

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**OCTOBER 14, 2008 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Contract Awards: Professional Engineering Design Services for FY09 Construction Projects	Resolution Ordinance ✓ Motion Discussion Only	Robin A. Weaver Interim Director of Public Works

**SYNOPSIS**

A motion has been prepared to award nine contracts for professional engineering design services in preparation for construction projects to be undertaken in FY09.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2008-20012 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Improved Neighborhood Infrastructure Curbs, Gutters, Streets and Sidewalks*.

**FISCAL IMPACT**

The total cost for the design services for the nine projects is \$764,120.02. The FY08 budget does not include funds for these activities. An amendment to the FY08 budget will be required and will be prepared for Council consideration in December. All nine projects appear in the 2008-2013 Community Investment Program. Awarding these contracts in 2008 will increase the FY08 budget and decrease the FY09 budget.

**RECOMMENDATION**

Approval on the October 21, 2008 active agenda.

**BACKGROUND**

On August 12, 2008, the Village Council authorized staff to negotiate professional design engineering contracts for 11 capital projects that were previously scheduled to be awarded as part of the FY09 Municipal Budget for a total cost of \$1,055,000. The following sources were identified to pay the expenses incurred in FY08:

1. Proceeds from the Village's recent General Obligation bond issuance for stormwater improvement projects
2. Funds available from projects where the contract amount is less than the project budget
3. Fund balances in the Stormwater Improvement Fund, Capital Projects Fund and Water Fund

Staff recommends awarding design engineering contracts for nine of the eleven capital projects previously scheduled to be awarded as part of the FY09 Municipal Budget. The remaining two design engineering contracts will be presented to Council for approval on a future agenda. A summary of the nine design engineering contracts to be awarded is provided in the table below:

Project #	Project Name	Vendor	Location	Price
ST-008	Valley View Estates Reconstruction Project	Engineering Resource Associates, Inc.	Warrenville, IL	\$ 84,614.58
SW-034	Watershed Improvements - Prentiss Sub B (Fairmount)	V3 Companies	Woodridge, IL	\$ 85,352.96
SW-036	Watershed Improvements - St. Joseph N. Br., Sub J	GC Engineering	Downers Grove, IL	\$ 89,995.00
SW-037	Watershed Improvements - Prentiss Sub F	GC Engineering	Downers Grove, IL	\$ 89,995.00
SW-038	Watershed Improvements - St. Joseph S. Br., Sub I	Christopher B. Burke Engineering	Rosemont, IL	\$ 145,942.39
SW-033	Watershed Improvements - St. Joseph N. Br., Sub C	Engineering Resource Associates	Warrenville, IL	\$ 120,956.89
BW-003	Bikeway Plan Phase 2 - Bikeway Connections	Christopher B. Burke Engineering	Rosemont, IL	\$ 101,619.69
WA-026	Watermain Interconnections (59th Street)	Burns & McDonnell Engineering Co.	Downers Grove, IL	\$ 20,683.51
TR-008	Springside / 63rd Street Traffic Signal	Christopher B. Burke Engineering	Rosemont, IL	\$ 24,960.00
<b>TOTAL</b>				<b>\$ 764,120.02</b>

The Village used a competitive qualification based process for the selection of the engineering firms noted above. Selection of consultants was based upon the following:

- Related work experience and qualifications to perform the work.
- Existing work load and ability to complete the work in the time required.
- Performance on similar work.
- Understanding of the project.
- Project approach.
- Cost of services.

#### *Watershed Improvement Projects (5 Projects)*

On January 15, 2008, the Village Council authorized the Village Manager to negotiate contracts for the Watershed Infrastructure Improvement Plan (WIIP) projects with the following five firms. These firms were deemed qualified to perform the design work on the WIIP projects based on a competitive review of qualifications.

- Burns & McDonnell Co., Inc. – Downers Grove, IL
- Christopher B. Burke Engineering, Ltd – Rosemont, IL
- Engineering Resource Associates, Inc. – Warrenville, IL
- GC Engineering, Inc. – Downers Grove IL
- V3 Companies – Woodridge, IL

#### *Other Capital Improvement Projects (4 Projects)*

In January 2008, staff issued a letter of interest and statement of qualifications (SOQ) for engineering services for various 2008 Community Investment Program projects. The request was also advertised on the Village's website. Completed responses were received on January 21, 2008 from the following five firms:

- Burns & McDonnell Co., Inc. – Downers Grove, IL
- Engineering Resource Associates, Inc. – Warrenville, IL
- GC Engineering, Inc. – Downers Grove IL
- Kimley-Horn & Assoc. – Chicago, IL
- Smith Engineering Co. – McHenry, IL

In addition to these firms, the firms authorized by the Village to design the WIIP projects were also contacted regarding this project in order to provide a more broad selection pool.

