VILLAGE OF DOWNERS GROVE REPORT FOR THE VILLAGE COUNCIL WORKSHOP APRIL 8, 2014 AGENDA

SUBJECT:	TYPE:		SUBMITTED BY:	
		Resolution		
Roadway Reconstruction, Clyde		Ordinance		
Estates – Design Engineering	✓	Motion	Nan Newlon, P.E.	
(ST-034 & SW-053)		Discussion Only	Director of Public Works	

SYNOPSIS

A motion is requested to award a design contract for Roadway Reconstruction, Clyde Estates to Christopher B. Burke Engineering, Ltd. (CBBEL) of Rosemont, Illinois in the amount of \$98,267.40. This contract total includes a 10% contingency.

STRATEGIC PLAN ALIGNMENT

The Goals for 2014 to 2018 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The adopted FY14 budget includes \$175,000.00 for professional services in the Capital Projects Fund and \$50,000.00 for professional services in the Stormwater Fund.

RECOMMENDATION

Approval on the April 8, 2014 consent agenda.

BACKGROUND

The project will consist of roadway reconstruction of 60th Place, Clyde Avenue, Washington Street and Webster Street within Clyde Estates subdivision. Stormwater improvements are also included in the scope of the project. The consultant will analyze the local drainage and design improvements based on a sustainable approach to stormwater management. The scope of the project will also include design of new sidewalks throughout the subdivision. The consultant will provide construction ready plans and specifications and construction is planned for 2015.

The Village posted a request for qualifications and pre-qualified six firms. Each of the six firms submitted proposals for final design of the project. Staff recommends award of this contract to Christopher B. Burke Engineering, Ltd. (CBBEL) based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. CBBEL proposed the lowest fee.

CBBEL is currently working finalizing plans for Hill and Grand Headwall Replacement Project. They have successfully completed design for 8th and Cumnor stormwater improvements and 63rd and Springside signal improvements in 2009. They have extensive roadway reconstruction and stormwater design experience and have satisfactorily completed various projects for other local municipalities, including roadway and drainage improvements for Glendale Heights and Bartlett.

ATTACHMENTS

Contract Document Signature Page Campaign Disclosure Capital Project Sheets ST-034 and SW-053 Contractor Evaluation Form

VILLAGE OF DOWNERS GROVE COUNCIL ACTION SUMMARY

INITIATED:	Public Works	DATE: April 8, 2014				
	(Name)					
RECOMMENDA	·	FILE REF: ST-034 & SW-053 oard or Department)				
NATURE OF AC	<u>'TION</u> :	STEPS NEEDED TO IMPLEMENT ACTION:				
Ordinance		Motion to authorize execution of a roadway reconstruction design contract with Christopher B.				
Resolution		Burke Engineering, Ltd. in the amount of \$89,334.00 plus 10% contingency in the amount of \$8,933.40 for a				
X Motion		total not-to-exceed amount of \$98,267.40 for Clyde Estates Subdivision.				
Other						
SUMMARY OF ITEM: Adoption of this motion shall authorize execution of a roadway reconstruction design contract with Christopher B. Burke Engineering, Ltd. in the amount of \$89,334.00 plus 10% contingency in the amount of \$8,933.40 for a total not-to-exceed amount of \$98,267.40 for Clyde Estates Subdivision. RECORD OF ACTION TAKEN:						

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REQUEST FOR PROPOSAL (Professional Services)

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

Project Name: <u>Roadway Reconstruction, Clyde Estates – DESIGN</u>

ENGINEERING

Proposal No.: <u>ST-034 & SW-053</u>

Proposal Due: Wednesday, March 5, 2014 @ 10:00 A.M.– Public Works

Pre-Proposal Conference: <u>Not Required</u>

Required of Awarded Contractor:

Certificate of Insurance: Yes

Date Issued: Wednesday, February 19, 2014

This document consists of <u>28</u> pages.

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

TOM J TOPOR, PE PROJECT ENGINEER VILLAGE OF DOWNERS GROVE 5101 WALNUT AVENUE DOWNERS GROVE, IL 60515

> PHONE: 630/434-5487 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 PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and one additional copy in electronic format 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 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 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to Wednesday, March 5, 2014 @ 10:00 A.M.
- 1.3 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Tom J. Topor, PE, in a sealed envelope marked "SEALED PROPOSAL for Roadway Reconstruction, Clyde Estates DESIGN ENGINEERING". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this 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 our 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, 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 of Downers Grove 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.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

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

6. USE OF VILLAGE'S NAME

6.1 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.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 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.

8. NONDISCRIMINATION

- 8.1 Proposer shall, as a party to a public contract:
 - (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it 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.
- 8.2 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 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 1210l et. seq.

9. SEXUAL HARASSMENT POLICY

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

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 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
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

- 10.1 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:
 - 10.1.1 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 disability unrelated to ability, order of protection status, military status, 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.
 - 10.1.2 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.
 - 10.1.3 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 disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
 - 10.1.4 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 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.

- 10.1.5 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.
- 10.1.6 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.
- 10.1.7 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 subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the 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.
- 11.2 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.
- 11.3 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.

- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PREVAILING WAGE ACT

- 12.1 If applicable, Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Proposer or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.
- 12.2 Proposer and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for three (3) years from the date of the last payment on the public work.
- 12.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 12.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and

accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

- 12.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.
- 12.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

13. PATRIOT ACT COMPLIANCE

13.1 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 Contract 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.

14. INSURANCE REQUIREMENTS

- 14.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:
 - 14.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 14.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 14.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of

- any person other than the Proposer's employees;
- 14.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
- 14.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 14.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- 14.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 14.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 14.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

15. CAMPAIGN DISCLOSURE

- 15.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 15.2 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.
- 15.3 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.
- 15.4 By signing the bid or proposal 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.

16. SUBLETTING OF CONTRACT

16.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

17. TERM OF CONTRACT

17.1 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.

18. TERMINATION OF CONTRACT

18.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or 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 termination.

19. BILLING & PAYMENT PROCEDURES

- 19.1 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.
- 19.2 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.
- 19.3 Please send all invoices to the attention of Jim Tock, Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515.

20. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

20.1 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.

21. STANDARD OF CARE

21.1. 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.

- 21.2 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.
- 21.3 For Professional Service Agreements: 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.

22. GOVERNING LAW

22.1 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.

23. SUCCESSORS AND ASSIGNS

23.1 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.

24. WAIVER OF CONTRACT BREACH

24.1 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.

25. AMENDMENT

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

26. NOT TO EXCEED CONTRACT

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 who have executed the Contract.

27. SEVERABILITY OF INVALID PROVISIONS

27.1 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.

28. NOTICE

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

29. COOPERATION WITH FOIA COMPLIANCE

29.1 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.)

III. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES/DELIVERABLES

1.1 The firm selected by the Village pursuant to this RFP is not authorized to perform work for the Village until a fully executed and authorized Professional Services Agreement is in place.

