

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
MAY 1, 2012 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Roadway Reconstruction Oak Grove Unit 3 (ST-015)	Resolution Ordinance <input checked="" type="checkbox"/> Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

**SYNOPSIS**

A motion is requested to award a contract for professional services for design of Roadway Reconstruction – Oak Grove Unit 3, ST-015, to Engineering Resource Associates, Inc. of Warrenville, Illinois in the amount of \$72,304.00.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY12 budget includes a total of \$115,000 in the Capital Projects Fund for professional services for this contract. The recommended amount includes a 5% contingency toward the original proposed amount of \$68,861.00.

**RECOMMENDATION**

Approval on the May 1, 2012 consent agenda.

**BACKGROUND**

The project consists of the roadway reconstruction of Oak Grove Road, Scheldrup Street, Branding Avenue, and Frontage Road within the Oak Grove Unit 3 subdivision. This subdivision was built in the mid 1970's with an inadequate pavement section for the current volume of traffic. The pavement material is deteriorating rapidly and it is anticipated that the entire roadway system within Oak Grove Unit 3 must be reconstructed. This contract will provide final design for roadway reconstruction improvements. Construction is scheduled for 2013.

The Village posted a request for qualifications for final design of the project. Staff pre-qualified five firms from fourteen submitters. All five firms submitted proposals for final design of the project. Engineering Resource Associates, Inc. satisfactorily completed the design for the Village's Valley View Estates Reconstruction Project for construction in 2012. They have extensive roadway reconstruction design experience and have satisfactorily completed various projects for local municipalities, including roadway reconstruction improvements for the Village of Glen Ellyn. Staff recommends award of this contract for professional services to Engineering Resource, Inc. based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee.

**ATTACHMENTS:**

Contract Form  
 Campaign Disclosure Form  
 Capital Project Sheet ST-015



## REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: Engineering Resource Associates, Inc.

Project Name: Roadway Reconstruction – Oak Grove Unit 3  
Proposal No.: ST-015  
Proposal Due: Wednesday, April 4, 2012 – 10:00 A.M. – Public Works  
Pre-Proposal Conference: Not Required

**Required of Awarded Contractor:**

Certificate of Insurance: Yes

Legal Advertisement Published: Wednesday, March 23, 2012

This document consists of 25 pages.

Return **original** and **duplicate copy** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

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



Village of Downers Grove

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

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

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

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

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

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

## **I. REQUEST FOR PROPOSALS**

### **1. GENERAL**

- 1.1 Proposals shall be submitted in an 8.5x11 format. They shall be succinct, and directly relevant to this project. Approximate number of pages shall be 20 (not including those within this document to be submitted). Double-sided printing is encouraged.
- 1.2 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **Wednesday April 4, 2012 @ 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: Jim Tock, 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 the 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 the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.

## Village of Downers Grove

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

### **3. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

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

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

### **4. RESERVED RIGHTS**

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

## **II. TERMS AND CONDITIONS**

### **5. VILLAGE ORDINANCES**

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

### **6. USE OF VILLAGE'S NAME**

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

### **7. INDEMNITY AND HOLD HARMLESS AGREEMENT**

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

Village of Downers Grove

where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

**8. NONDISCRIMINATION**

8.1 Proposer shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

**9. SEXUAL HARASSMENT POLICY**

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

9.1.1 Notes the illegality of sexual harassment;

9.1.2 Sets forth the State law definition of sexual harassment;

9.1.3 Describes sexual harassment utilizing examples;

9.1.4 Describes the Proposer's internal complaint process including penalties;

9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**10. EQUAL EMPLOYMENT OPPORTUNITY**

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

Village of Downers Grove

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and

## Village of Downers Grove

the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **11. DRUG FREE WORK PLACE**

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

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **12. PATRIOT ACT COMPLIANCE**

- 12.1 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,



## Village of Downers Grove

as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

### **13. INSURANCE REQUIREMENTS**

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 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;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 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;

13.1.7 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.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 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.

### **14. CAMPAIGN DISCLOSURE**

14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to

## Village of Downers Grove

the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.

- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 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.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

### **15. SUBLETTING OF CONTRACT**

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

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

### **16. TERM OF CONTRACT**

- 16.1 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.

### **17. TERMINATION OF CONTRACT**

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

### **18. BILLING & PAYMENT PROCEDURES**

- 18.1 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

## Village of Downers Grove

for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 18.4 Please send all invoices to the attention of Jim Tock, Downers Grove Public Works, 5101 Walnut, Downers Grove, IL 60515.

### **19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE**

- 19.1 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.

### **20. STANDARD OF CARE**

- 20.1 Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 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.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s)' failure to perform its work in accordance with contract documents.

### **21. GOVERNING LAW**

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

### **22. SUCCESSORS AND ASSIGNS**

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

Village of Downers Grove

expected subcontractors.

**23. WAIVER OF CONTRACT BREACH**

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

**24. AMENDMENT**

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

**25. NOT TO EXCEED CONTRACT**

25.1 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 who have executed the Contract.

**26. SEVERABILITY OF INVALID PROVISIONS**

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

**27. NOTICE**

27.1 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.