Awarding the engineering contracts early will mean design work can commence in the fall of 2008 and extend through early 2009. Completion of engineering work in early 2009 would allow construction

contracts to be awarded early in the FY09 construction season, which should result in better bids. It would also allow the Village to use the full construction season in 2009.

**ATTACHMENTS**

Resolutions

Contract Signature Pages

Capital Projects Sheets

Consultant Evaluation Forms

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND ENGINEERING RESOURCE ASSOCIATES, INC.**

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 Engineering Resource Associates, Inc. (the "Consultant"), for Phase I & II design work related to pavement improvements for the Valley View Estates Reconstruction Project, 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 7<sup>th</sup> day of October, 2008 by and between Engineering Resource Associates., Inc. of Warrenville, 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 pavement improvements for Valley View Estates Reconstruction Project; 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 9/9/08.

**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 9/9/08. 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 \$84,614.58. This amount was based upon the services listed in the attached Scope of Services submission dated 9/9/08. 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 9/9/08 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.

**O. 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.

**P. 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.

**Q. 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**

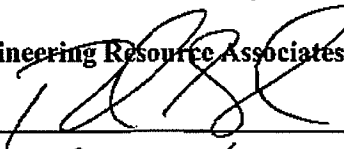
**R. Conflict of Provisions**

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.

Engineering Resource Associates, Inc.  
By:   
Title: President  
Date: October 7, 2008

Village of Downers Grove  
By: \_\_\_\_\_  
Title: Village Manager  
Date: \_\_\_\_\_



## 2008-2012 CAPITAL PROJECT SHEET

Proj. #: ST-008

Project Description: **Valley View Estates Reconstruction**

Project Lead: **Michael D. Millette**

Dept.: **Public Works**

Fund: 220

Program: 342

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		175,000	75,000				250,000
Land Acquisition							-
Infrastructure Improvements			2,500,000				2,500,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	-	175,000	2,575,000	-	-	-	2,750,000
Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
220-Capital Improvements Fund ▼		175,000	2,575,000				2,750,000
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	-	175,000	2,575,000	-	-	-	2,750,000

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

The reconstruction of Valley View, Foster, Hobart, Waterfall, Creekside and Robey are included in this project. This subdivision was built in the late 1970's and utilized a pozzolonic base. This material has a very poor performance history and deteriorates rapidly. The entire roadway system within Valley View must be reconstructed.

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

No work has started.

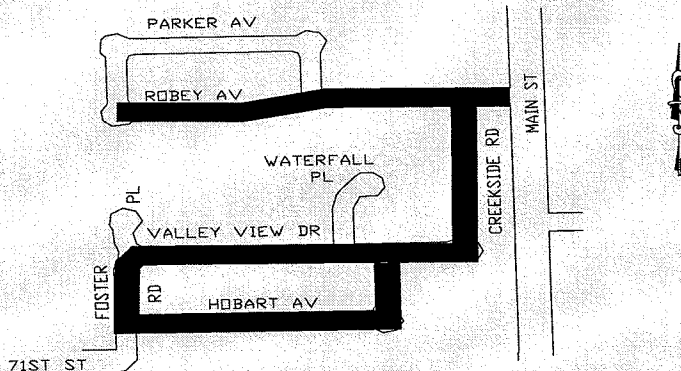
**3. Describe any anticipated grants related to the project.**

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 maintenance costs.							

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



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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND V3 COMPANIES OF ILLINOIS, 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 a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and V3 Companies of Illinois, Ltd. (the "Consultant"), for Phase II design work related to watershed improvements in Prentiss Creek, Subwatershed B, (McCullum Park), 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

# SW-034 Project Understanding & Approach

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## Project Understanding

In 2007, the Village Council commissioned four engineering consulting firms to conduct a comprehensive study of the Village's stormwater issues in the major watersheds. The result is the Watershed Infrastructure Improvement Plan (WIIP). The Public Works Department has selected five stormwater improvement projects throughout the Village to be designed in 2009. The proposed stormwater improvements associated with a problem area within Prentiss Creek Subwatershed B, identified in the WIIP as Problem Area 614, are included as one of the selected projects.