1.2 <u>Project Description</u>

Clyde Estates subdivision is bound by 59th Street on the north, Main Street on the west, 61St Street on the south, and Lyman Avenue (extended) on the east (see attached location map). This subdivision was built in the late 1960's with a rural typical cross section (i.e. no curbs). The area is served by existing watermain and sanitary sewers. Stormwater is primarily conveyed by roadside ditches. Short small diameter sections of storm sewer exist at the north and south end of the project limits.

The Consultant will provide construction ready plans which shall include the following improvements:

Roadway Improvements - The proposed improvements will include reconstruction of the existing roads preserving the existing rural road cross section. It is intended that the existing pavement will be improved utilizing appropriate road reconstruction methods as deemed necessary. As an alternative to complete removal and reconstruction, the Consultant is to investigate an option of reconstructing the existing pavement through the use of Full Depth Reclamation (FDR) of the base with an asphalt surface overlay. Consultant is to verify the feasibility of this approach based on the existing roadway geometry, pavement core data and cost. Any testing specifically necessary to analyze the applicability of FDR, or to determine the appropriate FDR mix design shall be included in the Consultant's scope of work. A geotechnical investigation of the existing pavement section and sub-base materials shall also be included in the Consultant's scope of work.

<u>Stormwater Improvements</u> – The severity of stormwater drainage problems in these areas range from low to moderate. Frequent complaints include street and yard flooding. A Localized Poor Drainage Area (LPDA) including portions of multiple properties has been identified near the south end of the subdivision. The Consultant shall analyze the local hydrology and propose recommended improvements. The design should be based on a sustainable approach to alleviate drainage problems without impacting the downstream system. An option for residents to select a bio-swale in lieu of a standard roadside ditch section shall be incorporated into the plans, to be utilized on a case by case basis where residents indicate a willingness to maintain them.

<u>Sidewalk Improvements</u> – Design for a new sidewalk on one side of each street within the subdivision shall be incorporated into the scope of the project. All sidewalks shall be designed in accordance with the latest ADA, PROWAG and Illinois Accessibility Code requirements.

1.3 Scope and Schedule

The Consultant will be required to perform all necessary work required to prepare the plan set, specifications, Special Provisions, and cost estimate which includes the following:

- 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:
- Reference lines parallel to right-of-way lines. Base lines stationed south to north and west to east.
- Existing centerline elevations shall be shown at low points, high points, other significant slope breaks, and at a maximum interval of twenty-five (25) feet.
- Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a 15-foot width of the private property adjoining each side of the right-of-way (ROW), and shall include all adjacent building faces (regardless of distance from the ROW). Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
- All survey work shall use NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
- Copies of all field notes and electronic base maps of the identified segments in AutoCAD Civil3D (v.2010 or later) supplied to the Village. Plans shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD Civil3D format (2010 or later), and as .pdf documents. CAD drawings must be created using legitimate AutoCAD Civil3D 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 Consultant at no additional cost to the Village, and shall be at the discretion of the Village staff. Surface data shall also be provided. Copies of all support files (.shx, .ctb., etc) as may be necessary to plot a completed drawing shall be provided to the Village by the surveyor.
- Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical, telephone, and 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, driveway, 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 <u>at base of tree</u>. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
- Utilizing IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
- Contour lines plotted throughout the project with high points or low points indicated

- between similar contours.
- Plan views shown at a scale of 1'' = 20'.
- Providing compatible drawing files (AutoCAD Civil3D 2010 or later) on compact disk or other media approved by the Village. The Village will provide a template file and title block upon Consultant's request.
- Obtain and include on final plans 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.
- 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.
- Placement of at least two benchmarks on site.
- b. Final Plans shall include, but may not be limited to:
 - Cover Sheet
 - General Notes and Summary of Quantities
 - Earthwork Schedule
 - Typical Sections and Construction Details
 - Construction Phasing
 - 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
- c. Cost estimate for 50%, 90% and final plans.
- d. 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.
- e. Permit Submittals Application for any required permits (i.e. IEPA, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work (if required) to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Consultant 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 Consultant unless specifically excluded in this RFP.
- f. The Consultant 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 Consultant), 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.

- g. The Consultant 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 chosen alternative.
- h. The Proposer 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 3 of this RFP.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

One original and two copies of the statement of proposal (one copy to be in the form of a .pdf file on a CD) shall be submitted in an $8 \frac{1}{2} \times 11$ format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Proposed project schedule
- "Not to Exceed" Fee Proposal w/hourly breakdown.

The proposals shall be succinct, and directly relevant to this project. <u>Maximum number of pages for consultant generated proposal information shall be approximately 20 single sided or 10 double sided.</u> Double sided printing is allowable and encouraged. Only those persons planned to be directly involved with this project should be included. Also, please identify the physical location of the project team members.

2.2 <u>Deadline and Proposal Disposition</u>

Complete, sealed proposals shall be due NOT LATER than **10:00 A.M. on March 5, 2014**. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.3 Fee Proposal

The Village of Downers Grove 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.

2.4 Consultant Selection

Consultant 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

2.5 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Proposer 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 Proposer 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 Proposer and shall not be the responsibility of the Village.

3. PROJECT DELIVERABLES

3.1 General

The Consultant shall provide the following deliverables not later than the time specified:

• 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 Civil3D format (2010 or later), and as .pdf documents. The cost estimates shall be in Excel format. Specifications shall be word format.

3.2 Deliverable Quantities

- 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) 1-hour meetings at Public Works including pre-bid meeting, bid opening and preconstruction meeting.
- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due August 15, 2014
- One (1) hard copy and (1) electronic copy of 90% plan set and EOPC due October 31, 2014
- One (1) hard copy and (1) electronic copy of 100% plan set and EOPC due December 5, 2014

Village of Downers Grove

• 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:

Tom Topor, PE Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515 Phone 630-434-5487 Fax 630-434-5495

LOCATION MAP - CLYDE ESTATES 59TH ST 60TH PL 60TH PL 61ST ST Legend

Active LPDA

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

(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village.)

Clyde Estates

- ROADWAY RECONSTRUCTION AND DRAINAGE IMPROVEMENTS -



Request For Proposal (Professional Services)

March 5, 2014





Submitted To:

Tom J. Topor, PE Village of Downers Grove 5101 Walnut Avenue Downers Grove, Illinois 60515

Submitted By:

Andrew M. Pufundt, PE Christopher B. Burke Engineering, Ltd. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

March 4, 2014

Village of Downers Grove 5101 Walnut Avenue Downers Grove, IL 60515

Attention:

Tom J. Topor, P.E.

Project Engineer

Subject:

Request for Proposal (Professional Services)

Downers Grove Proposal No. ST-034 & SW-053

Clyde Estates - Roadway Reconstruction and Drainage Improvements

Dear Mr. Topor:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit two hard copies (one original copy and one duplicate copy) and one electronic copy (.pdf) on a compact disc of our proposal to provide professional Phase II Engineering Services for the Village of Downers Grove. We appreciate being short listed and are pleased to submit this proposal. If selected, we understand and accept Section II: Terms and Conditions for inclusion in the general contract.

