



**VILLAGE OF WILMETTE  
1200 Wilmette Ave  
Wilmette, IL 60091**

**Contract No. 20047**

**For:**

**NSP – Phase 2 Design Services for Hibbard Park**

**With:**

**Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018**

**Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Christopher B. Burke Engineering, Ltd. Do not detach any portion of this document. Invalidation could result.**

1. The intent of the Agreement (“Agreement” or “Contract”) is to obtain professional engineering services to prepare final design plans, specifications and estimates; and required permit applications for the Village of Wilmette’s (“Village”) Hibbard Park storm water storage project (“NSP – Phase 2 Design Services for Hibbard Park” or “Work”) per the Specification shown in Attachment One (“Attachment One”) of this document. This Agreement is for the proposal offered by Christopher B. Burke Engineering, Ltd. (“Engineer”) to the Village.

2. This Addendum is made pursuant to the proposal dated April 22, 2020 attached as Attachment One. Together this Addendum, Certificate of Compliance and Attachment One shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance and Attachment One and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed \$401,233.00, including expenses.

5. Payment. Engineer shall submit invoices by email to AP@wilmette.com and must include the Village’s Purchase Order number prominently displayed on page one (1) of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village’s Purchase Order number will be due within 30 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village’s Purchase Order number will be due within 45 days of completion of the Work, acceptance of the Work by the Village and receipt at either AP@wilmette.com or at the above mailing address.

6. Payments to Subcontractors. Upon receipt of payments from the Village, Engineer shall promptly pay each subcontractor (and/or supplier) amounts due and owing to said subcontractor. Engineer shall require in any contract with subcontractors that each subcontractor make payments to their subcontractors, vendors and suppliers in similar manner.

7. Tax Exempt. The Village is a tax-exempt municipality. The Village’s Department of Revenue Tax Exempt ID # is E9998-1106-07. Engineer shall not charge the Village any tax incurred by the Engineer for these services.

8. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Work as outlined in Attachment One.

9. Coordination of Work. Engineer shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the Work unless otherwise stated.

10. Supervision of Work. Engineer shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Engineer shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Engineer in the completion of the Work.

11. Quality of the Work. Engineer shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by an Engineer performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.
12. Timing of Work. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.
13. Limitation of Remedy. Village's liability to Engineer for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.
14. Relationship of the Parties. The Engineer shall act as an independent contractor in providing and performing all Work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Engineer; or (2) to create any relationship between the Village and any subcontractor of the Engineer.
15. No Collusion. The Engineer represents and certifies that this Contract is made by the Engineer without collusion with any other person, firm, or corporation. If at any time it shall be found that the Engineer has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Engineer shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.
16. Licensure and Compliance with Laws. Engineer represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Engineer shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached.
17. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Engineer.
18. Assignment. The Contract may not be assigned by the Village or by the Engineer without the prior written consent of the other party.
19. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Engineer  
Christopher B. Burke Engineering, Ltd.  
9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018

Village  
Director  
Engineering & Public Works  
1200 Wilmette Avenue  
Wilmette, IL 60091

with a copy to:  
Corporation Counsel  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091

20. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

21. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Engineer shall be made, or be valid, against the Village.

22. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

23. Engineer's Insurance Requirements. At the time of execution of the Agreement, Engineer shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "*Additional Insured Endorsement*" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Engineer shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Engineer or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;
- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Engineer arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and,
- e. Professional Liability –\$2,000,000 each claim covering negligent acts, errors, and omissions in connection with professional services to be provided by Engineer under this Agreement, and providing for indemnification and defense for injuries arising out of same, with a deductible not-to-exceed \$50,000 without prior written approval. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the Agreement. In the event the policy is cancelled, non-renewed or switched to an occurrence form, Engineer shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

All insurance required herein of Engineer shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Engineer shall require all subcontractors not protected under the Engineer's policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Engineer. Engineer shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Engineer expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Engineer's responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Engineer's insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Engineer's insurance and shall not contribute with it.

24. Kotecki Waiver. Engineer (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Engineer agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Engineer's employees, except to the extent those claims arise as a result of the Village's own negligence.

25. General indemnification. To the fullest extent permitted by law, the Engineer will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Engineer, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Engineer, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Engineer of any term, covenant, condition, duty or obligation provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Engineer or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

26. Intellectual Property. Engineer represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Engineer for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Engineer, Engineer's employees or Engineer's independent contractors for purposes of fulfilling the terms of this

Agreement. Engineer will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Engineer represents and warrants that all Intellectual Property provided to the Village by Engineer will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Engineer agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Engineer will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Engineer's expense. Engineer agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Engineer's option, Engineer shall promptly either: (i) procure for the Village, at Engineer's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Engineer's expense, so that the Intellectual Property become non-infringing.

Engineer shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

27. Document Ownership. All drawings, specifications, reports, and any other project documents prepared by the Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the expressed use by the Village. All documents, memoranda, drawings, designs, specifications, calculations, computer programs, computer discs, records, notes, samples and information recorded in any tangible or computer form generated or prepared by or at the direction of Engineer shall be the exclusive property of the Village. Engineer shall provide such work product to Village immediately upon request or termination of this contract for any cause, and such work product shall be of a quality so as to assure total reproducibility of the documents delivered. In particular, the Village may request, at no additional cost, the delivery of additional sets of drawings or documents if the Engineer fails to deliver a fully reproducible document. Engineer shall not publish, in any technical articles, publications or otherwise, information obtained from performing this Contract on behalf of the Village, without the prior written consent of the Village. The provisions of this Section shall survive the expiration, conclusion and termination of this Contract.