Problem Area 614 has generally been defined as a single-family residential area located south of 63rd Street, east of Main Street, west of Fairview Avenue, and north of 67th Street. This area has numerous depressional and/or poorly drained areas, especially in the rear yards along Lyman Avenue and Fairmount Avenue, which results in frequent street and property (primarily yards) flooding.

Although the WIIP evaluation of this area identified some deficiencies associated with the storm sewer trunk line along Fairmount Avenue, the conceptual storm sewer modeling suggests that the main constraint is the hydraulic capacity of the downstream 60-inch storm sewer along 67th Street. With respect to the main constraint, the WIIP identified two possible solutions: 1.) construct a detention pond in McCollum Park to reduce peak flows in the 60-inch pipe or 2.) install a 48-inch relief sewer parallel to the 60-inch pipe from Fairmont

Avenue to Prentiss Creek. Ultimately, the 48-inch relief sewer was not recommended due to cost, constructability, and permitting constraints.

Based on information provided by the Village, it is our understanding that a preliminary design has been completed for the proposed detention facility in McCollum Park. As such, it is anticipated that the design services associated with this project include final engineering for the detention facility and the necessary storm sewer improvements along Fairmount Avenue, including the lateral storm sewers that drain the depressional area between Lyman Avenue and Fairmount Avenue. For the purposes of this proposal, it is assumed that roadway reconstruction design will not be included in this project.

V3 performed a field visit on September 25, 2008 to assess location and dimension possibilities for the proposed detention facility. The Base Flood Elevation of Prentiss Creek at the existing 60-inch outlet was compared to existing aerial topography in order to get a general understanding of tailwater impacts on the system and to evaluate the possibility that the proposed improvements may result in floodplain being mapped on Park District property (depending on the proposed design).



**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

<b>PROPOSER:</b>	
<u>V3 Companies of Illinois Ltd.</u> Company Name	Date: <u>9/30/08</u>
<u>7325 Janes Avenue</u> Street Address of Company	<u>dheslinga@v3co.com</u> Email Address
<u>Woodridge, Illinois 60517</u> City, State, Zip	<u>David Heslinga, P.E.</u> Contact Name (Print)
<u>(630) 724-9200</u> Business Phone	<u>(630) 649-1828</u> 13-Hour Telephone
<u>(630) 724-9202</u> Fax	<u>David Heslinga</u> Signature of Officer, Partner or Sole Proprietor
	<u>Dave Heslinga, P.E., Director of Infrastructure</u> Print Name & Title
ATTEST: If a Corporation	
<u>Robert L. Alford</u> Signature of Corporation Secretary	

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

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.

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.

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.

David Heslinga  
Signature

Dave Heslinga, P.E.  
Print Name

Bidder/vendor has contributed 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

# 2008-2012 CAPITAL PROJECT SHEET

Proj. #: **SW-034**

Project Description: **Watershed Improvements - Prentiss , Sub B (Fairmount)**

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:	<b>X</b>						<b>X</b>	<b>1</b>

## 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	100,000			141,000		<b>341,000</b>
Land Acquisition		25,000					<b>25,000</b>
Infrastructure Improvements	1,400,000	1,125,000		1,000,000	3,650,000		<b>7,175,000</b>
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	<b>1,500,000</b>	<b>1,250,000</b>	-	<b>1,000,000</b>	<b>3,791,000</b>	-	<b>7,541,000</b>
Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
243-Stormwater Improvement Fund ▼	1,500,000	1,250,000		1,000,000	3,791,000		<b>7,541,000</b>
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	<b>1,500,000</b>	<b>1,250,000</b>	-	<b>1,000,000</b>	<b>3,791,000</b>	-	<b>7,541,000</b>

**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 and replacement storm sewers 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:

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND GC ENGINEERING, INC.**

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 GC Engineering, Inc. (the "Consultant"), Phase II design work related to watershed improvements in North St. Joseph Creek, Subwatershed J, 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

Village of Downers Grove

**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

**PROPOSER:**

GC ENGINEERING, INC  
Company Name

Date: 09/30/2008

5200 MAIN STREET  
Street Address of Company

dloftus@gc-engineering.com  
Email Address

DOWNERS GROVE, IL 60515  
City, State, Zip

DANIEL LOFTUS  
Contact Name (Print)

630 512 8800  
Business Phone

312 446 3447  
13-Hour Telephone

630 282 7440  
Fax

[Signature]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: If a Corporation

DANIEL LOFTUS, VP  
Print Name & Title

[Signature]  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove

**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

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.