Our staff is looking forward to the opportunity to expand our working relationship. The proposed Project Team consists of a majority of staff members who have worked within the Village and are familiar with the policies and procedures. The primary contact person for this Request for Proposals is Mr. Andrew Pufundt, P.E., who will act as Project Manager for this work.

CBBEL's extensive experience and strong commitment to serving our clients will allow us to provide the Village with an unparalleled combination of technical expertise and customer service.

If you have any questions or need any additional information, please do not hesitate to contact myself or Andrew Pufundt.

Sincerel

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE

President

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- REQUIRED FORMS

TAB 2 PROPOSER'S RESPONSE TO RFP (PROFESSIONAL SERVICES)

- UNDERSTANDING OF RESPONSIBILITIES AND SCOPE OF SERVICES
- PROJECT TEAM
- PROJECT SCHEDULE
- FEE PROPOSAL WITH HOURLY BREAKDOWN



PROJECT UNDERSTANDING

CBBEL understands that the Village of Downers Grove would like to complete roadway reconstruction and drainage improvements throughout the Clyde Estates subdivision which shall include the following:

- Reconstruction of residential roadways (approximately 5,250 lineal feet) to match existing rural cross section.
- Full Depth Reclamation (FDR) will be evaluated as a potential method of rehabilitation based on roadway geometry, pavement core data and cost.
- Geotechnical investigation of existing pavement composition, including environmental testing for IEPA CCDD and feasibility of FDR.
- Review the areas identified as Localized Poor Drainage Areas (LPDA) and propose improvements to reduce likelihood of flooding. Residents may opt to install a bio-swale in lieu of roadside ditch.
- Construct ADA compliant sidewalk on one side of each street.

PROJECT APPROACH

After agreements are executed, CBBEL will schedule a kickoff meeting with the Village to discuss the goals and objectives of the project, formalize working relationships and review the design schedule.

Key elements of the kickoff meeting will include the following:

- Verification of scope of improvements.
- Establish primary points of contact between the Village and CBBEL.
- Discuss design criteria to be used.
- Identify possible issues with design, permitting and construction.
- Discuss project elements and opportunities.
- Consider areas with historical drainage problems.
- Review existing conditions, aerial topographic map, and utility atlases.
- Coordinate project phasing and construction sequencing.

Subsequent to the kickoff meeting, CBBEL will initiate the following:

- Topographic survey and right-of-way verification
- Field investigation of existing conditions
- Securing atlases of all public and private utilities

Upon completion of these tasks, CBBEL will prepare a technical project summary report to the Village for review. The report will detail design parameters (using Village and IDOT standards), phasing of the



project, evaluation of the construction limits as they pertain to the Village's budget, feasibility of Full Depth Reclamation (FDR), findings of Localized Poor Drainage Areas (LPDA), proposed sidewalk alignment, drainage analysis, geotechnical analysis, sewer condition assessment, and identification of any easements that may need to be acquired. Confirmation of design approach is requested of the Village prior to commencing with design plans.

CBBEL will then prepare preliminary plans (50%), specifications and cost estimate. Additional meetings will be held with the Village and other agencies, as required, to review and refine the plans for pre-final and final submittals.

KEYS TO THE PROJECT

The proposed Project Team has reviewed the scope of work and has identified several keys to the projects.

Sidewalk Alignment – During the Kick-Off Meeting, the location of the proposed sidewalk can be discussed. The topographic survey will identify the size and location of all trees within the right-of-way and the drainage pattern of the roadside swale. Both sides of each street will be evaluated during the design to determine the least impact to mature trees, drainage patterns, existing utilities, and driveway elevations. The location of the proposed sidewalk will be largely dependent upon the parkway conditions and pedestrian accessibility. Regardless of where the proposed sidewalk is installed, the contract documents will include provisions for the care and protection of trees and existing utilities during construction. As municipal



Washington Street - Clyde Estates

engineers for several communities, CBBEL understands the importance of trees to a community. Tree damage occurs not only from excavation, but also from construction equipment that breaks overhead branches. We have licensed arborists on staff who will visit the project prior to the preliminary plan submittal to determine if any of the overhead branches will conflict with the proposed improvements. We will report our findings to the Village to allow Village forces the opportunity to trim these trees prior to construction. Tree root pruning and trunk protection will be specified based on the location of the trees and the proposed improvements.

Full Depth Reclamation — CBBEL will investigate an alternative to reconstructing the Clyde Estates subdivision through the use of Full Depth Reclamation (FDR) with a surface overlay. CBBEL's subconsultant will perform the geotechnical investigation throughout the neighborhood to determine the pavement's composition. These results will be analyzed to determine whether FDR is the correct method of rehabilitation. Age of the asphalt, gradation, strength and thicknesses of the material, types of distresses, presence of geotextile fabric, drainage pattern, moisture conditions, and costs will be included in the evaluation.

Localized Poor Drainage Areas (LPDA) -

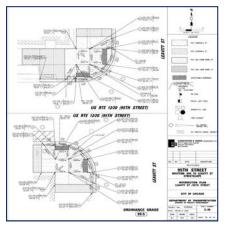
This study area is located on the drainage divide between Prentiss Creek and St. Josephs Creek Watershed. understand that it is part of Localized Poor Drainage Area (LPDA) PR 146 and PR 147. It appears from a review of the aerial topographic information that these LPDAs coincide with a low spot on Clyde Avenue and in the rear yards at the southeast side of the study area. This area was not identified as a Problem Area the Watershed Infrastructure Improvement Plan (WIIP).



LPDA Map - Clyde Estates

On-Street Parking and Access During Construction — A major concern for residents will be access to their homes during construction. Notices of construction will be issued to residents notifying them of the upcoming work and what to expect. Our experience shows that keeping property owners informed early on in the process reduces these concerns. CBBEL will develop recommendations to maintain traffic, access, garbage pick-up and parking. Recommendations will likely include staging construction to minimize access and parking issues while maintaining a work zone for the contractor. These recommendations will be presented to the Village for review and comment prior to being presented at the Public Meetings.





Sample CBBEL ADA Sidewalk Plan

ADA Compliance – CBBEL recognizes that providing a facility which is accessible to a population with a variety of access needs is very important. As ADA compliance is a necessity, CBBEL will analyze and provide a design that meets ADA policies.

All new sidewalks will be designed to meet ADA guidelines and any existing sidewalk ramps that do not meet ADA standards will be upgraded as part of the project.

Utility Coordination – Upon Notice to Proceed, CBBEL will immediately send project location maps to all the appropriate utility companies to obtain their atlases. The existing utilities will be added to our base sheets. CBBEL will then send preliminary plans with potential conflicts identified, and will set up meetings to discuss necessary utility relocations or plan adjustments. A set of final plans will be submitted to utility companies for verification of facilities and in order for the utilities to design any necessary relocations. This will minimize any unforeseen delays or cost during construction.



Quality Assurance/Quality Control - Below is a brief outline of the general QA/QC objectives to be followed through all elements of the project.



Sample QC/QA Check Sheets

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I. Project Team

The organization chart that was prepared for this RFP will be followed throughout the course of the project. A description of the key team members and their responsibilities has been provided.