**28. COOPERATION WITH FOIA COMPLIANCE**

28.1 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 project will consist of roadway reconstruction of Oak Grove Rd, Scheldrup St, Branding Ave, and Frontage Rd within the Oak Grove Unit 3 subdivision. This subdivision was built in the mid 1970's with an inadequate pavement section for the current volume of traffic. The pavement material is deteriorating rapidly. A geotechnical investigation of the existing pavement section and sub-base materials is currently underway, and will be made available to the successful proposer.

#### **1.3 Scope and Schedule**

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

- a. All topographic information acquired as necessary to support the constructible plan set. The topographic survey shall be performed by an Illinois-licensed surveyor and shall include:
  - Right-of-way monumentation recovered shall be clearly indicated on the plan sheets. The establishing of missing monumentation (property corners) is NOT required.
  - Reference lines parallel to right-of-way lines. Base lines stationing south to north and west to east.
  - Setting sufficient permanent control points ("PK" nails are acceptable) on the base line at 100 foot intervals which can be used to lay out construction stakes.
  - Using NGVD 29 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
  - Copies of all field notes and 3D electronic base maps of the identified segments in AutoCAD 2010 (including all shapefiles and linetypes) supplied to the Village. Consultant shall also provide the Village with Civil3D surfaces, alignments and corridors.
  - Field locations (horizontal dimensions) of all buried/marked utilities; i.e., gas, electrical and telephone, water main, sanitary sewers and storm sewers. No digging for elevation verification of utilities will be required.
  - Detailed topography with one-foot contour intervals throughout the described project area, with elevations noted for key changes in grade, as well as high or low points between contours of the same elevation.
  - Locations and identification of all above ground structures; i.e., mailboxes, utility poles, driveways, culvert headwalls, culverts, sidewalks, sump pump outlets, etc.
  - Locations of all landscape materials; i.e., bushes, trees (2" diameter and larger), flower beds, etc. Tree sizes (2" diameter and larger) shall be measured four and one-half feet (diameter breast height) above the highest ground level at base of tree. Note locations of landscape timbers, flagstone paths or walls, brick pavers, etc.
  - Utilization of IDOT standard drafting symbols and line weights, and indicating lot

## Village of Downers Grove

- line intersections, lot numbers and common addresses.
  - Plotting contour lines throughout the project with high points or low points indicated between similar contours.
  - Base drawings showing rim and invert elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc., and elevations of roadway and driveway pavement over culverts. Information shall be tied with a leader to each referenced structure, not in a table format.
- b. Final Plans shall include:
- Cover Sheet
  - General Notes and Summary of Quantities
  - Earthwork Schedule
  - Typical Sections and Construction Details
  - Construction Phasing
  - Alignment, Ties and Benchmarks
  - Grading Plan (1" = 20')
  - Storm Sewer Plan and Profile
  - Sediment Erosion, Sediment Control Plan (1" = 20')
  - Landscape Plans (1" = 20')
  - Cross-Sections (every 50' and at other critical locations)
  - Any other plans as may be required to complete the work
- A separate fee shall be included in the proposal to incorporate new street lighting into the design of the project. Street lighting replacement may or may not be required.
- c. Cost estimate for 50%, 90% and final plans.
- d. Specifications and Special Provisions for any/all work items included in the final design plans, to be used in conjunction with the IDOT Standard Specifications for Road and Bridge Construction (SSRBC), and the Village's boilerplate contract documents.
- e. Permit Submittals - Application for any required permits (i.e. IEPA, IDOT, DuPage County Stormwater Management, etc.) and coordination with all applicable agencies. The selected firm (Consultant) will be required to perform all necessary work required to secure a stormwater permit from the Village of Downers Grove (as a complete waiver community). The Village does not anticipate the need for any additional permits. However, the Consultant must review the scope of the project and determine if any additional permits are necessary, and must include same in the proposal. All necessary permitting will be the responsibility of the Consultant unless specifically excluded in this RFP.
- f. The Consultant will be required to make qualified personnel available to answer questions throughout the bidding and construction process. Village Staff will prepare bid documents (with the exception of special provisions and specifications as may be required, which will be provided by Consultant), and will perform all bidding duties.

## Village of Downers Grove

Village Staff will also perform, or contract separately for, all construction administration and construction observation. Any additional material testing or sub-surface investigations will be procured by the Village.

- g. The Consultant shall furnish to the Village all project drawings, files, notes, calculations, survey data and documents in an electronic format on CDs suitable for making prints and copies of reports as required in above, all of which shall become the property of the Village for its use in the preparation of construction documents for the chosen alternative.
- h. The Proposer shall begin work on the project within seven (7) calendar days after receipt of the Notice to Proceed from the Village and shall abide by the deliverable schedule in section 3 of this RFP.

