

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 5, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Green Streets/Sustainable Storm Water Program & Downtown Business District Water Quality Enhancements	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a contract for professional services for the Green Streets/Sustainable Storm Water Program (SW-069) and Downtown Business District Water Quality Enhancements (SW-073) to Engineering Resource Associates, Inc. of Warrenville, Illinois in the amount of \$26,397.80.

STRATEGIC PLAN ALIGNMENT

The goals for 2011 to 2018 include *Steward of Financial and Environmental Sustainability, Top Quality Infrastructure and Continual Innovation.*

FISCAL IMPACT

The adopted FY11 Stormwater Fund budget provides a total of \$35,000 for professional services for the Green Streets/Sustainable Storm Water Program (SW-069) and the Downtown Water Quality Improvements (SW-073) projects.

RECOMMENDATION

Approval on the April 5, 2011 consent agenda.

BACKGROUND

The FY11 budget includes funding for concept-level design services for two projects to address drainage concerns. The first is the Green Streets/Sustainable Storm Water program, which will encourage residents to use local stormwater control measures such as rain gardens and bioswales. The second is a project to reduce the pollutants that travel from downtown into St. Joseph Creek.

Green Streets/Sustainable Storm Water Program –

Numerous calls are received by Public Works staff from residents about localized drainage concerns. While the long-range goal is to provide drainage infrastructure within 200 feet of all properties, this is not always feasible given the location of existing infrastructure and budgetary constraints. In some situations, the best way to manage the excess stormwater is within the site itself via more natural methods such as rain gardens, bioswales and rainwater harvesting. Staff anticipates the expansion of the Cost-Share Program to include more naturalized mitigation measures or Best Management Practices (BMPs) in situations that lend themselves to this type of project. The proposed contract with Engineering Resource Associates, Inc. will provide concept-level details and designs for the Green Streets/Sustainable Storm Water Program that will be used to develop resident interest in the program as well as give Public Works staff additional tools to solve local drainage issues. These details will provide visual images as well as approximate costs and maintenance expectations.

Downtown Business District Water Quality Enhancement –

With the majority of the Downtown Business District consisting of paved surfaces, the area generates a large amount of stormwater runoff during each rain event. This runoff carries with it pollutants that are generated in a typical downtown area including oils, heavy metals, and other suspended solids. These pollutants travel

uninhibited to St. Joseph Creek, which has been identified as a medium priority on the IEPA's 303(d) Impaired Waters List. Public Works staff anticipates the installation of various water quality BMPs to the existing infrastructure over the next several years to help reduce the amount of pollutants currently entering St. Joseph Creek and help meet federally mandated requirements. The proposed contract with Engineering Resource Associates, Inc. will provide an overall improvement plan which will include BMP types, suggested locations, costs and maintenance details. The plan will be implemented by staff based on available funding.

The Village posted a request for proposal for concept-level design in February 2011 and received ten proposals. Village Staff recommends award of this contract for professional services to Engineering Resource Associates, Inc. based on their approach and understanding of the project, their capability to perform the work, and their experience with similar projects.

Engineering Resource Associates, Inc. has completed numerous studies and design projects for the Village in recent years including work on the WIIP, streambank stabilization design for the 59th St. Ditch (DR-022) and design of the Prentiss Creek-Sub B Watershed Improvements (SW-034). Engineering Resource Associates, Inc. has also worked with the Village for more than two years as the permit review consultant. Work completed to date has been satisfactory.

ATTACHMENTS

Capital Project Sheet SW-069 & SW-073

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Public Works **DATE:** April 5, 2011
(Name)

RECOMMENDATION FROM: _____ **FILE REF:** SW-069/-072
(Board or Department)

NATURE OF ACTION:

- ☐ Ordinance
☐ Resolution
☒ Motion
☐ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to authorize a professional services contract to Engineering Resource Associates, Inc. in the amount of \$26,397.80 for Green Streets/Downtown Water Quality Enhancements.

SUMMARY OF ITEM:

Adoption of this motion shall authorize execution of a professional services contract with Engineering Resource Associates, Inc. in the amount of \$26,397.80 for Green Streets/Downtown Water Quality Enhancements.

RECORD OF ACTION TAKEN:



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Engineering Resource Associates, Inc.

Project Name: Green Streets/Downtown Water Quality Enhancements
Proposal No.: SW-069, -072
Proposal Due: Monday, February 28th, 2011 @ 10:00 A.M.–Public Works
Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Monday, February 14th, 2011

This document consists of 26 pages.

Return **original** and **two duplicate copies (one in electronic format)** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

JEFF LOSTER
STAFF ENGINEER
VILLAGE OF DOWNERS GROVE – PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-6875
FAX: 630/434-5495
www.downers.us

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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 2 additional copies (one 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 (or 10 double sided - not including those within this document to be submitted). Double-sided printing is encouraged, however, please note that double-sided pages will be counted as two.
- 1.2 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Monday, February 28th, 2011 @ 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: JEFF LOSTER, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 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 proposer's 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

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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 person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid 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 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

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

4. NONDISCRIMINATION

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

5. SEXUAL HARASSMENT POLICY

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

- 5.1.1 Notes the illegality of sexual harassment;
- 5.1.2 Sets forth the State law definition of sexual harassment;
- 5.1.3 Describes sexual harassment utilizing examples;
- 5.1.4 Describes the Proposer's internal complaint process including penalties;
- 5.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 5.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

6. **EQUAL EMPLOYMENT OPPORTUNITY**

- 6.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

- 6.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 6.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 6.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 6.1.4 That it will send to each labor organization or representative of workers with

which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 6.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

7. DRUG FREE WORK PLACE

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

Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 7.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers

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of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 7.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 7.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

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

9. INSURANCE REQUIREMENTS/INDEMNIFICATION

- 9.1 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

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under this agreement and for which the Proposer may legally liable:

- 9.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
- 9.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
- 9.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
- 9.1.4 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;
- 9.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 9.1.6 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;
- 9.1.7 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.
- 9.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 9.3 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.
- 9.4 In addition to required insurance coverages, the Proposer shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.
- 10. CAMPAIGN DISCLOSURE**
- 10.1 Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 10.2 The Campaign Disclosure Certificate is required pursuant to the Village of

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Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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

- 10.4 By signing the bid documents, contractor/proposer/Proposer/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.

11. SUBLETTING OF CONTRACT

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

12. TERM OF CONTRACT

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

13. TERMINATION OF CONTRACT

- 13.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

14. BILLING & PAYMENT PROCEDURES

- 14.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 14.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as

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possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

- 14.3 Please send all invoices to the attention of Jeff Loster, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 15.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

16. STANDARD OF CARE

- 16.1 Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 16.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 16.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

17. GOVERNING LAW

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

18. SUCCESSORS AND ASSIGNS

- 18.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

19. WAIVER OF CONTRACT BREACH

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- 19.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

20. AMENDMENT

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

21. NOT TO EXCEED CONTRACT

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

22. SEVERABILITY OF INVALID PROVISIONS

- 22.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

23. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

24. COOPERATION WITH FOIA COMPLIANCE

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

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 Project Description

The Village is seeking a qualified consulting firm, or team of firms, to assist with the development of the proposed Green Streets/Sustainable Storm Water Program, and Downtown Business District (DBD) Water Quality Improvements. In general, the scope of services will entail detailed analysis and preliminary designs for specific BMP's within the DBD, and conceptual designs for inclusion into the Village-Wide Green Streets/Sustainable Storm Water Program. The Village's overall budget for this scope of services is \$35,000.

Green Streets/Sustainable Storm Water Program

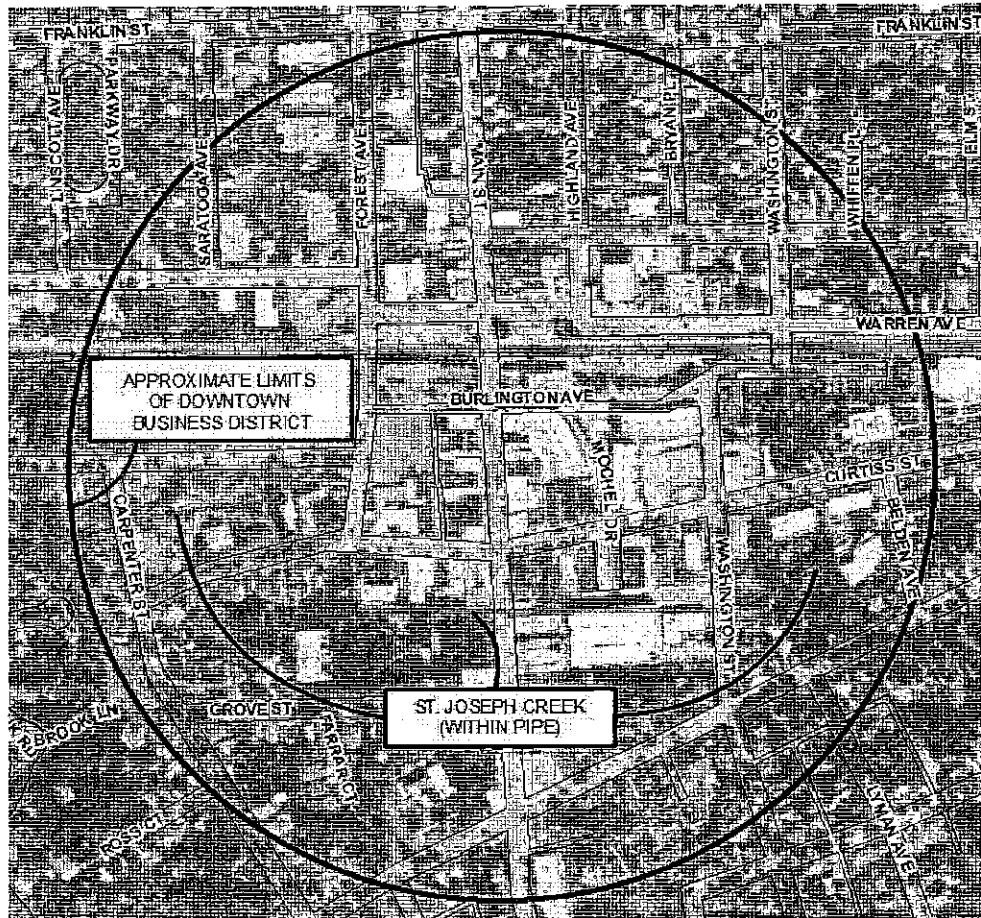
There are numerous, small-scale drainage issues throughout the Village's residential areas that require customized solutions due to the varying site conditions. While the Village will ultimately determine the locations and extents of these projects, the objective of this portion of the project is to establish some conceptual details of BMPs, both natural and structural, to be installed within residential areas. The focus of these BMPs will be on both infiltration and water quality. These are likely to include (but not be limited to) rain gardens, bioswales, etc. Village Staff will coordinate with the consultant to select the types of BMPs, and to standardize the format in which the concept details are presented. Village Staff will incorporate the developed standard BMPs into a comprehensive program that will then be utilized on a case-by-case basis at various locations throughout the Village. Site-specific details, designs and cost-estimates will not be required of the consultant for this portion of the work.