II. Project Control

The QC/QA Manager, will perform a comprehensive evaluation of the following items throughout the design process. The CBBEL QC/QA plan emphasizes an integrated project development process, with a guiding principal to ensure cost effective and practical infrastructure management that advocates a safe, constructible and cost effective design solution that minimizes change orders and schedule delays.

- Scoping/Field Checks
- Submittals
- Design Calculations
- Computer Inputs/Outputs
- Documentation of Decisions and Directives
- Pay Items and Quantity Calculations
- Project Records
- Compliance Statements

The Project Manager manages the overall project quality control's process and, through the QC/QA Manager, assigns qualified senior quality reviewers for pending deliverables as required.

SCOPE OF SERVICES

DESIGN ENGINEERING

<u>Task 1 – Coordination and Progress Meetings</u>: CBBEL will schedule a Kick-Off Meeting with Village Staff to discuss the proposed project timeline, funding sources, project objectives, establish communication procedures, and discuss project specifics. In addition, one progress meeting will be held after each design submittal (50% plans, 90%, and 100%). A total of four meeting are assumed under this Task.

<u>Task 2 – Data Collection</u>: CBBEL will collect, examine, review and evaluate data to be utilized for the Phase II Engineering. This data will include at least the following base information:

- Existing Private Utility Information
- Village Utility Atlases
- LPDA Maps
- Record Plans (if available)
- Existing Survey and Right-of-Way information (Plats)

Upon authorization to proceed, CBBEL will send a location map to all known private utility companies within the project area requesting their atlases or plans of their facilities within the project limits. CBBEL will add this information to the existing conditions plan and send it back to the utility companies for verification.

<u>Task 3 – Topographic Survey</u>: CBBEL's licensed Illinois Surveyor will perform a full topographic survey of the project area.

CBBEL will perform the following survey tasks:

<u>Horizontal Control</u>: Utilizing USGS NAD '83, CBBEL will set recoverable primary control utilizing our GPS equipment. CBBEL will set permanent control points (PK nails) on the base line at 100 foot intervals.

<u>Vertical Control</u>: Utilizing NAVD '88, CBBEL will perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. At least two benchmarks will be onsite.

<u>Existing Right-of-Way</u>: CBBEL will establish the existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information. Base lines will be stationed south to north and west to east.

<u>Topographic Survey</u>: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, mailboxes, sump pump outlets, etc.

<u>Cross Sections</u>: CBBEL will survey the entire right-of-way width of the streets. Where the primary right-of-way surveys are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include a 15-foot width of the private property adjoining each side of the right-of-way, and shall include all adjacent building faces.

<u>Utility Survey</u>: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

<u>Tree Survey</u>: CBBEL will locate all landscape materials over 2 inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species and the size and condition determined as appropriate. Locations of landscape timbers, flagstone paths or walls, and brick pavers will also be noted.

<u>Base Mapping</u>: CBBEL will compile all of the above information into one base map representative of existing conditions of the project corridor for use in all engineering work in developing the proposed improvements. Survey will utilize IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.

<u>Field Notes</u>: Copies of all field notes and electronic base maps of the identified segments will be provided to the Village. Plans shall be provided in AutoCADD Civil 3D format and as a .pdf. Copies will be provided on a compact disk or other media provided by the Village.

Task 4 – Drainage Analysis and Permitting: CBBEL will work with the Village to obtain all relevant drainage information and identify any previous hydrologic analysis that has been performed for this area. A XP-SWMM hydrologic and hydraulic model of the existing drainage system will be developed to simulate the existing drainage system and establish the level of service for the existing drainage system. This model will be used as a baseline to develop and compare proposed drainage system improvements. These improvements could include new storm sewers, stormwater storage and drainage swales and bioswales. The improvements will be designed to provide reduction in flood risk to the residents in the study area without adversely impacting downstream receiving systems. Upon selection of the preferred drainage plan and development of design drawings, CBBEL will prepare the stormwater permit submittal to the Village of Downers Grove for review as a full waiver community.

<u>Task 5 – Geotechnical Investigation</u>: A geotechnical investigation will be performed by our subconsultant to determine pavement composition. In addition, this information will be used to determine whether Full Depth Reclamation is an option for pavement rehabilitation. It shall be noted that no analytical testing has been included to determine presence of hazardous materials or other pollutants.

Task 6 – Preliminary Contract Documents and Cost Estimate (50% Submittal): CBBEL will prepare preliminary contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. The plans will be prepared in accordance with Village design criteria. The preliminary plans are anticipated to include the following sheets:

The following sheets and associated manhours will be required for the plans:

Sheet	# of	Hours per	Hours
	Sheets	Sheet	
Title Sheet	1	4	4
General Notes and Summary of Quantities	1	4	4
Earthwork Schedule	1	6	6
Typical Sections	1	6	6
Alignment, Ties and Benchmarks	1	3	3
Existing Conditions and Removal Plan	5	4	20
Grading Plan (1" = 20')	10	4	40
Utility Plan and Profile	10	6	60
Construction Phasing	2	6	12
Construction Details	3	4	12
Sediment Erosion, Sediment Control Plan (1" = 20')	5	3	15
Landscape Plans (1" = 20')	5	3	15
Cross Sections	15	3	45
Specifications	-	-	25
Cost Estimate and Quantities	-	-	25
TOTAL	60		292

CBBEL will use IDOT standard pay items or Village standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the Village for review.

It is assumed this project will be designed and constructed using local dollars only and no MFT or Federal dollars will be used. Costs for additional submittals and coordination which are required with use of MFT and Federal dollars have not been accounted for in this proposal.

One hard copy and one electronic copy of the Preliminary Plans set (50%) and Engineer's Opinion of Probable Cost will be submitted to the Village by August 15, 2014.

Task 7 – Pre-Final Contract Documents and Cost Estimate (90% Submittal): Upon meeting with the Village staff to review their comments on the preliminary submittal, CBBEL will revise and finalize the contract documents and cost estimate. During this task the exact letting date will be determined and an estimated construction schedule will be provided.

One hard copy and one electronic copy of the Pre-Final Plans set (90%) and Engineer's Opinion of Probable Cost will be submitted to the Village by October 31, 2014.

<u>Task 8 – Bidding Documents and Final Cost Estimate (100% Submittal)</u>: CBBEL will make the final revisions to the pre-final submittal based on the Village's final review comments. The requested number of copies of plans and specifications will be submitted to the Village. A final estimate of cost and estimate

of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the Village in electronic format.