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.

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

Print Name

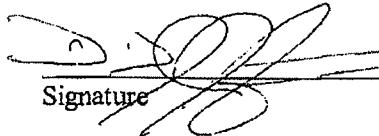
Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: DANIEL J. COFFIN  
(company or individual)

To whom contribution was made: NEUBAU/SANDACK

Year contribution made: 2007/2007 Amount: \$ 50.00/50.00

  
Signature

DANIEL J. COFFIN  
Print Name

## 2008-2012 CAPITAL PROJECT SHEET

Proj. #: **SW-036**

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

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:	<b>X</b>						<b>X</b>	<b>1</b>

### BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services		150,000				468,000	618,000
Land Acquisition		550,000					550,000
Infrastructure Improvements					1,659,000	5,000,000	6,659,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	-	<b>700,000</b>	-	-	<b>1,659,000</b>	<b>5,468,000</b>	<b>7,827,000</b>
Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
243-Stormwater Improvement Fund ▼		700,000			1,659,000	5,468,000	7,827,000
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	-	<b>700,000</b>	-	-	<b>1,659,000</b>	<b>5,468,000</b>	<b>7,827,000</b>

**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, voluntary buy-outs, new and replacement storm sewers 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:**

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND GC ENGINEERING, INC.**

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 GC Engineering, Inc. (the "Consultant"), for Phase II design work related to watershed improvements in Prentiss Creek, Subwatershed F, 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



**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

**PROPOSER:**

GC ENGINEERING, INC  
Company Name

Date: 09/30/2008

5200 MAIN STREET  
Street Address of Company

dloftus@gc-engineering.com  
Email Address


DOWNERS GROVE, IL 60515  
City, State, Zip

DANIEL LOFTUS  
Contact Name (Print)

630 512 8800  
Business Phone

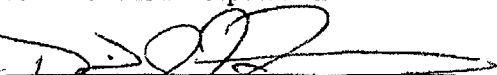
312 446 3447  
13-Hour Telephone

630 282 7440  
Fax

  
Signature of Officer, Partner or Sole Proprietor

DANIEL J. LOFTUS, VP  
Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

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.

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.

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

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

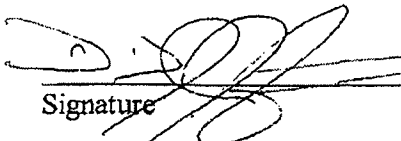
Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: DANIEL J. COFFIN  
(company or individual)

To whom contribution was made: NEUBADT / SANDACK

Year contribution made: 2007/2007 Amount: \$ 50.00/50.00

  
Signature

DANIEL J. COFFIN  
Print Name

# 2008-2012 CAPITAL PROJECT SHEET

Proj. #: SW-037

Project Description: Watershed Improvements - Prentiss , Sub F

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		200,000				400,000	600,000
Land Acquisition							-
Infrastructure Improvements						7,571,000	7,571,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	-	200,000	-	-	-	7,971,000	8,171,000

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
243-Stormwater Improvement Fund ▼		200,000				7,971,000	8,171,000
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	-	200,000	-	-	-	7,971,000	8,171,000

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

Improvements included in the Watershed Infrastructure Improvement Plan. This project involves re-grading depressional storage areas, new and replacement storm sewers 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:

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT 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 a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Christopher B. Burke Engineering, Ltd. (the "Consultant"), for Phase II design work related to watershed improvements in South St. Joseph Creek, Subwatershed I, 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

**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

**PROPOSER:**

Christopher B. Burke Engineering, Ltd.  
Company Name

Date: September 30, 2008

9575 W. Higgins Road, Suite 600  
Street Address of Company

cburke@cbbel.com  
Email Address

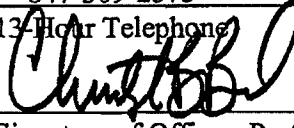
Rosemont, IL 60018  
City, State, Zip

Christopher B. Burke  
Contact Name (Print)

847-823-0500  
Business Phone

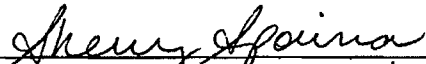
847-309-2573  
13-Hour Telephone

847-823-0520  
Fax

  
Signature of Officer, Partner or Sole Proprietor

Christopher B. Burke, President  
Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Secretary (Assistant)

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

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.