28. Deliverables. Deliverables, including but not limited to, any plans, specifications, reports, or other project documents prepared by Engineer pursuant to this Agreement shall be the exclusive property of the Village. Engineer shall provide the Village with the Deliverables both printed form and electronically. All reports and related information shall be compatible with the latest version of the Microsoft Office Suite of Products. All CAD related information shall be compatible with the latest version by Autodesk Corporation. Deliverables in printed form shall be of a quality that assures total reproducibility by the Village.

29. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Engineer in their completion or pursuit of the Contract.

30. Use of Village's Name, Employee Name(s) or Image(s). The Engineer shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

31. Non-exclusivity. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Engineer. This Contract shall not restrict the Village from acquiring similar, equal or like goods and/or services from other entities or sources.

32. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Engineer. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Engineer. Default is defined as failure of the Engineer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Engineer shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Engineer. The Engineer will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

33. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Engineer, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

34. Change In Status. The Engineer shall notify the Village immediately of any change in its status resulting from any of the following: (a) Engineer is acquired by another party; (b) Engineer becomes insolvent; (c) Engineer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Engineer ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Engineer immediately on written notice based on any such change in status.

35. Subletting of Contract. The Engineer may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Engineer and shall be subject to approval by the Village. Engineer shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Engineer and Engineer shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Engineer.

Engineer shall be fully responsible to the Village for any and all acts and omissions of the Engineer's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Engineer.

In no case shall the Village's consent relieve the Engineer from its obligation or change the terms of the contract. At all times the Engineer shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Engineer.

36. Illinois Freedom of Information Act. Engineer agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Engineer agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Engineer's actual or alleged violation of the FOIA or Engineer's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Engineer request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Engineer agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Engineer agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Engineer's request to utilize a lawful exemption to the Village.

37. Conflict of Forms. In the event of a conflict between the terms in this Contract and the Attachments to the Contract, the terms of the Contract shall control.

38. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

39. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Engineer have hereunto set their hands to this Contract on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**THE VILLAGE OF WILMETTE, ILLINOIS**

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2020

Robert T. Bielinski, Village President

Attest:

Cliff Ruemmler, Deputy Village Clerk

**FOR THE CORPORATION**

An officer duly authorized by the corporation shall sign here:

Accepted this 7th day of May, 2020

Signature

President

Position/Title

Michael Kerr

Print Name

Christopher B. Burke Engineering, Ltd.

Print Company Name

## CERTIFICATION OF COMPLIANCE

### DESCRIPTION: NSP – Phase 2 Design Services for Hibbard Park

Christopher B. Burke Engineering, Ltd., having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

☒ **BARRED FROM BIDDING:** We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

☒ **SEXUAL HARASSMENT:** We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

☒ **PAYMENT OF TAXES:** We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

☒ **EQUAL PAY ACT:** Engineers, contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

☒ **CONFINED SPACE ENTRY:** We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

☒ **DRUG-FREE WORKPLACE:** We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
  - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Engineer's workplace.
  - b) Specifying the actions that will be taken against employees for violations of such prohibition.
  - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - i) Abide by the terms of the statement; and
    - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
  - a) the dangers of drug abuse in the workplace;
  - b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
  - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
  - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
  - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
  - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
  - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

☒ NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.

☒ **EQUAL EMPLOYMENT OPPORTUNITY:** In the event of the Engineer'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 Engineer 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 cancelled 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 Engineer agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Department's Rules, 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.
- 6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- 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 Engineer 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 Engineer 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.



## ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

## PLEASE CHECK THE APPLICABLE BOX

☒ There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

☐ There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship. **It is rare for this box to be checked. Please email [purchase@wilmette.com](mailto:purchase@wilmette.com) if you are checking this box prior to submitting your document.**

## PLEASE CHECK THE APPLICABLE BOX

☒ We have a good safety record with OSHA.

☐ We have had an OSHA violation within the past 5 years. (Attach explanation)

|   |                 |
|---|-----------------|
| Federal Employer Identification # (FEIN):   | 36-3468939      |
| IL Secretary of State File #:               | 5440-783-1      |
| IL Department of Employment Security #:     | 1247602         |
| IL Department of Revenue Registration #:    | 1948-4061       |
| IL Department of Professional Regulation #: | 184.001175-0014 |

## SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By:   
(Signature)

By: Michael Kerr  
(Print Name)

d/b/a Christopher B. Burke Engineering, Ltd.

Business address: 9575 W. Higgins Road, Suite 600  
Rosemont, IL 60018

Business Phone #: 847-823-0500

Cell Phone #: 847-878-4967

E-Mail Address: mkerr@cbbel.com

**ATTACHMENT ONE**  
**ENGINEER'S PROPOSAL DATED 04/22/2020**



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

April 22, 2020

Village of Wilmette  
711 Laramie Avenue  
Wilmette, IL 60091

Attention: Brigitte Ann Berger-Raish, P.E. - Director of Engineering and Public Works

Subject: Wilmette West Side Neighborhood Storage Project  
Final Design Engineering, Permitting and Bidding Services  
Hibbard Park (Phase 2) and Optimized Storm Sewer Alignment #1  
(CBBEL Project 18-0245)

Dear Ms. Berger:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the West Side Neighborhood Storage Project in Wilmette, IL. Included below you will find our Understanding of the Assignment, Scope of Services and Fee Estimate.

**UNDERSTANDING OF THE ASSIGNMENT**

We understand that Phase 2 of the Village of Wilmette's (Village) Neighborhood Storage Project is currently scheduled for construction starting in early 2021. This portion of the project includes underground stormwater storage at Hibbard Park and storm sewers on Millbrook Lane, Glenview Road, Valley View Drive, Thelin Court and Hill Street. Additionally, Optimized Storm Sewer Project #1 on Romona Road and Beverly Drive is also included with the Phase 2 project. The proposed stormwater storage in Hibbard Park will allow the optimized storm sewers to provide flood reduction benefits to these areas.