## 2. PROPOSAL REQUIREMENTS

### 2.1 Quantity and Format

One original and two copies of the statement of proposal (one copy to be in the form of a .pdf file on a CD) shall be submitted in an 8 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 single sided 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 Deadline and Proposal Disposition

Complete, sealed proposals shall be due NOT LATER than 10:00 A.M. on April 4, 2012. Proposals shall become the property of the Village of Downers Grove. The Village will maintain confidentiality of all received proposals, and not disclose information provided by prospective consultants with any other consultant, nor with the selected Consultant, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

### 2.3 Fee Proposal

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

Please submit an estimate of hourly personnel requirements to complete the scope of services outlined in your proposal, a list of current hourly rates and a total “Not to Exceed”

## Village of Downers Grove

cost for providing the proposed services to the Village. This “Not to Exceed” cost shall include deliverables and reimbursable expenses, such as postage, delivery service, printing, etc. The Village shall be invoiced monthly. **Additional compensation above and beyond the “Not to Exceed” cost (i.e. change orders) will not be considered without a significant change in project scope.**

### 2.4 Consultant Selection

Consultant Selection will be based on the following:

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

### 2.5 Pre-Proposal Field Review

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

## 3. **PROJECT DELIVERABLES**

### 3.1 General

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

- Constructible plans, specifications, special provisions, and cost estimates for Village-accepted improvement shall be provided to the Village, for its use, in a digital format approved by the Village. Plans shall be provided in AutoCAD format (2010 or later), and as .pdf documents. The cost estimates shall be in Excel format. Specifications shall be word format. CAD drawings must be created using AutoCAD Civil3D software (by Autodesk) and must not be converted from another format or CAD software (e.g. no MicroStation conversions) unless specifically approved in writing by the Assistant Director of Public Works – Engineering. In the event that the Village does allow a drawing conversion, any “clean up” required will be provided by Consultant at no additional cost to the Village, and shall be at the discretion of the Village staff.

### 3.2 Deliverable Quantities

- Four (4) 1-hour project coordination meetings at Public Works including kick off meeting, and progress meetings at 50%, 90% and 100% submittals.
- Two (2) 2-hour public meetings at Public Works or an alternate location within the Village.



## Village of Downers Grove

- Three (3) 1-hour meetings at Public Works including pre-bid meeting, bid opening and preconstruction meeting.
- One (1) hard copy and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due July 13, 2012
- One (1) hard copy and (1) electronic copy of 90% plan set and EOPC due August 31, 2012
- One (1) hard copy and (1) electronic copy of 100% plan set and EOPC due September 28, 2012
- One (1) CD containing electronic copies of all Final project files, drawings and any supporting documentation compatible with the programs listed above