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.

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

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

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

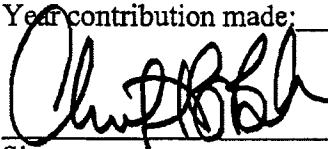
Print the following information:

Name of Contributor: Christopher B. Burke Engineering, Ltd.

(company or individual)

To whom contribution was made: Citizens for Marilyn Schnell

Year contribution made: 2005 Amount: \$100.00

  
\_\_\_\_\_  
Signature

Christopher B. Burke  
\_\_\_\_\_  
Print Name

# 2008-2012 CAPITAL PROJECT SHEET

Proj. #: **SW-038**

Project Description: **Watershed Improvements - St. Joseph S. Br., Sub I**

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:	<b>X</b>						<b>X</b>	<b>1</b>

### BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services		175,000				500,000	<b>675,000</b>
Land Acquisition		325,000					<b>325,000</b>
Infrastructure Improvements						10,984,000	<b>10,984,000</b>
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	-	<b>500,000</b>	-	-	-	<b>11,484,000</b>	<b>11,984,000</b>

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
243-Stormwater Improvement Fund ▼		500,000				11,484,000	<b>11,984,000</b>
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	-	<b>500,000</b>	-	-	-	<b>11,484,000</b>	<b>11,984,000</b>

**1. Briefly Describe and provide justification for this Capital Project Request.**  
 Improvements included in the Watershed Infrastructure Improvement Plan. This project involves re-grading depressional storage areas, new and replacement storm sewers 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:**

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND ENGINEERING RESOURCE ASSOCIATES, INC.**

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 Engineering Resource Associates, Inc. (the "Consultant"), for Phase II design work related to watershed improvements in North St. Joseph Creek, Subwatershed C, Stage II , 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



Village of Downers Grove

**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

**PROPOSER:**

Engineering Resource Associates, Inc.  
Company Name

Date: September 30, 2008

3 S 701 West Avenue, Suite 150  
Street Address of Company

rbeadle@eraconsultants.com

Email Address

Warrenville, IL 60555  
City, State, Zip

Rodney A. Beadle, PE, CFM

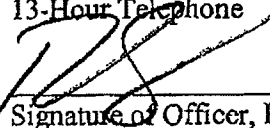
Contact Name (Print)

630/393-3060  
Business Phone

630/918-7716

13-Hour Telephone

630/393-2152  
Fax

  
Signature of Officer, Partner or Sole Proprietor

Sole Proprietor

Rodney A. Beadle, PE, CFM, President

Print Name & Title

ATTEST: If a Corporation

  
Signature of Corporation Principal

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

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.

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.

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

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

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

Print the following information:

Name of Contributor: Engineering Resource Associates, Inc.  
(company or individual)

To whom contribution was made: Brian Krajewski

Year contribution made: 2006 Amount: \$ 800.00

  
Signature

Rodney A. Beadle, PE, CFM President  
Print Name

# 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							-
<b>TOTAL COST</b>	<b>1,500,000</b>	<b>1,800,000</b>	<b>3,400,000</b>	-	-	<b>7,026,000</b>	<b>13,726,000</b>
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
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	<b>1,500,000</b>	<b>1,800,000</b>	<b>3,400,000</b>	-	-	<b>7,026,000</b>	<b>13,726,000</b>

**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:

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT 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 a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Christopher B. Burke Engineering, Ltd. (the "Consultant"), for Phase I & II design work related to Bikeway Connections and Eastern Corridor Bikeway Plans, 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

**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

**PROPOSER:**

Christopher B. Burke  
Engineering, Ltd.

Date: 9/9/08

Company Name

mkerr@cbbel.com

9575 W. Higgins Road, Suite 600

Email Address

Street Address of Company

Michael E. Kerr

Rosemont, IL 60018

Contact Name (Print)

City, State, Zip

847-878-4967

847-823-0500

24-Hour Telephone

Business Phone



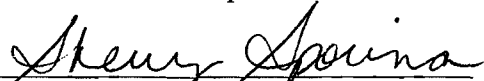
847-823-0520

Signature of Officer, Partner or  
Sole Proprietor

Fax

Michael E. Kerr, Executive Vice President  
Print Name & Title

ATTEST: If a Corporation



Signature of Corporation Secretary (Assistant)

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

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.

