

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JUNE 5, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Headwall Replacements (Design) (SW-056, SW-057)	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared to award a contract for professional services for design of Headwall Replacements, SW-056 and SW-057, to Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois in the amount of \$64,737.75

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 include *Top Quality Infrastructure*.

FISCAL IMPACT

The FY12 budget includes a total of \$75,000 in the Stormwater Fund for professional services for this project. This contract for \$64,737.75 includes a 5% contingency.

RECOMMENDATION

Approval on the June 5, 2012 consent agenda.

BACKGROUND

This contract will provide final design for replacing the concrete headwalls at Hill Street and Grand Avenue. The concrete streambanks on either side of the existing culverts are beginning to deteriorate, and the debris prevention system (a large, movable grate) is poorly designed. The entire culvert inlet system must be redesigned to adequately transition grades, stabilize the adjacent streambanks, and efficiently prevent debris from entering the culvert without significantly reducing inlet capacity. The headwall at Gilbert Ave and Brookbank Rd is in good condition; however, to help prevent upstream structure flooding, the grate is chained in the open position at all times, allowing debris to enter the culvert. This culvert headwall/grate system must also be redesigned to efficiently prevent debris from entering the culvert without significantly reducing inlet capacity. Construction is scheduled for 2013.

The Village posted a request for qualifications for final design of the project. Staff pre-qualified three firms from nine submitters. All three firms submitted proposals for final design. Village staff recommends award of this contract for professional services to Christopher B. Burke Engineering, Ltd. based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee.

ATTACHMENTS:

Contract Form
 Campaign Disclosure Form
 Capital Project Sheets SW-056 and SW-057
 Consultant Report Card for SW-038



REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: Christopher B. Burke Engineering, Ltd.

Project Name: Hill & Grand and Gilbert & Brookbank Headwall
Replacement (Design)

Proposal No.: SW-056/57

Statement of Qualifications Due: Friday, April 13, 2012 @ 10:00 A.M. – Public Works

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Friday, March 30, 2012

This document consists of 29 pages.

Return **original** and an **electronic copy** (.pdf) of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JIM TOCK, P.E.
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-2453
FAX: 630/434-5495
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Facility, 5101 Walnut Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR QUALIFICATIONS
- II. REQUEST FOR PROPOSALS
- III. TERMS & CONDITIONS
- IV. DETAILED SPECIFICATIONS
- V. PROPOSER'S RESPONSE
- VI. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original and 1 additional copy in electronic format (.pdf) of the total proposal. Upon formal award of the proposal, this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR QUALIFICATIONS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQ) documents up to **Friday, April 13, 2012 @ 10:00 A.M**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, P.E., in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

2. STATEMENT OF QUALIFICATIONS

- 2.1 The prospective Firms must have particular expertise in municipal stormwater design in order to fully and properly act on the Village's behalf in all activities related to design, permitting and construction of the projects. These Firms must have in-house design capabilities and have a staffed office located within 150 miles of the Village. **In order to be considered for this project, interested Firms must submit the following information as its Statement of Qualifications (SOQ) based on the scope of the project as described in Section IV.** If sub-consultants/contractors are proposed, similar detailed information must be provided for each entity). One original and one copy of the SOQ (in the form of a .pdf file on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Company Background
 - i. Number of years in business
 - ii. Officers of Company
 - iii. Annual Volume of Similar Work
 - iv. Current Capacity
 - v. Listing of existing suits, claims, or pending judgments
- Services Provided In-House
 - i. Design Services
 - ii. Description of types of equipment used
- Similar Project Experience
 - i. Provide detailed information regarding three (3) similar projects performed by the submitting firm within the past five (5) years. Include client contact information for all projects.
- Proposed Project Team – identify a project manager with qualifications. The individuals proposed must be utilized on all Village projects unless an alternate is approved in writing by the Village.

- 2.2 The SOQ shall be as concise as possible and directly relevant to this project. Maximum number of pages for Firm generated SOQ shall be 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be

Village of Downers Grove

directly involved with this project should be listed as the proposed project team. Also, please identify the physical location of the project team members.

- 2.3 SOQs shall become the property of the Village. The Village will maintain confidentiality of all received SOQs, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.
- 2.4 Short List Selection
Upon receipt of the SOQs, Village Staff will review the qualifications of each firm and shall select a short list of approximately 3 to 5 firms. **Specific service and fee proposals shall then be solicited from only these selected firms. Please see Section IV.2. below.**

II. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Proposal forms shall be sent to the Village of Downers Grove, ATTN: JIM TOCK, P.E., in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.3 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.4 By submitting the Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will

govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.

2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a proposal, provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

III. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

- 1.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2. USE OF VILLAGE'S NAME

- 2.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 3.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

4. NONDISCRIMINATION

- 4.1 Proposer shall, as a party to a public contract:
- 4.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - 4.1.2 By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 4.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

5. SEXUAL HARASSMENT POLICY

- 5.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Proposer's internal complaint process including penalties;
- 5.1.5 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
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. EQUAL EMPLOYMENT OPPORTUNITY

6.1 In the event of the Proposer'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 Proposer 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 Proposer agrees as follows:

- 6.1.1 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, sexual orientation, sexual identity 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.
- 6.1.2 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.
- 6.1.3 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 services.
- 6.1.4 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 Proposer'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 Proposer in its efforts to comply with such Act and Rules and

Village of Downers Grove

Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 6.1.5 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.
- 6.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.7 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 subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor 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.

7. DRUG FREE WORK PLACE

- 7.1 Proposer, as a 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 Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 7.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer'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.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 7.5 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.
- 7.6 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.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

8.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney’s fees and costs) arising from or related to any breach of the foregoing representations and warranties.

9. INSURANCE REQUIREMENTS

9.1 Prior to starting the Work, Proposer shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Proposer or subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence

Village of Downers Grove

	\$1,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate

- 9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a “Per Project Basis”.
- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 9.6 Proposer and any Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers Grove, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 9.7 Proposer and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Proposer or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Proposer or Subcontractor,

or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Proposer and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10. CAMPAIGN DISCLOSURE

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain

Village of Downers Grove

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.

11. SUBLETTING OF CONTRACT

11.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

12. TERM OF CONTRACT

12.1 The term of this contract shall be as set forth in the Detail Specifications set forth in Section III below. This contract is subject to the Village purchasing policy with regard to any extensions hereof.

13. TERMINATION OF CONTRACT

13.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, including that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer 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.

14. BILLING & PAYMENT PROCEDURES

14.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village 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 Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer 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.

14.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer 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.

14.3 Please send all invoices to the attention of Jim Tock, PE, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

15.1 The relationship between the Village and the Proposer 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.

16. STANDARD OF CARE

16.1 Services performed by Proposer under this Contract 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 Contract, or in any report, opinions, and documents or otherwise.

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

16.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

17. GOVERNING LAW

17.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

18. SUCCESSORS AND ASSIGNS

18.1 The terms of this Contract 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 Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

19. WAIVER OF CONTRACT BREACH

19.1 The waiver by one party of any breach of this Contract 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 Contract and will not be construed to be a waiver of any provision except for the particular instance.

20. AMENDMENT

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

Village of Downers Grove

21. NOT TO EXCEED CONTRACT

21.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties in the same manner by which the original contract was approved.

22. SEVERABILITY OF INVALID PROVISIONS

22.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, 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.

23. NOTICE

23.1 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 the Village as follows:

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

And to the Proposer as designated in the Contract Form.

24. COOPERATION WITH FOIA COMPLIANCE

24.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

IV. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES/DELIVERABLES

1.1 The Firm (Proposer) selected by the Village pursuant to this RFQ/RFP is not authorized to perform work for the Village until a fully executed and authorized Agreement is in place.

1.2 Project Description

The streambanks on either side of the existing culvert at Hill St and Grand Ave are composed of a concrete revetment mat that is beginning to deteriorate, and the debris prevention system (a large, movable grate) is not performing well. Due to the inadequate design of the current debris-prevention system, Village Staff must constantly raise and lower the grate to prevent debris from flowing downstream and structure flooding upstream. The entire culvert inlet system must be redesigned to adequately transition grades, stabilize the adjacent streambanks, and efficiently prevent debris from entering the culvert without significantly reducing inlet capacity. If the debris prevention system will involve raising and lowering a large grate, several alternatives (i.e. manual lift, powered lift, automated system with streaming video, etc.) must be provided.

The headwall at Gilbert Ave and Brookbank Rd is in good condition. However, to help prevent upstream structure flooding, the grate is chained in the open position at all times, allowing debris to enter the culvert. This culvert headwall/grate system must also be redesigned to efficiently prevent debris from entering the culvert without significantly reducing inlet capacity. If the debris prevention system will involve raising and lowering a large grate, several alternatives (i.e. manual lift, powered lift, automated system with streaming video, etc.) must be provided.