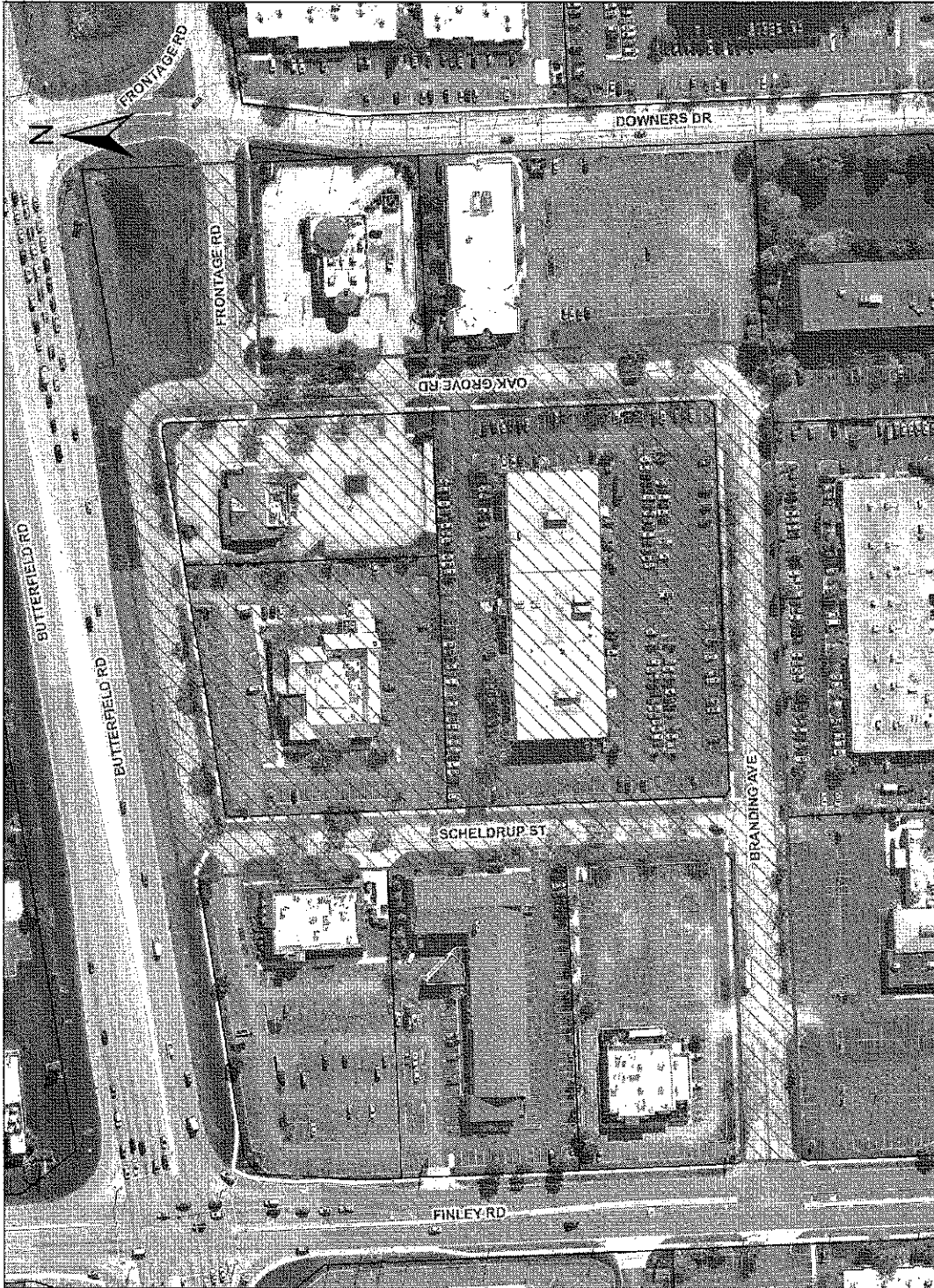
#### 4. CONTACTS

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

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

Village of Downers Grove

LOCATION MAP: ST-015 - ROADWAY RECONSTRUCTION OAK GROVE UNIT 3



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

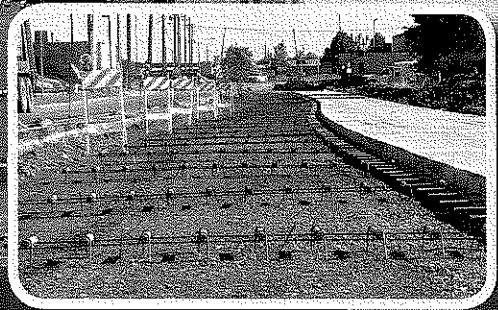
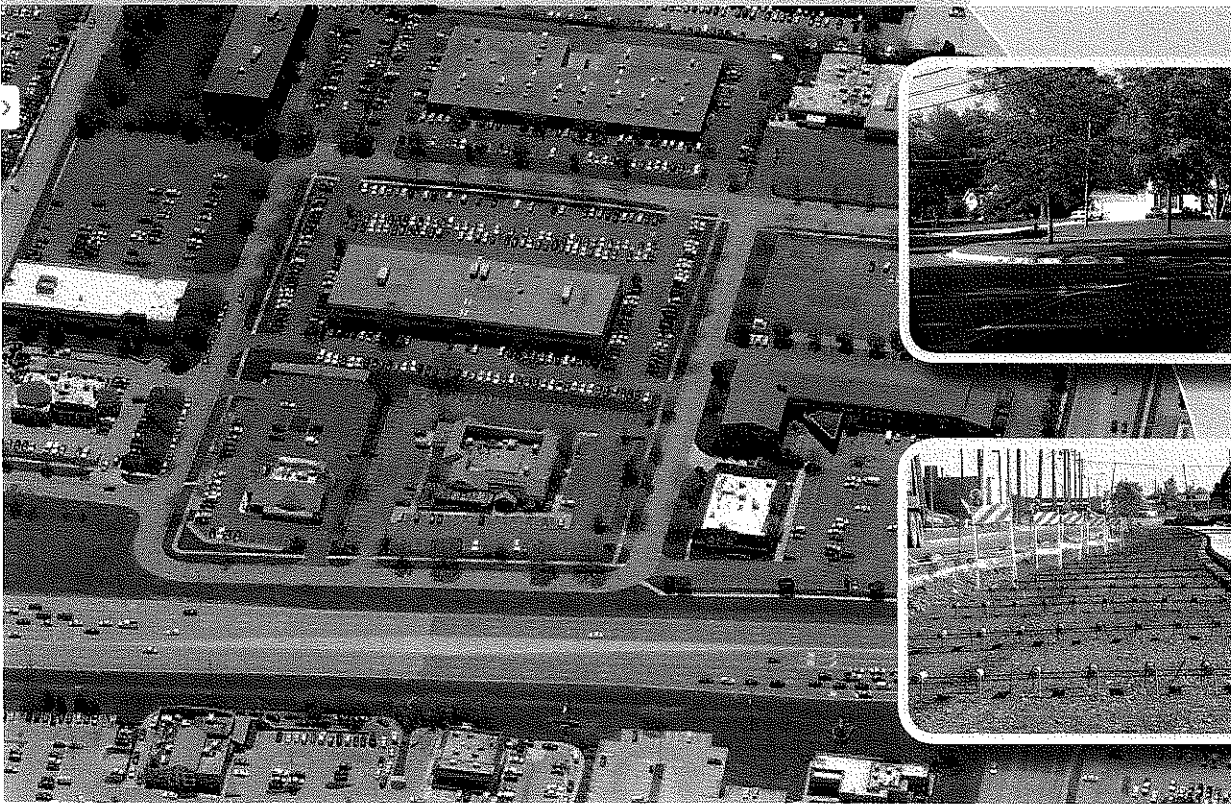
**(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the Contract with the Village.)**