CBBEL and Baxter & Woodman have recently completed the Phase 1A and Phase 1 final design engineering. These projects have entered the construction phase and both are scheduled to be completed in 2020 through 2021. As part of the preliminary design work in the Summer of 2019, the Park District held a number of open house meetings regarding the park layout. In August 2019, the Park District agreed upon a concept layout for each Park that included Hibbard Park, which is attached to this proposal. The layout was generated with the input of the Park District architect (Woodhouse Tinucci) to provide the maximum flexibility for potential future facilities expansion for the Community Recreational Center. It consists of an approximately 1-acre footprint with 11 feet of depth to provide 10 acre-ft of underground flood storage in a doubletrap StormTrap system at the north end of Hibbard Park. The layout will minimize tree loss to approximately 8 trees and will leave open the area of potential future facilities expansion.

The system will require a pump station to evacuate the lower portion of the StormTrap vault after there is adequate capacity in the storm sewer system following a storm event. Based on the previous public meetings, it is our understanding that a permanent backup generator is not desired, but a place to pull up a temporary generator next to the pump station will be included in the design. However, scope and fee have been included for design of a backup generator in the event this is necessary. CBBEL will work with the Village Public Works staff to include remote sensing (SCADA or similar) that is compatible with the Village's existing communications system.

The design of the proposed Hibbard Park stormwater storage, associated storm sewers and optimized storm sewer #1 alignment will be based on the 30% preliminary design plans that are scheduled to be completed in April 2020 by CBBEL and B&W. The design will also include addressing drainage improvements within Hibbard Park, soil design per the recent Park District correspondence and landscape plan in accordance with the recently approved Intergovernmental Agreement (IGA) between the Park District and the Village. The current Scope of Services will include design, permitting, bidding services, utility and geotechnical coordination, stakeholder meetings and easement preparation. Temporary and permanent easements will be required over the storm sewers and underground storage basins within Hibbard Park as well as for storm sewer work on private property to upsize the storm sewer on Thelin Court.

The design work is scheduled to be completed according to the following schedule to begin construction in the first quarter of 2021 and be completed in the third quarter of 2021:

#### Phase 2 (Hibbard Park) and Optimized Storm Sewer #1 Schedule

| <b>Task</b>                                | <b>Completion Date</b> |
|--|------------------------|
| 30% Plans Due with utility coordination    | 4/1/2020               |
| 30% Plan review meeting                    | 4/15/2020              |
| Award Final Design Contract                | 4/28/2020              |
| Initial Park District Coordination         | 5/15/2020              |
| 65% Plans, Specs and Estimate              | 6/15/2020              |
| Park District and Public Coordination      | 7/1/2020               |
| 90% Plans, Specs and Estimate              | 8/3/2020               |
| Permit Submittals (IDOT, MWRD, CCHD, IEPA) | 8/3/2020               |
| Park District and Public Coordination      | 9/1/2020               |
| 100% Design Submittal                      | 9/30/2020              |
| Plans out to Bid                           | 10/30/2020             |
| Bid Opening                                | 12/8/2020              |

## **SCOPE OF SERVICES**

Based on our previous work on the past two phases of the Neighborhood Storage Project, we recommend the following Scope of Services.

### **Task 1 – Final Design and Bidding Services for Phase 2 - Hibbard Park and Associated Base Storm Sewers:**

We understand the improvements to include the construction of a 10 acre-feet doubletrap StormTrap underground storage basin within Hibbard Park located along the west side of Skokie Rd and south of Wilmette Ave. Approximately 4,000 feet of new storm sewer will be constructed to convey the storm water to the proposed basin.

The following improvements are anticipated to be included in proposed Phase 2 of the West Side Neighborhood Storage Project:

- 10 acre-feet Underground StormTrap Storage Basin
- 4,000 feet of mainline sewer (36" to 76" x 48" ellip.)
  - Millbrook Lane
  - Glenview Road
  - Valley View Drive
  - Thelin Court
  - Hill Street
  - East Side of Hibbard Park
- Pump Station with back-up generator\*
- Reconstruction of Hill Street
- Patching/resurfacing of all other streets
- Park Amenities/Green Infrastructure (TBD)

### **Tasks 1a and 1b – Construction Documents**

Our team will prepare construction documents consisting of drawings, details, and technical specifications. The set of drawings will contain a General Notes sheet that will list the required material specifications, plan view sheets, section cuts, restoration detail sheets, and detailed construction staging as required. The technical specifications will provide detailed information on each of the work items and materials to be used in the project, including park restoration and landscape design in the March 2020 IGA between the Village and Park District. The pump station design will be incorporated in the plans and specifications, and the design scope is included in Task 1n. We understand the Village's front-end documents shall be inserted into the WSNP specifications.

We estimate the following drawings will be prepared to complete the Construction Documents:

| SHEET NAME                               | SHEETS    |
|--|-----------|
| COVER SHEET WITH INDEX OF SHEETS         | 1         |
| GENERAL NOTES                            | 3         |
| SUMMARY OF QUANTITIES                    | 3         |
| TYPICAL SECTIONS                         | 5         |
| ALIGNMENT, TIES, BENCHMARKS              | 4         |
| CONSTRUCTION DETAILS                     | 4         |
| EXISTING CONDITIONS AND REMOVAL PLANS    | 8         |
| STORM SEWER PLAN AND PROFILES            | 12        |
| ROADWAY RECONSTRUCTION PLAN AND PROFILES | 3         |
| CROSS SECTIONS                           | 6         |
| GRADING AND DETENTION VAULT PLANS        | 4         |
| STAGING PLANS                            | 4         |
| PARK STORM SEWER PLAN                    | 2         |
| LANDSCAPING PLANS                        | 5         |
| PUMP STATION AND GENERATOR PLANS*        | 3         |
| PUMP STATION AND GENERATOR DETAILS*      | 2         |
| GREEN INFRASTRUCTURE PLANS               | 3         |
| EROSION CONTROL AND LANDSCAPING PLANS    | 7         |
| EROSION CONTROL AND LANDSCAPING DETAILS  | 1         |
|  |           |
| <b>TOTAL</b>                             | <b>80</b> |

\*hours for pump station design are included in Task 1n

Plans will be submitted to the Village and other agencies to review at the Preliminary (65%), Pre-final (90%) and Final (100%) levels.