Since both culverts are located in highly residential areas, measures to “child-proof” the inlets must also be incorporated into the design.

1.3 Scope and Schedule

The Firm will be required to perform all necessary work required to prepare the plan set, specifications, special provisions, and cost estimate which includes the following:

- a. All topographic information acquired as necessary to support the constructible plan set. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:
 - Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
 - Reference lines parallel to right-of-way lines. Base lines stationing south to north and west to east.
 - Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
 - Using NGVD 29 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
 - Copies of all field notes and 3D electronic base maps of the identified segments in AutoCAD 2010 (including all shapefiles and linetypes) supplied to the Village.

Village of Downers Grove

- Consultant shall also provide the Village with Civil3D surfaces, alignments and corridors.
- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical and telephone, water main, sanitary sewers and storm sewers. No digging for elevation verification of utilities will be required.
 - Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation.
 - Locations and identification of all above ground structures; i.e., mailboxes, utility poles, driveways, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
 - Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
 - Utilization of IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
 - Plotting contour lines throughout the project with high points or low points indicated between similar contours.
 - Base drawings showing rim and invert elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc., and elevations of roadway and driveway pavement over culverts. Information shall be tied with a leader to each referenced structure, not in a table format.
- b. Three conceptual designs (with exhibits and descriptions) for each location shall be provided. The Village will choose a concept for final design for each location.
- c. Final Plans shall include:
- Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Alignment, Ties and Benchmarks
 - Grading Plan (1" = 20')
 - Storm Sewer Plan and Profile
 - Sediment Erosion, Sediment Control Plan (1" = 20')
 - Landscape Plans (1" = 20')
 - Cross-Sections (every 50' and at other critical locations)
 - Any other plans as may be required to complete the work
- d. Cost estimate for final, Village-accepted improvement, at 50%, 90% and 100% stages of design.
- e. Specifications and special provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village's boilerplate contract documents.

- f. Permit Submittals - Application for any required permits (i.e. ACOE, Railroad, IEPA, IDOT, DuPage County Stormwater Management, IDNR-OWR, etc.) and coordination with all applicable agencies. The selected Firm will be required to perform all necessary work required to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Firm must review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal. All necessary permitting will be the responsibility of the Firm unless specifically excluded in this RFP.
- g. The Firm will be required to make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required, which will be provided by Firm), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.
- h. The Firm shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the project.
- i. The selected Firm shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in Section IV.3.2 of this RFQ/RFP.

2. PROPOSAL

2.1 Village Staff will contact those Firms on the short list directly and request a proposal abiding by this Section of the RFQ/RFP. **This RFP/RFQ is the contract between the prospective Firm and the Village. You must submit this entire RFQ/RFP document with your proposal.**

2.2 Quantity and Format

One original and one copy of the Proposal (copy to be in the form of a .pdf file on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Project Organizational Chart
- Proposed Project Schedule
- Proposed Overall Not-To-Exceed Cost

The Proposal shall be succinct, and directly relevant to this project. Maximum number of pages for Firm generated proposal information shall be 20 single sided or 10 double sided. Double sided printing is allowable and encouraged. Only those persons planned to be

directly involved with this project (listed in the SOQ) should be included.

2.3 Deadline and Proposal Disposition

The exact deadline for Proposals is not known at this time. Village Staff will inform those Firms on the short list of the proposal deadline once known. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.4 Fees

The Village prefers the method of compensation for professional services to be based on hourly-charged personnel rates plus expenses, with a Total "Not To Exceed" cost.

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your Proposal, a list of current hourly rates and a total "Not To Exceed" cost for providing the proposed services to the Village. This "Not To Exceed" cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the "Not to Exceed" cost (i.e. change orders) will not be considered without a significant change in project scope.**

2.5 Firm Selection

Firm Selection will be based on the following:

- Approach to organizing and understanding of the project
- Responsiveness to requirements, terms, timeliness and conditions for performance of the project
- Familiarity with Village of Downers Grove policies and preferences
- Recognition of items related to project, including identification of design elements, and processes that will ultimately result in a quality, streamlined project
- Overall Not-to-Exceed Total Cost

2.6 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Firm shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of this project and to verify any representations made by the Village upon which the prospective Firm will rely. These investigations shall be limited to public property only. The monetary expenses incurred as a result of conducting these investigations shall be borne by the prospective Firm and shall not be the responsibility of the Village.

3. **PROJECT DELIVERABLES**

3.1 General

The Firm shall provide the following deliverables:

- Constructible plans, specifications, special provisions, and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format

approved by the Village. Plans shall be provided in AutoCAD format (2010 or later), and as .pdf documents. The cost estimates shall be in Excel format. Specifications shall be word format. CAD drawings must be created using legitimate AutoCAD software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Firm at no additional cost to the Village, and shall be at the discretion of the Village staff.

3.2 Deliverable Quantities and Deadlines

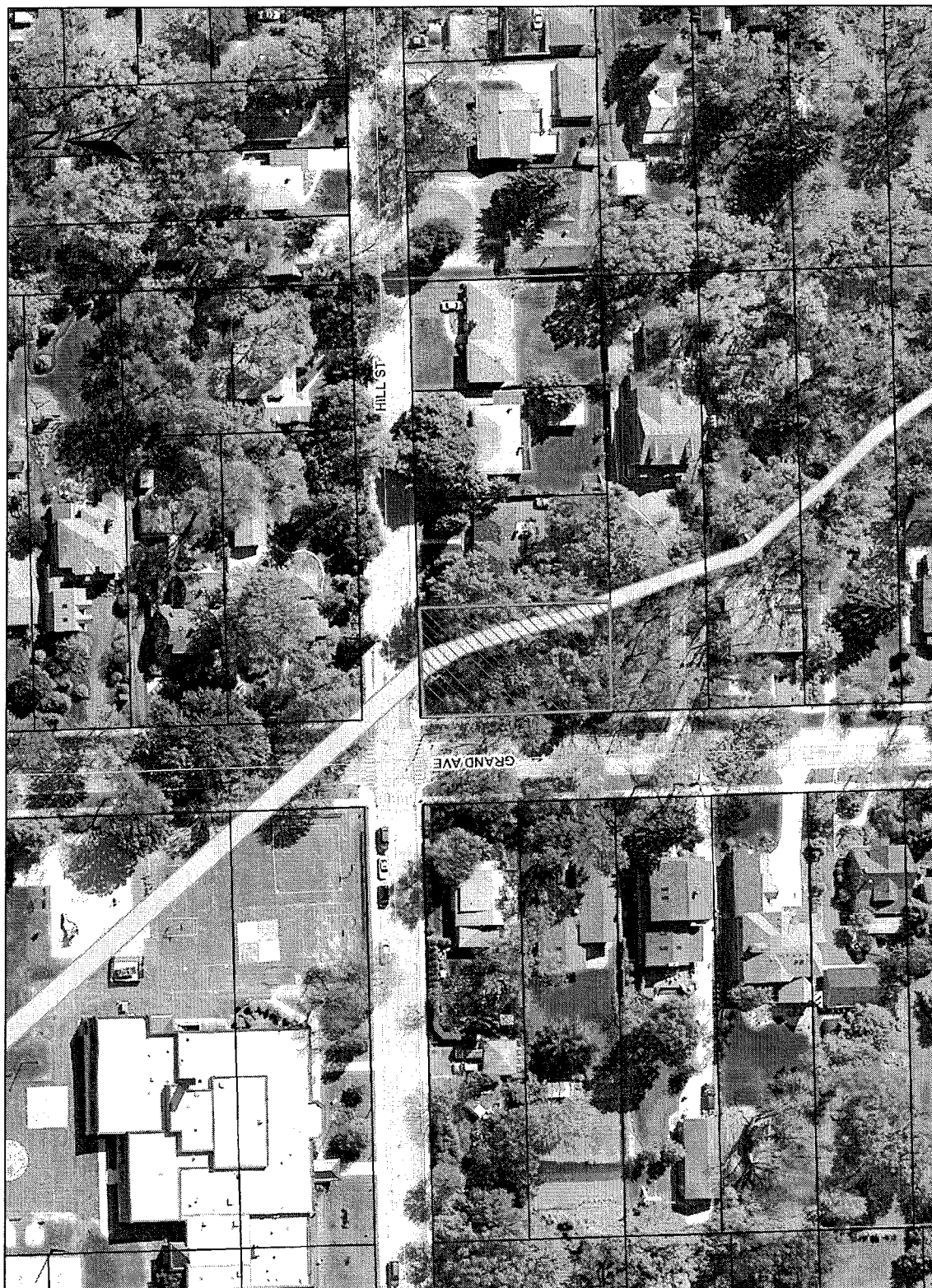
- Four (4) 1-hour project coordination meetings at Public Works including kick off meeting, and progress meetings at 50%, 90% and 100% submittals.
- Two (2) 2-hour public meetings at Public Works or an alternate location within the Village.
- Three (3) conceptual designs for each location Due June 15, 2012
- One (1) hard copy and (1) electronic copy of 50% plan set Due June 29, 2012
- One (1) hard copy and (1) electronic copy of 90% plan set Due August 6, 2012
- One (1) hard copy and (1) electronic copy of 100% plan set Due August 27, 2012
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