**ENGINEERING RESOURCE ASSOCIATES, INC.**

Consulting Engineers, Scientists & Surveyors

[www.eraconsultants.com](http://www.eraconsultants.com)



# Roadway Reconstruction - Oak Grove Unit 3

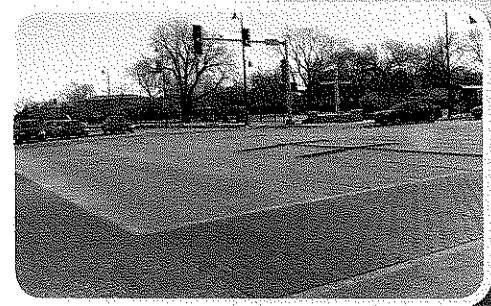
Proposal No. ST-015  
Professional Engineering Proposal

Prepared for  
**Village of Downers Grove**

Prepared for



April 4, 2012







# ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

April 4, 2012

Mr. Jim Tock, PE  
Staff Engineer  
Village of Downers Grove - Public Works  
5101 Walnut Avenue  
Downers Grove, IL 60515

**SUBJECT: Proposal for Professional Engineering Services  
Roadway Reconstruction – Oak Grove Unit 3, Proposal No. ST-015**

Dear Jim:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for the Oak Grove Unit 3 Roadway Reconstruction Project. The proposal has been prepared in accordance with the Request for Proposal, our recent conversations, visits to the project site, and 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. Over the past 22 years, we have completed numerous successful roadway and infrastructure projects throughout the northeast Illinois area.

The following is a summary of some of the primary advantages that ERA will provide to the Village of Downers Grove on the Oak Grove Unit 3 Roadway Reconstruction Project.

- **Municipal Roadway and Infrastructure Experience**

ERA has a 22 year history of providing design and resident engineering services for roadway reconstruction and infrastructure improvements projects for municipal clients. These projects were completed successfully in communities throughout Northeastern Illinois. Projects have been performed in commercial subdivisions, central business districts, industrial areas, residential neighborhoods, and along major transportation corridors. Our staff has specialized experience working with business owners, residents, commuters, public officials and other project stakeholders to address their concerns, answer their questions and accommodate their needs. We advocate stakeholder involvement and participation from early in preliminary design through final construction.

- **Staff Experience**

As detailed in our statement, our project team has extensive experience providing comprehensive services on similar assignments. The following is a summary of years of experience and tenure at ERA for the primary members of our project team.

- Project Manager - Steve Wegner, PE - **29 years/18 at ERA**
- Project Director – Rod Beadle, PE - **28 years/22 at ERA**
- Senior Project Engineer – John Mayer, PE – **25 years/14 at ERA**
- Project Engineer - Brian Dusak, PE – **10 years/10 at ERA**

[www.eraconsultants.com](http://www.eraconsultants.com)

**Warrenville**  
3s701 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 630.262.8689  
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 217.351.6268  
F 217.355.1902

- Stormwater Engineer - Marty Michalisko, PE – **14 years/14 at ERA**
- Senior Cad Technician - Rick Tanner – **34 years/22 at ERA**

- **Downers Grove Experience and Knowledge**

ERA has an extensive history of designing and constructing roadway rehabilitation/reconstruction, infrastructure and storm water projects and survey throughout the Village of Downers Grove. Our Project Manager, Steve Wegner, has personally overseen the design of the Valley View Estates Reconstruction Project which is being constructed this summer. Steve is a Principal with the firm and has a vested interest in maintaining a strong working relationship with Village staff. The following is a listing of some of the projects performed by ERA for the Village of Downers Grove.

- Valley View Estates Reconstruction
- Knottingham Subdivision Road Reconstruction
- Prentiss Creek Subwatershed B Storm Sewer and Sunridge Subdivision Water Main Improvements Project
- St. Joseph's Creek South Subwatershed J Watershed Improvements
- One of Four Consultants for the Watershed Infrastructure Improvement Plan
- 2010-2011 Professional Surveying Services
- 2012-2013 Professional Surveying Services
- Green Streets/Downtown Water Quality Enhancements

- **Stormwater and Environmental Expertise**

Our staff includes a number of engineers and environmental professionals with first-hand experience regulating development using the ***DuPage County Countywide Storm Water and Flood Plain Ordinance (DPCSFPO)***. These experts not only participated in authoring the regulations, but provided guidance for decades to consulting engineers as how to meet the requirements of the DPCSFPO. This depth of knowledge regarding the interpretation and application of the DPCSFPO is unique to ERA and will ensure that the project is compliant with the requirements established in the DPCSFPO which the Village utilizes as its guidelines.

We appreciate the opportunity to submit this proposal and we trust that 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.

Sincerely,  
ENGINEERING RESOURCE ASSOCIATES, INC.



Stephen R. Wegner, PE  
Project Manager / Principal





## PROJECT UNDERSTANDING / APPROACH

### *Project Background*

Oak Grove Unit 3 is located at the southeast corner of the intersection of Butterfield Road and Finley Road. It is a commercial subdivision with several businesses and restaurants. The streets were constructed in the mid-1970s on a pozzolanic base and this cross section is no longer adequate for the volume of existing traffic. The right of way varies from 45-foot-wide along the frontage road and 70- to 80-foot-wide along the other streets. The streets are typically 28-foot-wide from edge to edge of pavement with the west end of Branding Avenue widening to 46 feet prior to a center median dividing the roadway at the intersection of Finley Road. Most of the streets have parking on one side and a Pace bus stop resides within the project limits.