Downtown Business District Water Quality Improvements

The Village's Downtown Business District is centered at the intersection of Main Street and Burlington Avenue (see exhibit below). The area consists of mostly impervious surfaces including buildings, roads, sidewalks and alleys with a network of storm sewer which ultimately drains to St. Joseph Creek. The selected consultant will need to analyze the existing storm sewer network (an atlas map will be made available to the Consultant) and all other pertinent data to develop a conceptual plan for implementation of a network of BMPs (including type and location) throughout this area. Specifically, there should be at least one recommended BMP located to serve each main storm sewer outlet into the 11' diameter pipe, which conveys St. Joseph Creek through the DBD, as well as other proposed BMPs in the upland watershed. BMPs shall be selected and located through an iterative process of discussions between the consultant and the Village Staff. The focus of these BMPs will primarily be water quality, as it is unlikely that infiltration BMPs will

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be practical within the DBD, although if there are opportunities for infiltration the Village will certainly give them some consideration.



1.3 Scope and Schedule

The Consultant will be required to perform all necessary work needed to prepare the Final Report which includes the following:

Downtown Business District Water Quality Improvements

- Conceptual plan for site specific implementation of structural (and natural, if applicable) BMPs throughout the downtown area
- Prioritization of proposed BMPs based on site conditions, BMP effectiveness, cost, etc.
- Maintenance schedule for each of the BMPs selected
- Site specific cost estimates for each of the BMPs selected
- Identification of pollutants addressed by each BMP
- Details/Manufacturers specifications for each of the BMPs selected
- Any survey services needed to optimize BMP selection, prove-up design, and verify site specific cost estimates.

Green Streets/Sustainable Storm Water Program

- Conceptual details for BMPs (for residential areas)
- Approximate maintenance schedules for residential BMPs
- Approximate cost estimates for residential BMPs

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 promotional materials, brochures, construction documents, etc, for the chosen alternative(s).

The Consultant shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall have the Final Report completed no later than 60 calendar days after receipt of the Notice to Proceed. This schedule includes submittal of a preliminary draft of the Final Report to Village staff for review and comment. This schedule shall be adhered to in order to assure the completion and delivery of all services.

2. PROPOSAL REQUIREMENTS

2.1 Quantity and Format

One original and two copies of the statement of proposal (one copy to be in electronic format on a CD) shall be submitted in an 8 ½ x 11 format and be organized as follows:

- Cover Letter (optional)
- Project Understanding/Approach
- Firm Qualifications and Experience (Project Data Sheets)
- Key Staff Resumes
- Project Organizational Chart
- Proposed project schedule
- “Not to Exceed” Fee Proposal w/hourly breakdown

The proposals shall be succinct, and directly relevant to this project. Maximum number of pages for consultant generated proposal information shall be 20 (or 10 double sided). 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 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.

2.3 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
- Ability to complete the Final Report within the required schedule
- Familiarity with Village of Downers Grove policies and preferences
- Capability and experience on comparable projects, including familiarity with the DuPage County Countywide Stormwater and Floodplain Ordinance
- 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

2.4 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

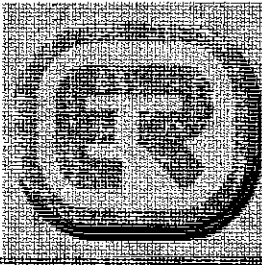
3.1 General

The Consultant shall provide the following deliverables:

- Final Report: A final report shall be provided, including all site specific design information and cost estimates for the DBD Water Quality Improvements, and all concept designs, graphics, cost estimates, etc. for the Green Streets/Sustainable Storm Water Program. Site specific designs, calculations, and cost estimates for the DBD Water Quality Improvements shall be signed and sealed by a professional engineer licensed in the state of Illinois. Conceptual details and graphics for the Green Streets/Sustainable Storm Water Program need not be signed and sealed.
- Plans and cost estimates shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD format (2007 or later), and as .pdf documents. The cost estimates shall be in Excel format. CAD drawings must be created using legitimate AutoCAD software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Consultant at no additional cost to the Village, and shall be at the discretion of the Village staff.
- Illustrations and conceptual details shall be provided in AutoCAD format, or as vector graphics (.ai files or approved alternate), and as high-resolution images (.tif, .jpg, etc)

3.2 Deliverable Quantities

- A minimum of Four (4) 2-hour project coordination meetings with Village Staff and other stakeholders
- One (1) hard copy and one (1) electronic copy of the preliminary draft of the Final Report
- Five (5) hard copies and one (1) electronic copy of the Final Report
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above



Professional Engineering Proposal

ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers, Scientists & Surveyors

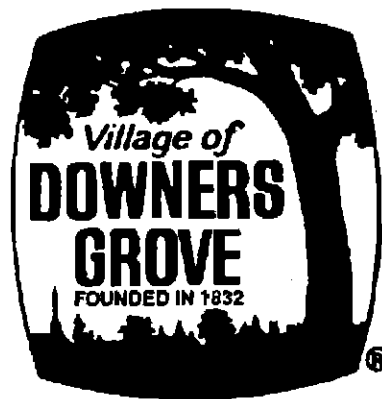


Green Streets/ Downtown Water Quality Enhancements

Proposal No.: SW-069/-073

Prepared for:

Village of Downers Grove



February 28, 2011

www.eraconsultants.com



ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

February 28, 2011

Mr. Jeff Loster
Staff Engineer
Village of Downers Grove - Public Works
5101 Walnut Avenue
Downers Grove, IL 60515

SUBJECT: Proposal for Engineering and Environmental Services
Green Streets/Downtown Water Quality Enhancements (SW-069/-073)

Dear Jeff:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for engineering and environmental services for the Green Streets/Downtown Water Quality Enhancements projects. The proposal has been prepared in accordance with the request for proposal, addendum #1, visits to the project sites and our experience on similar projects.

ERA is a civil engineering, structural engineering, environmental science and surveying firm that has provided design and construction phase services to municipal, county and state agencies. **We are recognized experts in the design and construction of storm water management improvements and water quality Best Management Practices (BMPs).** Besides authoring regional storm water ordinances and technical guidance documents, our team provides training opportunities for other professionals and have also designed numerous BMPs throughout the Chicago area. The following is a listing of several BMP related ordinances, manuals, seminars and guidelines recently completed by ERA.

1. DuPage County Best Management Practices Manual
2. DuPage County BMP Ordinance Revisions
3. DuPage County BMP Training Seminars
4. IDOT BDE Manual, Chapter 41 Update – Construction Site Storm Water Pollution Control
5. IDOT – Statewide Training Course – NPDES Compliance
6. MWRDGC – Cook County Watershed Management Ordinance (WMO)
7. MWRDGC – WMO Technical Guidance Manual
8. IAFSM – BMP Design with EPA SWMM and RECARGA Workshop

As part of our regulatory work, we have established professional relationships with all major manufacturers of proprietary BMPs in order to adequately assess performance to regulatory standards and for inclusion in the technical guidance documents. These relationships will be especially useful in our development of a plan for the downtown business district.

Warrenville
35701 West Avenue, Suite 150
Warrenville, IL 60555
T 630.393.3060
F 630.393.2152

Geneva
501 West State Street, Suite 203
Geneva, IL 60134
T 630.262.8669
F 630.262.8698

Chicago
10 South Riverside Plaza, Suite 1800
Chicago, IL 60606
T 312.683.0110
F 312.474.6099

Champaign
3002 Crossing Court
Champaign, IL 61822
T 217.351.6288
F 217.355.1902

Concerning the Village's proposed Green Streets/Sustainable Storm Water Program, our work on DuPage County's BMP Manual involved close coordination with other municipalities facing similar drainage issues in residential areas to create BMP designs and cost estimates appropriate for homeowners.

