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

SUBJECT:	TYPE:		SUBMITTED BY:
		Resolution	
Contract Awards: Professional		Ordinance	
Engineering Design Services for	✓	Motion	Robin A. Weaver
FY09 Construction Projects		Discussion Only	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
TOTAL				\$764,120.02

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.

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Passed:		Mayor	
Attest:	Village Clerk		

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#### **AGREEMENT**

This Agreement is made this 2 day of 0 c / a 5 c , 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 bas 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 <a href="Scope of Services">Scope of Services</a> submission dated <a href="9/9/08">9/9/08</a>. 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 Indomnification 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;
  - Claims for damages insured by the usual personal injury liability coverage which are sustained:
     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:

- 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 eonsultant 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, scx, 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 hargaining 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 eonsultant 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. Scts 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:

- 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.
- 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 elause 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

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In the event there i	s a conflict between the prov	visions contained	herein and	d the <u>Scope</u>	of Services
submission dated_		_, the terms here	in shall pr	evail.	

### 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.	Village of Downers Grove
Ву:	Ву:
Title: President	Title: Village Manager
Date: October 7, 2008	Date:

#### CONSULTANT'S CERTIFICATION

Consultant, ENGINEERING RESOURCE ASSOCIATES., INC., hereby certifies that it is not barred from agreeing to this contract for:

# Phase I & II design work related to pavement improvements for Valley View Estates Reconstruction Project

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 OFFICIAL SEAL SUSAN D HELWIG NOTARY PUBLIC - STATE OF ILLINOIS 36 - 36 - 86 466 MY COMMISSION EXPIRES:04/05/09 FEDERAL TAXPAYER IDENTIFICATION NUMBER NAME Social Security Number By signing the bid documents, contractor/p/oposer/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 to a campaign contribution to a current member of the Village Council within the last five (5) years. (company or individual)
as made: Sin Krajavski

2006 Amount: \$ 800

Rodney A. Searlo Print the following information:

Name of Contributor:

Year-contribution made:

To whom contribution was made: Soin Krai

Project Description: V	alley View	ESIALES N	5 7 1 1 1 1 1 1 1 1 1 1 1		British Company of Company	on was subligger to pay th	P482804(87), 14 (17 + 15 15 16 16 17	
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Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
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and Acquisition			110,22	10,000				400,00
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Machinery and Equipment								
Other/Miscellaneous	7						+	
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# RESOLUTION NO. \_\_\_\_\_

# A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND V3 COMPANIES OF ILLINOIS, LTD.

- 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, (McCollum 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

# **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 Sub	mitted Bid Is To Be Considered For Award
PROPOSER:	
V3 Companies of Illinois Ltd.	Date: 9/30/08
Company Name	
• •	dheslinga@v3co.com
7325 Janes Avenue	Email Address
Street Address of Company	t
. ,	David Heslinga, P.E.
Woodridge, Illinois 60517	Contact Name (Print)
City, State, Zip	
·	(630) 649-1828
(630) 724-9200	13-Hour Telephone
Business Phone	$\bigcirc$
	Vand Herlings
(630) 724-9202	Signature of Officer, Partner or
Fax	Sole Proprietor
	•
Day	ve Heslinga, P.E., Director of Infrastructure
	Print Name & Title
ATTESN: If a Corporation	
12/11/11/11	
Thelery L. Och la	
Signature of Corporation Secretary	
	·
VILLAGE OF DOWNERS GROVE:	
VIDENCE OF BOWNERS GROVE.	
	ATTEST:
Authorized Signature	ATTEST.
Variousea aiguarase	
	Signature of Village Clerk
Title	Signature of Amage Cicik
THE	
Date	Date
L' MLV	Duce

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 per	nalty of perjury, I declare:	
r.		contributed to any elected Village position within
	David Newlings Signature	Dave Heslinga, P.E. Print Name
		ntributed a campaign contribution to a current il within the last five (5) years.
	Print the following information: Name of Contributor:	(company or individual)
	To whom contribution was m	ade:
	Year contribution made:	Amount: \$
	Signature	Print Name