In addition to reconstructing the streets, portions of the existing storm sewer system will be replaced. The Village is also considering installing new street light fixtures and electrical wiring as part of this project.

The Village of Downers Grove desires to reconstruct the following street sections within the Oak Grove Unit 3 subdivision:

<b>Street Name</b>	<b>From</b>	<b>To</b>	<b>Length (ft)</b>
Frontage Road	Downers Drive	Scheldrup Street	920
Scheldrup Street	Frontage Road	Branding Avenue	640
Branding Avenue	Finley Road	Oak Grove Road	950
Oak Grove Road	Branding Avenue	Frontage Road	570
		<b>Total Length</b>	<b>3,080</b>







## PROJECT UNDERSTANDING / APPROACH

---

### *Project Challenges, Issues and Innovative Approaches*

We have reviewed the project scope and visited the project site. We have identified the following challenges, issues and innovative approaches.

DuPage County plans to adopt new revisions to the County-wide Stormwater Ordinance in April 2012. It is anticipated that the Village of Downers Grove will adopt those revisions a few months later. Therefore, it is assumed that roadway improvements will be required to meet the revised ordinance regulations. We have included a few bullet points from the ordinance that ERA believes will benefit the project's costs:

- **Detention** – If the roadway improvement design can reduce impervious surfaces or match the 2-year and 100-year existing runoff rates, detention should not be required.
- **BMPs** – If the roadway improvement design can limit the net new impervious area to 2,500 square feet per quarter mile, BMPs should not be required.

**Access** – All of the parking lots have at least two entrances with the exception of 1401 Branding which is located at the southeast corner of the subdivision. There is a retaining wall and several trees between the parking lot and the property to the west which will not allow a temporary connection, so the existing PCC apron will have to be replaced one half at a time.

In addition, the design will have to properly stage the project to ensure full access to all the businesses throughout the duration of the project.

**Drainage** – The existing inlets have Type 1 frames with open lids which are not the most effective frame to accept water in the curb line. Furthermore, the inlet spacing is too infrequent for the given roadway. In addition to replacing portions of the storm sewers, the storm sewers should be extended to provide adequate inlet spacing.

**Roadway Width** – The Village may want to consider reducing the width of Branding Avenue west of Scheldrup Street where the pavement is approximately 46 feet wide. This would provide more green space and would reduce the amount of storm water runoff. Based on version 3.2 of DuPage County's new storm water ordinance, a reduction in impervious surface may eliminate the need for detention and BMP requirements.

**Clean Construction or Demolition Debris** – The State of Illinois Public Act 96-1416 for New Clean Construction or Demolition Debris (CCDD) requires that plans and specifications must be prepared in a manner that clearly defines the contractor's responsibility regarding the removal and disposal of excavated materials from the site. This may be accomplished, in part, by





## PROJECT UNDERSTANDING / APPROACH

---

reviewing soil maps of the area. To minimize the impact on project cost and schedule, ERA typically has boring samples taken as part of the geotechnical investigation. The samples are tested on site with the use of a photo ionization detector (PID) and the readings are recorded with the boring logs. Including the results with the soils boring logs in the contract documents allows bidders to gain a better understanding of the materials that may be encountered during construction. This can ultimately result in lower prices for items associated with excavation.

**Accessibility** – It was noted in our recent site visits that several sections of sidewalk are fairly steep and do not appear to comply with Public Right of Way Accessibility Guidelines (PROWAG). While structural design is not included in our base scope of services, the Village may consider incorporating retaining walls in certain areas so the sidewalk grades may be lowered to provide a more accessible route for pedestrians.

**Green Initiatives** – Complete reconstruction of a roadway provides an opportune time to incorporate “green” elements or techniques into a project. Such elements may include:

- Pervious Concrete Sidewalk – Providing sections of sidewalk utilizing this method of construction will reduce the impervious area and provide water quality benefits.
- Recycled Asphalt Pavement – It may be possible to remove and reuse portions of the existing pavement in the proposed pavement base. Locations within the surrounding parking lots may serve as potential staging areas for recycled materials.
- Median Extensions – Extending the median near the intersection of Finley Road and Branding Avenue would provide an opportunity for more green space and further enhance one of the entranceways to this already established commercial subdivision.





## PROJECT UNDERSTANDING / APPROACH

---

### Work Plan

ERA will provide professional engineering services in accordance with the following anticipated work plan.