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.

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

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

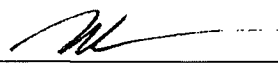
Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: Please see attached sheet.  
(company or individual)

To whom contribution was made: Citizens for Marilyn Schnell

Year contribution made: 2005 Amount: \$ 100

  
\_\_\_\_\_  
Signature

Michael E. Kerr  
\_\_\_\_\_  
Print Name

## Donations for the Village of Downers Grove

Based on the review of our files following donations have been made by Christopher B. Burke Engineering, Ltd. during Circa 2002-2008.

2005 – Citizens for Marilyn Schnell

\$ 100.00

# 2008-2012 CAPITAL PROJECT SHEET

Proj. #: BW-003

Project Description: Bikeway Plan Phase 2 - Bikeway Connections

Project Lead: Dorin Fera

Dept.: Public Works

Fund: 220

Program: 345

Project Type:  New Project/Expansion  Changed  
 Replacement  Maintenance

Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:				X	X			3

### BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services	18,000						18,000
Land Acquisition							-
Infrastructure Improvements		181,000					181,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	<b>18,000</b>	<b>181,000</b>	-	-	-	-	<b>199,000</b>

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
220-Capital Improvements Fund ▼	3,600	36,200					39,800
Grants/Other Sources, Approved ▼	14,400	144,800					159,200
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	<b>18,000</b>	<b>181,000</b>	-	-	-	-	<b>199,000</b>

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

The proposed project includes 4.2 miles of on-street bikeway, and 0.5 miles of off-street bikeway. This bikeway project expands upon the Central Corridor Bikeway that has already secured federal funding through the CMAQ Program. This project concentrates on the expansion of east-west segments including additional work on Grant Street, Jefferson Street, 59th Street, and 67th Street at McCollum Park. Also, a portion of the Eastern North-South Corridor along Fairmount Avenue is proposed. Additional work includes Lacey Road. Off-street programs would include installation of the critical gap areas of two segments on Grant Street; the segment at Downers Grove North High School, and the segment through McCollum Park.

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

Proposals for engineering design services need to be solicited and concurrence from IDOT before design work can be started. This project is delayed one year.

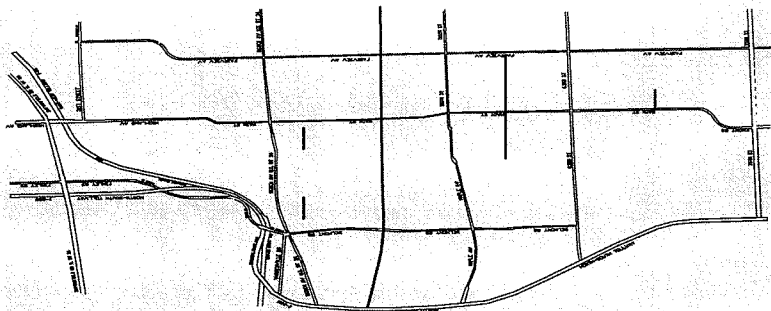
**3. Describe any anticipated grants related to the project.**

CMAQ Grant awarded February 2003 providing 80% federal funding for engineering design and construction.

**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	-	-	-	-	-	-	-
None							

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



BIKEPATH



## 2008-2012 CAPITAL PROJECT SHEET

Proj. #: **BW-004**

Project Description: **Bikeway Plan Phase 3 - Eastern Corridor**

Project Lead: **Dorin Fera**

Dept.: **Public Works**

Fund: **220**

Program: **345**

Project Type:  New Project/Expansion  Changed  
 Replacement  Maintenance

Priority Setting Factors:	H/S/W	Maint.	Expn.	New	Low	Medium	High	OVERALL
Rating:				X	X			3

### 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					50,000
Land Acquisition							-
Infrastructure Improvements			604,000				604,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	-	50,000	604,000	-	-	-	654,000

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
220-Capital Improvements Fund ▼		10,000	240,000				250,000
Grants/Other Sources, Approved ▼		40,000	364,000				404,000
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	-	50,000	604,000	-	-	-	654,000

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

The proposed Eastern Corridor Bikeway consists of a north and a south segment. The north segment generally runs along Cumnor from 39th to Maple. The south segment utilizes Fairmount from Maple to Oxford. As part of establishing this part of the corridor, signalized crossings of both 55th Street and 63rd Street are necessary. This will require close coordination and involvement of DuPage County as both crossings are County highways. In addition, the Village will need to work with School District 58 on the construction of the off-street bike path west of O'Neill Middle School. The proposed project includes 3.3 miles of on-street bikeway, 0.4 miles of off-street bikeway and two traffic signals.