4. **CONTACTS**

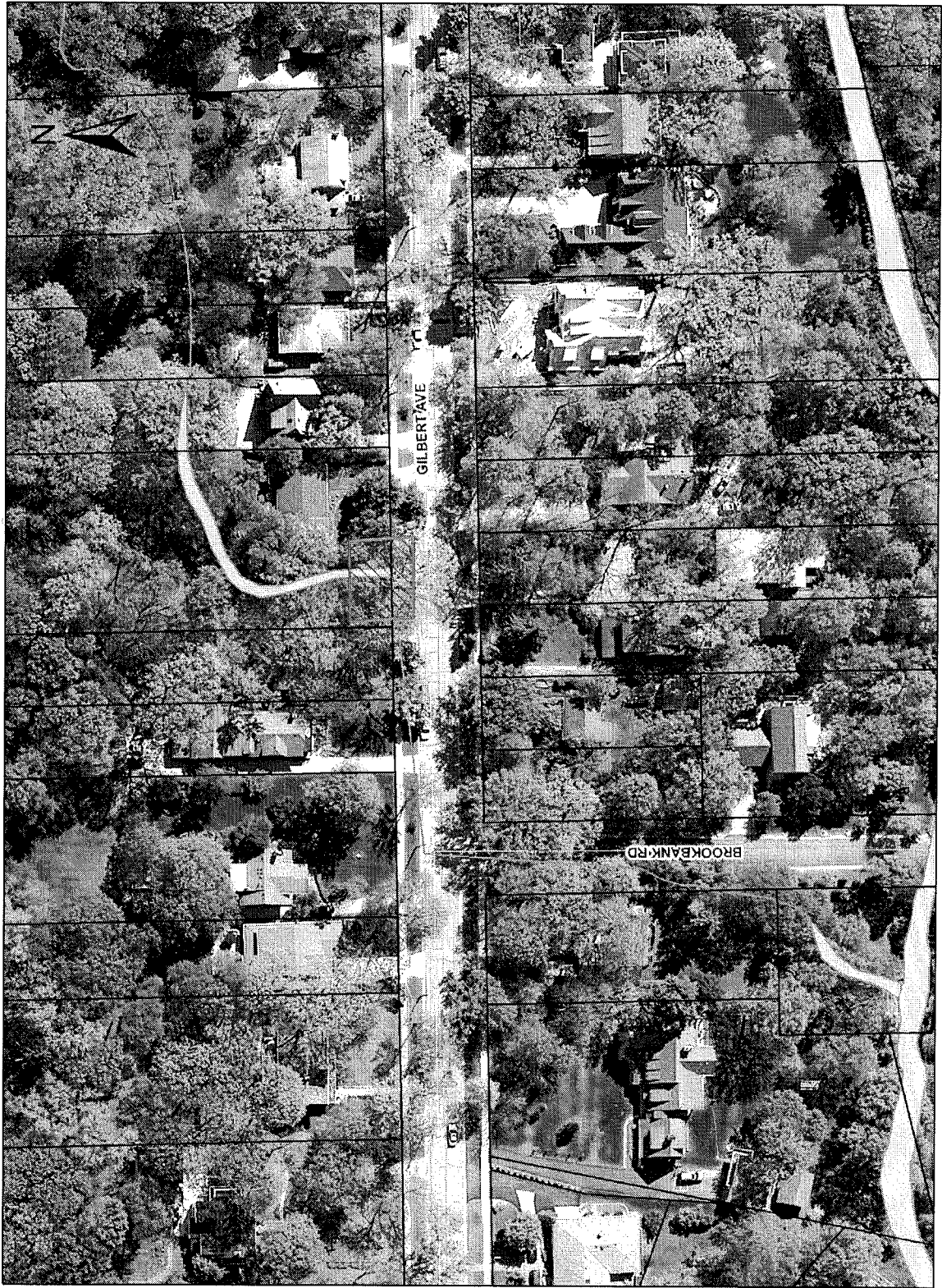
All questions concerning the project and/or submittal should be directed to:

Jim Tock, P.E.
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515
Phone 630-434-2453, Fax 630-434-5495

LOCATION MAP: HILL ST AND GRAND AVE CULVERT



LOCATION MAP: GILBERT AVE AND BROOKBANK RD CULVERT



V. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Selected Firm shall insert fee proposal here. DO NOT insert a form contract. This RFQ/RFP document including detail specs and Proposer's response will become the contract with the Village.)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

April 26, 2012

Village of Downers Grove
Department of Public Works
5101 Walnut Avenue
Downers Grove, IL 60515

Attention: Mr. Jim Tock, PE, Staff Engineer

Subject: **Proposal for Hill & Grand and Gilbert & Brookbank Headwall Replacement (Design)**

Dear Mr. Tock:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit one copy and one CD of our proposal to provide professional design services for the Hill & Grand and Gilbert & Brookbank Headwall Replacement project.

All the required services outlined in the Request for Qualifications will be provided in-house to assist with the successful completion of the upcoming assignment. Our combined services will be provided out of our headquarters in Rosemont which is less than half an hour away.

The proposed Project Team consists of staff members who have worked within the Village and are familiar with the policies and procedures. The primary contact person for this proposal is Mr. John Caruso, PE, who will act as Project Manager for this project. He is available to answer any of your questions regarding this proposal.

We trust that the attached material will demonstrate our enthusiasm, understanding, and expertise to perform the upcoming assignment. We very much appreciate the opportunity to submit our proposal and look forward to the next phase of the selection process. If you have any questions or need any additional information, please do not hesitate to us.

Sincerely,

A handwritten signature in black ink that reads "Christopher B. Burke". The signature is stylized and cursive.

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

PROJECT UNDERSTANDING/APPROACH

PROJECT UNDERSTANDING AND APPROACH

CBBEL understands the streambanks on either side of the existing culvert at Hill St and Grand Ave are composed of a concrete revetment mat that is beginning to deteriorate, and the debris prevention system (a large, movable grate) is in need of replacement. Due to the design of the current debris-prevention system, Village Staff must constantly raise and lower the grate to prevent debris from flowing downstream and structure flooding upstream. The entire culvert inlet system must be redesigned to adequately transition grades, stabilize the adjacent streambanks, and efficiently prevent debris from entering the culvert without significantly reducing inlet capacity. If the debris prevention system will involve raising and lowering a large grate, several alternatives (i.e. manual lift, powered lift, automated system with streaming video, etc.) must be provided.

The headwall at Gilbert Ave and Brookbank Rd is in good condition. However, to help prevent upstream structure flooding, the grate is chained in the open position at all times, allowing debris to enter the culvert. This culvert headwall/grate system must also be redesigned to efficiently prevent debris from entering the culvert without significantly reducing inlet capacity. If the debris prevention system will involve raising and lowering a large grate, several alternatives (i.e. manual lift, powered lift, automated system with streaming video, etc.) must be provided.

Since both culverts are located in residential areas, measures to child-proof the inlets must also be incorporated into the design.

The headwall replacement projects will require work within and adjacent to Special Management Areas including wetlands, floodplain, floodway, buffers and riparian area. A tabbed stormwater submittal will be prepared for both projects. Because the project at Hill and Grand on the South Branch of St. Joseph's Creek contains mapped floodway, that project will have to be permitted by DuPage County through their delegation from IDNR-OWR. The Gilbert and Brookbank project does not contain mapped floodway and could be permitted by the Village. CBBEL has significant experience in both study areas through our work with the Watershed Infrastructure Improvement Plan (WIIP) and the LOMR we prepared for the property owner at Gilbert and Brookbank. The permitting task would build on that previous experience and would include a wetland delineation, buffer delineation and riparian area analysis. The design would seek to limit impacts to wetlands, buffers or riparian areas. Any impacts to wetlands would have to be permitted through the U.S. Army Corps of Engineers or DuPage County. It is anticipated that the minor improvements would require a hydraulic analysis to verify that the riverine hydraulics would not be affected by the headwall improvement but detailed hydraulic modeling or compensatory storage/floodplain fill calculations would not be required.