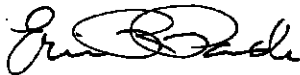
The Plan, like all plans, needs to obtain buy-in from elected officials and other relevant parties to be effective. As a public document, certain graphics and possibly educational material beyond engineering design should be included to help obtain buy-in.

We have chosen to partner with Gary R. Weber and Associates (GRWA) for this important work. We have worked extensively with GRWA on similar projects including several downtown redevelopment projects. Since 2006, ERA and GRWA have served together as the Riverwalk Consultants for the Naperville Riverwalk Commission. Their landscape architecture experience includes development of BMP plans for other municipalities with similar issues as the Village's.

Finally, we are confident that our already established library of relevant water quality materials will allow us to quickly start on this project and to be able to finish comfortably within the allocated time-frame.

We appreciate the opportunity to submit this proposal and we trust it meets with your approval. We look forward to working with the Village of Downers Grove on this and future assignments. Please contact me at (630) 393-3060 if you have any comments or questions.

Very truly yours,
ENGINEERING RESOURCE ASSOCIATES, INC.



Erin R. Pande, PWS
Project Manager





PROJECT UNDERSTANDING / PROJECT APPROACH

Project Background

The Village of Downers Grove would like to develop two water quality programs. The Village desires a detailed analysis and preliminary design for the downtown business district and conceptual designs for inclusion into the Green Streets Program in the residential areas.

The **Downtown Business District Water Quality Improvements** is a program intended to improve the largely impervious business district through the use of Best Management Practices (BMPs) to treat storm sewer discharges and to remove pollutants from impervious surface runoff before entering the sewer system. The issues faced here do not relate to topography as much as they do to the fact that Downers Grove is one of the original settlements in DuPage County. Over time, as the downtown area expanded, a network of storm sewers resulted, all ultimately draining to about 8 outfalls into St. Joseph Creek. The creek is encased in an 11-foot diameter pipe through the downtown area. The Village desires a detailed analysis and conceptual BMP plan for each main storm sewer outfall. The Village has existing GIS mapping, storm sewer atlas and Watershed Infrastructure Improvement Plan (WIIP) that can be utilized to help determine flows to the outfalls. Additional BMPs are also desired throughout the watershed within the business district.

The **Green Streets/Sustainable Storm Water Program** is intended to address small scale drainage problems within residential areas through the use of BMPs to infiltrate and treat storm water. Many of these problems exist in older residential areas pre-dating modern stormwater management requirements. Additionally, and somewhat unique to DuPage County, is the glacial landscape reflective of the "knob and kettle" topography. This resulted in numerous depressions upon the landscape which has aggravated drainage issues in older areas. Some depressional areas flood to the extent that the Village developed a Localized Poor Drainage Area (LPDA) map to address localized flooding and regulate new development drainage so as to not compound the flooding issues. The Village desires conceptual details of non-structural or structural BMPs that will help alleviate flooding via infiltration and treat storm water pollutants. The BMPs must be appropriate for use within residential areas. The conceptual BMPs selected will be utilized by the Village to develop a village-wide comprehensive program. The Village will select the locations and extent of the BMP projects.

Project Approach

ERA will meet and coordinate with staff to refine the Village's conceptual ideas concerning the two water quality plans and gather necessary background data. Due to our considerable regulatory work, ERA maintains a **large quantitative and qualitative library of information on BMPs** including performance standards, costs, graphics, and engineering designs. We anticipate that after the initial meeting we can quickly provide useful BMP information in the form of white papers for Village staff review while field inspection, data gathering, and the storm sewer system analysis takes place. Each BMP white paper will include approximate BMP cost estimates, typical pollutant removal efficiencies, maintenance schedules and typical details. This will help facilitate a quality, streamlined project and allow us to meet the 60 day deadline for Final Report completion.



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PROJECT UNDERSTANDING / PROJECT APPROACH

The downtown business district portion of the plan requires a stormwater analysis in order to determine the amount of anticipated flow for each of the outfalls into St. Joseph Creek. Upon completion of the analysis we will be able to appropriately size BMPs and provide recommendations and prioritize the implementation of the different BMP options for staff consideration. As the plan evolves we will also be able to customize appropriate non-proprietary BMPs, with staff input, for use within the watershed. For example, in the downtown business districts "**Tree Vaults**" and "**Bio-Retention Planters**" can be attractive and cost-effective whereby storm water runoff is routed to the vault/planter and utilized by the vegetation. There may also be future opportunities to incorporate permeable pavements to coincide with maintenance work. Measures such as these will be described in detail within the final report.

For the Green Streets/Sustainable Storm Water Program, ERA will review the areas with drainage issues and perform office and field reconnaissance to determine where BMPs are needed and have the potential to function properly. This is important in that site conditions often influence what BMPs are appropriate. For instance in nuisance drainage areas such as those found in some residential areas of the Village, ERA has designed a drywell (sometimes modified with a rain garden) to alleviate drainage issues. However, soils need to be investigated beforehand to determine suitability for such a BMP. It is also important to note that in residential areas consideration must be given to the permanence of the BMP. While one homeowner may embrace rain barrels, rain gardens, and bioswales another homeowner may consider them a nuisance and remove them. Depending on the situation it may be preferable to provide drywells and infiltration trenches as BMPs due to their "out of sight, out of mind" characteristics. Based upon our observations of the existing site conditions we will design several BMPs that are appropriate for the areas. Information will be presented in a format suitable for educating a general public who typically maintains differing expectations. We will create a user-friendly "menu" of BMP alternatives complete with:

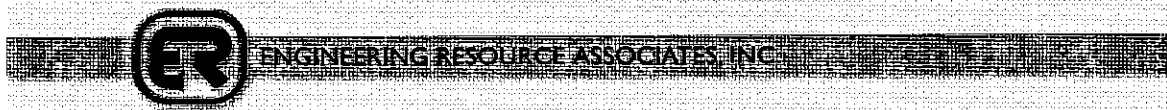
- Site conditions for application (soils, tributary area, etc.);
- Effectiveness by type;
- Outline maintenance requirements; and,
- Identify initial and long-term cost.

Our process helps to educate Village staff and residents of the storm water benefits of BMPs and make BMP selection by the Village a simple process.

Innovative Ideas

ERA is committed to providing design solutions firmly grounded in feasible criteria that must demonstrate cost-effectiveness. After reviewing the project scope, existing WIIP, and field reconnaissance ERA has developed several preliminary innovative ideas that will help make these projects a success.

1. ***Innovative Design Solutions*** - As part of developing regional guidance manuals and regulations we have established excellent working relationships with the leading manufacturers of structural water quality BMPs and are able to bring this insight into the BMP planning and selection process. ERA notes that **not all manufactured BMPs are created equal**. In this evolving industry there is a wide range of products and cost-effectiveness and not always a direct relation between the two. Staying ahead of the learning curve is especially important when working on the downtown business district plan due to its high level of urbanization and therefore likely reliance on manufactured BMPs.





PROJECT UNDERSTANDING / PROJECT APPROACH

2. **Designing for the Future** – ERA recognizes that budgets are limited during these difficult times. Implementation of BMPs that will benefit the watershed and community are often put aside to pay for more pressing problems. Currently, the Ordinance requires BMPs for new developments greater than one acre. It is often difficult to incorporate water quality BMPs in roadway projects, redevelopment and infill projects that are common within business districts due to the limited space available. The proposed BMPs can be sized to treat future projects to meet the Ordinance requirements and can be constructed by the developer in lieu of designing and constructing the BMP on their site.
3. **Funding** - It is important to note that there are at least two grants currently available that each of the programs may qualify for. One opportunity is the new Illinois Green Infrastructure Grant Program (IGIG) grant through the State of Illinois and the other is DuPage County's water quality grant. DuPage County may also have fee-in-lieu of BMP funds available. Additionally, Illinois American Water offers communities located within the Illinois American Water service area funds for innovative, community-based environmental projects that improve restore or protect the watersheds, surface water and/or groundwater supplies. ERA will assist the Village in gathering further information on these grants and funding opportunities as part of the project. We will include a section within the reports discussing available funding options and application deadlines. A specific amount has been budgeted for this task.
4. **Educational Signage** - We propose to utilize the services of Gary R. Weber and Associates to augment educational exhibits if the Village desires to provide educational signage for the residents on the purpose of the BMPs in the downtown business district. A small budget has been included for this task for consideration by the Village.

Scope of Services

ERA will provide engineering and environmental services in accordance with the following work plan.