Priority Setting Factors: H/S/W Maint. Expan. New Low Medium High OVER. Rating: X 1  BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs TY  Professional Services 100,000 100,000 1141,000 344  Land Acquisition 25,000 1,100,000 3,650,000 7,177  Building improvements 1,400,000 1,125,000 1,000,000 3,650,000 7,177  Building improvements 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  Funding Source(s) FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs  TOTAL COST 1,500,000 1,250,000 1,250,000 7,541  Funding Sources 1,500,000 1,250,000 1,250,000 7,541  TOTAL FUNDING SOURCES 1,500,000 1,250,000 1,250,000 1,000,000 3,791,000 7,541  TOTAL Funding Sources 1,500,000 1,250,000 1,250,000 1,250,000 7,541  TOTAL FUNDING SOURCES 1,500,000 1,250,000 1,250,000 1,250,000 1,250,000 7,541  TOTAL FUNDING SOURCES 1,500,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1	Fund: 243 Program: 343 Project Type:	Drainat I and.	Michael D	Millotto		D+.	Dublic Mar	·ke	(National December 18, 1999) 25	\$64.036.75
Priority Setting Factors: H/S/W Maint. Expan. New Low Medium High OVER. Rating: X 1  BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs Treforessional Services 100,000 100,000 141,000,000 141,000,000 3,650,000 7,175  Building Improvements 1,400,000 1,125,000 1,000,000 3,650,000 7,175  Building Improvements 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  Funding Source(s) FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs Trefording Source(s) FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs Trefording Source(s) 1,500,000 1,250,000 1,000,000 3,791,000 - 7,541  TOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  Briefly Describe and provide justification for this Capital Project Request.  TOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  Briefly Describe and provide justification for this Capital Project Request.  TOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  Briefly Describe and provide justification for this Capital Project Request.  Briefly Describe and provide justification for this Capital Project Request.  Source Request.  TOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  Briefly Describe and provide justification for this Capital Project Request.  Source Request.  Sou	Priority Setting Factors: H/S/W Maint. Expan. New Low Medium High OVERAL Rating: X 1    BREAKDOWN OF PROJECT COST AND FUNDING SOURCES			-				ALGEBRA G. BYSTELL		
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Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs Tropersional Services 100,000 100,000 141,000 344  and Acquisition 25,000 1,25000 1,250,000 1,000,000 3,650,000 7,175  Suilding Improvements 1,400,000 1,125,000 1,000,000 3,650,000 7,175  Suilding Improvements 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,547  Funding Source(s) FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs 243-Stormwater Improvement Fund 1,500,000 1,250,000 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 7,547  FOTAL FUNDING SOURCES 1,500,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000	Projected Operating Expenses   100,000   FY 2010   FY 2011   FY 2012   Future Yrs   TO		BRE/	KDOWN OF	PROJECT CO	OST AND F	UNDING SOU	RCES		
Professional Services 100,000 100,000 141,000 341  and Acquisition 25,000 2.  Infrastructure Improvements 1,400,000 1,125,000 1,000,000 3,650,000 7,175  Machinery and Equipment 2.  Machinery and Equipment 2.  Machinery and Equipment 2.  Machinery and Equipment 3.  Machinery and Equipment 4.  Machinery and Equipment 5.  Machinery and Equipment 5.  Machinery and Equipment 6.  Machinery and Equipment 7.  Machinery and Equ	Professional Services 100,000 100,000 141,000 341,000 341,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,000 25,	Cost Summary		TALLER OF STREET			Authorities State Control Control Control	C. S. Mar, N. San Nation and Association	Future Yrs	тот
Infrastructure Improvements  1,400,000  1,125,000  1,000,000  3,650,000  7,175  Building Improvements  Aschinery and Equipment  Dither/Miscellaneous  FOTAL COST  1,500,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,000,000  3,791,000  7,541  1,500,000  1,000,000  3,791,000  7,541  1,500,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  1,000,000  1,000,000  1,000,000	Infrastructure Improvements  1,400,000 1,125,000 1,000,000 3,650,000 7,175,6  Infrastructure Improvements Infrastructure Improvements Infrastructure Improvements Infrastructure Improvements Infrastructure Improvements Infrastructure Improvement Fund Infr			100,000	100,000			141,000		341,00
Building Improvements Machinery and Equipment Dither/Miscellaneous  TOTAL COST 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FY 2011 FY 2012 Future Yrs  1,500,000 1,250,000 1,250,000 1,000,000 3,791,000 7,541  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 - 1,000,000 3,791,000 - 7,541  FOTAL FUNDING SOURCES 1,500,000 - 1,000,000 - 1,000,000 - 1,000,000 - 7,541  FY 2012 FUTURE YRS  FY 2018 FY 2019 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2010 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2010 FY 2010 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2011 FY 2012 FUTURE YRS  FY 2019 FY 2010 FY 2011 FY 2011 FY 2012 FUTURE YRS  FY 2	Building improvements Aachinery and Equipment Dither/Miscellaneous	and Acquisition			25,000					25,00
Machinery and Equipment Other/Miscellaneous  FOTAL COST  1,500,000  1,250,000  FY 2010  FY 2011  FY 2012  FUTURE Yrs  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  7,541  1,500,000  1,250,000  1,000,000  3,791,000  7,541  1,500,000  1,250,000  1,000,000  1,7541  1,500,000  1,250,000  1,250,000  1,000,000  1,7541  1,500,000  1,250,000  1,250,000  1,000,000  1,7541  1,500,000  1,250,000  1,000,000  1,7541  1,000,000  1,7541  1,000,000  1,7541  1,000,000  1,7541  1,000,000  1,7541  1,000,000  1,7541  1,000,000  1,7541  1,000,000  1,000,000  1,000,000  1,000,000	Machinery and Equipment Dither/Miscellaneous  TOTAL COST  1,500,000  1,250,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,500,000  1,250,000  1,250,000  1,000,000  1,000,000  1,7541,6  1,000,000  1,7541,6  1,000,000  1,7541,6  1,000,000  1,7541,6  1,000,000  1,7541,6  1,000,000  1,7541,6  1,000,000  1,7541,6  1,000,000  1,7541,6  1,000,000  1,000,000  1,000,000  1,000,000	nfrastructure Improvements		1,400,000	1,125,000	***	1,000,000	3,650,000		7,175,00
Other/Miscellaneous  FOTAL COST  1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  43-Stormwater Improvement Fund  1,500,000 1,250,000 1,250,000 1,000,000 3,791,000 7,541  1,500,000 1,250,000 1,000,000 3,791,000 7,541  1,500,000 1,250,000 1,250,000 1,000,000 3,791,000 - 7,541  1,500,000 1,250,000 1,250,000 - 1,000,000 3,791,000 - 7,541  1,500,000 1,250,000 1,250,000 - 1,000,000 3,791,000 - 7,541  1,500,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 1,250,000 - 1,000,000 - 1,000,000 1,250,000 - 1,000,000 - 1,000,000 - 1,000,000 - 1,000,000 - 1,000,000 - 1,000,000 -	Other/Miscellaneous  OTAL COST  1,500,000  1,250,000  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,000,000  3,791,000  1,000,000  3,791,000  7,541,6  1,500,000  1,250,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  1,000,000  3,791,000  1,000,000  3,791,000  1,250,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  1,250,000  1,250,000  1,000,000  3,791,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000									-
TOTAL COST  1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,541  43-Stormwater Improvement Fund  ↑ 1,500,000 1,250,000 1,250,000 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541  ↑ 1,000,000 3,791,000 7,541	TOTAL COST  1,500,000 1,250,000 1,250,000 1,250,000 1,000,000 3,791,000 7,541,6  1,500,000 1,250,000 1,250,000 1,000,000 3,791,000 7,541,6  1,500,000 1,250,000 1,250,000 1,000,000 3,791,000 7,541,6  1,500,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,000 1,250,	Machinery and Equipment								•
Finding Source(s)  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  1,500,000  1,250,000  1,000,000  3,791,000  7,541  TOTAL FUNDING SOURCES  1,500,000  1,250,000  1,250,000  1,250,000  1,000,000  3,791,000  7,541  TOTAL FUNDING SOURCES  1,500,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,000  1,250,0	and the project in FY2008 FY2009 FY2010 FY2011 FY2012 Future Yrs  Projected Operating Expenses  FY2008 FY2009 FY2010 FY2011 FY2012 Future Yrs  FY2013 FY2014 FY2012 FY2014 FY2012 FY2014 FY2012 FY2014 FY2014 FY2012 FY2014 FY2012 FY2014 FY2012 FY2014 FY2014 FY2012 FY2014 FY2014 FY2014 FY2012 FY2014 FY2016 FY2016 FY2010 FY2011 FY2012 Future Yrs  FY2008 FY2009 FY2010 FY2011 FY2012 Future Yrs  FY2008 FY2009 FY2010 FY2011 FY2012 Future Yrs  TOProjected Operating Expenses  FY2008 FY2009 FY2010 FY2011 FY2012 Future Yrs  TOProjected Operating Expenses  FY2008 FY2009 FY2010 FY2011 FY2012 Future Yrs  TOProjected Operating Expenses  FY2008 FY2009 FY2010 FY2011 FY2012 Future Yrs  TOProjected Operating Expenses  FY2008 FY2009 FY2010 FY2011 FY2012 Future Yrs  TOPROJECT FY2014 FY2012 FUTURE Yrs  TOPROJECT FY2014 FY2012 FUTURE Yrs  TOPROJECT FY2014 FY201									-
Ad3-Stormwater Improvement Fund    1,500,000	Address Stormwater Improvement Fund    1,500,000					-				7,541,00
TOTAL FUNDING SOURCES 1,500,000 1,250,000 - 1,000,000 3,791,000 - 7,544  Briefly Describe and provide justification for this Capital Project Request.  Inprovements included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, regarding depressional storage areas, new and replacement storm sewers and catch basins.  Describe the project status and completed work.  Ew project in FY2008.    None   None	TOTAL FUNDING SOURCES  1,500,000  1,250,000  - 1,000,000  3,791,000  - 7,541,  Briefly Describe and provide justification for this Capital Project Request.  Inprovements included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, re- rading depressional storage areas, new and replacement storm sewers and catch basins.  Describe the project status and completed work.  Ew project in FY2008.  3. Describe any anticipated grants related to the project.  None  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  TO  Projected Operating Expenses	unding Source(s)	<del></del>	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
Briefly Describe and provide justification for this Capital Project Request.  Inprovements included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, regarding depressional storage areas, new and replacement storm sewers and catch basins.  Describe the project status and completed work.  The project status	Briefly Describe and provide justification for this Capital Project Request.  Inprovements included in the Watershed Infrastructure Improvement Plan. This project involves constructing a new detention basin, re- rading depressional storage areas, new and replacement storm sewers and catch basins.  Describe the project status and completed work.  Ew project in FY2008.  What impact will the project have on annual operating expenses? Please quantify and describe.  FY 2008 FY 2010 FY 2011 FY 2012 Future Yrs TO- Projected Operating Expenses  To To- Projected Operating Expenses  To To- Projected Operating Expenses  To To-	243-Stormwater Improvemen	t Fund 🔻	1,500,000	1,250,000		1,000,000	3,791,000		7,541,00
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F1 2000 F1 2000 F1 2010 F1 2011 F1 2012 FULLIE TIS	Projected Operating Expenses	Briefly Describe and p mprovements included in the grading depressional storage     Describe the project series.	rovide justil e Watershed e areas, new	ication for the Infrastructure leand replaceme	is Capital Promprovement Fent storm sewe	Plan. This press and catch  3. Describ	est. oject involves c basins.	onstructing a		on basin, re-
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Flojected Operating Expenses	flap and/or pictures of Project/Project Area:	I. Briefly Describe and proper memory included in the rading depressional storage.  Property of the project solution in the project in FY2008.  I. What impact will the project	rovide justife Watershed areas, new tatus and co	ication for thi Infrastructure Is and replaceme  mpleted work on annual op	is Capital Promprovement Front storm sewer k.	Olan. This press and catch  3. Describe None	est. roject involves of basins.  De any anticipa  ase quantify a	constructing a ated grants ated describe	related to the	on basin, re-
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RESOLUTION NO.