KEYS TO THE PROJECT

Based on our team's experience and familiarity with the project site, we have identified the following keys to the project:

Debris Detention and Removal System

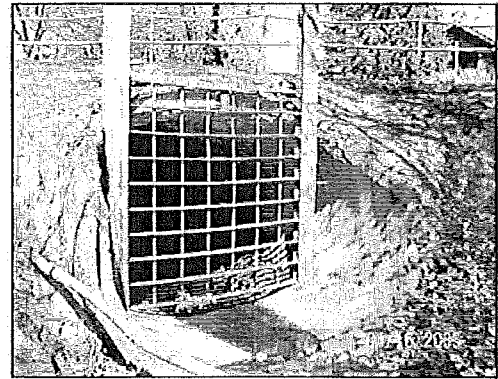
Hill Street and Grand Avenue

The debris detention and removal system CBBEL is proposing would use high density polyethylene (HDPE) trashrack fastened to a new poured in place concrete headwall as shown in exhibit (EX-1). The trashrack



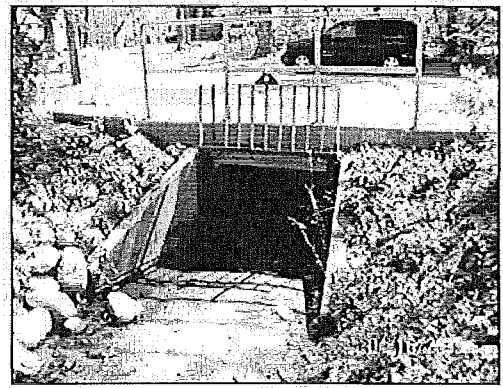
PROJECT UNDERSTANDING/APPROACH

would be in three approximately 50 inch wide by 108 inch tall sections, the middle (or all) section would be hinged at the bottom to allow access into the elliptical pipe for maintenance. The trashrack would be vertical or angled and be provided with a motorized trash rake that would allow debris to be removed. The trash rake would be an electro-mechanical device, operated via hand held wireless remote control. The trash rake would be mounted on a steel beam superstructure above the new trash rack and headwall a similar application is shown in exhibit (EX-3), and would allow debris to be removed and placed into a dumpster or Village dump truck. A reduction geared hand winch would be provided to lower and raise the center trashrack during periods of low water to allow inspection of the culvert.



Gilbert Avenue and Brookbank Road

The debris detention and removal system CBBEL is proposing for this location would be similar to the Hill Street and Grand Avenue culvert, however, trash removal would be by manual raking. A HDPE trashrack would be provided on stainless steel channels attached to the existing angled concrete wingwalls at an obtuse angle as shown in exhibit (EX-4). The raking operation would be by hand from the sidewalk.



SCOPE OF WORK

CBBEL will perform all necessary work required to prepare the plan set, specifications, special provisions, and cost estimate which includes the following:

1.0 SURVEY TASKS

All topographic information acquired as necessary to support the constructible plan set. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:

- Right-of-way monumentation recovered shall be clearly indicated on the plan sheets.
- The establishing of missing monumentation (property corners) is NOT required.
- Reference lines parallel to right-of-way lines. Base lines stationing south to north and west to east.
- Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
- Using NGVD 29 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
- Copies of all field notes and 3D electronic base maps of the identified segments in AutoCAD 2010 (including all shapefiles and linetypes) supplied to the Village. Consultant shall also provide the Village with Civil3D surfaces, alignments and corridors.
- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical and telephone, watermain, sanitary sewers and storm sewers. No digging for elevation verification of



PROJECT UNDERSTANDING/APPROACH

utilities will be required. Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation.

- Locations and identification of all above ground structures; i.e., mailboxes, utility poles, driveways, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
- Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
- Utilization of IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
- Plotting contour lines throughout the project with high points or low points indicated between similar contours.
- Base drawings showing rim and invert elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc., and elevations of roadway and driveway pavement over culverts. Information shall be tied with a leader to each referenced structure, not in a table format.

2.0 WETLAND TASKS

The following services for a wetland assessment and report are proposed to comply with Section 404 of the Clean Water Act and DuPage County Countywide Stormwater and Flood Plain Ordinance. Please note that for this proposal we have made the following permitting assumptions: 1) this project will be processed under the updated version of the Ordinance, and 2) this project will be processed by the USACE as a regional permit.

Task 2.1 – Field Reconnaissance: An investigation of the project site will be completed to determine the limits of any wetlands or waters of the United States present. The delineation will be completed based on the methodology established by the U.S. Army Corps of Engineers. Also during the site visit, wildlife and plant community qualities will be assessed. The limits of identified wetland or waters will be field staked so that they can be located in relation to the project coordinate system.

Task 2.2 – Threatened and Endangered Species Consultation: CBBEL will submit requests for threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR) and we will complete a review of threatened and endangered species in accordance with the U.S. Fish and Wildlife Service procedures.

Task 2.3 – Letter Report: The results of the field reconnaissance will be summarized in a letter report. The wetlands' generalized quality ratings, according to the Swink and Wilhelm Methodology (1994), will be included along with exhibits depicting the approximate wetland and project boundaries, National Wetland Inventory, Soil Survey, floodplain, USGS topography, site photographs and their locations, and the U.S. Army Corps of Engineers (COE) Routine On-Site Data Forms. If the delineation is field surveyed, that will be used as our base wetland boundary map, otherwise we will use the best available aerial photograph.



PROJECT UNDERSTANDING/APPROACH

Task 2.4 – DuPage County and US Army Corps of Engineers Applications: For the purposes of this proposal we have assumed this project will be processed as a regional permit, if this project is processed as an individual permit and under the revised DuPage County Countywide Stormwater and Flood Plain Ordinance. If these applications are process under different regulations a supplemental contract will be provided to cover those additional costs.

If wetlands or waters are impacted, the required exhibits, specifications, data and project information will be compiled and assembled in a permit application packages to the U.S. Army Corps of Engineers, the Illinois Environmental Protection Agency, United States Fish and Wildlife Service and Downers Grove/DuPage County. We will coordinate development of the documents with you and other project team members. This task may require meeting with the U.S. Army Corps of Engineers, City, County and other federal, state or other agency to coordinate permitting activities.

3.0 STRUCTURAL TASKS

CBBEL structural staff will prepare plans and specifications as required to design poured-in-place reinforced concrete headwall, wingwalls and apron for the Hill and Grand culvert. CBBEL structural staff will also prepare details and calculations for the retrofit of the existing end section at Brookbank and Gilbert to accept steel angle iron and trashrack mounting.

4.0 STORMWATER TASKS

CBBEL's stormwater engineers will provide the following services:

Hill and Grand:

Task 4.1 – Stormwater Calculations and Permit Submittal: The project location is within the mapped regulatory floodplain and mapped floodway. A permit submittal to DuPage County will be required for certification of the floodway construction in accordance with the County's floodway delegation from Illinois Department of Natural Resources - Office of Water Resources. CBBEL will prepare hydraulic calculations demonstrating that the proposed grate has a similar hydraulic capacity as the existing grate. A permit submittal will be prepared and submitted to DuPage County containing the necessary calculations, exhibits and a narrative describing the project.

Brookbank and Gilbert:

Task 4.1 – Stormwater Calculations and Permit Submittal: The project location is within the mapped regulatory floodplain, but there is no mapped floodway. CBBEL will prepare hydraulic calculations demonstrating that the proposed grate has a similar hydraulic capacity as the existing grate. A permit submittal will be prepared and submitted to the Village of Downers Grove containing the necessary calculations, exhibits and a narrative describing the project.

5.0 MECHANICAL TASKS

CBBEL's Mechanical/Electrical Department will design, prepare plans, details and specify the trashrack and debris removal system. The design will consist of a proposed HDPE trashrack with a mechanical/electrical trash rake device at Hill and Grand. It is assumed that the trashrack member spacing will be required to meet the existing trashrack spacing in order to secure a DuPage County/Downers



PROJECT UNDERSTANDING/APPROACH

Grove Stormwater Permit. The trashrack at Brookbank and Gilbert is proposed as an angled, fixed and bottom hinged HDPE rack with manual raking capability. CBBEL will design the electric service to the site and detail and specify the lifting/debris removal equipment.

CBBEL will also provide details of gabion basket (or other approved method) streambank stabilization to replace the existing, deteriorated concrete revetment mat adjacent to the culvert.

GENERAL (Revised May 4, 2012)

CBBEL will prepare three conceptual designs for each site including preliminary sketch exhibits and general description of each alternative. CBBEL will present the three alternatives to the Village in a Preliminary Design Memo (PDM) format and assumes a meeting will be held to discuss the alternatives. CBBEL will include preliminary cost estimates for each alternative and include proposed equipment manufacturer's catalog information (if available) to support each of the alternative designs.