Design of common green infrastructure elements will be included in the construction documents. Common green infrastructure items may include rain gardens, bio-swales, infiltration basins, and/or similar items. We will work with the Village in identifying areas for these improvements within the roadway ROW and on Park District and private property, as available. Complete “green” streetscape design and/or rainwater harvesting systems (with filtration, pumping, and treatment per ILPH) are beyond this scope of services and if these are desired, a separate scope of services would be prepared.

Park restoration and amenity improvements are anticipated to be common and reasonable items such as new play fields, fencing, sidewalks/bike paths, etc. The landscape plan for the park is included in the project design in accordance with the IGA. Major improvement items, such as structural facilities, large retaining walls, and green infrastructure outside of the project limits are beyond this Scope of Services.

Task 1c – General Conditions/Staging

Our team will prepare a set of General Conditions that includes site-specific instructions for each phase and special requirements with respect to minimizing disruption to the area residents, Park District operations, Community Recreation Center and adjacent properties. An analysis of the sheet pile wall for construction at Hibbard Park noted in the concept plan will be further analyzed during this phase. It is expected that other items to be addressed will include interim completion dates and associated liquidated damages.

Task 1d – Bid Proposal Alternates

Our team will prepare a bid form for unit prices to be used for fairly pricing additional/deduct work and alternative pricing forms, if needed. Value engineering/cost saving alternatives will be investigated. These may include alternate storm sewer materials, different pavement rehabilitation or reconstruction sections, precast tees vs. traditional manhole structures and others.

Task 1e – Engineer's Opinion of Probable Cost

Our team will prepare an engineer's estimate of probable construction costs for each plan submittal to the Village and at final the final bidding stage.

Task 1f – Board Meetings/Neighborhood Meetings

CBBEL will make presentations at two Village Board meetings, three Park Board meetings and at a separate neighborhood meeting. PowerPoint presentations and exhibits/boards will be prepared for these meetings.

Task 1g – Operation and Maintenance Plans

CBBEL will provide an operation and maintenance plan for the storm water facilities per MWRD requirements, manufacturer specifications and Public Works input.

Task 1h – Permitting and Utility Coordination

Our team will submit and receive approval for all required permits from IEPA, MWRDGC, IDOT and Cook County and the Village for construction and detour routes as necessary. It is anticipated that permitting through MWRD may be required to relocate the existing above-ground detention facilities on Hibbard Park to the proposed underground stormwater storage system.

Building on the 30% plans, CBBEL will identify utilities that may have facilities within the project limits and send a Preliminary Utility Request to all known utility companies to obtain pertinent information. Based on the information received from the utility companies, CBBEL will include locations of all facilities on the plans, identify potential conflicts with the proposed project and design the proposed improvements to minimize utility conflicts. It is our understanding that the Village will pothole any utilities as have been done on previous phases of this project. Utility coordination will continue through design to resolve any utility conflicts.

Task 1i through 1m – Bidding Assistance

During the bidding phase our team will:

- Provide a list of qualified contractors to bid on the improvements.
- Facilitate the pre-bid meeting, site tours, and bid opening.
- Prepare and submit addenda as needed.

- Respond to bid questions during the bidding period.
- Evaluate bids received. Prepare and submit a memorandum to the Village on its review, analysis, conclusions, and recommendation associated with the bids received. The memorandum shall also describe, explain, and summarize any variances between the Engineer's estimate and apparent low bidder's bid breakdown. Check references submitted.

It is our understanding that the Village may contract with Stormtrap separately for the purchase of the underground storage units. In the event this is the case, CBBEL will assist with this order based on our design plans for the project.

### Task 1n – Pump Station Design

*Pump Station Task 1 – Data Collection and Review Existing Conditions:* CBBEL will meet on site with Village to review above listed scope of work and review existing conditions. CBBEL will review any available information, record drawings, and sewer atlases the Village may have in its files. CBBEL will coordinate with the utility companies to provide three phase electric service to the pump station.

*Pump Station Task 2 – Preparation of Preliminary Design Memorandum:* This task will include a general description of the proposed pump station improvements and will detail pump station design parameters such as range of pumping flow rate, pumping head, motor horsepower, and general configuration of the wet well, controls, enclosures and site amenities. Pump controls and portable standby generator connections will be housed in a weather-proof standalone aluminum or stainless-steel enclosure on a concrete slab on grade. The preparation of the Preliminary Design Memorandum establishes the design parameters prior to final drawing preparation. Once design parameters and requirements are established by the Design Memorandum and agreed upon, we will proceed with Task 3. One meeting has been assumed for presentation and discussion of the Design Memorandum.

*Pump Station Task 3 – Preparation of Plans and Specifications:* CBBEL will prepare technical specifications and design drawings for the project. The drawings will include a site plan, plan view and sections detailing the work to be performed along with mechanical, electrical and civil details, and provisions for SCADA communication using the Village's established SCADA provider. The drawings will also include a one-line diagram of the pump power plan and controls, and details of site-specific equipment. Technical specifications will be prepared for all equipment to be included in the project. CBBEL will prepare an opinion of probable construction cost for the pump station improvements. These will be incorporated into the overall project design documents for each submittal.