1. **Meetings** - We will provide four project coordination meetings, including the kick-off meeting, with staff to ensure a thorough understanding of the final deliverables is obtained by all relevant parties as the project progresses. We anticipate that the meetings for the Green Streets and the Downtown Business District Water Quality Enhancements can be combined to save on costs.
2. **Data Collection** - ERA will obtain and review various mapping products, studies and background data available from the Village and other various agencies to assist with the analysis and development of the reports. We anticipate that these items will include:
 - The Villages GIS information;
 - Storm, sanitary and water atlases from the Village;
 - WIIP for North St. Joseph Creek Watershed, Sub Basins SJN-ESJN-D and SJN-J;
 - Aerial-based tax map from DuPage County;
 - DuPage County benchmark information;
 - Digital contour mapping from the Village GIS system;
 - DuPage County two foot topography maps;



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PROJECT UNDERSTANDING / PROJECT APPROACH

- Soil Conservation District Soils Map;
 - Localized Poor Drainage Area Map from the Village;
 - Available record or permitted plans with utility information in the project areas from the Village;
 - Private utility atlases from utility companies including electric, telephone, gas and cable; and,
 - Floodway and floodplain mapping from DuPage County.
3. **Survey Services** - ERA will provide survey services to verify that proposed BMP placement is feasible. This will include:
- a. Benchmark – It is assumed ERA will utilize a DuPage County Datum benchmark.
 - b. Storm Sewer System – ERA will collect storm sewer information for the main outlets into St. Joseph Creek. Anticipated survey data includes rim elevations, invert depths, pipe size, pipe type and flow direction.
 - c. Utility Conflicts – ERA will survey and document apparent utility locations and depths within 100 feet of the main storm sewer outfalls. This task involves rim and invert elevations of the sanitary sewer and rim and top of pipe elevations of watermains. This information will be used to identify potential conflicts and to develop solutions that are both constructible and economically feasible.
4. **Planning and Design Downtown Business District Water Quality Enhancements (SW-073)** - Specific tasks to be completed in this phase include:
- a. ERA will utilize available Village and survey information to create specific TR-20 models for the outfalls in order to determine flows to size each BMP properly.
 - b. ERA will select BMPs that are appropriate for use at the storm sewer outfalls and within the downtown area and will provide white papers for Village Staff review, input and preferences.
 - c. Based upon the Village's chosen BMPs, ERA will develop a Conceptual Plan with site specific design, maintenance schedules, cost estimates, pollutant removal efficiencies, details and manufacturer specifications for each individual BMP for review by Downers Grove staff;
 - d. A preliminary draft of the Final Report incorporating the Village's comments and input of the Conceptual Plan, calculations, and cost estimates will be written.
 - e. ERA will incorporate the Village's review comments of the preliminary Final Report and provide a Final Report.
5. **Planning and Design Green Streets (SW-069)** – Specific tasks to be completed in this phase include:
- a. ERA will develop conceptual BMP details that are appropriate for residential use for review by Village staff;
 - b. A preliminary Final Report including revised conceptual BMP designs, graphics and approximate cost estimates will be written.
 - c. The Final Report will include final conceptual BMP designs, graphics and cost estimates. It will also include educational exhibits for the residents.



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PROJECT UNDERSTANDING / PROJECT APPROACH

Deliverables

ERA will provide the following anticipated deliverables:

1. Meeting minutes from the kick off meeting (1) and 2-hour project coordination meetings (3). Agendas for the meetings will be emailed to the project team within two days of the meeting.
2. An electronic copy of our surveyed points in AutoCad and a hard copy of all survey notes.
3. One hard copy and one electronic copy of each of the preliminary drafts of the Final Reports.
4. Five hard copies and one electronic copy of each of the Final Reports.
5. One data CD of all electronic copies of all project files, drawings, and any other supporting documentation.

Firm Qualifications and Experience

Our Project Director, **Bruce Maki**, and Project Manager, **Erin Pande**, have worked extensively with green technologies. They recently prepared the **DuPage County Water Quality Best Management Practices Technical Guidance** and the **Cook County Watershed Management Ordinance and Technical Guidance Manual** for the Metropolitan Water Reclamation District of Greater Chicago. The DuPage and Cook manuals include extensive information on design standards, construction, costs, and maintenance specifications for individual BMPs. Mr. Maki is one of the original authors of the **DuPage County Stormwater and Floodplain Management Ordinance** and was Project Manager for the County in preparing the associated **Technical Guidance Manual**. Both Mr. Maki and Ms. Pande are proficient in the evaluation and design of BMPs and have designed numerous public and private projects utilizing BMPs. In addition, Mr. Maki has provided expert witness testimony for several high level developments concerning the environmental and water quality impact of proposed development on the receiving watershed and neighboring properties.

ERA has the ability to perform all of the major tasks which the Village has outlined within the Request for Proposal. Besides AutoCAD we are proficient in other types of design software including Microsoft Publisher, ArcGIS, Adobe Illustrator, etc. Our graphic capabilities will be very useful in producing BMP concept exhibits for the Residential Program. We foresee the use of exhibits to educate and sell the public on the use of BMPs as integral in the program's implementation. We propose to utilize the services of Gary R. Weber and Associates to augment educational exhibits. In addition, we are very familiar with Village's policies and procedures as we provide Storm Water Management Permit review services to the Village and have performed drainage studies and storm water project design services for the Village in the past.

Due to our extensive work with water quality BMPs, ERA will provide a timely, well written document customized to the Village's concerns and needs. We have an extensive BMP library of cost information including costs from projects designed and constructed by ERA to allow us to **provide accurate cost estimating**. With this information we feel we will be able to hit the ground running and reduce costs for this important project.



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PROJECT UNDERSTANDING / PROJECT APPROACH

Water Quality Improvement Team and Project Organization Chart

The Green Streets/Downtown Water Quality Enhancements Project requires a firm with experience performing planning, design, permitting and cost estimating experience. ERA's Water Quality Improvement Team is proficient in identifying the various options for balancing project goals with project cost, while meeting all local, state, and federal regulatory requirements. All team members are familiar with Downers Grove and most have worked directly on storm water projects for the Village in the past. ERA's Water Quality Improvement Team recently completed projects requiring close coordination with both private and public stakeholders, as well as incorporating design components, including, but not limited to: water quality BMPs such as rain gardens; bioswales; infiltration practices; permeable pavers; and manufactured systems.

A project team chart is included on the following pages. ERA's Water Quality Improvements Team is well-acquainted with the requirements of planning, and designing water quality improvements. A brief description of each of the members of the Team is provided below.

Erin R. Pande, Professional Wetland Scientist (PWS 1927)

Project Manager

Erin Pande has 10 years of experience in environmental science. Her work experience includes water quality best management practice design and implementation; regulatory reviews and permitting; wetland delineation and quality assessments; riparian environment assessments; natural area mitigation/restoration design; and wetland, riparian, and native landscape monitoring. She has also been active in educating fellow professionals on the design, installation and maintenance of BMPs through various workshops. She has presented at the DuPage County BMP Training seminars, at events sponsored by the Illinois Association for Stormwater Management (IASFM) on Low Impact Development and on RECARGA (an infiltration model that can be used to determine the required effective infiltration area for infiltration basins and bioretention devices) and at Half Moon LLC's Stormwater Management Seminar. Ms. Pande helped author the DuPage County Water Quality Best Management Practices Technical Guidance Manual, and the Cook County Watershed Ordinance and Technical Guidance Manual. She has designed numerous BMPs throughout the Chicago land area. **Project Responsibilities** – Ms. Pande will serve as contact for the Village and oversee BMP planning work and design. Recent project include:

- Best Management Practices Manual - DuPage County, Illinois
- Cosley Zoo Green Infrastructure Parking Lot Expansion - Wheaton Park District, Illinois
- Clara's Restaurant BMP Design – Genco Holdings, Woodridge, IL
- Charleston Road Aquatic Garden - Village of Hinsdale, Illinois
- Floodplain, Wetland and Stormwater Permit Reviews and Audits - DuPage County, Illinois
- Naperville Riverwalk Reconstruction, Various Improvements - City of Naperville, Illinois
- Bennett Park Shoreline Stabilization - Geneva Park District, Illinois
- IDOT BDE Chapter 59-8 Manual Revision - Illinois Department of Transportation
- Gundersen Drive / West Street Roadway & BMP Improvements - Village of Carol Stream, Illinois
- Cook County Watershed Management Ordinance and Technical Guidance Manual – MWRD
- Woodside Course Streambank Stabilization and Improvements - Cantigny Park (Wheaton), Illinois
- Lake Osborne Shoreline Stabilization - City of Naperville, Illinois
- DuPage River Greenway Trail Streambank Stabilization - Bolingbrook Park District, Illinois



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PROJECT UNDERSTANDING / PROJECT APPROACH

Bruce W. Maki, CFM (IL-05-00172)

Project Director – Director of Environmental Services

Bruce Maki is the Director of Environmental Services for ERA. He has over 24 years of experience in regulatory and water resource issues. His work experience includes the design and construction oversight of numerous public drainage improvements; the preparation and amendment of local ordinances; ensuring local governmental compliance with local, state and federal regulations; and advising the development community on cost-effective timesaving design techniques to meet regulatory requirements. He has presented numerous times on Water Quality Best Management Practices from case studies to general education. Recently he was retained by a private professional education institution to provide a professional training seminar on BMP design. In addition he has provided expert testimony in Land Use hearing concerning watershed impacts of proposed development. Mr. Maki's geology background often helps him bring a unique perspective to water quality projects and other water resource public improvements, such as native landscape restorations and streambank maintenance projects. **Project Responsibilities** – Mr. Maki will direct the project team, oversee schedule deadlines, review submittals and deliverables, participate in BMP design and plan writing, and attend project meetings. Recent project include:

- Best Management Practices Manual - DuPage County, Illinois
- Floodplain, Wetland and Stormwater Permit Reviews and Audits - DuPage County, Illinois
- Bennett Park Shoreline Stabilization - Geneva Park District, Illinois
- IDOT BDE Chapter 59-8 Manual Revision - Illinois Department of Transportation
- Woodside Course Streambank Stabilization and Improvements - Cantigny Park (Wheaton), Illinois
- Cook County Watershed Management Ordinance and Technical Reference Manual – MWRD
- Lake Osborne Shoreline Stabilization - City of Naperville, Illinois
- DuPage River Greenway Trail Streambank Stabilization - Bolingbrook Park District, Illinois

Rodney A. Beadle, PE, CFM (PE 062-045076)

Quality Assurance and Control - President

Rod Beadle is the President and founder of ERA. He has extensive experience in the design and construction of transportation, infrastructure, and stormwater management improvement projects for public and private sector clients. He has served as Project Director and Project Manager on major projects for state agencies, county departments, and municipalities throughout the Midwest. He is responsible for the implementation of the firm's quality control and quality assurance plan on all projects. **Project Responsibilities** – Mr. Beadle will provide oversight of QA/QC for the plans and will review deliverables to the Village.