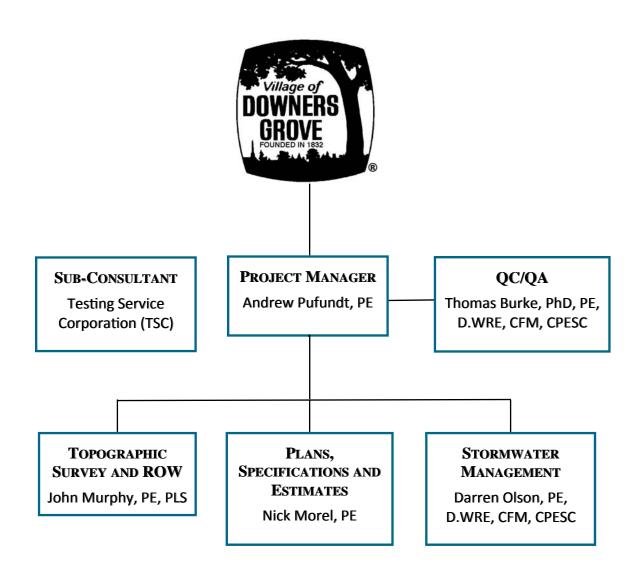
One hard copy and one electronic copy of the Final Plans set (100%) and Engineer's Opinion of Probable Cost will be submitted to the Village by December 5, 2014.

Task 9 – Stormwater Pollution Prevention Plan (SWPPP): CBBEL will prepare a SWPPP in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require a signed certification statement from the Village and all contractors identified in the SWPPP. An up-to-date copy of the SWPPP should be maintained on the project site during construction activities.

<u>Task 10 – Public Meetings:</u> CBBEL will prepare exhibits, public information notifications and attend two public meetings at Public Works or alternate location. CBBEL will be on hand and available to answer any questions regarding the design, permitting and construction scheduling.

<u>Task 11 – Bidding Assistance</u>: CBBEL will advertise bidding, distribute plans and specifications to bidders, and coordinate a pre-bid meeting. CBBEL will field bidders' questions and issue an addendum if necessary.

CLYDE ESTATESROADWAY RECONSTRUCTION / DRAINAGE IMPROVEMENTS





Christopher B. Burke Engineering, Ltd.

PROJECT TEAM

The key personnel designated in this proposal possess the skills and expertise to successfully complete the anticipated project. We believe that by providing a well-rounded engineering team, CBBEL will be able to provide the Village with a quality, on-time project. An organizational chart has been included in this section illustrating the structure of the proposed team, which will act in a unified manner, with the ability to provide personal attention to the Village. Detailed resumes are also included for reference.



OVERALL PROJECT MANAGER — ANDREW PUFUNDT, PE has worked for CBBEL for 10 years and routinely completes roadway rehabilitation, utility and stormwater projects for the Village of Glendale Heights, City of Northlake and Village of Chicago Ridge. He will be responsible for managing this project, being the CBBEL contact, project scheduling, staff coordination and assisting with the design, assessing the feasibility of the design alternatives, cost estimating, preparation of the contract documents, permitting and bidding.



QC/QA – THOMAS BURKE, PHD, PE, D.WRE, CFM, CPESC has worked for CBBEL for 18 years and is a Vice President and Head of the Water Resources Department. Thomas has experience in water resource engineering projects, design, and reviews, including land use characterization, watershed and floodplain/floodway delineation, steady and unsteady river hydraulics analysis, stormwater management, feasibility studies, and development of countywide ordinances. He will be performing the QC/QA for this project.



STORMWATER MANAGEMENT – **DARREN OLSON, PE, D.WRE, CFM, CPESC** is a Section Head within the Water Resources Department. Darren is experienced in floodplain mapping, watershed studies, floodplain/floodway delineation studies and permitting, hydraulic analyses, stormwater management studies and permitting. For this project he will assess the LPDAs in the Clyde Estates subdivision, complete the hydraulic modeling for improvements to reduce the flood risk to residents, provide design alternatives for drainage improvements adjacent to Lacey Creek and secure all stormwater permits necessary.



<u>Design Engineer</u> – Nick Morel, PE is a Project Engineer in the Civil Design Department. Nick has produced cost efficient, functional and aesthetic projects for roadway reconstruction, and residential, commercial, industrial, and development projects. He will be responsible for the design of the roadway, ditch and sidewalk plan and profiles, investigation of pavement rehabilitation method, possibility of using Full Depth Reclamation, storm sewer layout, and preparation of the contract documents.



SURVEY – **JOHN MURPHY, PLS, PE** is the head of the Survey Department and will monitor and schedule his staff as requested by the Village and Project Manager. The Survey Department will be responsible for preparing the topographic survey, reviewing base maps, establishing property and right-of-way lines, and gathering existing utility information.

PROJECT TEAM

GEOTECHNICAL – TESTING SERVICE CORPORATION (TSC) is a prequalified consultant of the Village of Downers Grove. TSC will provide a geotechnical investigation of existing soils and pavement, determine the moisture content in the pavement subbase, and provide recommendations for the proposed pavement and utility construction. TSC will drill pavement cores at a recommended spacing throughout the project limits. Within the Clyde Estates subdivision the pavement composition will be detailed to determine whether Full Depth Reclamation (FDR) is a feasible alternative for pavement rehabilitation. TSC will also perform environmental testing required to meet IEPA's CCDD regulations.



CERTIFICATE OF LIABILITY INSURANCE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2009/01) INS025 (200901) 01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDMYYY) 5/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

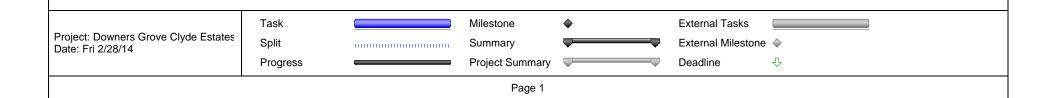
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). PRODUCER Assurance Agency, Ltd (A/C, No, Ext): (847) 797-5700 E-MAIL FAX (A/C, No):847-440-9130 One Century Centre 1750 E. Golf Road Schaumburg, IL 60173 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A Starr Surplus Lines Insurance Compa INSURED CHRIBBU-01 Christopher B. Burke Engineering, Ltd INSURER C: 9575 W. Higgins Road Suite 600 INSURER D . INSURER E Rosemont, IL 60018 INSURER F : **COVERAGES CERTIFICATE NUMBER: 152285696 REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS ADDL SUBR INSR POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER GENERAL HABILITY EACH OCCURRENCE DAMAGE TO RENTED COMMERCIAL GENERAL LIABILITY \$ PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER. PRODUCTS - COMP/OP AGG \$ PRO-JECT POLICY COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS \$ UMBRELLA LIAB **OCCUR EACH OCCURRENCE** \$ EXCESS LIAB CLAIMS-MADE **AGGREGATE** DED RETENTION \$ \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH)
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DESCRIPTION OF OPERATIONS below E L DISEASE - EA EMPLOYEE E L. DISEASE - POLICY LIMIT \$2,000,000 \$4,000,000 Professional Liability SLPR0262200 6/1/2013 6/1/2014 **Fach Occurrence** General Aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The limits shown above are for the entire practice policy and are not dedicated to any single project. - Proof of Insurance Only CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN Village of Downers Grove ACCORDANCE WITH THE POLICY PROVISIONS. 801 Burlington Avenue Downers Grove, IL 60515