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

- 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.

LC To an est	Date: 09/30/2008
GC ENGUERENGIAX	Date: 07/30/2008
Company Name	dla Ci i Car
5200 MAIN STREET Street Address of Company	dofters ege-engineering. (i Email Address
Street Address of Company	
	Daniez Loftis Contact Name (Print)
Drivens GROVE, IC (005/5	Contact Name (Print)
City, State, Zip	217 11 2111
120 E170000	312 446 3447
630 5128800	13-Hour Telephone
Business Phone	
1.20 787 7000	Signature of Officer, Partner or
630 282 7440	Sole Proprietor
rax	
	Print Name & Title
	Print Name & Title
ATTEST: If a Corporation	The Name & The
Trest, it a corporation	
Signature of Comoration Secretary	
VILLAGE OF DOWNERS GROVE:	
	ATTEST:
Authorized Signature	
	According to the second of the
	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 <u>not</u> contri the last five (5) years.	buted to any elected Village position within
	Signature	Print Name
	Bidder/vendor has contribute member of the Village Council within	ed a campaign contribution to a current n the last five (5) years.
	Print the following information: Name of Contributor:	(company or individual)
	To whom contribution was made:	NEWZDT/SANDSCK
	Year contribution made: 2087/20	57 Amount: \$ <u>50.00 /</u> 50.00
a.	Signature	Print Name
	• / (	

Project Description: Watersh								
Project Lead: Michael	D. Millette		Dept.:	Publ	ic Wor	ks	A ( ) () () () () ()	
Fund: 243	Progran	n: <b>343</b>	Project T	JAPAN S	☑ Ne	w Project/Exp	ansion [ ✓ Maintenance	Changed
Priority Setting Factors: H/S/W	Maint.	Expan.	New	L	ow	Medium	High	OVERALI
Rating: X							Х	1
BR	EAKDOWN O	F PROJECT C	OST AND F	UNDIN	G SOU	RCES		
Cost Summary	FY 2008	FY 2009	FY 2010		2011	FY 2012	Future Yrs	тот
Professional Services	273 273	150,000					468,000	618,0
Land Acquisition		550,000						550,00
Infrastructure Improvements						1,659,000	5,000,000	6,659,00
Building Improvements				<u> </u>				
Machinery and Equipment				<del> </del>				
Other/Miscellaneous								
TOTAL COST		700,000	-		-	1,659,000	5,468,000	7,827,00
unding Source(s)	FY 2008	FY 2009	FY 2010	FY	2011	FY 2012	Future Yrs	
			1 1 2010		2011			
243-Stormwater Improvement Fund	<b>Y</b>	700,000				1,659,000	5,468,000	7,827,00
i	▼							
	▼							
,	▼							
TOTAL FUNDING SOURCES		700,000		\$60a.075		1,659,000	5,468,000	7,827,00
mprovements included in the Watersh grading depressional storage areas, vo 2. Describe the project status and	ed Infrastructun Iluntary buy-out	e Improvement ts, new and repla	acement stori	oject in n sewe	rs and o	eatch basins.		
rading depressional storage areas, vo	ed Infrastructun Iluntary buy-out	e Improvement ts, new and repla	Plan. This pr acement storn	oject in n sewe	rs and o	eatch basins.	new detention	
rading depressional storage areas, vo 2. Describe the project status and	ed Infrastructur luntary buy-out completed w	e Improvement ts, new and repla	Plan. This pracement storn  3. Describ	oject in n sewe	rs and d	atch basins.	related to the	
2. Describe the project status and lew project in FY2008.  1. What impact will the project have	ed Infrastructur luntary buy-out completed w	e Improvement ts, new and repla	Plan. This pracement storn  3. Describ	oject in n sewe e any se qua	rs and d	atch basins.	related to the	
rading depressional storage areas, vol.  2. Describe the project status and lew project in FY2008.	ed Infrastructur luntary buy-out completed w	e Improvement its, new and replace ork.	Plan. This pracement storn  3. Describ  None  enses? Plea	oject in n sewe e any se qua	anticipa	ated grants	related to the	project.
rading depressional storage areas, vol.  Describe the project status and lew project in FY2008.  What impact will the project have	ed Infrastructur duntary buy-out completed water re on annual of FY 2008	e Improvement its, new and replace ork.	Plan. This pracement storn  3. Describ  None  enses? Plea	oject in n sewe e any se qua	anticipa	ated grants	related to the	project.

RESOLUTION NO. \_\_\_\_

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

- 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.