Daniel K. Matter, APSS

Environmental Scientist /Soil Scientist

Daniel Matter has over eight years of experience in environmental science. His work experience includes natural resource management and planning, ecosystem assessment and restoration, forest hydrology and soils management, water quality monitoring, wetland delineation and quality assessment and regulatory permitting. In addition, Mr. Matter has prepared numerous guidance documents for state and local agencies related to temporary sediment and erosion control BMPs, as well as the design of post-construction structural best management practices. **Project Responsibilities** – Mr. Matter will help



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PROJECT UNDERSTANDING / PROJECT APPROACH

prepare BMP designs with an emphasis on infiltration/soil issues, and will assist with field reconnaissance.

Brian J. Dusak, PE, CFM (PE 062-062144) Project Engineer

Brian serves as Principal Project Engineer on many public and private improvement projects. He is knowledgeable in transportation, infrastructure and drainage engineering projects. He has served as design engineer for past Downers Grove storm sewer projects and served as design engineer for recent roadway projects required to meet the new DuPage BMP ordinance standards. **Project Responsibilities-** Brian will work in close coordination with the environmental staff on BMP design, and will oversee the analysis of existing storm water infrastructure. Brian will also assist with estimating construction and maintenance costs of BMPs.

Marty J. Michalisko, PE, CFM (PE 062-058762) Senior Project Engineer

Marty Michalisko serves as Senior Project Engineer on transportation, infrastructure, and drainage engineering projects. He is knowledgeable of site design standards and stormwater ordinance requirements throughout northeast Illinois communities, including Will County. He has extensive knowledge of complex hydrologic and hydraulic programs, such as HEC-2, HEC-RAS, FEQ, HEC-1, HEC-HMS, TR-20, Hydra, XPSWMM, HY-8, and Hydraflow. **Project Responsibilities** – Mr. Michalisko will assist with the evaluation of existing storm water systems and design of the BMPs of the project.

Bradley A. Strohl, PLS (PLS 035-003686) Land Surveyor

Brad Strohl serves as Manager of the Survey Department, overseeing all aspects of survey operations. He began his career in surveying in 1997, and has experience in a wide range of surveying tasks. **Project Responsibilities** – Mr. Strohl will oversee CADD drafting and surveying necessary to prove out BMP designs.

Gary Weber, ASLA (157-000154) Landscape Architect

Gary Weber is the founding principal of GRWA. He has more than 30 years of experience in providing Landscape Architecture and Land Planning for public and private clients. He has received recognition for his work from a variety of sources, including the Metropolitan Planning Council, American Public Works Association, National Association of Industry and Office Parks and the Home builders Association of Greater Chicago.

Not-to-Exceed Fee

Fees for engineering services described in this proposal are proposed on an hourly multiplier, not-to-exceed basis. Our proposed multiplier rate for this assignment will be 2.80 times direct hourly payroll rates. Direct costs will be charged at the actual rate incurred with no markup. Our proposed total not-to-exceed fees for the project are \$22,558. The project total with the educational signage option is \$23,998. An hourly breakdown is attached.



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PROJECT EXPERIENCE

ERA's Project Experience

Best Management Practices Manual DuPage County, Illinois

Reference: *Nicholas W. Kottmeyer, PE, Superintendent of Public Works
(630) 407-6818*

ERA was selected to draft a water quality best management practices manual for DuPage County. The manual serves as technical guidance under the countywide stormwater ordinance which regulates an urban population of approximately one million. ERA was selected for our expertise and experience as primary review consultant for DuPage County Stormwater Management Permits and our strong environmental division. Challenges included writing a manual that addressed the County's physical and social geographic characteristics and winter weather conditions. In addition, ERA chaired review meetings with several stakeholder groups, prepared necessary ordinance changes, and provided educational seminar for municipalities affected by the new BMP manual provisions.

Cosley Zoo Green Infrastructure Parking Lot Expansion Wheaton Park District, Illinois

Reference: *Steve Hinchee, Park Planner
(630) 510-4976*

ERA provided design engineering, permitting, and as-built survey services for the parking lot expansion at Cosley Zoo. ERA retrofitted a rain garden into the existing lot, and used permeable brick pavers for the expansion to enhance stormwater quality. The project required coordination with the City of Wheaton and DuPage County.

Charleston Road Aquatic Garden Village of Hinsdale, Illinois

Reference: *Dan Deeter, Village Engineer
(630) 789-7030*

ERA provided Phase III resident engineering services for this shoreline stabilization and water quality improvement project. The project involved overseeing construction of the overflow weir, bioengineering stabilization, and native planting installation. A public presentation was conducted by ERA with regards to the construction and planting success. The project also includes providing future management and monitoring reports to evaluate the success of the stabilization and plantings and recommend maintenance activities to achieve the performance criteria outlined in the stormwater management permit.



ENGINEERING RESOURCE ASSOCIATES, INC.



PROJECT EXPERIENCE

Floodplain, Wetland and Stormwater Permit Reviews and Audits DuPage County, Illinois

Reference: Clayton Heffer, Stormwater Permitting Manager
(630) 407-6729

Since 1995, ERA has served as the primary consultant providing permit review services to DuPage County for the review of submittals for conformance with the requirements of the Countywide Stormwater and Flood Plain Ordinance. Our reviews have been performed for large and small projects involving wetland and riparian impacts, floodplain and floodway impacts, detention facilities, conveyance facilities, best management practices, stream stabilizations and channel revisions. To date, we have performed over 1,000 reviews. ERA also provides on-call wetland delineation, mitigation and monitoring assignments for the county.

Naperville Riverwalk Reconstruction Phase I, Segment 2 and Other Improvements City of Naperville, Illinois

Reference: William Novack, PE, City Engineer
(630) 420-6704

Since 2006, ERA has served as the primary consultant for the Naperville Riverwalk. The Riverwalk is a nationally renowned multi-use park and trail system along a 1.4-mile section of the DuPage River. The original Riverwalk was constructed in 1981. ERA was retained to permit and design structural improvements along the original sections of the Riverwalk and to design new sections to extend the facility. ERA has also designed several other structural improvements along and adjacent to the Riverwalk. Most projects have included FEQ modeling, HEC-RAS modeling and floodway and wetland permits. The following is a listing of primary elements included in the designs:

- New reinforced concrete bulkhead walls and low flow walkways along the river banks
- Cofferdam and dewatering design to accommodate new walls and walkways
- Re-grading and reconstruction of upper brick paver walkways and retaining walls to accommodate accessibility improvements
- Extensive landscaping, irrigation and shoreline stabilization improvements
- Rehabilitation of piers and concrete overlook areas
- Rehabilitation of two wooden covered bridges
- Decorative lighting and signage improvements



ENGINEERING RESOURCE ASSOCIATES, INC.



PROJECT EXPERIENCE

Downtown/Streetscape Projects Various Locations

ERA has provided extensive downtown/streetscape enhancement services for municipal clients throughout northeastern Illinois. These projects have included the installation of decorative street lights, decorative brick pavers, planters, street trees, landscape schemes for adjacent businesses, adding decorative treatments to the traffic signals and restoration of decorative brick pavers. Recent projects include:

- **City of Lake Forest – Western Avenue Infrastructure/Streetscape Enhancement, and Waukegan Road Improvements Projects**
Ramesh Kanapareddy, PE, CFM, Assistant City Engineer – (847) 283-8539
- **City of West Chicago - Downtown Streetscape Improvements**
Rob Flatter, PE, Public Works Director – (630) 293-2200
- **Village of Wilmette - 4th and Linden Streetscape and Roadway Improvements**
Brigette Mayerhofer, PE, Village Engineer – (847) 853-7627
- **Village of Lombard – Downtown Streetscape Improvements, Phase I and II**
Ray Schwab, Civil Engineer – (630) 620-5700
- **City of Wheaton – Downtown Gateway Project**
Paul Redman, PE, City Engineer – (630) 260-2069
- **Village of Oak Brook – 22nd Street Beautification**
Michael Hulihan, Public Works Director – (630) 368-5272
- **Village of Glen Ellyn – Roosevelt Road Streetscape and Lighting Improvements**
Robert J. Minix, PE, Professional Engineer - (630) 469-6756

Bennett Park Shoreline Stabilization Geneva Park District, Illinois

Reference: Larry Gabriel, Superintendent of Parks & Properties
(630) 232-4542

ERA provided environmental and engineering solutions for the Bennett Park shoreline stabilization project. Portions of the river shoreline have experienced bank erosion and vegetation loss due to fluctuations of water levels, wave action, and ice shear. The stabilization plan implements bioengineering and vegetative stabilization techniques. Staff incorporated dedicated fishing areas into the design to minimize loss of bank vegetation due to fishing activity. Staff incorporated design standards that qualify for Illinois statewide and federal regional permits in order to save time and cost for the park district.