- 1) **Project Meetings and Coordination** - The following meetings are anticipated during the design phase of these projects:
  - a) Kick-Off Meeting - Meet with Village of Downers Grove staff to discuss project issues, compile background information and initiate project. (1 meeting)
  - b) Status Meetings - Meet with Village staff during design period to review status and discuss relevant issues. (We anticipate 3 meetings with Village staff)
  - c) Stakeholder Meetings – Meet with various stakeholders such as property and business owners to acquire information regarding flooding and other issues. (We anticipate 2 public meetings)
  
- 2) **Data Acquisition** - This task includes the acquisition of data available from various sources to aid in the inventory and delineation of existing conditions. The following items will be obtained:
  - a) Existing roadway plans provided by the Village
  - b) GIS data from Village
  - c) Aerial base tax maps
  - d) Public utility atlases (storm, sanitary, water)
  - e) Private utility atlases (gas, electric, telephone, cable T.V.)
  - f) DuPage County topographic mapping and GIS information
  - g) Soil boring information from the Village
  
- 3) **Field Survey** – This task will include a topographic survey along the project limits. The field survey will be performed using our Trimble GPS and Trimble robotic total stations. The survey will be done utilizing DuPage County benchmarks and in state plane ground coordinates (NGVD 29 vertical and USGS NAD 83 horizontal) for ease in use with the Village's GIS system. Survey information will be downloaded directly into our AutoCAD based electronic drafting system. The following planimetric features will be surveyed:
  - a) Vertical and horizontal locations of topographic features within the rights of way including found right of way monumentation, hydrants, street lights, valves, manholes, inlets, power poles, edge of pavement, sidewalks, signs, driveways and found property corners.
  - b) All trees within the right of way limits will be surveyed along the project alignment. The breast height diameter of each tree will also be measured.





## PROJECT UNDERSTANDING / APPROACH

---

- c) Driveways, sidewalks and structures located within 15 feet of the right-of-way will be located.
  - d) Inventory and survey of utility structures including rim to invert depths, pipe types and sizes.
  - e) Cross sections will be taken every 50 feet and at every driveway and sidewalk crossing.
  - f) Project Control Points that will not be removed during the reconstruction will be set throughout the project area to be utilized by the contractor and the resident engineer.
  - g) The total length of survey, including surveying Finley Road 100 feet each side of Branding Avenue, is approximately 3,300 feet.
- 4) **Base Plans and Profile Sheets** - Information compiled from the field survey and data acquisition tasks will be combined to produce base plans at a scale of 1" = 20' of the existing conditions. Base plan and profiles sheets will be prepared using our AutoCAD based system conforming to Village of Downers Grove graphic standards. Base plans will be submitted to the Village and private utility companies for review and comments.
- 5) **Analysis and Evaluation** - ERA will analyze and evaluate the following design elements for this project.
- a) **Hydrology and Hydraulics** – Based on the Village's 2007 WIIP and LPDA map, this area is not identified as a flood prone or depressional storage area. Therefore, extensive modeling, analysis and permitting is not anticipated. ERA will size new storm sewers and inlet spacing based on the Village's desired design storm and final roadway width and profile.
  - b) **Pavement Analysis** – ERA will review the geotechnical information provided by the Village and provide cost analyses of different subgrade improvement alternatives such as undercutting or installing geogrid to extend the pavement service life.





## PROJECT UNDERSTANDING / APPROACH

- 6) **Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of contract documents in accordance with Downers Grove and IDOT standard format utilizing AutoCAD 3D 2011. A typical plan set will include the following sheets.

a)	Cover Sheet, Location Map and Index of Sheets	1 sheet
b)	General Notes and Legend	1 sheet
c)	Summary of Quantities	1 sheet
d)	Schedule of Quantities	2 sheets
e)	Typical Sections	1 sheet
f)	Construction Phasing	3 sheet
g)	Alignment, Ties and Benchmarks	1 sheet
h)	Plan and Profile Key Plan	1 sheet
i)	Plan & Profile Sheets (1"=20')	7 sheets
j)	Lighting Plans (if required) (1"=40')	4 sheets
k)	Cross Section Sheets	14 sheets
l)	Erosion and Sediment Control Plan	4 sheets
m)	Construction Details	3 sheets
	<b>Total</b>	<b>43 sheets</b>

Specifications will be prepared in the format required for IDOT projects using Microsoft Office 2010. Village standard contract documents will be provided. The specifications will reference IDOT Standard Specifications and the Village's standards. Bid documents and unit price bid item quantities will be included. Contract documents will include bid forms, notice to bidders, contract forms, bonding and insurance requirements and state and federal compliance requirements. PS&E will be submitted for review and approval at the 50%, 90%, and final bid documents stages of completion.

This task also includes the preparation of a preliminary and final engineer's opinion of probable construction cost for the proposed improvements. They will be prepared using our extensive database of recent unit prices on similar projects in the area.

- 7) **Permitting** – ERA will prepare and submit permit applications for the following regulatory authorities.
- a) Village of Downers Grove Permit – There does not appear to be floodplain or wetland areas within the project area. In addition, based on the new DuPage County Ordinance scheduled to be adopted in April 2012, it is assumed that detention and BMPs will not be required. ERA will prepare a storm water submittal that demonstrates the proposed improvements meet the Downers Grove storm water regulations and new DuPage County Ordinance.