	Submitted Bid Is To Be Considered For Award
PROPOSER:	
LC Tours with	Date: 09/30/2008
6 ENGINEARING, INC	Date: 07/30/2008
Company Name	11.C. 1000
530= 1/1 Ca	Email Address
5200 MAIN STREET Street Address of Company	Email Address
Street Address of Company	10571
1 - 1/1 - 7 (-0C/C	DANIEL LOFTES
City, State, Zip	Contact Name (Print)
City, State, Lip	312 446 3447
6305128800	13-Hour Telephone
Business Phone	13-Flour Telephone
Dusiness Fholic	
630 282 7440	Signature of Officer, Partner or
Fax	Sole Proprietor
	· · · ·
	Print Name & Title
	Print Name & Title
ATTEST: If a Corporation	
Distriction	
Signature of Comoration Secretary	
·	
VILLAGE OF DOWNERS GROVE:	
	ATTEST:
Authorized Signature	AIIESI.
Variotrea Signature	
	Signature of Village Clerk
Title Title	Organisa of Anna Coote
- ****	
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 penal	ty of perjury, I d	eclare:			
	☐ Bidder the last five (5	r/vendor has <u>not</u> cor 5) years.	ntributed to a	n <b>y ele</b> cted Villa	ge position within
	Signature		Print Na	me	
		r/vendor has contrib village Council wi			n to a current
	Print the following Name of Conf	information:	CZ J. Company of	of Tay	
	To whom con	tribution was made:	: Newa	7-/SAN	DACK
	Year contribu	tion made: <u>2087/</u>	2007 An	nount: \$ <u>50.</u>	00/50.00
ç. «1				WEST-	COFTUS
	Signature >		Print Nat	ne	•

Project Description:	Watershed	Improvem	ents - Prent	iss , Sub F			Awaga ja mari i irawa a	Ngar (2 minutes)
Project Lead:	Michael D.	Millette		Dept.:	Public Wo	rks		
Fund:	243	Program:	343	Project T		ew Project/Exp eplacement	oansion [ ☑ Maintenance	Changed
Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:	Х						Х	1
	BREA	KDOWN OF	PROJECT C	OST AND F	JNDING SOL	JRCES		
Cost Summary	BINE!	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTA
Professional Services			200,000				400,000	600,00
and Acquisition								-
nfrastructure Improvements							7,571,000	7,571,00
Building Improvements		.,						-
lachinery and Equipment								_
Other/Miscellaneous								-
OTAL COST			200,000	-	-	-	7,971,000	8,171,00
unding Source(s)		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
43-Stormwater Improvemen	t Fund		200,000				7,971,000	8,171,00
-13 Stormwater Emprovemen	· · · · · · · · · · · · · · · · · · ·		200,000				7,971,000	0,171,00
								•
								-
	•							
TOTAL FUNDING SOURCE	sampe nevel 4.1	1119 6 8 9 9 9	200,000	00000	7.1.3		7,971,000	8,171,00
. Briefly Describe and p nprovements included in th ew and replacement storm . Describe the project st	rovide justif e Watershed sewers and c	Infrastructure atch basins.	Improvement I	Plan. This pro	oject involves			age areas,
. Briefly Describe and p nprovements included in th ew and replacement storm t. Describe the project st	rovide justif e Watershed sewers and c	Infrastructure atch basins.	is Capital Pr Improvement I	Plan. This pro	oject involves		pressional stor	age areas,
Briefly Describe and proposed in the ew and replacement storm     Describe the project stew project in FY2008.	rovide justife Watershed sewers and co	Infrastructure atch basins. mpleted wor	iis Capital Pr Improvement I	3. Describ	oject involves	ated grants	pressional stor	age areas,
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. Briefly Describe and p nprovements included in the wand replacement storm  Describe the project storm lew project in FY2008.  What impact will the p	rovide justife Watershed sewers and contact and contact and contact and contact are roject have o	Infrastructure atch basins.  mpleted wor	is Capital Pr Improvement I	3. Describ None	e any anticip	ated grants	pressional stora	age areas,
I. Briefly Describe and provements included in the wand replacement storm  2. Describe the project storm lew project in FY2008.  I. What impact will the projected Operating Expense  Map and/or pictures of P	rovide justife Watershed sewers and contacts and contacts and contacts and contacts are several to the contacts and contacts are several to the contacts are several to the contact and contacts are several to the contact are several to th	Infrastructure atch basins.  mpleted wor  on annual or  FY 2008	is Capital Pr Improvement I	3. Describ None	e any anticip	ated grants	pressional stora	age areas,

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

# A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND CHRISTOPHER B. BURKE ENGINEERING, LTD.

- 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.	Date: September 30, 2008
Company Name	
	cburke@cbbel.com
9575 W. Higgins Road, Suite 600	Email Address
Street Address of Company	
•	Christopher B. Burke
Rosemont, IL 60018	Contact Name (Print)
City, State, Zip	
	847-309-2573
847-823-0500	13-Hour Telephone
Business Phone	Chutton
847-823-0520	Signature of Officer, Partner or
Fax	Sole Proprietor
	Christopher B. Burke, President
	Print Name & Title
ATTEST: If a Corporation	
Man doning	
Signature of Corporation Secretary (Assistant)	
Signature of Corporation Secretary (7 3573/2017)	
VILLAGE OF DOWNERS GROVE:	
VILLAGE OF DOWNERS GROVE.	
	ATTEST:
Authorized Signature	1111201.
	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 penalt	y of perjury, I declare:	
	Bidder/vendor has <u>not</u> contr the last five (5) years.	ributed to any elected Village position within
	Signature	Print Name
	Bidder/vendor has contributed member of the Village Council with	ted a campaign contribution to a current hin 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
	making	Christopher B. Burke
	Signature \	Print Name