ENGINEERING RESOURCE ASSOCIATES, INC.



PROJECT EXPERIENCE

IDOT BDE Chapter 59-8 Manual Revision Illinois Department of Transportation

Reference: *Tom Ripka, Project Review Engineer
(217) 785-4602*

Provided an update of departmental policies and procedures including Chapter 59-8 of the BDE Manual and prepared a training course on NPDES compliance with an emphasis in Stormwater Pollution Prevention Plan (SWPPP) preparation. Educational materials were also developed to train IDOT staff and to assure that requirements of the ILR10 and ILR40 permits issued to IDOT are implemented on department construction sites.

- Reviewed existing IDOT design and field procedures/practices relating to Erosion and Sediment Control (ESC) on construction sites.
- Reviewed current version of Chapter 59.8 for compatibility with current ILR10 requirements and for compliance with IDOT's current ILR40 permit.
- Researched ESC measures used by other transportation departments that were appropriate for use on IDOT projects.
- Revised Chapter 59.8 to provide more specific requirements and guidance in selecting and designing appropriate ESC measures. Selection of ESC measures are dependent on project and site parameters including slopes, soil types, soil particle size, flow rates, flow types (sheet or concentrated), and time of year. Specific design criteria were included in the chapter.
- Provided a guidance section within the revised manual for development of a comprehensive SWPPP.
- Revised BDE Form 2342 (SWPPP) to conform to revised BDE manual.

Gundersen Drive / West Street Roadway Improvements Village of Carol Stream, Illinois

Reference: *Jim Knudsen, Village Engineer
(630) 871-6220*

ERA provided transportation engineering and environmental services for the reconstruction of Gundersen Drive and West Street. Gundersen Drive was reconstructed from West Street to Main Place, and West Street from Della Avenue to Gundersen Drive. Gundersen Drive is located within an industrial park and West Street borders a residential neighborhood. The streets were reconstructed to meet Village standards which include a bituminous roadway with curb and gutters and isolated street lights. In addition, the parkway along West Street was utilized for **non-mechanical Best Management Practices (BMPs)**. ERA coordinated all communication and property access with stakeholders.



ENGINEERING RESOURCE ASSOCIATES, INC.



PROJECT EXPERIENCE

Woodside Course Streambank Stabilization and Improvements Cantigny Park (Wheaton), Illinois

Reference: *Matt LaFond, Executive Director
(630) 668-5161*

ERA was retained by the Cantigny Foundation to provide streambank stabilization and course improvements on the Woodside Course. The par-5, second hole experienced significant erosion and sedimentation issues due to a stream, a tributary to Winfield Creek. The project required evaluating the channel hydraulics by creating a HEC-RAS model. ERA will develop an innovative site design that remains sensitive to the site's intended uses for recreational activities, and promotes environmental stewardship. ERA has secured funds from a DuPage County Water Quality Grant. In addition, ERA will work to secure Illinois Environmental Protection Agency (IEPA) 319 funds for this project.

Downers Grove Stormwater Master Plan - St. Joseph Creek South Village of Downers Grove, Illinois

Reference: *Jim Tock, Staff Engineer
(630) 434-2453*

ERA was responsible for analyzing the 2,300-acre St. Joseph Creek South Watershed. The watershed was divided into 10 drainage basins in which flooding problems were identified and categorized based upon their frequency and severity. The analysis utilized GIS technology and XPSWMM hydrologic/hydraulic modeling. The study led to multiple design and construction projects.

Cook County Watershed Management Ordinance and Technical Reference Manual Metropolitan Water Reclamation District of Greater Chicago

Reference: *William Sheriff, Supervising Civil Engineer
(312) 751-3169*

ERA was retained to develop Cook County's first comprehensive, countywide watershed management ordinance. The WMO regulates over 130 communities of diverse economic backgrounds and includes stormwater, floodplain, and water quality standards for new construction. Services include white paper research and coordination with stakeholders, watershed planning organizations and governmental agencies in the development of the ordinance. The ordinance was tailored to the unique physical and social geographic features of Cook County to ensure that future development would not contribute to flooding or water quality degradation. In addition the project included writing the ordinance technical guidance manual as an aid to the implementation of the ordinance.



ENGINEERING RESOURCE ASSOCIATES, INC.



PROJECT EXPERIENCE

Lake Osborne Shoreline Stabilization

City of Naperville, Illinois

Reference: William Novack, PE, City Engineer
(630) 420-6704

ERA provided environmental restoration design services for the stabilization of the 3,600' shoreline of Lake Osborne. The project provided water quality benefits through the installation of several best management practices. The project included reinforcement of failing fabri-form mats, bioengineering stabilization practices, enhancement of natural vegetation areas and new native deep-rooted plantings. The project was designed to enhance pollutant assimilation, sediment filtration and wildlife habitat functions.

DuPage River Greenway Trail Streambank Stabilization

Bolingbrook Park District, Illinois

Reference: James Patula, Superintendent of Parks
(630) 783-6563

ERA provided streambank stabilization services for the Bolingbrook Park District's DuPage River Greenway Trail. The regional recreational trail runs along the East Branch of the DuPage River and was within the regulatory floodway and involved jurisdictional wetlands. Due to meandering and velocity of the river, a portion of the park district's trail section experienced streambank erosion. Staff designed a bioengineered plan to stabilize both the streambank and the recreational trail that utilized a-jacks and native plantings to prevent erosion. ERA solution was cost-effective and fit within federal and state stabilization permits to reduce permitting effort.



ENGINEERING RESOURCE ASSOCIATES, INC.

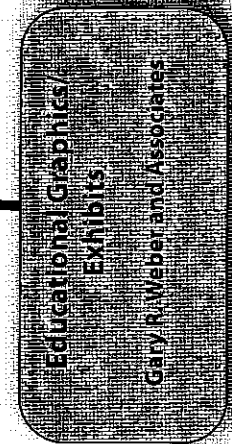
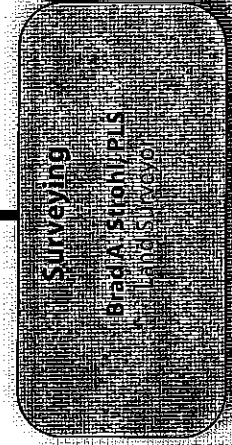
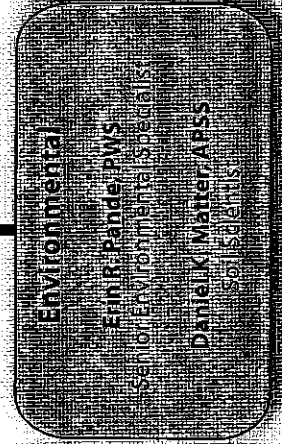
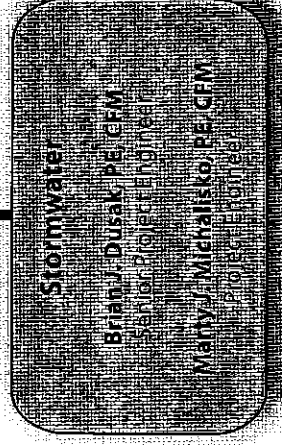
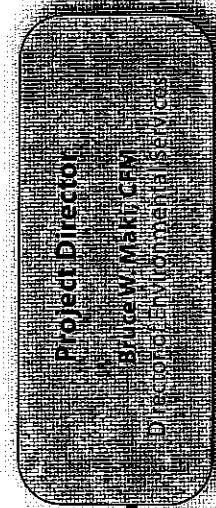
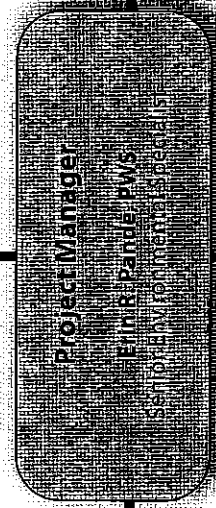
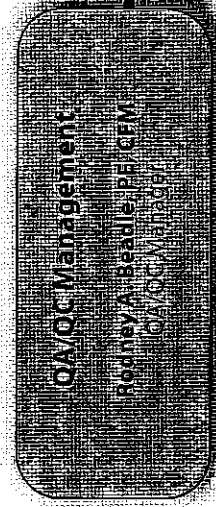
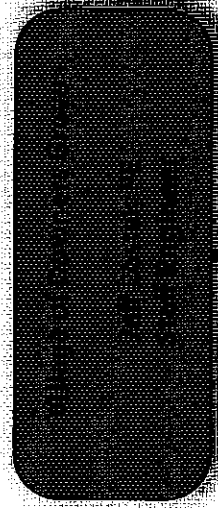
Water Quality Improvements Team Chart

Green Streets/Downtown Water Quality Enhancements

Proposal No.: SW-069/-073



ENGINEERING RESOURCE ASSOCIATES, INC.
Consulting Engineers, Scientists & Surveyors
www.eraconsultants.com



Hour and Cost Budget
Village of Downers Grove
Green Streets/Downtown Water Quality Enhancements