CBBEL will prepare a cost estimate for final, Village-accepted improvement, at 50%, 90%, and 100% stages of design.

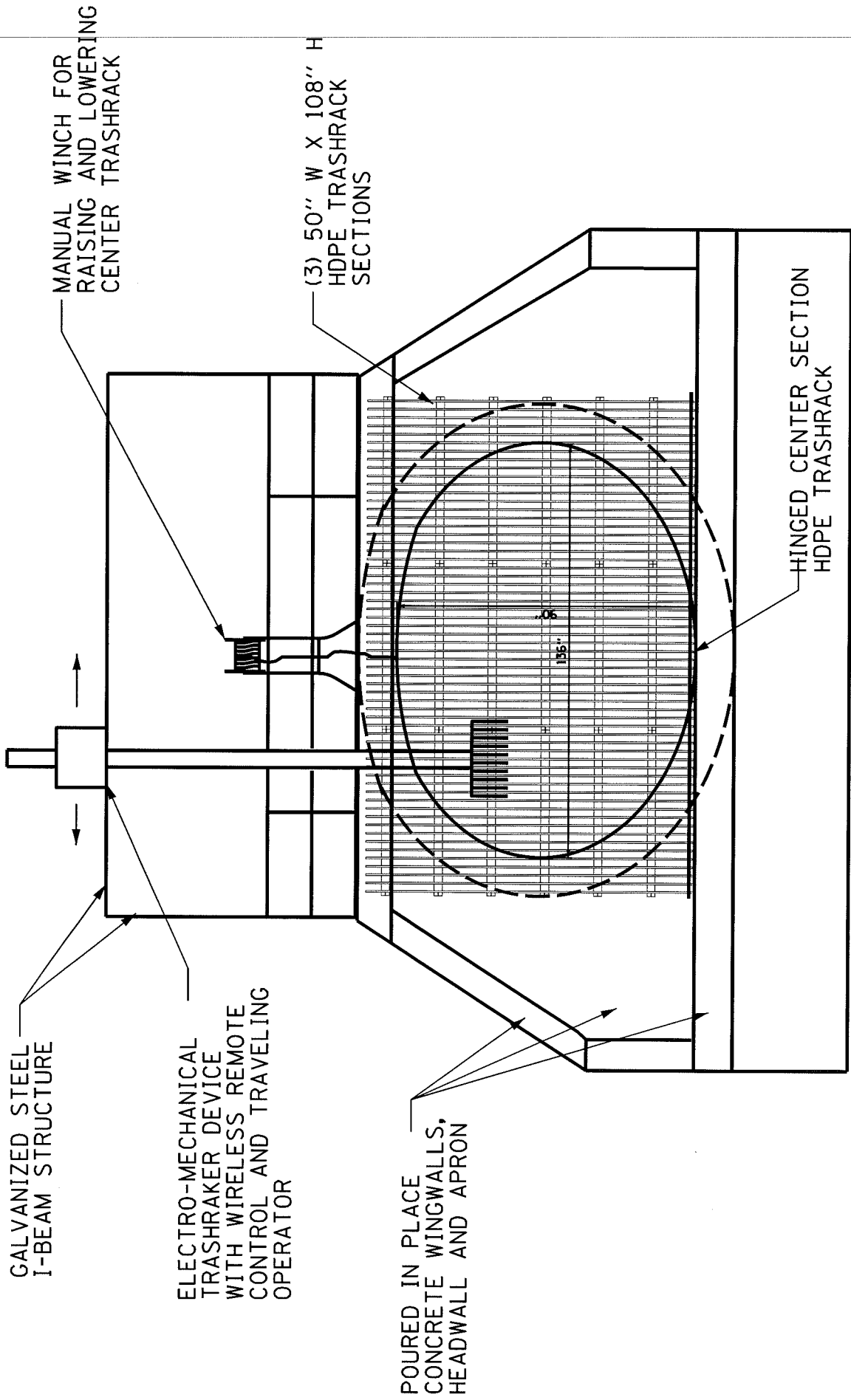
CBBEL will prepare specifications and special provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village's boilerplate contract documents.

Permit Submittals - CBBEL will submit any application for any required permits (i.e. USACE, Railroad, IEPA, IDOT, DuPage County Stormwater Management, IDNR-OWR, etc.) and coordination with all applicable agencies. CBBEL will perform all necessary work required to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). CBBEL will review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal. All necessary permitting will be the responsibility of CBBEL unless specifically excluded in this RFP.

CBBEL will make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required, which will be provided by CBBEL), and will perform all bidding duties. Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.

CBBEL will furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the project.





HILL ST. AND GRAND AVE. CULVERT

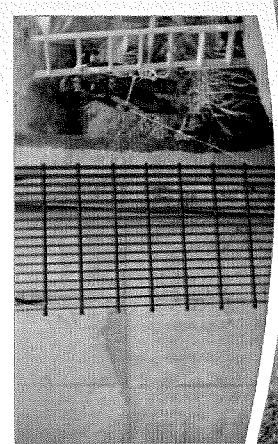
EXHIBIT (EX-1)

NOT TO SCALE



Ron Kolb, DIVCON, LLC
Contractor (Owensboro, Kentucky)

"We needed to find a more dependable and long-lasting trash rack because the existing steel trash racks at the Alcoa power plant were deteriorating. The trash racks will never rust or corrode or fall prey to marine growth fouling so we don't have to worry about costly plant shutdowns. We purchased our first HCS trash rack last year and because of its flawless performance, we bought two more."



Trash Racks

Designed to be rust-free and corrosion-free. FOREVER.

As a vital part of your water intake system, trash racks capture harmful water debris and prevent it from reaching – and damaging – your equipment.

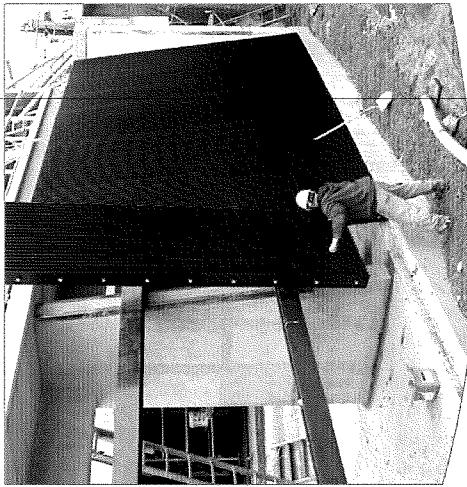
Made from high-density polyethylene (HDPE) that will never rust or corrode, our rugged trash racks have been engineered to provide years of service – and an excellent ROI.

Lightweight design, heavy-duty performance.

Unlike typical metal trash racks, the blades and spacers on our HDPE trash racks will never need recoating, making them practically maintenance-free. This unique material also resists marine growth, such as zebra mussel fouling, and prevents frazil ice and anchor ice from forming in cold climates.

The rack blades feature radius leading and trailing edges to reduce flow resistance, increasing efficiency by improving water passage to turbine units and pumps. Horizontal rods, made of solid pultruded FPR, provide high-impact strength against heavy debris.

Because our HDPE trash racks weigh much less than metal racks, they are remarkably easy to install, arriving fully assembled and ready for installation.



Count on performance:

- High-impact strength
- Corrosion- and vibration-free
- Resists marine growth and zebra mussels
- Prevents frazil ice adhesion and the formation of anchor ice
- Fully assembled and ready for installation
- Lightweight and easy to maintain
- Improves water passage to turbine units and pumps