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AUTHORIZED REPRESENTATIVE

Village of Downers Grove Clyde Estates

ID	_	Task Name	Duration	Start	Finish	2014 2015
	0					Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar A
1		Professional Services	179 days	Tue 4/1/14	Fri 12/5/14	· · · · · · · · · · · · · · · · · · ·
2	111	Project Kickoff Meeting	0 days	Tue 4/1/14	Tue 4/1/14	4/1
3		Data Collection	3 days	Tue 4/1/14	Thu 4/3/14	
4		Topographic Survey and ROW Verification	3 wks	Fri 4/4/14	Thu 4/24/14	
5		Geotechnical Analysis	3 wks	Fri 4/4/14	Thu 4/24/14	
6		Drainage and Pavement Analysis	2 wks	Fri 4/25/14	Thu 5/8/14	
7		Preliminary Utility Coordination	3 wks	Fri 4/4/14	Thu 4/24/14	
8		50% Submittal	14 wks	Mon 5/12/14	Fri 8/15/14	
9	111	Public Meeting #1	0 wks	Mon 9/1/14	Mon 9/1/14	9/1
10		Final Utility Coordination	11 wks	Mon 8/18/14	Fri 10/31/14	
11		90% Submittal	9 wks	Mon 9/1/14	Fri 10/31/14	
12		Public Meeting #2	0 days	Mon 11/17/14	Mon 11/17/14	11/17
13		QA/QC	3 wks	Mon 11/17/14	Fri 12/5/14	
14		100 % Submittal	3 wks	Mon 11/17/14	Fri 12/5/14	
15		Bidding and Award	35 days	Mon 1/5/15	Fri 2/20/15	
16	1	Advertise for Bids	16 days	Mon 1/5/15	Mon 1/26/15	
17		Pre-Bid Meeting	0 days	Thu 1/15/15	Thu 1/15/15	
18	1	Bid Opening	0 days	Thu 1/29/15	Thu 1/29/15	5 1/29
19		Award	2 wks	Mon 2/9/15	Fri 2/20/15	
20		Construction Contracts/Preconstruction Meeting	10 days	Mon 2/23/15	Fri 3/6/15	*
21		Contracts/Preconstruction Meeting	2 wks	Mon 2/23/15	Fri 3/6/15	



CBBEL WORK EFFORT Village of Downers Grove Clyde Estates Roadway Reconstruction

					P	ersonnel & H	lours						
	Engineer V	Engineer III	Env. Res. Spec. III	Eng. Tech.	Assist. CAD Mang.	Survey V	Survey IV	Survey III	Survey II	Survey I		% of	
Rate	\$173.00	\$125.00	\$114.00	\$107.00	\$126.00	\$178.00	\$132.00	\$127.00	\$100.00	\$78.00	Total Hours	Hours	Total Cost
Coordination and Progress Meetings	4	12	0	0	0	0	0	0	0	0	16	2.3%	\$2,192.00
Data Collection	0	4	0	0	0	0	0	12	0	0	16	2.3%	\$2,024.00
Topographic Survey	0	0	0	0	40	4	12	12	80	80	228	32.9%	\$23,100.00
Drainage Analysis and Permitting	12	46	0	0	0	0	0	0	0	0	58	8.4%	\$7,826.00
Preliminary Contract Documents (50%)	4	48	8	80	0	0	0	0	0	0	140	20.2%	\$16,164.00
Pre-Final Contract Documents (90%)	4	40	0	80	0	0	0	0	0	0	124	17.9%	\$14,252.00
Final Contract Documents (100%)	4	8	0	16	0	0	0	0	0	0	28		\$3,404.00
Stormwater Pollution Prevention Plan (SWPPP)	0	0	20	6	0	0	0	0	0	0	26		\$2,922.00
Public Meetings	0	24	0	0	0	0	0	0	0	0	24	3.5%	\$3,000.00
Bidding Assistance	0	32	0	0	0	0	0	0	0	0	32	4.6%	\$4,000.00
Subtotal	28	214	28	182	40	4	12	24	80	80	692		
% of Hours	4.0%	30.9%	4.0%	26.3%	5.8%	0.6%	1.7%	3.5%	11.6%	11.6%			
Total Cost	\$4,844.00	\$26,750.00	\$3,192.00	\$19,474.00	\$5,040.00	\$712.00	\$1,584.00	\$3,048.00	\$8,000.00	\$6,240.00	\$78,884.00		\$78,884.00
Geotechnical Investigation													\$7,950.00
Direct Costs													\$2,500.00
Total Cost													\$89,334.00

Note: Project will be billed using Standard Charges for Professional Services (January 2009).

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2009

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

Direct Costs

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

^{*}Charges include overhead and profit



Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404 630.462.2600 ● Fax 630.653.2988

Mr. Andrew Pufundt Christopher B. Burke Engineering, Ltd. 9575 West Higgins Road Suite 600 Rosemont, IL 60018-4920

RE: P.N. 52,374

Clyde Estates Improvements Project Possible Full Depth Reclamation (FDR) Downers Grove, IL Pavement Coring

Dear Mr. Pufundt:

Testing Service Corporation (TSC) is pleased to submit this proposal to take pavement cores for the above referenced project. The broad objectives of our work will be to determine pavement and subgrade soil composition and conditions. It is understood that the information developed will be used to guide pavement rehabilitation/reconstruction.

Scope of Work:

Eleven (11) pavement cores have been requested as part of our scope of work. This places a core every \pm 500 feet. The cores will be taken using a 4-inch diameter core barrel. Auger samples will also be obtained of underlying base course/subbase materials. A split-spoon will then be taken of the upper subgrade to a depth of approximately 2 feet below the top of pavement. The core holes will be patched upon completion using a cold mix asphalt or non-shrink concrete grout. The use of a flagman is not anticipated in order to perform our work (relatively light traffic).

The core locations will be marked in the field by TSC personnel which are trained in layout procedures. Utility clearance for the borings will be obtained by contacting J.U.L.I.E. (Joint Utility Locating Information for Excavators). Secondary and /or private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired (at an added cost) if necessary.

Laboratory Testing:

The pavement cores will be examined by a materials technician in the laboratory, who will accurately measure and describe the various pavement courses. The subgrade samples will be examined by an experienced laboratory soils technician, to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as pocket penetrometer estimates of unconfined compressive strength, as appropriate. Other tests deemed necessary by our Project Engineer may also be performed.

Engineering Report:

Upon completion of field and laboratory work, you will receive a Pavement Core Summary report. It will give complete pavement and base course thicknesses as well as subgrade descriptions and laboratory test data. Comments will also be made concerning proposed pavement overlay, shrinkage

factor, topsoil depth using criteria from IDOT Geotechnical Manual. The report will also discuss the use of Full Depth Reclamation (FDR) of the base with an asphalt overlay as an alternative to full-depth asphalt removal and replacement.

Fees and Scope:

In accordance with the Cost Estimate attached, TSC is proposing a not-to-exceed budget amount of Four Thousand Four Hundred Dollars (\$4,450.00) to provide the **coring /boring program** outlined above.