Prepared By
Engineering Resource Associates, Inc.
02/28/11

TASKS	PD	PM	PE	DE	ES	PLS	FT	CT	CL	TOTAL HOURS	%OF HRS	TOTAL COST
Rate:	\$154.00	\$78.40	\$119.00	\$78.40	\$78.40	\$98.00	\$56.00	\$89.60	\$59.50			
1. Meetings (4) and Coordination	2	10	0	2	0	0	0	0	0	1	15	\$1,308
2. Data Collection	0	4	1	2	1	1	0	4	0	0	13	\$1,124
3. Survey	0	0	0	0	0	9	10	2	1	22	8.6%	\$1,681
4. Downtown Business District Water Quality Enhancements (SW-073)												
a. Storm Sewer Analysis	0	1	8	8	0	0	0	0	0	0	17	\$1,658
b. BMP White Papers	0	3	0	0	12	0	0	0	0	0	15	\$1,176
c. Concept Plan	0	8	3	2	0	0	0	8	0	0	21	\$1,858
d. Preliminary draft of Final Report	2	12	3	4	2	0	0	15	2	40	15.6%	\$3,539
e. Final draft of Final Report	1	6	3	2	2	0	0	5	1	20	7.8%	\$1,803
5. Green Streets (SW-069)												
a. Concept Details	0	8	1	0	12	0	0	6	0	0	27	\$2,225
b. Preliminary draft of Final Report	2	16	4	4	4	0	0	12	2	44	17.2%	\$3,860
c. Final Draft of Final Report	1	8	1	1	0	0	0	3	1	15	5.9%	\$1,307
6. Alternative Funding Sources	0	1	1	2	2	0	0	0	0	7	2.7%	\$571

Sub-total:	8	77	25	27	35	10	10	55	9	256	100.0%	\$22,108
Direct Costs (0% Markup)												
Printing												\$250
Mileage												\$200
												\$0
Subtotal Direct Costs												\$450

Project Total, Not-to-Exceed Fee **\$22,558**

Alternate 1: Gary R. Weber & Associates
Educational Signage

PD: Project Director
PM: Project Manager
PE: Project Engineer
DE: Design Engineer
GWB: Gary Webber & Associates
ES: Environmental Scientist
PLS: Professional Land Surveyor
FT: Field Technician
CT: CADD Technician
CL: Clerical

Project Total, With Alternate **\$23,998**

Village of Downers Grove

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
PROPOSER:**

Engineering Resource Associates, Inc.

Company Name

Date: February 28, 2011

3s701 West Avenue, Suite 150

Street Address of Company

jmayer@eraconsultants.com

Email Address

Warrenville, IL 60555

City, State, Zip

John F. Mayer, P.E.

Contact Name (Print)

(630) 393-3060

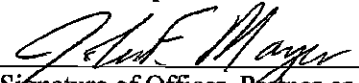
Business Phone

(630) 393-3060

13-Hour Telephone

(630) 393-2152

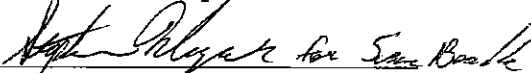
Fax


Signature of Officer, Partner or
Sole Proprietor

John F. Mayer, Principal

Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

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

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Engineering Resource Associates, Inc.

ADDRESS: 3s701 West Avenue, Suite 150

CITY: Warrenville

STATE: IL

ZIP: 60555

PHONE: (630) 393-3060 FAX: (630) 393-2152

TAX ID #(TIN): 36-3686466

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: *John F. Mayer*

DATE: February 28, 2011

Village of Downers Grove

PROPOSER'S CERTIFICATION

With regard to Green Streets/Downtown Engineering Resource
Water Quality Enhancements, proposer Associates, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);

2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);

3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the Department of Revenue. 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

Village of Downers Grove

PROPOSER'S CERTIFICATION

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: John F. Mayer

Proposer's Authorized Agent

3 6 - 3 6 8 6 4 6 6

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or

Social Security Number

Subscribed and sworn to before me

this 28th day of February, 2011

Susan D Helwig
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Engineering Resource Associates, Inc., and the full names of its Officers are as follows:

President: Rodney Beadle

Secretary: Susan Beadle

Treasurer:

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:



Village of Downers Grove

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

(c) Sole Proprietor

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

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

Insurer's Name SENTINEL INS CO LTD / HARTFORD ACCIDENT & IND CO / XL SPECIALTY INS CO

Agent Holmes Murphy and Associates

Street Address 311 S.W. Water Street, Suite 211

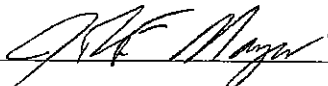
City, State, Zip Code Peoria, IL 61602-4108

Telephone Number 1-800-527-9049

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

Print Name of Company: Engineering Resource Associates, Inc.

Print Name and Title of Authorizing Signature: John F. Mayer, Principal

Signature: 

Date: February 28, 2011

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

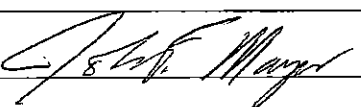
Company Name: Engineering Resource Associates, Inc. (ERA)

Address: 3s701 West Avenue, Suite 150

City: Warrenville, IL Zip Code: 60555

Telephone: (630) 393-3060 Fax Number: (630) 393-2152

E-mail Address: jmayer@eraconsultants.com

Authorized Company Signature: 

Print Signature Name: John F. Mayer Title of Official: Principal

Date: February 28, 2011

Village of Downers Grove

Campaign Disclosure Certificate

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

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

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

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

Under penalty of perjury, I declare:

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

Signature

Print Name

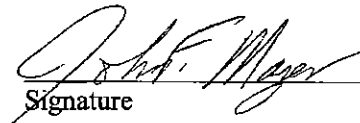
☒ Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

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

To whom contribution was made: Brian Krajewski

Year contribution made: 2006 Amount: \$ 800.00


Signature

John F. Mayer
Print Name

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ADDENDUM NO. 1

FOR

SW-069/-073, Green Streets/Downtown Water Quality Enhancements

February 21, 2011

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

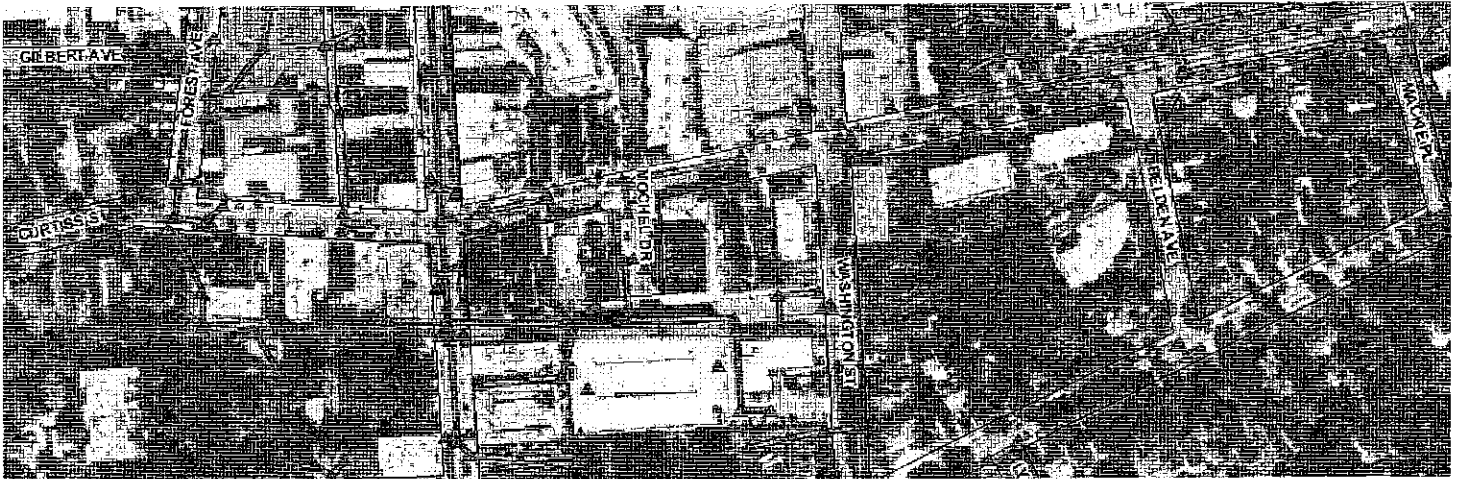
ITEM AND DESCRIPTION CORRECTIONS:

- 1) **Up to now, the project numbers for the Green Streets/Downtown Business District Water Quality Enhancements have been identified as DR-069 and DR-072, respectively. These project numbers shall now be referred to as SW-069 and SW-073, respectively.**
- 2) Under 1.3 Scope and Schedule (page 14), it is not clear under the last bullet of that page if our scope for the project includes survey or if the deliverable only includes recommendations for survey needs.
Survey services are not a required portion of the scope of work, but the consultant will need to verify that each proposed alternative is viable, and that the cost estimates are realistic. We believe this may take some supplemental survey.
- 3) Under 1.2 Project Description - Downtown Business District... it indicates that there should be at least one BMP recommended to serve each sewer main discharging to the St. Joseph Creek 11' pipe. However, the storm sewers are not shown in the Figure on page 14. A map of the network in this area would help us understand the number of BMPs for which conceptual designs may be required as well as survey needs (depending on the answer to question 1, above.)
Our current GIS map and an old atlas map for this area have been attached to this document for your reference. We anticipate approximately 8 site specific BMP's will be required, in addition to some "typical" BMP's that can be applied in the upland watershed (e.g. tree-well units, or vortex type separators).
- 4) Related to Question 1, above, will the Village provide rim and invert elevations for the storm sewers in the DBD or will this information need to be captured as part of this scope?