Project Description:	Watershed	i iiiibioaeiii	<u> </u>		,			
Project Lead:	Michael D.	Millette		Dept.:	Public Wo	rks		***************************************
Fund:	243	Program:	343	Project T		ew Project/Exp	oansion [  Maintenance	Changed
Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
Rating:	Х						X	1
	BRE	AKDOWN OF	PROJECT C	OST AND F	UNDING SOL	JRCES		
Cost Summary		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	TOTA
Professional Services			175,000				500,000	675,00
and Acquisition			325,000					325,00
nfrastructure Improvements							10,984,000	10,984,00
Building Improvements								
Machinery and Equipment								
Other/Miscellaneous								-
TOTAL COST			500,000	-	•	•	11,484,000	11,984,00
unding Source(s)		FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
243-Stormwater Improvemen	t Fund 🔻		500,000				11,484,000	11,984,00
	_							
. , , , , , , , , , , , , , , , , , , ,								•
	•					_		-
. Briefly Describe and properties included in the ew and replacement storm	rovide justif Watershed sewers and c	Infrastructure I atch basins.	mprovement F	Plan. This pro	oject involves r			ge areas,
TOTAL FUNDING SOURCES  I. Briefly Describe and proper memory included in the new and replacement storm  I. Describe the project storm  II Describe the proj	rovide justif Watershed sewers and c	Infrastructure I atch basins.	is Capital Promprovement F	Plan. This pro	oject involves r	e-grading dep		ge areas,
. Briefly Describe and property of the provements included in the ew and replacement storm  2. Describe the project st	rovide justifice Watershed sewers and co	Infrastructure I atch basins. mpleted wor	is Capital Promprovement F	3. Describ None	ject involves r e any anticip se quantify a	e-grading dep ated grants nd describe.	ressional stora	ge areas, project.
. Briefly Describe and property of the project state of the project of the project of the project of the project in FY2008.  What impact will the project of	rovide justiff e Watershed sewers and c atus and co	Infrastructure I atch basins. mpleted wor	is Capital Promprovement F	3. Describ	ject involves r	e-grading dep	ressional stora	
Briefly Describe and property of the ward replacement storm  Describe the project storm of the project of the project in FY2008.  What impact will the projected Operating Expense	rovide justifice Watershed sewers and contact at a sewer at	Infrastructure I atch basins.  mpleted wor  on annual op FY 2008	is Capital Promprovement F	3. Describ None	ject involves r e any anticip se quantify a	e-grading dep ated grants nd describe.	ressional stora	ge areas, project.
. Briefly Describe and proprovements included in the ew and replacement storm  . Describe the project steew project in FY2008.  . What impact will the projected Operating Expense	rovide justifice Watershed sewers and contact at a sewer at	Infrastructure I atch basins.  mpleted wor  on annual op FY 2008	is Capital Promprovement F	3. Describ None	ject involves r e any anticip se quantify a	e-grading dep ated grants nd describe.	ressional stora	ge areas, project.
. Briefly Describe and proportion of the project state of the project of the project of the project of the project in FY2008.  . What impact will the project will the project of the proj	rovide justifice Watershed sewers and contact at a sewer at	Infrastructure I atch basins.  mpleted wor  on annual op FY 2008	is Capital Promprovement F	3. Describ None	ject involves r e any anticip se quantify a	e-grading dep ated grants nd describe.	ressional stora	ge areas, project.

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

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

- 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		

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: Date: September 30, 2008 Engineering Resource Associates, Inc. Company Name rbeadle@eraconsultants.com Email Address 3 S 701 West Avenue, Suite 150 Street Address of Company Rodney A. Beadle, PE, CFM Contact Name (Print) Warrenville, IL 60555 City, State, Zip 630/918-7716 13-Hour Tekephone 630/393-3060 Business Phone Signature of Officer, Partner or 630/393-2152 Sole Proprietor Fax Rodney A. Beadle, PE, CFM, President Print Name & Title Signature of Corporation Principal 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 pen	nalty of perjury, I declare:	
	Bidder/vendor has not the last five (5) years.	t contributed to any elected Village position within
	Signature	Print Name
	X Bidder/vendor has commember of the Village Council	ntributed a campaign contribution to a current within the last five (5) years.
	Print the following information: Name of Contributor: Engineer	ring Resource Associates, Inc. (company or individual)
	To whom contribution was made	de: <u>Brian Krajewski</u>
	Year contribution made: 2006	Amount: \$ 800.00
	Signature	Rodney A. Beadle, PE, CFM President Print Name

Project Lead:	INC. I - I D	8 5 1 1 1 4 4 -		. L	B. I.V.	A / 1		N. A M. B. C. S. C	
	Michael D.	Millette		Dept.:	Public '		Engage Control		
Fund:	243	Program:	343	Project T	ype: [	warman of the Contract of the	roject/Exp æment	oansion [ ] Maintenance	Changed
Priority Setting Factors:	H/S/W	Maint.	Expan.	New	Low	Ŋ	Medium	High	OVERALL
Rating:	Х							Х	1
	BREAI	KDOWN OF	PROJECT CO	OST AND FU	JNDING:	SOURC	ES		
Cost Summary		FY 2008	FY 2009	FY 2010	FY 201	and the state of the state	Y 2012	Future Yrs	TOTA
Professional Services		100,000		200,000				526,000	826,00
and Acquisition				100,000					100,00
nfrastructure Improvements		1,400,000	1,800,000	3,100,000				6,500,000	12,800,00
Building Improvements									•
Machinery and Equipment									•
Other/Miscellaneous					ACCESSION TO THE PARTY OF THE P				-
OTAL COST		1,500,000	1,800,000	3,400,000		- 1	•	7,026,000	13,726,00
unding Source(s)		FY 2008	FY 2009	FY 2010	FY 201	1 F	Y 2012	Future Yrs	
243-Stormwater Improveme	nt Fund 🔻	1,500,000	1,800,000	3,400,000				7,026,000	13,726,00
	▼								
	▼								-
	~								_
TOTAL FUNDING SOURCE	9	1,500,000	1,800,000	3,400,000			_	7,026,000	13,726,00
nprovements included in the rading depressional storag	ne Watershed Ir ge areas, new si	nfrastructure I torm sewer ar	Improvement F nd catch basin	Plan. This pros.	ject invol		_		
mprovements included in the grading depressional storage and the grading depressional storage.  2. Describe the project services are services and the grading depression and the grading depression are services.	ne Watershed Ir ge areas, new si	nfrastructure I torm sewer ar	Improvement F nd catch basin	Plan. This pros.	ject invol		_	new detention	
nprovements included in the rading depressional storage in the project seems project in FY2008.	ne Watershed In ge areas, new si	nfrastructure I torm sewer ar mpleted wor	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage Describe the project seew project in FY2008.	ne Watershed In the areas, new si status and con project have o	nfrastructure I torm sewer ar mpleted wor	Improvement Find catch basin	Plan. This pros. 3. Describe	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.	ne Watershed In the areas, new si status and con project have o	nfrastructure I torm sewer ar mpleted wor	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.  What impact will the project will the p	ne Watershed In the areas, new si status and con project have o	nfrastructure I torm sewer ar mpleted wor	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage Describe the project seew project in FY2008.	ne Watershed In the areas, new si status and con project have o	nfrastructure I torm sewer ar mpleted wor	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project solve project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project solve project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project solve project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage.  Describe the project sew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage Describe the project seew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage Describe the project seew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
1. Briefly Describe and provements included in the provements included in the project of the project solven project in FY2008.  2. Describe the project solven project in FY2008.  4. What impact will the projected Operating Expens  Map and/or pictures of F	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor n annual op FY 2008	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	project.
nprovements included in the rading depressional storage Describe the project seew project in FY2008.  What impact will the projected Operating Expens	ne Watershed In the areas, new status and con project have o	nfrastructure I torm sewer ar mpleted wor	k. erating expe	3. Describe None nses? Plea	oject involves any ant	icipated	d grants	related to the	

# RESOLUTION NO.

# A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND CHRISTOPHER B. BURKE ENGINEERING, LTD.

- 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 Subm	nitted Bid Is To Be Considered For Award
PROPOSER:	
Christopher B. Burke	
Engineering, Ltd.	Date: <u>9/9/08</u>
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	Mh
847-823-0520	Signature of Officer, Partner or
	,
Fax	Sole Proprietor
	Michael E Kowa Evacutiva Vice Duscident
	Michael E. Kerr, Executive Vice President Print Name & Title
ATTEST: If a Corporation	111111111111111111111111111111111111111
1, .	
Shewy Spouna	
Signature of Corporation Secretary (Assistant)	
,	
VILLAGE OF DOWNERS GROVE:	
	ATTEST:
Authorized Signature	
-	
	Signature of Village Clerk
Title	
Date	Date
	T ACTIVA

