns & McDonnell will perform a topographical survey of the project area tied to DuPage County datum. Additional pick-up survey may be required to collect design-specific issues as they arise. Base mapping will be prepared in electronic/digital format according to Village requirements.

Burns & McDonnell is licensed in the State of Illinois and is well-qualified to perform professional surveying services for this project. We are aware the project will be comprised of field surveys and drafting services necessary to accurately depict the existing right-of-way lines, adjoining private property, ground surface features and utility structures. The topographic surveying services will be performed in accordance with Village standards and summarized below.

- Reference lines will be parallel to right-of-way lines and base lines will be stationed from south to north and/or west to east. We will set sufficient permanent control points ("PK" nails) on the base line (at 100 foot intervals) for use in lay out of construction stakes. All elevations will be determined using USGS NAD '92 datum.
- Field survey work will encompass the entire right-of-way width of the streets noted. Where the primary right-of-way survey crosses other rights-of-way which are not to be fully surveyed, these secondary rights-of-way crossed by the primary survey will be surveyed for a length of 50 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a 15-foot width of the private property adjoining each side of the right-of-way including all building faces. Recovered right-of-way monuments will be indicated on the plan sheets. We are aware establishment of missing monuments (property corners) is not required for this project.
- All buried/marked utilities such as gas, electric, telephone, sewer and water services will be located (horizontal dimensions) during the field survey. We understand the Village will contact J.U.L.I.E. upon request for locations of regulated utilities in addition to marking its own facilities. No digging for elevation verification of utilities will be required.
- The survey will include detailed topography with one-foot contour intervals throughout the described project area, including elevations noted for key changes in grade as well as high or low points between contours of the same elevation. Contour lines will be plotted throughout the project with high points or low points indicated between similar contours.

- The survey will include topographic features, including locations of above ground structures such as mailboxes, utility poles, driveway aprons, culverts and headwalls, sidewalks, etc. Locations and sizes of landscape materials will also be included for bushes, trees larger than 2" diameter, flower beds, etc. Tree sizes (2" diameter and larger) will be measured at 4 ½ feet above the highest ground level at the base of the tree. Locations of landscape timbers, flagstone paths or walls, brick pavers, etc. will be included in the plans.
- The survey will be performed utilizing IDOT standard drafting symbols and line weights, and indicate lot line intersections, lot numbers and common addresses. We are familiar with IDOT standards and Village practices and will adhere to the standards outlined in the RFP. Plan views, shown at a scale of 1" = 20', and road centerline profile views, shown at 1:20H and 1:5V, will be included. Existing centerline elevations will be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet. Detailed development of plan sheets, including but not limited to sheet layout and orientation, page spacing and drawing scale, title blocks and north arrows, will be consistent and will conform to Village standards as outlined in the RFP.
- Burns & McDonnell will provide the Village with copies of all field notes and electronic base maps of the identified segments in AutoCAD 2007 format. We will provide compatible drawing files (AutoCAD 2007) on compact disk or other media approved by the Village.

## **Preliminary Engineering Phase I**

- Task 2.      **Project Initiation Meeting**  
Burns & McDonnell will meet with Village representatives to review proposed scope, schedule and project milestones.
- Task 3.      **Data Collection and Deliverable Identification**  
As part of this task, Burns & McDonnell will contact JULIE and request information for all utilities located in the project area. Once base sheets have been created, Burns & McDonnell will meet with the Village to finalize the routing to be used for design. We have assumed that the Village of Downers Grove requirements and standards will be the primary standards used for the project. These will be supplemented if necessary with the Standard Specifications for Water and Sewer Construction in Illinois and the Illinois Department of Transportation (IDOT) Standards.
- Task 4.      **Preliminary Plan Preparation and Review**  
Burns and McDonnell will prepare construction plans, per Downers Grove requirements, and detail sheets. The plans shall contain all necessary information to allow bidding and construction by contractors. Plans shall be prepared on 24" by 36" paper. Burns & McDonnell will submit preliminary plans to the Village and utility companies for review and comment at the 50% level of completion.