Full Depth Reclamation: TSC is proposing a not-to-exceed budget amount of Three Thousand Five Hundred Dollars (\$3,500.00) to provide the testing fo Full Depth Reclamation. This budget number assumes the samples will be dropped off at TSC'

Our proposal is based on the understanding that: the core locations are accessible to a conventional truck-mounted drill, and that the work can be performed during standard business hours. Our fee is further subject to this proposal being accepted by you on or before July 31, 2014.

Should unusual soil conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the investigation, we will contact you before proceeding with any additional work. It should be noted that our estimated cost does not include plan review or earthwork and foundation excavation observations during the construction phase of the project. However, plan review and construction observation and testing costs should be included in the project budget. After the final report is delivered, any consultation, pre-construction meetings or other professional services will be covered by a separate invoice.

TSC's geotechnical investigation does not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Analytical testing which would be required in connection with IEPA Form LPC-663, Uncontaminated Soil Certification is also not included. Should an environmental and/or analytical testing be desired, please contact the undersigned for additional details and/or associated cost.

Closure:

The geotechnical services being performed are subject to TSC's attached General Conditions. Unless stated otherwise, TSC's fees include all state and federal taxes that may be required. However, they do not include any license, permit or bond fees that local governments may impose. The local fees, if any, would be added to our invoice. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Andrew Pufundt
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920
(847) 823-0500
(847) 823-0520
apufundt@cbbel.com

(DATE)

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Respectfully Submitted TESTING SERVICE CORPORATION Mulaul D Bully Michael V. Machalinski, P.E. Vice President MVM:MDB:kw Enc: General Conditions Project Data Sheet Approved and accepted for (NAME) (TITLE)		Your con project.	sideration of our proposal is appreciated.	We look forward to being of serv	rice to you on
Michael V. Machalinski, P.E. Vice President MVM:MDB:kw Enc: General Conditions Project Data Sheet Approved and accepted for		Respectf	ully Submitted		
Michael V. Machalinski, P.E. Vice President MVM:MDB:kw Enc: General Conditions Project Data Sheet Approved and accepted for		TESTING	S SERVICE CORPORATION	· · · · · · · · · · · · · · · · · · ·	
Michael V. Machalinski, P.E. Vice President MVM:MDB:kw Enc: General Conditions Project Data Sheet Approved and accepted for (NAME)	Λ	Mic	Rail O Bully	Michael O	Bully
Enc: General Conditions Project Data Sheet Approved and accepted for	l	Michael \	/. Machalinski, P.E.		
Approved and accepted for(NAME)		MVM:MD)B:kw		
(NAME)		Enc:			
		Approved	d and accepted for	,	_ by:
(TITLE)		(1	NAME)		
			TITLE)		

V. 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

Entite Block Mast Be Completed When It Sub	mitted bid is in be completed in	or railed a
PROPOSER:		
Christopher B. Burke Engineering, Ltd. Company Name	Date: March 3, 2014	5
Company Name	cburke@cbbel.com	
9575 W. Higgins Rd, Suite 600	Email Address	
Street Address of Company	Linan Address	
out of the company	Christopher B. Burke	
Rosemont, IL 60018	Contact Name (Print)	
City, State, Zip	,	
• • • •	847-309-2573	
847-823-0500	24-Hour Telephone	2.33
Business Phone	(1), And	
	Camp and	
847-823-0520	Signature of Officer, Partner or	
Fax	Sole Proprietor	
	Christopher B. Burke, President	
A TENTE OF THE CO.	Print Name & Title	
ATTEST: If a Corporation		
Weling plrendes		
Signature of Corporation Secretary (Assistant)		
VILLAGE OF DOWNERS GROVE:		
	ATTEST:	
Authorized Signature		
<u> </u>	Signature of Village Clerk	
Title		
Date	Date	

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



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.

	wing substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. Thused to determine whether we are required to send you a Form 1099. Please respond as soon a 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:	IL
ZIP:	60018
PHONE: 847-	823-0500 FAX: 847-823-0520
TAX ID #(TIN):	36-3468939
(If you are supplying a soci	al security number, please give your full name)
REMIT TO ADDRESS (IF DI	FFERENT FROM ABOVE):
N AME:	
Address:	
CITY:	
STATE:	ZIP:
YPE OF ENTITY (CIRC	LE ONE):
Individua	J 1 J 1
Sole Prop	* * * *
Partnershi	
Medical	Corporation
Charitable	Nonprofit Government Agency
S IGNATURE:	DATE: 3/3/14

PROPOSER'S CERTIFICATION
With regard to Clyde Estates , proposer
the following:
1. Proposer is not barred from bidding this contract as a result of violations of Section 72 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 ful compliance with 775 ILCS §12-105(A)(4);
Proposer certifies that it is in full compliance with the Federal Highway Administrative Rule 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.
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 appropriat 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
orSocial Security Number
Subscribed and sworn to before me
this <u>3rd</u> day of <u>March</u> , 20 14
Therey Sporena
Netary Public OFFICIAL SEAL SHERRY SPORINA
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/13/15
)

(Fill Out Applicable Paragraph Below)

	(a) <u>Corporation</u>							
	The Proposer is a corporation organized and existing under the laws of the State	of						
	<u>Illinois</u> , which operates under the Legal name of							
	<u>Christopher B. Burke Engineering, Ltd.</u> , and the full names of its Officers are							
	follows:							
	President: Christopher B. Burke							
ant	Secretary: Melissa Johandes							
	Treasurer: Christopher B. Burke							
	and it does have a corporate seal. (In the event that this bid is executed by other							
	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:							
	Signatures and Addresses of All Members of Partnership:							
	(b) Partnership Signatures and Addresses of All Members of Partnership: The partnership does business under the legal name of:							
	Signatures and Addresses of All Members of Partnership:							
	Signatures and Addresses of All Members of Partnership: The partnership does business under the legal name of:							
	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						
	The partnership does business under the legal name of: which name is registered with the office of (c) Sole Proprietor	_ in the state of						

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 Agency			
Agent	William Donne	Robert Dufkis			
Street Address _	7777 W. 159th St, Ste B	1750 E. G olf Road			
City, State, Zip (CodeTinley Park, IL 60477	Schaumburg, IL 60173			
Telephone Numb	per 708-429-3100	847-463-7132			
I/We affirm tha understand then	t the above certifications are true and acc n.	urate and that I/we have read and			
Print Name of Co	ompany: Christopher B. Burke Engineering	g, Ltd.			
Print Name and Title of Authorizing Signature: Christopher B. Burke Signature:					
Date:3/3/14					

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, Lt.d					
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.co	DARR				
Authorized Company Signature:					
Print Signature Name: <u>Christopher B</u>	. Burke Title of Official: President				
Date: 3/3/14					