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

Proposals for engineering design services need to be solicited and concurrence received from IDOT. Project delayed one year.

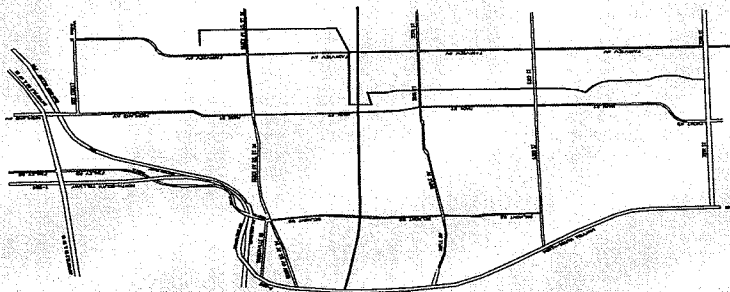
**3. Describe any anticipated grants related to the project.**

CMAQ Grant awarded February 2003 providing 80% federal funding for engineering design and construction.

**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	-	-	-	-	-	-	-
No significant impact							

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



*BIKEPATH*

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 "Consultant"), for Phase I and II Engineering Services for watermain improvements and watermain inter-connections for 59<sup>th</sup> Street, 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 12<sup>th</sup> day of September, 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 ~~Esterbrook Subdivision, Unit 1 Water Main Replacement~~ and Watermain Interconnections (59<sup>th</sup> Street); 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 9/9/08.

### 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 9/9/08. 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 \$50,678.63. This amount was based upon the services listed in the attached Scope of Services submission dated 9/9/08. 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 9/9/08 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.

**O. 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.

**P. 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.

**Q. 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**

**R. Conflict of Provisions**

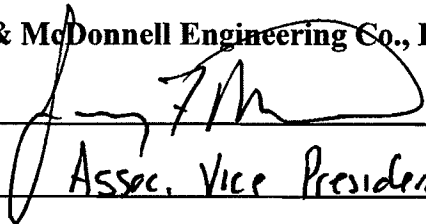
In the event there is a conflict between the provisions contained herein and the Scope of Services submission dated WEDNESDAY, September 10<sup>th</sup>, the terms herein shall prevail.

**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:   
 Title: Assoc. Vice President  
 Date: 9-12-08

By: \_\_\_\_\_  
 Title: **Village Manager**  
 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 Esterbrook Subdivision, Unit 1 Water Main Replacement and Watermain Interconnections (59<sup>th</sup> Street)

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

□ 9 3 - 0 0 5 6 1 9 2 □  
FEDERAL TAXPAYER IDENTIFICATION NUMBER

Subscribed and sworn to before me this

or Erin Hartigan  
NAME

12 day of Sept, 20 08.

[Signature]  
Notary Public

355-56-6094  
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                      Erin Hartigan 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

Village of Downers Grove

**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

**PROPOSER:**

Burns & McDonnell Engineering

Date: 9/9/08

Company Name

lmilner@burnsmcd.com

1431 Opus Place, Suite 400

Email Address

Street Address of Company

Larry Milner

Downers Grove, IL 60515

Contact Name (Print)

City, State, Zip

(630) 724-3200

24-Hour Telephone

Business Phone

(630) 724-3201

Signature of Officer, Partner or Sole Proprietor

Fax

Larry Milner, Associate Vice President

Print Name & Title

ATTEST, If a Corporation

*Rose A. Ash*  
Signature of Corporation Secretary *Aest Seal*

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

ATTEST:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

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.

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.