BLADES & SPACERS

Continuously extruded HDPE

BLADES

Radius leading and trailing edges

HORIZONTAL RODS

Solid pultruded FPR

NUTS

Extruded HDPEVC

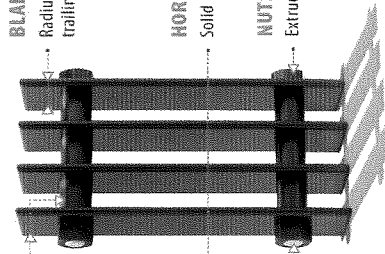
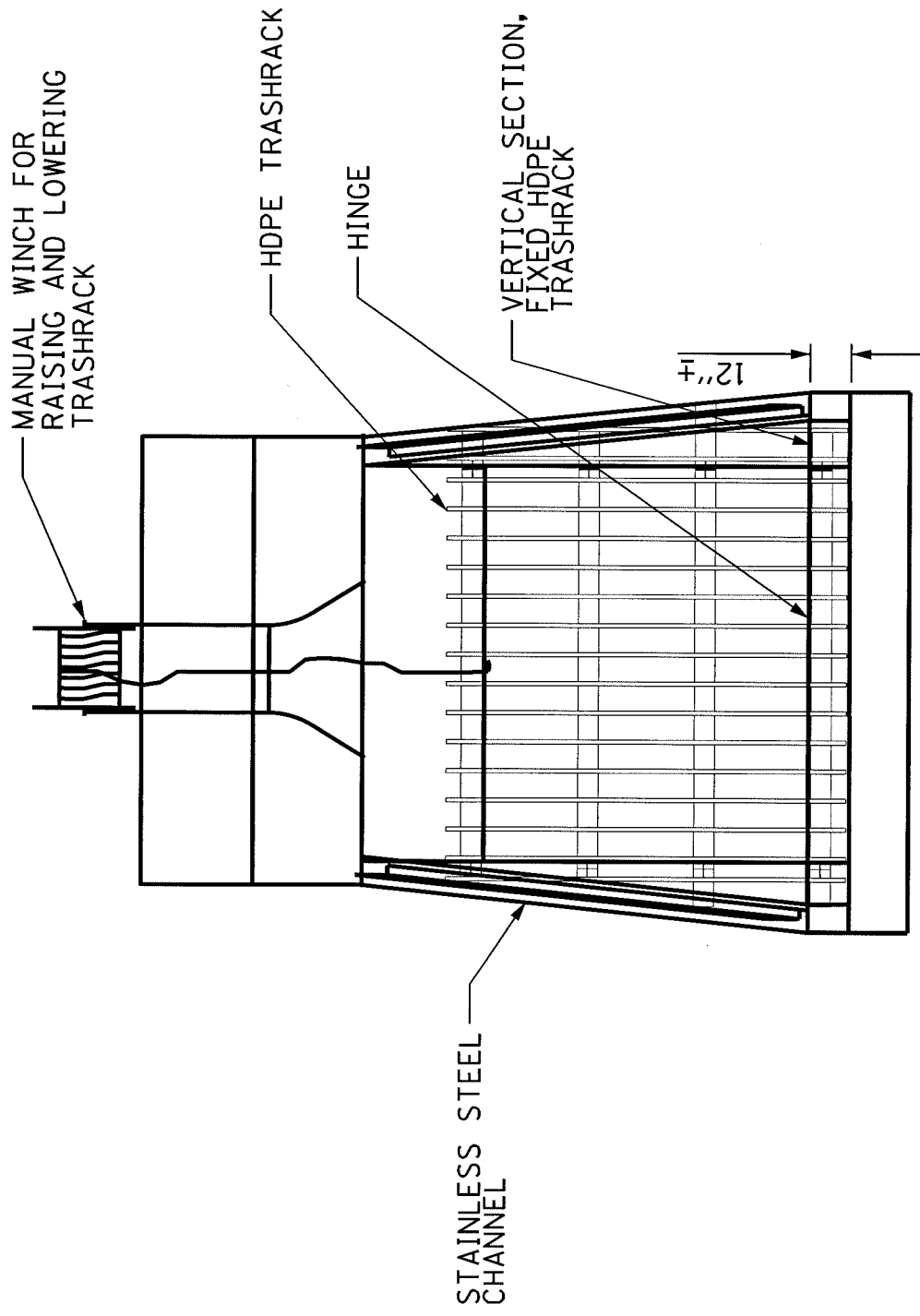


EXHIBIT (EX-3)



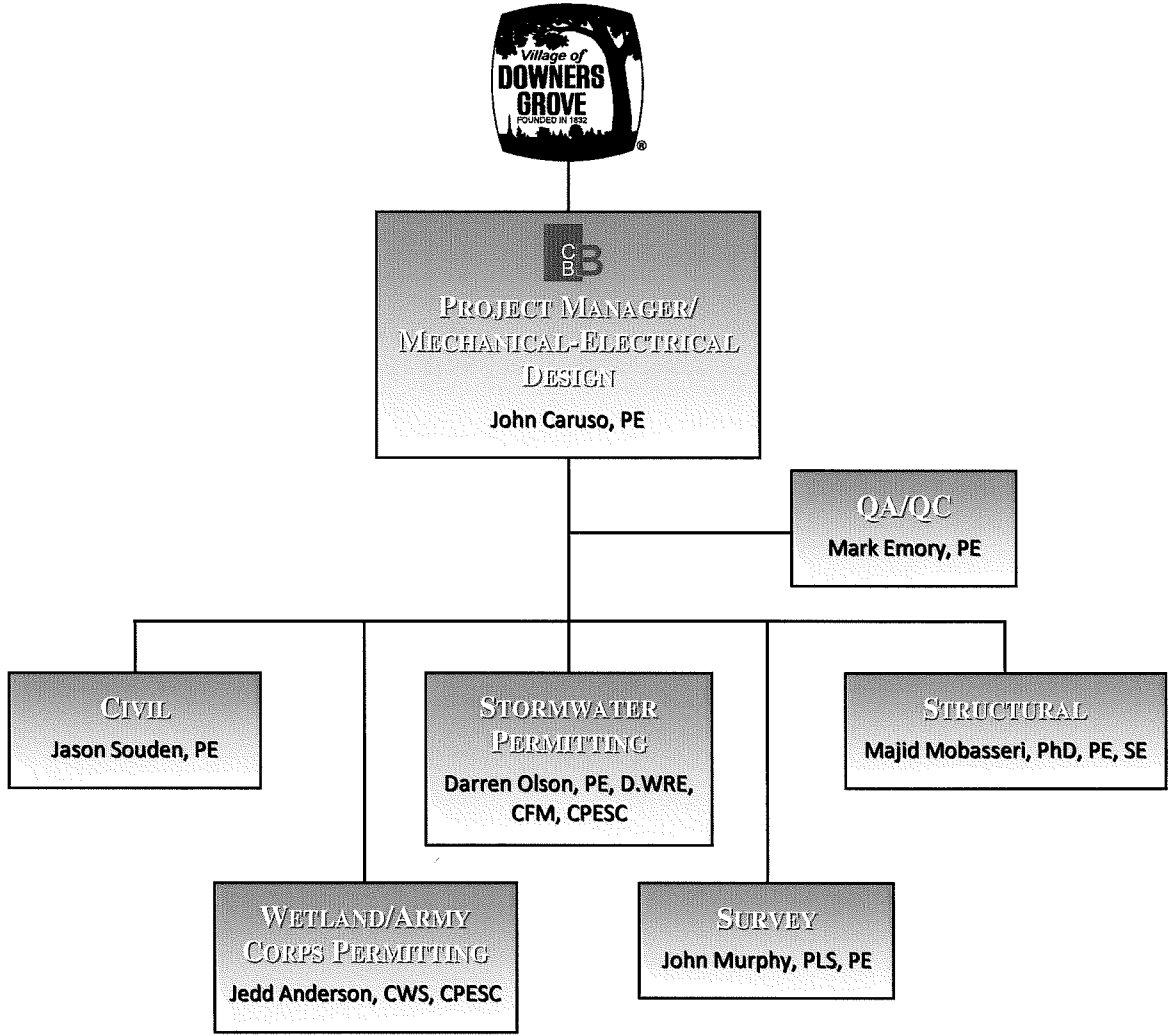
GILBERT AVE. AND BROOKBANK RD. CULVERT

EXHIBIT (EX-4)

NOT TO SCALE

SW-056/57

HILL & GRAND AND GILBERT & BROOKBANK HEADWALL REPLACEMENT (DESIGN)



PROJECT SCHEDULE

DELIVERABLES

- Four (4) 1-hour project coordination meetings at Public Works including kick off meeting, and progress meetings at 50%, 90% and 100% submittals.
- Two (2) 2-hour public meetings at Public Works or an alternate location within the Village.
- Three (3) conceptual designs for each location Due June 15, 2012
- One (1) hard copy and (1) electronic copy of 50% plan set Due June 29, 2012
- One (1) hard copy and (1) electronic copy of 90% plan set Due August 6, 2012
- One (1) hard copy and (1) electronic copy of 100% plan set Due August 27, 2012
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above.