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 nenalt	y of perjury, I declare:	
Onder penan	y or perjury, i declare.	
	Bidder/vendor has <u>not</u> contr the last five (5) years.	ibuted to any elected Village position within
	Signature	Print Name
	Bidder/vendor has contribut member of the Village Council with	ed a campaign contribution to a current nin the last five (5) years.
	Print the following information: Name of Contributor: Christophe	r B. Burke Engineering, Ltd. (company or individual)
	To whom contribution was made: _	See Attached
	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		
Political Donation	2013	\$ 250
Political Donation	2012	\$ 250
DuPage County Board	2011	\$ 250
Political Donation	2010	\$ 500
Don Janikowski – Downers Grove Commissioner		
Political Donation	2013	\$ 250
Downers Grove Township Republican Organization		
Political Donation	2012	\$ 250
Advertisement	2013 2012	\$ 250 \$ 150
Political Donation	2012	\$ 150 \$ 400
Political Donation	2009	\$ 400
Rotary Club of Downers Grove		
Grove Fest	2011	\$ 250
Grove Fest	2010	\$ 250
Village of Downers Grove		
Fireworks Sponsor	2009	\$3,000
	2013	\$ 500
Downers Grove Economic Development Corporation	2014	\$ 500

V. PROPOSAL/CONTRACT FORM

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Entite Block Mast Be Completed When It Sub	mitted bid is in be completed in	or rairea a
PROPOSER:		
Christopher B. Burke Engineering, Ltd. Company Name	Date: March 3, 2014	
Company Name	cburke@cbbel.com	
9575 W. Higgins Rd, Suite 600	Email Address	
Street Address of Company	Linan Address	
out of the company	Christopher B. Burke	
Rosemont, IL 60018	Contact Name (Print)	
City, State, Zip	,	
• • • •	847-309-2573	
847-823-0500	24-Hour Telephone	3.73
Business Phone	(1), And	
	Camp and	
847-823-0520	Signature of Officer, Partner or	
Fax	Sole Proprietor	
	Christopher B. Burke, President	
A TENTE OF THE CO.	Print Name & Title	
ATTEST: If a Corporation		
Weling plrendes		
Signature of Corporation Secretary (Assistant)		
VILLAGE OF DOWNERS GROVE:		
	ATTEST:	
Authorized Signature		
<u> </u>	Signature of Village Clerk	
Title		
Date	Date	

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

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Under nenalt	y of perjury, I declare:	
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	Signature	Print Name
	Bidder/vendor has contribut member of the Village Council with	ed a campaign contribution to a current nin the last five (5) years.
	Print the following information: Name of Contributor: Christophe	r B. Burke Engineering, Ltd. (company or individual)
	To whom contribution was made: _	See Attached
	Year contribution made:	Amount: \$
	Signature	Christopher B. Burke Print Name

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Political Donation	2013	\$ 250
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DuPage County Board	2011	\$ 250
Political Donation	2010	\$ 500
Don Janikowski – Downers Grove Commissioner		
Political Donation	2013	\$ 250
Downers Grove Township Republican Organization		
Political Donation	2012	\$ 250
Advertisement	2013 2012	\$ 250 \$ 150
Political Donation	2012	\$ 150 \$ 400
Political Donation	2009	\$ 400
Rotary Club of Downers Grove		
Grove Fest	2011	\$ 250
Grove Fest	2010	\$ 250
Village of Downers Grove		
Fireworks Sponsor	2009	\$3,000
	2013	\$ 500
Downers Grove Economic Development Corporation	2014	\$ 500

Project # ST-034

Project Description

Roadway Reconstruction, Clyde Estates

Project summary, justification and alignment to Strategic Plan

This project involves the resurfacing/reconstruction of the roads in the Clyde Estates Subdivision.

			8	To the second						
Cost Summary	Jen 1	No.	Park Pro	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
Professional Services				175,000	50,000					225,000
Land Acquisition										-
Infrastructure			Χ		2,000,000					2,000,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				175,000	2,050,000	-	-	-	-	2,225,000
Funding Source(s)										
220-Capital Improvements Fund		•		175,000	2,050,000					2,225,000
		\blacksquare								-
		•								-
		•								-
TOTAL FUNDING SOURCE	S			175,000	2,050,000	-	-	-	-	2,225,000

Project status and completed work

This work will be performed along with drainage improvements (SW-053) and new sidewalk construction in an effort to minimize the disruption to the residents and to minimize overlapping costs. It is anticipated that design will occur in 2014, with construction to follow in 2015.

Grants (funded or applied for) related to the project.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

The reconstruction of these roads will initially reduce current maintenance costs by eliminating the need for emergency patching, extra sweeping and removal of aggregate after snow plow operations.



Priority Score

Project Manager:

Andy Sikich

Program:

342

Department:

Public Works

Project # SW-053

Project Description

Drainage Improvements, Clyde Estates

Project summary, justification and alignment to Strategic Plan

This project includes the installation of drrainage improvements throughout the Clyde Estates Subdivision. Currently, this area is served by very flat roadside ditches and no significant rear-yard drainage system. This project was numbered DR-002 until 2010.

			80	To the second se						
Cost Summary	Shak	100	Parks Too	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Years	TOTAL
Professional Services				50,000						50,000
Land Acquisition										-
Infrastructure	Χ				500,000					500,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				50,000	500,000	-	-	-	-	550,000
Funding Source(s)										
443-Stormwater Fund		•		50,000	500,000					550,000
		•								-
		•								-
		•								-
TOTAL FUNDING SOURCE	S	_	_'	50,000	500,000	-	-	-	-	550,000

Project status and completed work

Work will be done in conjunction with sidewalks and streets, and construction is anticipated to be completed in 2015.

Grants (funded or applied for) related to the project.

None.

Impact-annual operating expenses	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Impact on operating budget will be determined after the project is designed.

Map/Pictures of Project Feet 59TH ST ARNOUB,CT 61ST ST 61ST ST STRATFORD LN

Priority Score

Project Manager:

Andy Sikich

Program:

347

Department:

Public Works



Village of Downers Grove OWNERS Contractor Evaluation

Contractor Evaluation

Contractor: Christopher B. Burke Engineering
Project: SW-038 Subwatershed I Drainage Improvements (8 th and Cumnor Street)
Primary Contact: <u>Darren Olson</u> Phone: <u>847-823-0500</u>
Time Period: November 2008 to May 2010
On Schedule (allowing for uncontrollable circumstances)
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 submitta 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
Should the Village contract with this vendor in the future? $oximes$ Yes $oximes$ No
Reviewers: Tom Topor
Date: 11/8/11



Village of Downers Grove OWNERS Village of Downers Grove

Consultant Evaluation

Contractor: _	Christopher Burke Engineering
Project:	63 rd and Springside Signals Phase I & II Engineering
	Primary Contact: Mike Tuman Phone: 847-823-0500
Time Period:	December 2008- December 2009
On Schedule	e (allowing for uncontrollable circumstances) 🖂 yes 🗌 no
Provide deta	ils if early or late completion:
Change Ord	ers (attach information if needed):
Difficulties / I	Positives:
Interaction w	rith public:
	good average poor
(Attach infor	mation on any complaints or compliments)
General Leve	el of Satisfaction with work:
⊠ Well Sati	sfied Satisfied Not Satisfied
Should the V	fillage contract with this vendor in the future? ☐ Yes ☐ No
Reviewers:	Scott A Vasko
Date:	12/21/09