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 Larry Milner  
Print Name

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

Print the following information:  
Name of Contributor: Burns, McDunnell  
(company or individual)

To whom contribution was made: Mayers Golf Outing

Year contribution made: 2006 Amount: \$ \_\_\_\_\_

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

# 2008-2012 CAPITAL PROJECT SHEET

Proj. #: **WA-026**

Project Description: **Watermain Interconnections**

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:		<b>X</b>			<b>X</b>			<b>2</b>

## BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services		30,000					30,000
Land Acquisition							-
Infrastructure Improvements		600,000					600,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	-	<b>630,000</b>	-	-	-	-	<b>630,000</b>
Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
481-Water Fund ▼		630,000					630,000
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	-	<b>630,000</b>	-	-	-	-	<b>630,000</b>

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

This project includes four interconnections to complete loops in the distribution system. These connections include: (1) Douglas & 38th; (2) Indianapolis & Cross, (3) Belmont & Chicago; and (4) Blodgett & Elmwood. This will increase water flow to hydrants in each area.

**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:

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

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT 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 a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Christopher B. Burke Engineering, Ltd. (the "Consultant"), for Phase I & II design work related to new traffic signals at the intersection of Springside & 63rd, 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:

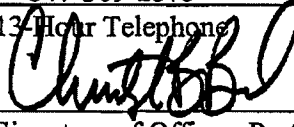
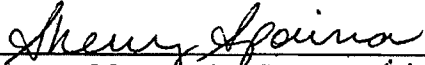
Attest: \_\_\_\_\_  
Village Clerk

Village of Downers Grove

**IV. PROPOSAL/CONTRACT FORM**

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award**

<b>PROPOSER:</b>	
<u>Christopher B. Burke Engineering, Ltd.</u> Company Name	Date: <u>September 30, 2008</u>
<u>9575 W. Higgins Road, Suite 600</u> Street Address of Company	<u>cburke@cbbel.com</u> Email Address
<u>Rosemont, IL 60018</u> City, State, Zip	<u>Christopher B. Burke</u> Contact Name (Print)
<u>847-823-0500</u> Business Phone	<u>847-309-2573</u> 13-Hour Telephone
<u>847-823-0520</u> Fax	 Signature of Officer, Partner or Sole Proprietor
	<u>Christopher B. Burke, President</u> Print Name & Title
ATTEST: If a Corporation	
 Signature of Corporation Secretary (Assistant)	

**VILLAGE OF DOWNERS GROVE:**

_____	ATTEST:
Authorized Signature	_____
_____	Signature of Village Clerk
Title	_____
_____	Date
Date	_____

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.



**CAMPAIGN DISCLOSURE CERTIFICATE**

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.

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.

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.

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

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

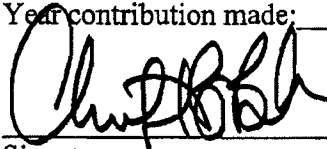
Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: Christopher B. Burke Engineering, Ltd.  
(company or individual)

To whom contribution was made: Citizens for Marilyn Schnell

Year contribution made: 2005 Amount: \$100.00

  
\_\_\_\_\_  
Signature

Christopher B. Burke  
\_\_\_\_\_  
Print Name

# 2008-2012 CAPITAL PROJECT SHEET

Proj. #: **TR-008**

Project Description: **Springside/63rd Street Traffic Signal**

Project Lead: **Dorin Fera**

Dept.: **Public Works - Traffic**

Fund: **220**

Program: **344**

Project Type:  New Project/Expansion  Changed  
 Replacement  Maintenance

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

### BREAKDOWN OF PROJECT COST AND FUNDING SOURCES

Cost Summary	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Professional Services							-
Land Acquisition							-
Infrastructure Improvements		120,000					120,000
Building Improvements							-
Machinery and Equipment							-
Other/Miscellaneous							-
<b>TOTAL COST</b>	-	120,000	-	-	-	-	120,000

Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
220-Capital Improvements Fund ▼		120,000					120,000
▼							-
▼							-
▼							-
<b>TOTAL FUNDING SOURCES</b>	-	120,000	-	-	-	-	120,000

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

This signal improvement is currently not in the DuPage County plan for improvements. A traffic study will be completed in late 2007 to determine if warrants are met for this signal. Based on this study, the Village will coordinate with the County to schedule this improvement. DuPage County and the Village share jurisdiction of intersection (50% split). The County will be the lead for the construction should this project meet warrants.

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

Traffic study will be completed in 2007.

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

The \$120,000 request is the Village's cost share amount for this improvement.

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

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

None - signal would be maintained by the County.

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