### Task 1o – Plats & Easements

Temporary and permanent easements will be required over the storm sewers and underground storage basins within Hibbard Park as well as for storm sewer work on private property to upsize the storm sewer on Thelin Court.

### *Survey Task 1 – Hibbard Park Drainage Easement and Legal Description*

This task will include the following:

1. Initial coordination with Client.

2. Research at the Cook County Recorder's Office.
3. Office calculations and plotting of field and record data.
4. CAD drafting of the drainage easement exhibit plat for the proposed easement areas.
5. Write the legal description for the proposed easement areas.
6. Final review and submittal by an Illinois Professional Land Surveyor.

***Survey Task 2 – Residential Drainage Easement and Legal Description***

This task will include the following

1. Initial coordination with Client.
2. Research at the Cook County Recorder's Office.
3. Office calculations and plotting of field and record data.
4. CAD drafting of the drainage easement exhibit plat for the proposed easement areas.
5. Write the legal the description for the proposed easement areas.
6. Final review and submittal by an Illinois Professional Land Surveyor.

**Task 2 – Final Design and Bidding Services for Optimized Storm Sewer #1**

We understand the improvements will include the construction of approximately 1575 feet of new storm sewer will be constructed to convey the storm water to the proposed underground stormwater storage basin at Hibbard Park. CBBEL has recently completed the 30% plans and estimate for this storm sewer alignment. We have assumed the final design plans and permitting may be completed at a separate time and as part of a separate package from the Hibbard Park (Phase 2) final design plans.

**Relief Storm Sewers**

- 1,575 feet of mainline storm sewer
- Patching/resurfacing of Romona Rd Wilmette Ave-520' south of Wilmette
- Patching/resurfacing of Beverly Dr Wilmette Ave-1100' south of Wilmette
- Green Infrastructure (TBD)

**Tasks 2a and 2b – Construction Documents**

Our team will prepare construction documents consisting of drawings, details, and technical specifications. The set of drawings will contain a General Notes sheet that will list the required material specifications, plan view sheets, section cuts, restoration detail sheets, and detailed construction staging as required. The technical specifications will provide detailed information on each of the work items and materials to be used in the WSNP.

We understand the Village's front-end documents shall be inserted into the WSNP specifications.

We estimate the following drawings will be prepared to complete the Construction Documents:

| SHEET                                   | NUMBER OF SHEETS |
|---|------------------|
| COVER SHEET WITH INDEX OF SHEETS        | 1                |
| GENERAL NOTES                           | 3                |
| SUMMARY OF QUANTITIES                   | 1                |
| TYPICAL SECTIONS                        | 2                |
| ALIGNMENT, TIES, BENCHMARKS             | 2                |
| CONSTRUCTION DETAILS                    | 2                |
| EXISTING CONDITIONS AND REMOVAL PLANS   | 2                |
| STORM SEWER PLAN AND PROFILES           | 4                |
| STAGING PLANS                           | 3                |
| LANDSCAPE GREEN INFRASTRUCTURE PLANS    | 3                |
| EROSION CONTROL AND LANDSCAPING PLANS   | 2                |
| EROSION CONTROL AND LANDSCAPING DETAILS | 2                |
| <b>TOTAL</b>                            | <b>27</b>        |

Plans will be submitted to the Village and other agencies to review at the Preliminary (65%), Pre-final (90%) and Final (100%) levels.

Design of common green infrastructure elements, as outlined in the Green Infrastructure Plan, will be included in the construction documents. Common green infrastructure items may include rain gardens, bio-swales, infiltration basins and/or similar items. Complete “green” streetscape design and/or rainwater harvesting systems (with filtration, pumping, and treatment per ILPH) are beyond this Scope of Services.

#### Task 2c – General Conditions/Staging

Our team will prepare a set of General Conditions that includes site-specific instructions for each phase and special requirements with respect to minimizing disruption to the area residents, Park District operations and adjacent properties. It is expected that these will include interim completion dates and associated liquidated damages.

#### Task 2d – Bid Proposal Alternates

Our team will prepare a bid form for unit prices to be used for fairly pricing additional/deduct work and alternative pricing forms, if needed. Value engineering/cost saving alternatives will be investigated. These may include alternate storm sewer materials, different pavement rehabilitation or reconstruction sections, precast tees vs. traditional manhole structures and others.

#### Task 2e – Engineer’s Opinion of Probable Cost

Our team will prepare a list of engineer’s estimate of probable construction costs at each phase of the project.

#### Task 2f – Board Meetings/Neighborhood Meetings

CBEL will make presentations at two Village Board meetings and at a separate neighborhood meeting. PowerPoint presentations and exhibits/boards will be prepared for these meetings.

Task 2g – Operation and Maintenance Plans

CBBEL will provide an operation and maintenance plan for the storm water system per MWRD requirements, manufacturer specifications and Public Works input.

Task 2h – Permitting and Utility Coordination

Our team will submit and receive approval for all required permits from IEPA, MWRDGC, and the Village.

CBBEL will identify utilities that may have facilities within the project limits and send a Preliminary Utility Request to all known utility companies to obtain pertinent information. Based on the information received from the utility companies, CBBEL will include locations of all facilities on the plans, identify potential conflicts with the proposed project and design the proposed improvements to minimize utility conflicts. If limited information on existing utility locations is available, CBBEL will direct Cardo/TBE Group to physically locate and survey the horizon and vertical locations of the utility in question. We have an allowance for 2-3 potholes.