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 <u>not</u> contri the last five (5) years.	buted to any elected Village position within
	Signature	Print Name
	Bidder/vendor has contribute member of the Village Council with	ed a campaign contribution to a current in the last five (5) years.
	Print the following information:  Name of Contributor: Please se	ee attached sheet.  (company or individual)
	To whom contribution was made: _	Citizens for Marilyn Schnell
	Year contribution made: 2005	Amount: \$ <u>/</u>
	M	Michael E. Kerr
	Signature	Print Name

<sup>3:\\</sup>filer\aperez\$\My Documents\templates\RFPs\RFPSpecs2007.4.doc

# **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

Project Description: Bikeway Plan Project Lead: Dorin Fera Fund: 220  Priority Setting Factors: H/S/W Rating: BREAKI Cost Summary Professional Services Land Acquisition Infrastructure Improvements	Program: [	345  Expan.  PROJECT CO FY 2009	Dept.: [ Project Ty  New X	Public Wo	ew Project/Exp eplacement [	ansion 🗸 C	hanged
Priority Setting Factors: H/S/W Rating: BREAKI Cost Summary Professional Services Land Acquisition	Maint.  DOWN OF I	Expan. PROJECT CO	Project Ty  New  X	/pe: ☑ Ne ☐ Re Low	ew Project/Exp eplacement [		hanged
Rating:  BREAKI  Cost Summary  Professional Services  Land Acquisition	DOWN OF I	PROJECT CO	X	Low		- mainrenance	
BREAKI Cost Summary Professional Services Land Acquisition	FY 2008			У	Medium	High	OVERALL
BREAKI Cost Summary Professional Services Land Acquisition	FY 2008			^			3
Cost Summary Professional Services Land Acquisition	FY 2008		IN AND FI	INDING SOI	IRCES		
Professional Services Land Acquisition			FY 2010	FY 2011	FY 2012	Future Yrs	TOTAL
Land Acquisition	.0,000		7,1.2010	1.1, 201.1	7 1 2012	diale iie	18,000
	1						
		181,000					181,000
Building Improvements							
Machinery and Equipment							
Other/Miscellaneous							
TOTAL COST	18,000	181,000					199,000
Funding Source(s)	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Future Yrs	
220-Capital Improvements Fund	3,600	36,200					39,800
		·					
Grants/Other Sources, Approved	14,400	144,800					159,200
<b>Y</b>							
▼							
TOTAL FUNDING SOURCES	18,000	181,000			•	_	199,000
School, and the segment through McCollum	Park.	TATE TO PARTY OF					An an an an an an an
2. Describe the project status and comp					The second of th	related to the	A KARL BALLY BOOK TO THE TOTAL STREET
Proposals for engineering design services ne concurrence from IDOT before design work of project is delayed one year.					oruary 2003 p d construction	roviding 80% f	ederal fundin
4. What impact will the project have on	annual ope FY 2008	erating expe FY 2009	nses? Pleas FY 2010	se quantify a FY 2011	ind describe FY 2012	Future Yrs	TOTA
Projected Operating Expenses	-	-	_	_	_	_	
r rojected Operating Expenses							
None	Bay market straye	948 SQL 031 44 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1. (2. k · · · · · · · · · · · · · · · · · ·		Table 1	7.07.19	1.00
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None	Area:						
None	Area:						