## **Design Engineering Phase II**

- Task 5.       **Pre-Final Plans and Specifications**  
Burns & McDonnell will prepare 95% Pre-Final Plans and Specifications including the Project Manual using the Village of Downers Grove Standards. The contract documents shall include all required bidding documents based on estimated pay item quantities and unit prices, supplemental standard specifications to meet job specific and Village requirements and appropriate appendices. Contract documents shall be prepared in Microsoft Word format. Five (5) sets of pre-final plans and specifications including Project Manual (bid forms, instructions to bidders, bond requirements, special provisions, and contractual forms), engineer's cost estimate, and anticipated project schedule for construction will be submitted to the Village for review at 95% completion.
- Task 6.       **Obtain Required Permits**  
Burns & McDonnell will identify permit requirements for the project, furnish the engineering data necessary and assist the Village in preparing the documents necessary to obtain the required permits of such governmental authorities, such as IEPA, that have jurisdiction over the design criteria applicable to the Project. Burns & McDonnell will submit the permit applications at the times appropriate for inclusion into final design and construction scheduling.
- Task 7.       **Meetings with Village Personnel and Final Plans and Contract Documents**  
Burns & McDonnell will meet with the Village personnel to obtain their comments regarding the preliminary plans and contract documents. Revisions will be made to the plans and contract documents as necessary and a disposition of comments will be provided. Five copies of the final plans, specifications, contractual documents, and any other necessary work to cause the Gierz, Austin, and Wilson Street Water Main Replacement project to proceed with and through the Village's formal bidding process will be submitted to the Village. A final engineer's opinion of probable construction cost based on the completed plans and contract documents will be submitted with Final Plans and Contract Documents.
- Task 8.       **Bidding Support**  
Burns & McDonnell will furnish up to twenty-five (25) copies of the plans and contract documents in final form ready for bid advertisement. We will submit a list of Contractors qualified to bid on and complete the work. After discussing the list, we will contact selected contractors notifying them of the project and bid date. We will also assist the Village in advertising for the project in local and regional project publications, as requested.
- Task 9.       **Pre-bid Conference**  
Burns & McDonnell will conduct a pre-bid conference and prepare any Addenda that may be necessary to clarify the Contract Documents. Burns & McDonnell will respond to bidder questions.
- Task 10.      **Bid Recommendation Support**

Burns & McDonnell will review bids, prepare a bid tabulation, make reference checks, make a recommendation for contract award, and attend a project pre-construction meeting. We will assist the Village in preparing construction contracts.

Village of Downers Grove  
 Gierz, Austin & Wilson Street  
 Design Fee Schedule  
 February 14, 2008



Personnel & Hours										
Rate*	Associate 14	Project Manager 13	Project Engineer 12	Staff Engineer 10	QC and MOT 12	Surveyor 11	Cad 9	Total Hours	% of Hours	Total Cost
	\$150.00	\$174.00	\$126.00	\$106.00	\$126.00	\$119.00	\$98.00			
Task 1 - Topographic Survey and Base Mapping				16		56	16	88	21.5%	\$9,928.00
Task 2 - Project Initiation Meeting		2	2					4	1.0%	\$520.00
Task 3 - Data Collection and Deliverable Identification		2	4	6				12	2.9%	\$1,408.00
Task 4 - Preliminary Plan Preparation and Review		16	32	16			40	104	25.4%	\$11,792.00
Task 5 - Pre-Final Plans and Specifications		24	32	16			40	112	27.4%	\$12,864.00
Task 6 - Obtain Required Permits			2	2				4	1.0%	\$464.00
Task 7 - Meetings, Final Plans & Contract Documents		12	18	24			16	70	17.1%	\$7,988.00
Task 8 - Bidding Support		2	4	2				8	2.0%	\$984.00
Task 9 - Pre-bid Conference		2	2					4	1.0%	\$520.00
Task 10 - Bid Recommendation Support		1	1	1				3	0.7%	\$366.00
Subtotal	0	61	97	83	0	56	112	409		
% of Hours	0.0%	14.9%	23.7%	20.3%	0.0%	13.7%	27.4%		100.0%	
Total Direct Labor Cost										\$46,834.00
Direct Costs										\$2,150.00
Total Not to Exceed Costs										\$48,984.00