Task 2i through 2m – Bidding Assistance

During the bidding phase our team will:

- Provide a list of qualified contractors to bid on the improvements.
- Facilitate the pre-bid meeting, WSNSP site tours, and bid opening.
- Prepare and submit addenda as needed.
- Respond to bid questions during the bidding period.
- Evaluate bids received. Prepare and submit a memorandum to the Village on its review, analysis, conclusions, and recommendation associated with the bids received. The memorandum shall also describe, explain, and summarize any variances between the Engineer's estimate and apparent low bidder's bid breakdown. Check references submitted.

**FEE ESTIMATE**

Our fee estimate is provided in the table below and backup CECS sheets are attached. These design fees were included in the overall project cost estimates that were presented to the Village Board at the February 4, 2019 Committee of the Whole meeting.

| <b>TASK</b> | <b>DESCRIPTION</b>   | <b>FEE</b>          |
|-------------|--|---------------------|
| 1           | Hibbard Park and Associated Base Storm Sewers                  | \$266,411.22        |
|             | Park District and Stakeholder Design Contingency               | \$ 60,000.00        |
| 2           | Optimization Storm Sewer 1 – Final Design and Bidding Services | \$ 74,821.80        |
|             | <b><i>TOTAL</i></b>  | <b>\$401,233.02</b> |

**CONVERSION TO DESIGN / BUILD**

If upon completion of Preliminary (65%) Engineering plans, or at any point during the work under this contract, the Village of Wilmette wishes to convert this contract to a Design/Build Contract, CBBEL offers the services of Burke, LLC, a legal entity closely affiliated with CBBEL. CBBEL will terminate this contract and forfeit any remaining fee on the basis that Burke, LLC, CBBEL and the Village of Wilmette will execute a PRICE AND SCHEDULE GUARANTEE based on the preliminary plans and cost estimate. Burke, LLC will act as the General Contractor / Construction Manager in accordance with the terms and conditions of a mutually acceptable CONSTRUCTION MANAGEMENT CONTRACT. Burke, LLC will work with the Village of Wilmette to develop a mutually acceptable form of contract for construction services.

We will bill you at the hourly rates specified in our current contract for the West Side Neighborhood Storage Project and establish our contract in accordance with those General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

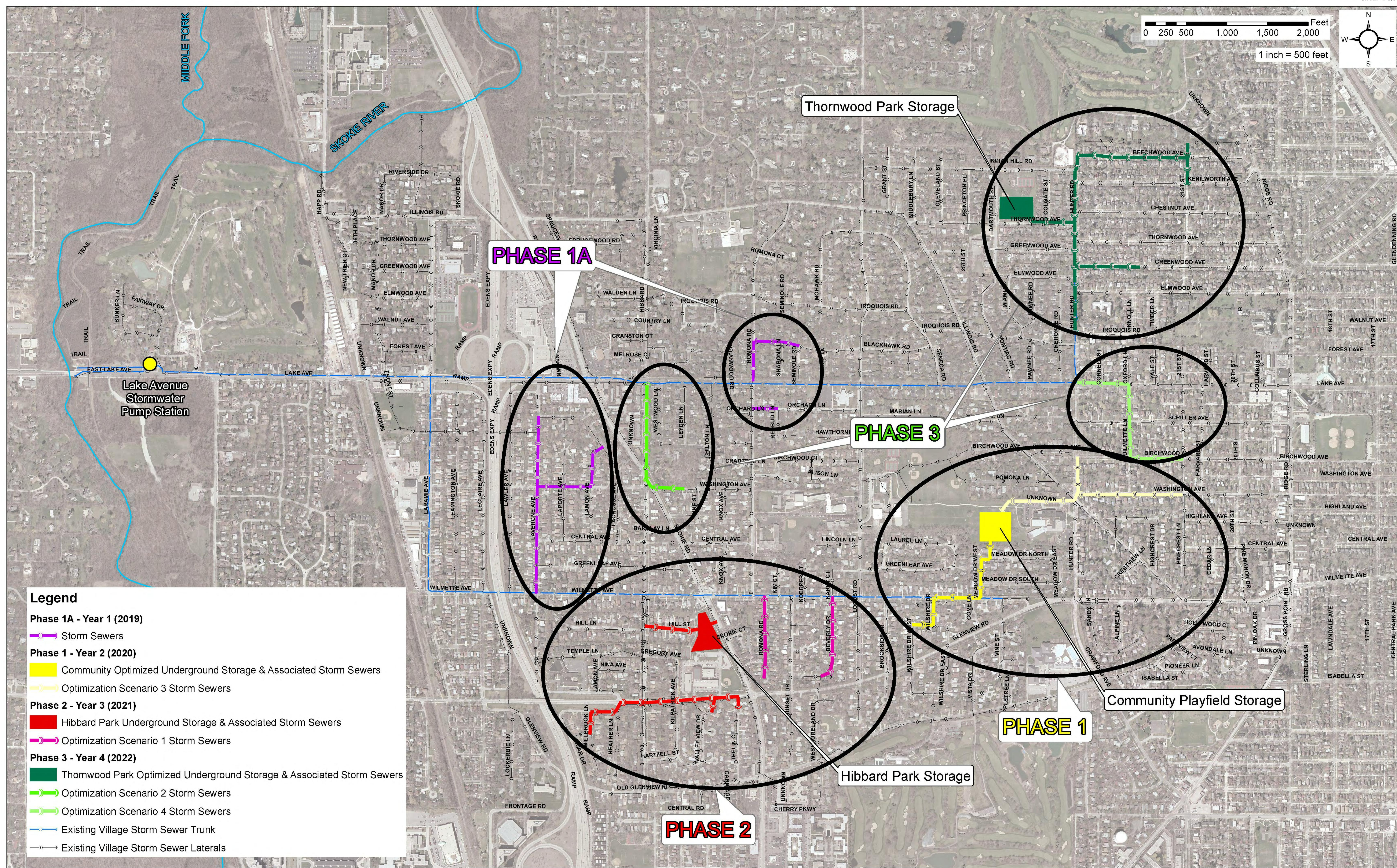
**THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF WILMETTE:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