Fund: 220 Program: 345 Project Type: Rev Project/Expansion Changed Replacement Maintenance  Priority Setting Factors: H/S/W Maint Expan. New Low Medium High OVERAL Rating: X X X 3  BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs TOT Professional Services 50,000  Land Acquisition 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000	Fund:    Priority Setting Factors:   H/S/M   Maint   Expan.   New   Low   Medium   High   OVER	Fund: 220 Program: 345 Project Type:	Project Description: Bikeway PI		<u> </u>		- 1.11- W.	p=/150/00080000000000000000000000000000000		
Priority Setting Factors: H/S/W Maint Expan. New Low Medium High OVERAL Rating: BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs TOT Professional Services 50,000 FY 2010 FY 2011 FY 2012 Future Yrs TOT Professional Services 50,000 FY 2010 FY 2011 FY 2012 Future Yrs Food Sources FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs Food Sources FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs FY 2011 FY 2012 Future Yrs FY 2014 FY 20	Priority Setting Factors: H/S/W Maint Expan. New Low Medium High OVER Rating: X X X 3    BREAKDOWN OF PROJECT COST AND FUNDING SOURCES   Cost Summary	Priority Setting Factors: H/S/W Maint Expan. New Low Medium High OVERAL Rating: X X X 3    Rating:   X X X   X   3   3	Project Lead: Dorin Fera		<u> </u>	Dept.:	- 1 - 1 - 1 - 1 - 2 - 2 - 2 - 2 - 2 - 2	\$686988\\\$\Q241\\		mesie II. ee e e
BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs TOT Professional Services 50,000 FY 2010 FY 2011 FY 2012 Future Yrs TOT Frofessional Services 50,000 FY 2010 FY 2011 FY 2012 Future Yrs TOT FY 2013 FY 2010 FY 2011 FY 2012 Future Yrs TOT FY 2013 FY 2010 FY 2011 FY 2012 Future Yrs TOT FY 2013 FY 2014 FY 2015 FY 2	BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs T  Professional Services 50,000 FY 2010 FY 2011 FY 2012 Future Yrs T  Building Improvements 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 60	BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs TO1  Professional Services 50,000 604,000 FY 2011 FY 2012 Future Yrs TO1  Building Improvements 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,00	Fund: <b>220</b>	Program:	345	Project T			The second secon	and the second second
BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary  FY 2008  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  TOT  Professional Services  50,000  and Acquisition  finastructure improvements  604,000  604,000  604,000  604,000  604,000  604,000  604,000  604,000  604,000  605,000  606,000  607,000  607,000  608,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  609,000  6	BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs T  Professional Services 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,000 5,0,0,000 5,0,0,0,0	BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Cost Summary  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  TOT  Professional Services  50,000  and Acquisition  finastructure improvements  604,000  604,000  604,000  604,000  604,000  604,000  604,000  604,000  605,000  606,000  606,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  607,000  6	Priority Setting Factors: H/S/W	Maint.	Expan.	New	Low	Medium	High	OVERALL
BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  lost Summary     FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs  Tortossional Services     50,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000     604,000	BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  Totes Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs T rofessional Services  and Acquisition 50,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 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604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,00	BREAKDOWN OF PROJECT COST AND FUNDING SOURCES  lost Summary  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  TOT  rofessional Services  50,000  and Acquisition  frastructure Improvements  604,000  604,000  604,000  604,000  604,000  604,000  604,000  605,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  606,000  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Total Funding Source(s)  FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs TOT forescional Services  Sol,000 Sound Services  Sol,000 Soldiding Improvements  Soldiding Impro	FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs Trofessional Services  and Acquisition  finastructure Improvements  flackinery and Equipment  Achinery and Achinery  Achinery and Achinery  Achinery and Achinery  Achiner	Total Evaluation of the Cost Summary FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs TOTAL Cost Suliding Improvements 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,000 604,		KDOWN OF	PPO IFCT CO	NET AND FI	INDING SOL	IDCES		
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and Acquisition  Infrastructure Improvements  Infrastructure	and Acquisition  Infrastructure Improvements  Idectinery and Equipment  Identify Source(s)  Infrastructure Improvements  Identify Source(s)  Infrastructure Identify Infrastruction  Infrastructure Identify Infrastructure Identify Infrastructure Identify Infrastructure Infrastru	and Acquisition  Infrastructure Improvements  Adachinery and Equipment  Interval COST  Interval	The state of the s	.,,200		3.50 1 <b>5-0</b> 1 0		The state of the s	Tatalonic	50,000
Infrastructure Improvements  Building Improvements  Auschinery and Equipment  Dictor/Miscellaneous  FOTAL COST  Sunding Source(s)  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  FY 2012  Future Yrs  FY 2012  FY 2013  FY 2014  FY 2012  FY 2014  FY 2012  FUTURE Yrs  FY 2015  FY 2015  FY 2016  FY 2016  FY 2017  FY 2017  FY 2017  FY 2017  FY 2017  FY 2017  FY 2018  FY 2018  FY 2019  FY 2010  FY 2010  FY 2011  FY 2012  FY 2012  FY 2012  FY 2012  FUTURE Yrs  FY 2013  FY 2014  FY 2012  FY 2011  FY 2012  FY 2012  FY 2012  FY 2011  FY 2012  FY 2012  FY 2013  FY 2013  FY 2014  FY 2014  FY 2015  FY 2016  FY 2016  FY 2017  FY 201	Infrastructure Improvements  Sulding Improvements  Machinery and Equipment  Dither/Miscellaneous  FOTAL COST  - 50,000 604,000 65  Funding Source(s)  FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs  220-Capital Improvements Fund  ▼ 10,000 240,000	Infrastructure Improvements  Building Improvements  Machinery and Equipment  Dicter/Miscellaneous  FOTAL COST  Stunding Source(s)  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  Proceed Coperating Expenses  FY 2008  FY 2009  FY 2010  FY 2011  FY 2011  FY 2012  Future Yrs  Study Condition Sources, Approved  Approve								
Auchinery and Equipment  Dither/Miscellaneous  CTOTAL COST  Stunding Source(s)  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  10,000  240,000  240,000  364,000  FY 2011  FY 2012  Future Yrs  220-Capital Improvements Fund  40,000  364,000  364,000  404,00  364,000  Auchinery and Equipment  40,000  364,000  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 Curmor from Brit to Maple. The south segment utilizes Fairmount from Maple to Oxford. As part of establishing this part of the corridor, signalized cossings of both 55th Street and 63rd Street are necessary. This will require close coordination and involvement of DuPage County as brossings are County highways. In addition, the Village will need to work with School District 58 on the construction of the off-street bike ath 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 affic signals.  Describe the project status and completed work.  Troposals 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 fund for engineering design and construction.  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  TOT.	Sullding Improvements  Machinery and Equipment  Dither/Miscellaneous  IOTAL COST  - 50,000 604,000 - 65  Funding Source(s)  FY 2008 FY 2009 FY 2010 FY 2011 FY 2012 Future Yrs  220-Capital Improvements Fund  10,000 240,000  25  Grants/Other Sources, Approved  40,000 364,000  40  FOTAL FUNDING SOURCES  - 50,000 604,000  - 65  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 for thing the proposed Eastern Corridor Bikeway consists of a north and a south segment. The north segment generally runs along Cumnor for thing the proposed Eastern Corridor Bikeway consists of a north and a south segment. The north segment generally runs along Cumnor for thing the proposed Eastern Corridor Bikeway consists of a north and a south segment. The north segment generally runs along Cumnor for thing the proposed Eastern Corridor Bikeway consists of a north and a south segment. The north segment generally runs along Cumnor for the top the proposed Eastern Corridor Bikeway consists of a north and a south segment. The north segment generally runs along Cumnor for the top the top the corridor, signalized crossings of both 55th Street and 63rd Street are necessary. This will require close coordination and involvement of DuPage County are top the construction of the off-street bike at the 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 the affic signals.  Describe the project status and completed work.  Toposals for engineering design services need to be solicited and concurrence received from IDOT. Project delayed one year.  CMAQ Grant awarded February 2003 providing 80% federal further the project status and construction.  CMAQ Grant awarded February 2003 providing 80% federal further the project status and construction.  CMAQ Grant awarded February 2003 providing 80% federal further the project status a	Building Improvements Machinery and Equipment Dither/Miscellaneous TOTAL COST Total COST Total Cost Tending Source(s) Total Cost Tending Source(s) Total Cost Total Improvements Fund Total Cost Total Total Improvements Fund Total Cost Total Co				604,000			1	604,000
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Describe any anticipated grants related to the project CMAQ Grant awarded February 2003 providing 80% federal further forms and the project status and completed work.  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Funding Source(s)  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  220-Capital Improvements Fund  10,000  240,000  364,000  404,000  364,000  FY 2011  FY 2012  FY 2012  Future Yrs  250,00  Grants/Other Sources, Approved  40,000  364,000  604,000  6554,00  FY 2010  FY 2011  FY 2012  FY 2013  FY 2014  FY 2012  FY 2014  FY 2015  FY 2016  FY 2016  FY 2016  FY 2017  FY 2017  FY 2017  FY 2017  FY 2018  FY 2018  FY 2019  FY 2010  FY 2011  FY 2012  FY 2012  FY 2013  FY 2014  FY 2015  FY 2016  FY 2016  FY 2017  FY 2018  FY 2019  FY 2010  FY 2011  FY 2011  FY 2012  FY 2012  FY 2016  FY 2016  FY 2017  FY 2	Funding Source(s)  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  220-Capital Improvements Fund  In,000  240,000  Add,000  FY 2011  FY 2012  Future Yrs  255  Grants/Other Sources, Approved  Add,000  Add,000  FY 2011  FY 2012  FUTUR Yrs  255  Grants/Other Sources, Approved  Add,000  Add,000  FY 2011  FY 2012  FUTUR Yrs  255  FUTUR Yrs  Add,000  Add,000  Add,000  FY 2011  FY 2012  FUTUR Yrs  Add,000  Add,000  FY 2011  FY 2012  FUTUR Yrs  Add Yrs  FUTUR Yrs  FUTUR Yrs  Add Yrs  FUTUR Yrs  Add Yrs  FUTUR Yrs  FUTUR Yrs  Add Yrs  FUTUR Yrs  FUTUR Yrs  Add Yrs  FUTUR Yrs  FUTUR Yrs  FUTUR Yrs  Add Yrs  FUTUR Yrs  FUTUR Yrs  Add Yrs  FUTUR Yrs  FUTUR Yrs  FUTUR Yrs  Add Yrs  FUTUR Yrs  FUTUR Yrs  FUTUR Yrs  FUTUR Yrs  FUTUR Yrs  FUTUR Yrs  Add Yrs  FUTUR	Funding Source(s)  FY 2008  FY 2009  FY 2010  FY 2011  FY 2012  Future Yrs  220-Capital Improvements Fund  Interpretation of the Sources, Approved  Ado,000  FY 2010  FY 2010  FY 2011  FY 2012  FY 2012  Future Yrs  220-Capital Improvements Fund  Ado,000  FY 2010  FY 2011  FY 2012  FY 2012  Future Yrs  220,000  FY 2010  FY 2012  FY 2012  Future Yrs  220,000  FY 2010  FY 2012  FY 2013  FY 2012  FY 2012  FY 2013  FY 2013  FY 2014  FY 2012  FY 2015  FY 2016  FY 2016  FY 2017  FY 2							†	
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#### 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 interconnections for 59th 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 day of \_\_\_\_\_\_\_\_\_, 2008 by and between Burns & McDonnell Engineering Co., Inc. of Downers Grove, Illinois (or "Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant for Phase I & II design work related to water main improvements for 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 <u>Scope of Services</u> submission dated <u>9/9/08</u>. 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 <u>Scope of Services</u> submission dated <u>Wednesday</u>, <u>September 10<sup>th</sup></u>, 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. Villa	age of Downers Grove
Ву:	1-7h	By:
Title:	Assoc. Vice President	Title: Village Manager
Date: _	9-12-08	Date:

#### CONSULTANT'S CERTIFICATION

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

Phase I & II design work related to water main improvements for

Esterbrook Subdivision, Unit 1 Water Main Replacement and Watermain Interconnections (59th 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. Consultant's Authorized Agent FEDERAL TAXPAYER IDENTIFICATION NUMBER Subscribed and sworn to before me this OFFICIAL SEAL **ERIN HARTIGAN** NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9-18-2010 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 <u>not</u> contributed to any elected Village position within the last five (5) years.

Evin Hashage

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: \$

Print Name

Signature

# 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

Entire Diock Must be Completed When A Sub-	mitted Did is 10 De Considered Por Award
PROPOSER:	
Burns & McDonnell Engineering	Date: 9/9/08
Company Name	
1431 Opus Place, Suite 400	Imilner@burnsmcd.com
Street Address of Company	Email Address
- ·	Larry Milner
Downers Grove, IL 60515	Contact Name (Print)
City, State, Zip	
(630) 724-3200	24 Hour Telephone
Business Phone	Januar 190panda
(000) 704 0004	
(630) 724-3201 Fax	Signature of Officer, Partner or
rax	Sole Proprietor
	Warry Milner, Associate Vice President
\	Print Name & Title
ATTEST If a Corporation	
Hose I tosh	
Signature of Corporation Secretary Out Seef.	
WHEN A CIT OF DOWNERS CROSS	
VILLAGE OF DOWNERS GROVE:	
	ATTEST:
Authorized Signature	·
	Cimple CIVII of I
Title	Signature of Village Clerk
Date	Dota

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 pena	lty of perjury, I declare:	
	Bidder/vendor has <u>not</u> the last five (5) years.	contributed to any elected Village position within
		Larry Milner
	Signature	Print Name
•	Bidder/vendor has continued member of the Village Council Print the following information: Burn Name of Contributor:	
		206 Amount: \$
	Signature	Print Name

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Project Description: Project Lead:	David Bird			Dent :	Public	· Wor	ks - Water		
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and Acquisition	1 1								-
nfrastructure Improvements			600,000						600,00
Building Improvements					-				-
Machinery and Equipment									-
Other/Miscellaneous									•
OTAL COST		₹ 1	630,000	-	1	-	-	-	630,00
unding Source(s)		FY 2008	FY 2009	FY 2010	FY 2	011	FY 2012	Future Yrs	
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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		

# 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
	cburke@cbbel.com
9575 W. Higgins Road, Suite 600	Email Address
Street Address of Company	
•	Christopher B. Burke
Rosemont, IL 60018	Contact Name (Print)
City, State, Zip	
	847-309-2573
847-823-0500	13 Hour Telephone
Business Phone	1 Little Ly
847-823-0520	Signature of Officer, Partner or
Fax	Sole Proprietor
Tax	Sole Proprietor
	Christopher B. Burke, President
	Print Name & Title
ATTEST: If a Corporation	
Signature of Corporation Secretary (Assistant)	
VILLAGE OF DOWNERS GROVE:	
VILLAGE OF DOWNERS GROVE:	
	ATTEST:
Authorized Signature	71111111
	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 penalt	y of perjury, I declare:	
	Bidder/vendor has <u>not</u> contr the last five (5) years.	ributed to any elected Village position withir
	Signature	Print Name
	Bidder/vendor has contributed member of the Village Council with	ted a campaign contribution to a current hin 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
	Signature	Christopher B. Burke Print Name

Professional Services Land Acquisition Infrastructure Improvements Building Improvements Machinery and Equipment Other/Miscellaneous TOTAL COST Funding Source(s)  220-Capital Improvements Fund  TOTAL FUNDING SOURCES  1. Briefly Describe and provide justifica This signal improvement is currently not in the determine if warrants are met for this signal. DuPage County and the Village share jurisdiproject meet warrants.  2. Describe the project status and com Traffic study will be completed in 2007.	FY 2008  FY 2008  FY 2008  ation for the DuPage of Based on the DuPage of the DuPage o	Expan.  PROJECT C FY 2009  120,000  120,000  120,000  120,000  120,000  120,000  120,000  120,000  120,000  120,000  120,000  120,000	Project T  New  COST AND F  FY 2010  FY 2010  FY 2010  coject Requestr improvement Village will co	FY 2011  FY 2011  FY 2011  FY 2011	FY 2012  FY 2012  Study will be country to	pansion	TOTAI  120,000  120,000  120,000  120,000  2007 to improvement.
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Building Improvements  Machinery and Equipment Other/Miscellaneous  TOTAL COST  Funding Source(s)  220-Capital Improvements Fund  TOTAL FUNDING SOURCES  1. Briefly Describe and provide justifica This signal improvement is currently not in the determine if warrants are met for this signal. DuPage County and the Village share jurisdiproject meet warrants.  2. Describe the project status and com Traffic study will be completed in 2007.	ation for the he DuPage of Based on the liction of inte	120,000 FY 2009 120,000  120,000  120,000 County plan for this study, the	roject Reque or improvemer Village will co	est. nts. A traffic s	study will be co	ompleted in late	120,000 120,000 120,000
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THE SOME WINDS AND	improvement.						unt for this
4. What impact will the project have on	n annual op FY 2008	perating expe					TOTA
Projected Operating Expenses	F 1 2000	F1 2000	FY 2010	FY 2011	FY 2012	Future Yrs	TOTA
None - signal would be maintained by the Co	ounty.						
None - signal would be maintained by the Co			SPRINGSIDE AV				