The Village currently has many of these data points in our GIS database, however, there are some elevations that have not yet been obtained. Those data points that are available will be shared with the Consultant.

- 5) Finally at a more basic level, are you interested in exploring "green infrastructure" strategies such as permeable paving, bioretention planters, etc that can be integrated into the streetscape OR are you more interested in proprietary technology BMPs such as hydrodynamic separators, etc that would be in-line with the storm sewers?

Regardless of the type of BMP proposed, if it can contribute to the goal of improved water quality, it will be given serious consideration. It will then be evaluated with all others on a site specific basis to establish the most effective/efficient implementation plan. All things being equal, sustainable "green" infrastructure is a primary goal of this program and is preferred.



END OF ADDENDUM NO. 1
FEBRUARY 21, 2011

VILLAGE OF DOWNERS GROVE
DEPARTMENT OF PUBLIC WORKS

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM 1

PROPOSAL: SW-069/-073, Green Streets/Downtown Water Quality Enhancements

PROPOSAL OPENING: February 28, 2011

ADDENDUM NO.: 1

PROPOSER: Engineering Resource Associates, Inc.

ADDRESS: 35701 West Avenue, Suite 150, Warrenville

RECEIVED BY: Bill Pearl
(NAME)

Bill Pearl
(SIGNATURE)

DATE: 2-21-11



Village of Downers Grove

Contractor Evaluation

Contractor: Engineering Resource Associates (ERA)

Project: WIIP and SW-034 Watershed Improvements Prentiss Creek, Sub B

Primary Contact: Rodney Beadle (630) 393 – 3060.

Time Period: 2005-present

On Schedule (allowing for uncontrollable circumstances) ☒ yes ☐ no

Provide details if early or late completion: _____

Change Orders (attach information if needed): _____

Difficulties / **Positives:** ERA has met the Village's expectations for studies, designs, plan preparation and permitting during the time period working for the Village.

Interaction with public:

☐ excellent ☒ good ☐ average ☐ poor

(Attach information on any complaints or compliments)

General Level of Satisfaction with work:

☐ Well Satisfied ☒ Satisfied ☐ Not Satisfied

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

Reviewers: Brian Parks
Senior Engineer, Public Works

Date: October 2, 2008

2011-2015 Capital Project Sheet

Project # **SW-069**

Project Description

Green Streets/Sustainable Storm Water Program

Project summary, justification and alignment to Strategic Plan

It is the Village's ultimate goal to provide a storm sewer connection within 200' of every property. For many properties, however, such an improvement is many years in the future, as additional detention storage or significant downstream storm sewer improvements are required. This program is a cost-effective and environmentally responsible way to deal with nuisance drainage problems in areas with no drainage system, while helping the Village comply with the pollution prevention/good housekeeping aspects of the federally mandated NPDES requirements for MS4 communities. These improvements will likely include small diameter low-flow piping, on-site bio-retention facilities, rain gardens, etc. It is anticipated that the cost and long-term maintenance responsibilities associated with these improvements would be shared by the property owners, similar to the existing cost-share program.

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				10,000	15,000	15,000	15,000	15,000		70,000
Land Acquisition										-
Infrastructure										-
Building										-
Machinery/Equipment										-
Other/Miscellaneous		X		100,000	250,000	250,000	250,000	250,000		1,100,000
TOTAL COST				110,000	265,000	265,000	265,000	265,000	-	1,170,000

Funding Source(s)

243-Stormwater Fund	▼	110,000	265,000	265,000	265,000	265,000		1,170,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		110,000	265,000	265,000	265,000	265,000	-	1,170,000

Project status and completed work

In 2011, it is anticipated that Staff will develop the program, creating typical details for the selected solutions, and preparing conceptual cost estimates. A pilot project will be designed in-house, and constructed in 2011. Future projects would be funded on an annual basis, similar to the cost-share program.

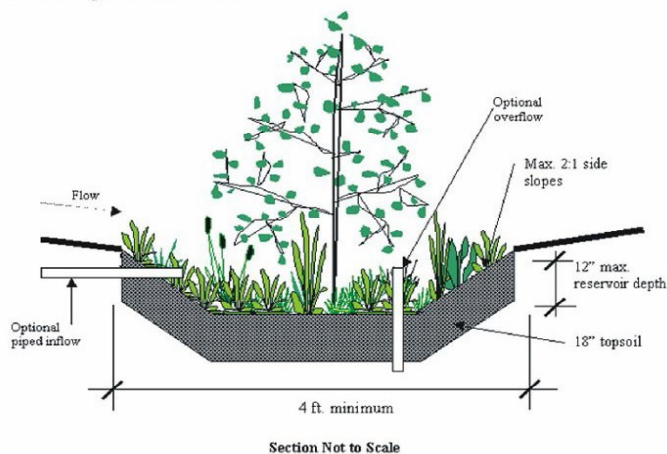
Grants (funded or applied for) related to the project.

Possible grant funding will be investigated.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project

Landscape Infiltration



Source: US Environmental Protection Agency

Internal staff information:

Priority Score **High**

Project Manager:

Andy Sikich

Program:

347

Department:

Public Works

2011-2015 Capital Project Sheet

Project # **SW-073**

Project Description

Downtown Water Quality Improvements

Project summary, justification and alignment to Strategic Plan

The Downtown Business District is nearly all impervious surface (pavement, roof, etc) and drains directly into St. Joseph's Creek. Currently, pollutants, debris and sediment can get carried directly into the stream system, suspended in storm water run-off from this area. It is anticipated that this project would involve the construction of structural Best Management Practices (BMP's) to reduce the discharge of pollutants and suspended solids into St. Joseph Creek, and to facilitate sediment removal. These will also help the Village comply with the federally mandated NPDES requirements for MS4 communities.

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				25,000						25,000
Land Acquisition										-
Infrastructure		X			50,000	50,000	50,000	50,000	200,000	400,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				25,000	50,000	50,000	50,000	50,000	200,000	425,000

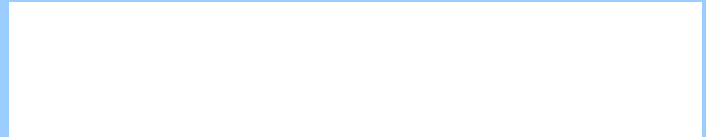
Funding Source(s)

243-Stormwater Fund	▼	25,000	50,000	50,000	50,000	50,000	200,000	425,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		25,000	50,000	50,000	50,000	50,000	200,000	425,000

Project status and completed work

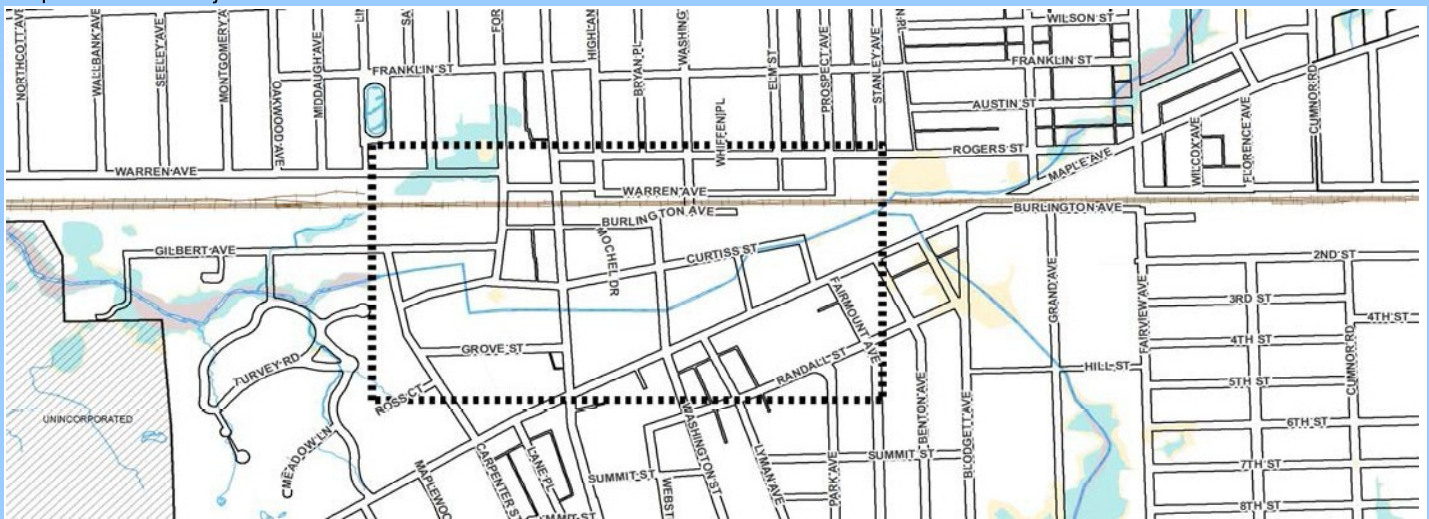
Grants (funded or applied for) related to the project.

In 2011, it is anticipated that staff will retain a consultant to develop possible strategies and techniques to introduce structural BMP's into the storm drainage system in the Downtown Business District. These would be constructed over a several period, or as facilitated by with street reconstruction.



Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project



Internal staff information:

Priority Score **High**

Project Manager:

Andy Sikich

Program: **347**

Department:

Public Works