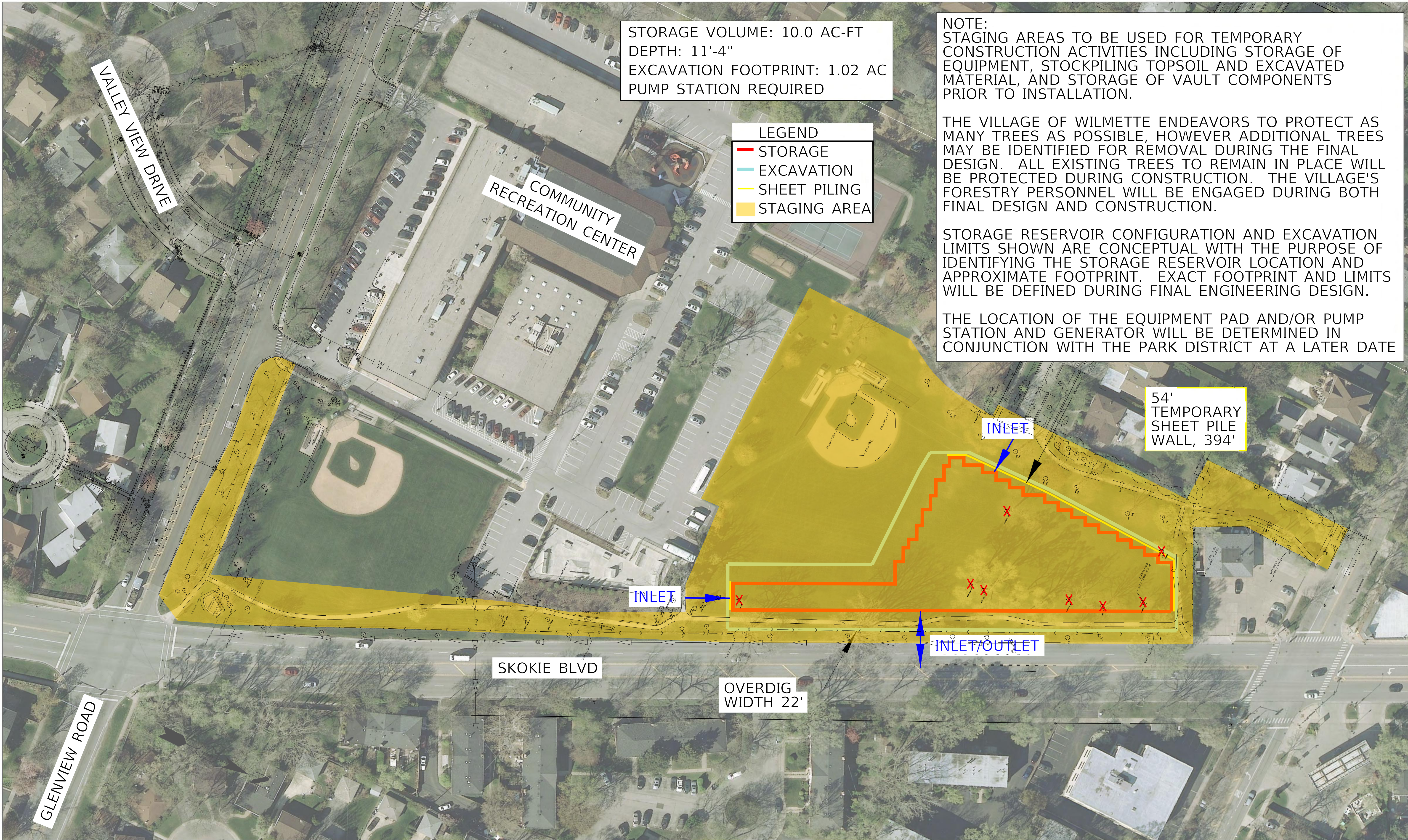
DATE: \_\_\_\_\_

N:\PROPOSALS\ADMIN\2018\Wilmette West Side Neighborhood Storage Project P180245\Hibbard proposal\UPDATED\_Hibbard\_04172020 (letterhead).docx



|   |        |  |  |      |        |  |       |          |  |
|---|--------|--|--|------|--------|--|-------|----------|--|
|  <div>Christopher B. Burke Engineering, Ltd.<br/>9575 West Higgins Road, Suite 600<br/>Rosemont, IL 60018<br/>(847) 823-0500 / FAX (847) 823-0520</div> | CLIENT | VILLAGE OF WILMETTE                                    |  | JOB# | 180245 |  | DSGN. | CHKD.    |  |
|   | TITLE  | BASE W/ OPTIMIZATION - NEIGHBORHOOD STORMWATER STORAGE |  |      |        |  | DATE  | 02/27/19 |  |
|   |        |  |  |      |        |  |       |          |  |

Page 15.11  
Attachment One



## Cost Estimate of Consultant Services

**(Direct Labor Multiple)**

|            |  |
|------------|--|
| Firm       | Christopher B. Burke Engineering, Ltd. |
| Route      | PHASE 2 FINAL DESIGN AND BIDDING       |
| Section    |  |
| County     |  |
| Job No.    |  |
| PTB & Item |  |

Date 03/24/20

|               |                |
|---------------|----------------|
| Overhead Rate | <u>129.05%</u> |
|---------------|----------------|