Expense Breakdown  
 Surveying Equipment \$1,050.00  
 Copying & Reproduction \$750.00  
 Project Vehicles \$350.00  
**TOTAL OF DIRECT COSTS \$2,150.00**

## Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office*	5	\$50.00
Technician*	6	\$56.00
Assistant*	7	\$65.00
	8	\$89.00
	9	\$98.00
Staff*	10	\$106.00
	11	\$119.00
Senior	12	\$126.00
	13	\$134.00
Associate	14	\$150.00
	15	\$159.00
	16	\$165.00
	17	\$169.00

### Notes

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer," Senior Architect," etc.
2. The hourly rates shown above are effective for services through December 31, 2008, and are subject to revision thereafter.
3. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
4. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
5. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
6. A technology charge of \$9.50 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
7. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.



## 2008-2012 CAPITAL PROJECT SHEET

Proj. #: WA-009

Project Description: Watermain Replacement, Austin Street

Project Lead: David Bird Dept.: Public Works - Water

Fund: 481 Program: 393 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		15,000					15,000
Land Acquisition							-
Infrastructure Improvements		425,000					425,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	-	440,000	-	-	-	-	440,000

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
481-Water Fund ▼		440,000					440,000
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	-	440,000	-	-	-	-	440,000

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

This project includes the replacement of the existing 4" watermain with an 8" watermain required due to the age of the pipe and the small diameter. This project will improve water flow to fire hydrants in the area. The work will include Austin Street between Linden Place and Fairview Avenue.

**2. Describe the project status and completed work.**

No work has started. Construction estimate has been increased.

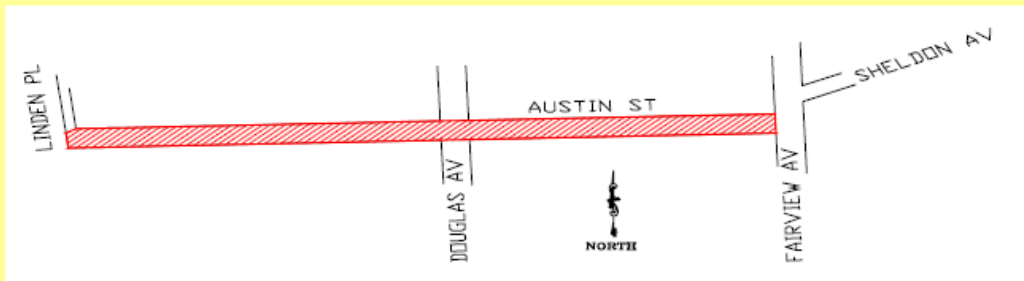
**3. Describe any anticipated grants related to the project.**

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	-	-	-	-	-	-	-

Map and/or pictures of Project/Project Area:



## 2008-2012 CAPITAL PROJECT SHEET

Proj. #: WA-013

Project Description: Watermain Replacement, Gierz Street & Wilson Street

Project Lead: David Bird Dept.: Public Works - Water

Fund: 481 Program: 393 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	50,000	850,000					900,000
Land Acquisition							-
Infrastructure Improvements							-
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	<b>50,000</b>	<b>850,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>900,000</b>
Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
481-Water Fund ▼	50,000	850,000					900,000
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	<b>50,000</b>	<b>850,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>900,000</b>

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

Replacement of existing 4" watermain with an 8" watermain required due to the age of the pipe and small pipe size. Work will occur on Gierz and, possibly, Wilson between Fairview and Linden. The condition of the Wilson main will be further analyzed during the design phase. The work on these mains should be scheduled when the streets are to be included in the Roadway Improvement Program.

**2. Describe the project status and completed work.**

No work has started. This project is to be designed in conjunction with the Roadway Improvement Program when the streets warrant resurfacing. 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	-	-	-	-	-	-	-
Reduced main break repairs and curb and street restorations.							

**Map and/or pictures of Project/Project Area:**