VILLAGE OF DOWNERS GROVE
HILL & GRAND AND GILBERT & BROOKBANK HEADWALL REPLACEMENT (DESIGN)
SW-056/57

ENGINEERING DESIGN SERVICES
ESTIMATED WORK EFFORT

TASK	DESCRIPTION	RATE	PERSONNEL & HOURS							TOTAL HOURS	TOTAL
			ENGINEER V	ENGINEER III	ENGINEERING TECHNICIAN III	CAD II	ADMINISTRATIVE	SURVEYOR V	SURVEYOR III		
HILL AND GRAND CULVERT											
1.0	SURVEY TASKS										
1.1	TOPOGRAPHIC SURVEY							1	3	7	\$1,511.00
2.0	WETLAND TASKS										
2.1	FIELD RECONNAISSANCE		3	2							\$589.00
2.2	THREATENED AND ENDANGERED SPECIES CONSULTATION		1	2							\$423.00
2.3	LETTER REPORT		6	6			2				\$1,964.00
2.4	PERMIT APPLICATIONS		9	5	5		2				\$2,893.00
3.0	STRUCTURAL TASKS										
3.1	DESIGN OF HEADWALL, WINGWALLS & APRON		8	44			32				\$10,884.00
4.0	STORMWATER TASKS										
4.1	STORMWATER CALCULATIONS AND PERMITTING		10	9	6						\$3,497.00
5.0	MECHANICAL TASKS										
5.1	TRASHRACK DESIGN		8	16	40		2				\$7,840.00
5.2	ELECTRICAL DESIGN		8	24	40						\$8,664.00
SUBTOTAL HILL AND GRAND CULVERT											
GILBERT AND BROOKBANK CULVERT											
1.0	SURVEY TASKS										
1.1	TOPOGRAPHIC SURVEY							1	3	7	\$1,511.00
2.0	WETLAND TASKS										
2.1	FIELD RECONNAISSANCE		3	2							\$589.00
2.2	THREATENED AND ENDANGERED SPECIES CONSULTATION		1	2							\$423.00
2.3	LETTER REPORT		6	6			2				\$1,964.00
2.4	PERMIT APPLICATIONS		9	5	5		2				\$2,893.00
3.0	STRUCTURAL TASKS										
3.1	REPAIR DETAILS AND PLANS OF EXISTING WINGWALLS		1	12			8				\$2,873.00
4.0	STORMWATER TASKS										
4.1	STORMWATER CALCULATIONS AND PERMITTING		10	9	6						\$3,497.00
5.0	MECHANICAL TASKS										
5.1	TRASHRACK DESIGN		8	24	40		2				\$8,840.00
TOTAL HOURS											
			85	170	146	40	14	6	14	475	
SUBTOTAL GILBERT AND BROOKBANK CULVERT											
DIRECT COSTS											
											\$22,390.00
											\$1,000.00
											\$61,655.00

DIRECT COSTS INCLUDE ESTIMATES FOR REPRODUCTION SERVICES, POSTAGE/MESSANGER, MILEAGE, AND PHOTOS.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2012

<u>Personnel</u>	Charges*
	<u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

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

*Charges include overhead and profit

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 2009.

VI. 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

9575 W. Higgins Road, Suite 600

Street Address of Company

Rosemont, IL 60018

City, State, Zip

(847) 823-0500

Business Phone

(847) 823-0520

Fax

Date: April 26, 2012

jcaruso@cbbel.com

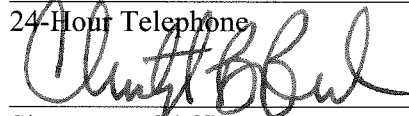
Email Address

John Caruso, PE

Contact Name (Print)

(847) 417-4215

24-Hour Telephone



Signature of Officer, Partner or Sole Proprietor

Christopher B. Burke, President

Print Name & Title

ATTEST: If a Corporation

Sherry Sparina
Signature of Corporation Secretary (Assistant)

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Christopher B. Burke Engineering, Ltd.
ADDRESS: 9575 W. Higgins Road, Suite 600
CITY: Rosemont
STATE: Illinois
ZIP: 60018
PHONE: (847) 823-0500 FAX: (847) 823-0520
TAX ID #(TIN): 36-3468939

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: *Christopher B. Burke*

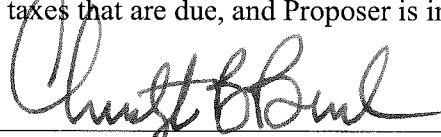
DATE: April 26, 2012

PROPOSER'S CERTIFICATION

With regard to Hill & Grand and Gilbert Brookbank Headwall Replacement (Design), proposer Christopher B. Burke Engineering, Ltd. hereby certifies
(Name of Project) (Name of Proposer)

the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer 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. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

3 6 - 3 4 6 8 9 3 9

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 26 day of April, 2012.


Notary Public



(Fill Out Applicable Paragraph Below)

Village of Downers Grove

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Illinois _____, which operates under the Legal name of Christopher B. Burke Engineering, Ltd. _____, and the full names of its Officers are as follows:

President: Christopher B. Burke, PhD, PE, D.WRE, F.ASCE

Assistant Secretary: Melissa Johandes

Treasurer: _____
and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

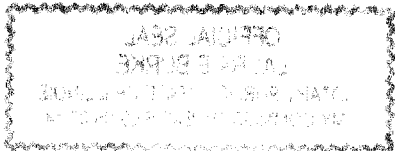
(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.



Village of Downers Grove

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Donne Insurance Group Assurance Assurance

Agent William Donne Robert Dufkis

Street Address 7777 W. 159th Street, Suite B One Century Centre
1750 E. Golf Road

City, State, Zip Code Tinley Park, IL 60477 Schaumburg, IL 60173

Telephone Number (708) 429-3100

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Christopher B. Burke Engineering, Ltd.

Print Name and Title of Authorizing Signature: Christopher B. Burke, President

Signature: 

Date: April 26, 2012

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: Christopher B. Burke Engineering, Ltd.

Address: 9575 W. Higgins Road, Suite 600

City: Rosemont Zip Code: 60018

Telephone: (847) 823-0500 Fax Number: (847) 823-0520

E-mail Address: cburke@cbbel.com

Authorized Company Signature: 

Print Signature Name: Christopher B. Burke Title of Official: President

Date: April 26, 2012

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.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

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

Under penalty of perjury, I declare:

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

Signature

Print Name

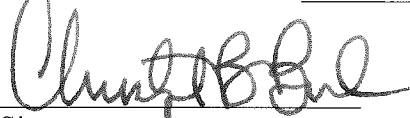
Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: Please refer to attached list
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____



Signature

Christopher B. Burke

Print Name

CAMPAIGN DISCLOSURE

Listed below are the following contributions given by Christopher B. Burke Engineering, Ltd. (CBBEL) within the last five years:

To whom contribution was made:	Year contribution made:	Amount:
Citizens for Brian J. Krajewski (2007 Mayor)		
<i>DuPage County Board</i>	2011	\$ 250
<i>Political Donation</i>	2010	\$ 500
Downers Grove Chamber of Commerce		
<i>Monthly Luncheon</i>	2008	\$ 50
Downers Grove Downtown Management Corp.		
<i>Meal</i>	2008	\$ 50
Downers Grove Economic Development Corp.		
<i>Pride in Partnership</i>	2008	\$5,000
Downers Grove Township Republican Organization		
<i>Political Donation</i>	2012	\$ 150
<i>Political Donation</i>	2010	\$ 400
<i>Political Donation</i>	2009	\$ 400
<i>Political Donation</i>	2008	\$ 400
<i>Political Donation</i>	2007	\$ 400
Education Foundation of Downers Grove District 58		
	2008	\$ 250
Rotary Club of Downers Grove		
<i>Grove Fest</i>	2010	\$ 250
Village of Downers Grove		
<i>Fireworks Sponsor</i>	2009	\$3,000
<i>Heritage Festival Sponsor</i>	2008	\$3,000
<i>Big Top Sponsor</i>	2008	\$ 500
<i>Heritage Festival Sponsor</i>	2007	\$3,000

Village of Downers Grove

VI. 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

9575 W. Higgins Road, Suite 600

Street Address of Company

Rosemont, IL 60018

City, State, Zip

(847) 823-0500

Business Phone

(847) 823-0520

Fax

Date: April 26, 2012

jcaruso@cbbel.com

Email Address

John Caruso, PE

Contact Name (Print)

(847) 417-4215

24-Hour Telephone


Signature of Officer, Partner or Sole Proprietor

Christopher B. Burke, President

Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary (Assistant)

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

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

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

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

Under penalty of perjury, I declare:

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

Signature Print Name

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

Print the following information:

Name of Contributor: Please refer to attached list
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

 Christopher B. Burke
Signature Print Name

CAMPAIGN DISCLOSURE

Listed below are the following contributions given by Christopher B. Burke Engineering, Ltd. (CBBEL) within the last five years:

To whom contribution was made:	Year contribution made:	Amount:
Citizens for Brian J. Krajewski (2007 Mayor)		
<i>DuPage County Board</i>	2011	\$ 250
<i>Political Donation</i>	2010	\$ 500
Downers Grove Chamber of Commerce		
<i>Monthly Luncheon</i>	2008	\$ 50
Downers Grove Downtown Management Corp.		
<i>Meal</i>	2008	\$ 50
Downers Grove Economic Development Corp.		
<i>Pride in Partnership</i>	2008	\$5,000
Downers Grove Township Republican Organization		
<i>Political Donation</i>	2012	\$ 150
<i>Political Donation</i>	2010	\$ 400
<i>Political Donation</i>	2009	\$ 400
<i>Political Donation</i>	2008	\$ 400
<i>Political Donation</i>	2007	\$ 400
Education Foundation of Downers Grove District 58		
	2008	\$ 250
Rotary Club of Downers Grove		
<i>Grove Fest</i>	2010	\$ 250
Village of Downers Grove		
<i>Fireworks Sponsor</i>	2009	\$3,000
<i>Heritage Festival Sponsor</i>	2008	\$3,000
<i>Big Top Sponsor</i>	2008	\$ 500
<i>Heritage Festival Sponsor</i>	2007	\$3,000



Village of Downers Grove Contractor Evaluation

Contractor: Christopher B. Burke Engineering

Project: SW-038 SUBWATERSHED I DRAINAGE IMPROVEMENTS (8TH AND CUMNOR STREET)

Primary Contact: Darren Olson Phone: 847-823-0500

Time Period: November 2008 to May 2010

On Schedule (allowing for uncontrollable circumstances) yes no

Provide details if early or late completion:

Change Orders (attach information if needed): Yes

Difficulties / Positives: Consultant provided adequate design that met the requirements for stormwater detention in the area, attended two resident meetings and responded to Village revisions and comments. A change order in the amount of \$7,200 was requested and approved for out of scope item which included (DuDOT) permit submittal, revisions to traffic control plans, grading plans, ADA ramps and details.

Interaction with public:

excellent good average poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

Well Satisfied Satisfied Not Satisfied

Should the Village contract with this vendor in the future? Yes No

Reviewers: Tom Topor

Date: 11/8/11

2012-2016 Capital Project Sheet

Project # **SW-056**

Project Description **Headwall Replacement, Hill and Grand**

Project summary, justification and alignment to Strategic Plan

This project involves capital maintenance to replace the deteriorating headwall and grate structure on the south branch of St. Joseph's Creek located at Hill Street and Grand Avenue. This project was numbered DR-025 until 2010.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
Professional Services				45,000	10,000					55,000
Land Acquisition										-
Infrastructure			X		450,000					450,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				45,000	460,000	-	-	-	-	505,000

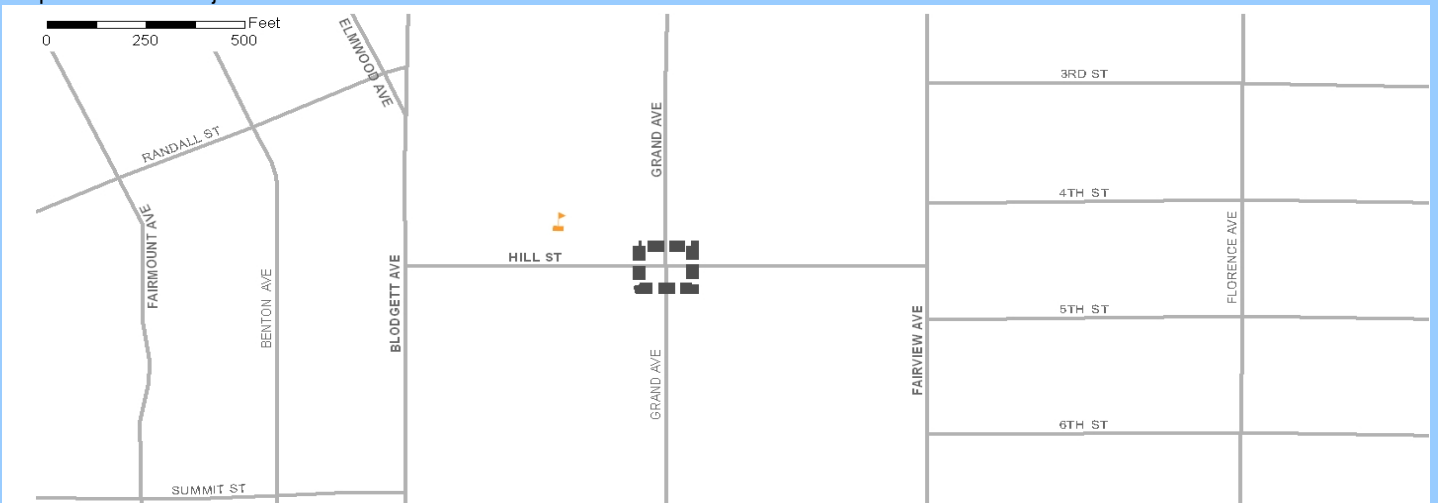
Funding Source(s)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
243-Stormwater Fund ▼	45,000	460,000					505,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	45,000	460,000	-	-	-	-	505,000

Project status and completed work Grants (funded or applied for) related to the project.
 Design and permitting are anticipated in 2012. None.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Planned improvements will not significantly affect future operating expenses.

Map/Pictures of Project



Priority Score **A**

Project Manager: **Andy Sikich**

Program: **347** Department: **Public Works**

2012-2016 Capital Project Sheet

Project # **SW-057**

Project Description **Headwall Replacement, Gilbert and Brookbank**

Project summary, justification and alignment to Strategic Plan

This project involves capital maintenance to replace the deteriorating headwall and grate structure on St. Joseph's Creek on the north side of Gilbert Avenue at Brookbank Road. This project was numbered DR-026 until 2010.

Cost Summary	<div style="display: flex; flex-direction: column; align-items: center;"> New Maintenance Replacement </div>			FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
				Professional Services				30,000	10,000	
Land Acquisition										-
Infrastructure			X		300,000					300,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				30,000	310,000	-	-	-	-	340,000

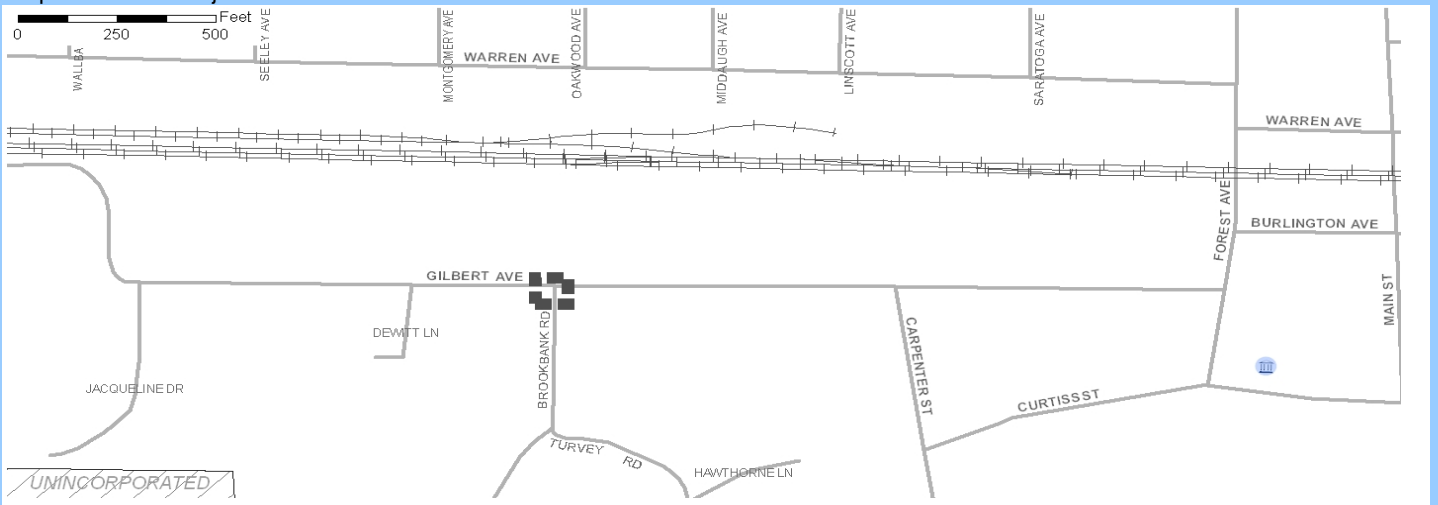
Funding Source(s)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
243-Stormwater Fund ▼	30,000	310,000					340,000
▼							-
▼							-
▼							-
TOTAL FUNDING SOURCES	30,000	310,000	-	-	-	-	340,000

Project status and completed work Grants (funded or applied for) related to the project.
 Design and permitting are anticipated in 2012. None.

Impact-annual operating expenses	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Planned improvements will not significantly affect future operating expenses.

Map/Pictures of Project



Priority Score **A**

Project Manager: **Andy Sikich**
 Program: **347** Department: **Public Works**