Complexity Factor 0

| DBE<br>DROP<br>BOX | ITEM  | MANHOURS | PAYROLL   | (2.60+R) TIMES<br>PAYROLL | DIRECT<br>COSTS | SERVICES<br>BY<br>OTHERS<br>(E) | DBE<br>TOTAL | TOTAL      | % OF<br>GRAND<br>TOTAL |
|--------------------|---|----------|-----------|---------------------------|-----------------|---------------------------------|--------------|------------|------------------------|
|                    |   | (A)      | (B)       | (C)                       | (D)             |                                 | (C+D+E)      | (C+D+E)    |                        |
|                    | Task 1a & b - Construction Documents          | 702      | 37,955.41 | 98,684.07                 | 1,500.00        |                                 |              | 100,184.07 | 37.61%                 |
|                    | Task 1c - General Conditions/Staging          | 62       | 4,161.48  | 10,819.85                 |                 |                                 |              | 10,819.85  | 4.06%                  |
|                    | Task 1d - Bid Proposal/Alternates             | 54       | 3,179.52  | 8,266.75                  |                 |                                 |              | 8,266.75   | 3.10%                  |
|                    | Task 1e - Engineer's Opinion of Probable Cost | 89       | 4,612.20  | 11,991.72                 |                 |                                 |              | 11,991.72  | 4.50%                  |
|                    | Task 1f - Board Meeting/Neighborhood Meeting  | 54       | 3,771.75  | 9,806.55                  | 2,000.00        |                                 |              | 11,806.55  | 4.43%                  |
|                    | Task 1g - Operation and Maintenance Plan      | 18       | 1,115.88  | 2,901.29                  |                 |                                 |              | 2,901.29   | 1.09%                  |
|                    | Task 1h - Permitting and Utility Coordination | 214      | 12,770.30 | 33,202.78                 |                 |                                 |              | 33,202.78  | 12.46%                 |
|                    | Task 1i to m - Bidding Assitance              | 24       | 1,386.42  | 3,604.69                  |                 |                                 |              | 3,604.69   | 1.35%                  |
|                    | Task 1n- Pump Station Design                  | 365      | 17,305.59 | 44,994.53                 |                 |                                 |              | 44,994.53  | 16.89%                 |
|                    | Task 1o- Plats & Easements                    | 91       | 5,035.34  | 13,091.88                 | 675.00          |                                 |              | 13,766.88  | 5.17%                  |
|                    | Management,Administration and QA/QC           | 78       | 5,720.04  | 14,872.10                 |                 | 10,000.00                       |              | 24,872.10  | 9.34%                  |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    |   |          |           |                           |                 |                                 |              |            |                        |
|                    | TOTALS  | 1751     | 97,013.93 | 252,236.22                | 4,175.00        | 10,000.00                       | 0.00         | 266,411.22 | 100.00%                |

**DBE 0.00%**

|  |             |
|--|-------------|
| Baxter & Woodman - Coordination and QAQC | \$10,000.00 |
|--|-------------|

**Cost Estimate of  
Consultant Services**  
(Direct Labor Multiple)

|            |  |
|------------|--|
| Firm       | Christopher B. Burke Engineering, Ltd. |
| Route      | PHASE 2                                |
| Section    |  |
| County     |  |
| Job No.    |  |
| PTB & Item |  |

Date 03/24/20

Overhead Rate 129.05%

Complexity Factor 0

| DBE<br>DROP<br>BOX | ITEM  | MANHOURS<br>(A) | PAYROLL<br>(B) | (2.60+R) TIMES<br>PAYROLL<br>(C) | DIRECT<br>COSTS<br>(D) | SERVICES<br>BY<br>OTHERS<br>(E) | DBE<br>TOTAL<br>(C+D+E) | TOTAL<br>(C+D+E) | % OF<br>GRAND<br>TOTAL |
|--------------------|---|-----------------|----------------|----------------------------------|------------------------|---------------------------------|-------------------------|------------------|------------------------|
|                    | Task 2a & b - Construction Documents          | 303             | 15,654.06      | 40,700.56                        | 1,250.00               |                                 |                         | 41,950.56        | 56.07%                 |
|                    | Task 2c - General Conditions/Staging          | 29              | 1,975.06       | 5,135.16                         |                        |                                 |                         | 5,135.16         | 6.86%                  |
|                    | Task 2d - Bid Proposal/Alternates             | 12              | 667.77         | 1,736.20                         |                        |                                 |                         | 1,736.20         | 2.32%                  |
|                    | Task 2e - Engineer's Opinion of Probable Cost | 27              | 1,293.91       | 3,364.17                         |                        |                                 |                         | 3,364.17         | 4.50%                  |
|                    | Task 2f - Board Meeting/Neighborhood Meeting  | 18              | 1,238.70       | 3,220.62                         | 1,750.00               |                                 |                         | 4,970.62         | 6.64%                  |
|                    | Task 2g - Operation and Maintenance Plan      | 8               | 493.54         | 1,283.20                         |                        |                                 |                         | 1,283.20         | 1.72%                  |
|                    | Task 2h - Permitting and Utility Coordination | 61              | 3,450.40       | 8,971.04                         |                        |                                 |                         | 8,971.04         | 11.99%                 |
|                    | Task 2i to m - Bidding Assistance             | 10              | 575.87         | 1,497.26                         |                        |                                 |                         | 1,497.26         | 2.00%                  |
|                    | Management, Administration and QA/QC          | 31              | 2,274.46       | 5,913.60                         |                        |                                 |                         | 5,913.60         | 7.90%                  |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    |   |                 |                |                                  |                        |                                 |                         |                  |                        |
|                    | <b>TOTALS</b>                                 | 499             | 27,623.77      | 71,821.80                        | 3,000.00               | 0.00                            | 0.00                    | 74,821.80        | 100.00%                |

DBE 0.00%

**END OF DOCUMENT**