## PROJECT UNDERSTANDING / APPROACH

---

- b) DuPage County Highway – Prepare and submit plans for the work in the Finley Road right of way and respond to comments.
  - c) IDOT – Since the project will be funded by the Village, coordination with IDOT is not anticipated.
  - d) IEPA – Water Mains – Since the water main is not being completely replaced within the subdivision, coordination with IEPA is not anticipated.
- 8) **Bidding Assistance** – ERA will provide bidding assistance services as follows.
- a) Issue notices to qualified bidders
  - b) Place project advertisements in Dodge Reports and other trade publications
  - c) Attend pre-bid conference
  - d) Issue addenda if required
  - e) Respond to bidder questions
  - f) Attend bid opening
  - g) Tabulate bids
  - h) Attend pre-construction meeting

### *Deliverables*

The following are the anticipated deliverables for each of the tasks described above.

1. **Project Meetings and Coordination - Minutes**
  - a. Four (4) 1-hour project coordination meetings at Public Works (for kick-off, 50%, 90% and 100% submittals)
  - b. Coordination meeting minutes emailed within 1 week of each meeting for review and dispersion to meeting participants by Village.
  - c. Two (2) 2-hour public meetings at Public Works or alternate location.
2. **Base Plans and Profiles Sheets**
  - a. One (1) hard copy of the base plans and profiles
  - b. One (1) electronic PDF copy of the base plans and profiles
  - c. One (1) electronic AutoCAD copy of the base plans and profiles
3. **Preliminary (50%) PS&E**
  - a. One (1) hard copy of the 50% plans, specs and estimate
  - b. One (1) electronic PDF copy of the 50% plans, specs, and estimate
  - c. One (1) electronic copy of the 50% plans in AutoCAD format, specs in Word format, and estimate in Excel format





## PROJECT UNDERSTANDING / APPROACH

---

4. **Pre-Final (90%) PS&E**
  - a. One (1) hard copy of the 90% plans, specs and estimate
  - b. One (1) electronic PDF copy of the 90% plans, specs, and estimate
  - c. One (1) electronic copy of the 90% plans in AutoCAD format, specs in Word format, and estimate in Excel format
5. **Final (100%) PS&E**
  - a. One (1) hard copy of the final plans, specs and estimate
  - b. One (1) electronic PDF copy of the final plans, specs, and estimate
  - c. One (1) electronic copy of the 100% plans in AutoCAD format, specs in Word format, and estimate in Excel format
6. **Stormwater Report**
  - a. Four (4) copies of the stormwater report in the DuPage County tabular format. Three submittals are anticipated.
7. **Permitting**
  - a. One (1) copy of each permit application
  - b. One (1) copy of backup data submitted with permit applications
  - c. One (1) copy of comment response letters to jurisdictional authorities
8. **Bidding Assistance**
  - a. Twenty-five (25) CDs with electronic PDF copies of plans and specs to be use for bidding.
  - b. Attend three (3) 1-hour meetings at Public Works (for pre-bid, bid opening, and preconstruction meetings)
  - c. Written response to bidder questions
  - d. Preparation of addenda if required
  - e. Prepare bid tabulation

### **Optional Task**

**Street Lighting** – The Village’s plan includes retrofitting existing light poles with new LED luminaires and installing new wiring in existing conduit. ERA will analyze and provide the Village with the appropriate wattage luminaire based on the current pole spacing. The existing controller will be inspected to ensure adequate capacity and voltage drop calculations will be performed to verify wire size. Detailed photometric calculations for the entire system and new controller design are not anticipated. This work will not be performed unless directed by the Village; therefore, it is not included in our base services, but as a separate task.





## PROJECT UNDERSTANDING / APPROACH

### *Project Schedule*

It is our understanding that the Village of Downers Grove desires to have the final plans and specifications complete and ready for bidding by September 28, 2012. ERA has the staff and resources available to fully staff the project for the duration of the design in order to meet this deadline. If the project schedule or scope of services changes, we have additional staff and resources available to accommodate the project. Our experience on similar assignments and ability to shift staff and resources will contribute to the ultimate success of this project. A graphical project schedule is included in this proposal after the project team organizational chart.

### *Project Fees*

Fees for design engineering services described in this proposal are proposed on an hourly multiplier, not-to-exceed basis using an hourly rate multiplier of 2.80 times direct staff payroll rates. Direct costs will be charged at their actual rate incurred with no markup.

Tasks	Hours	Fees
Design Engineering	711	\$64,644
Direct Costs (Mileage, Printing, Shipping)		\$650
<b>TOTAL NOT-TO-EXCEED</b>	<b>711</b>	<b>\$65,294</b>

Detailed summaries of anticipated hours and fees and average hourly payroll rates are included on the following pages.

If desired, we can add optional tasks described above for the following additional fees:

#### **OPTIONAL TASK**

STREET LIGHTING – 40 hours; \$3,567

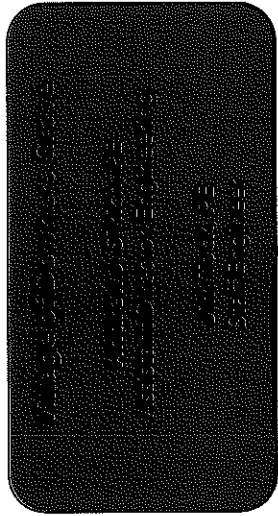




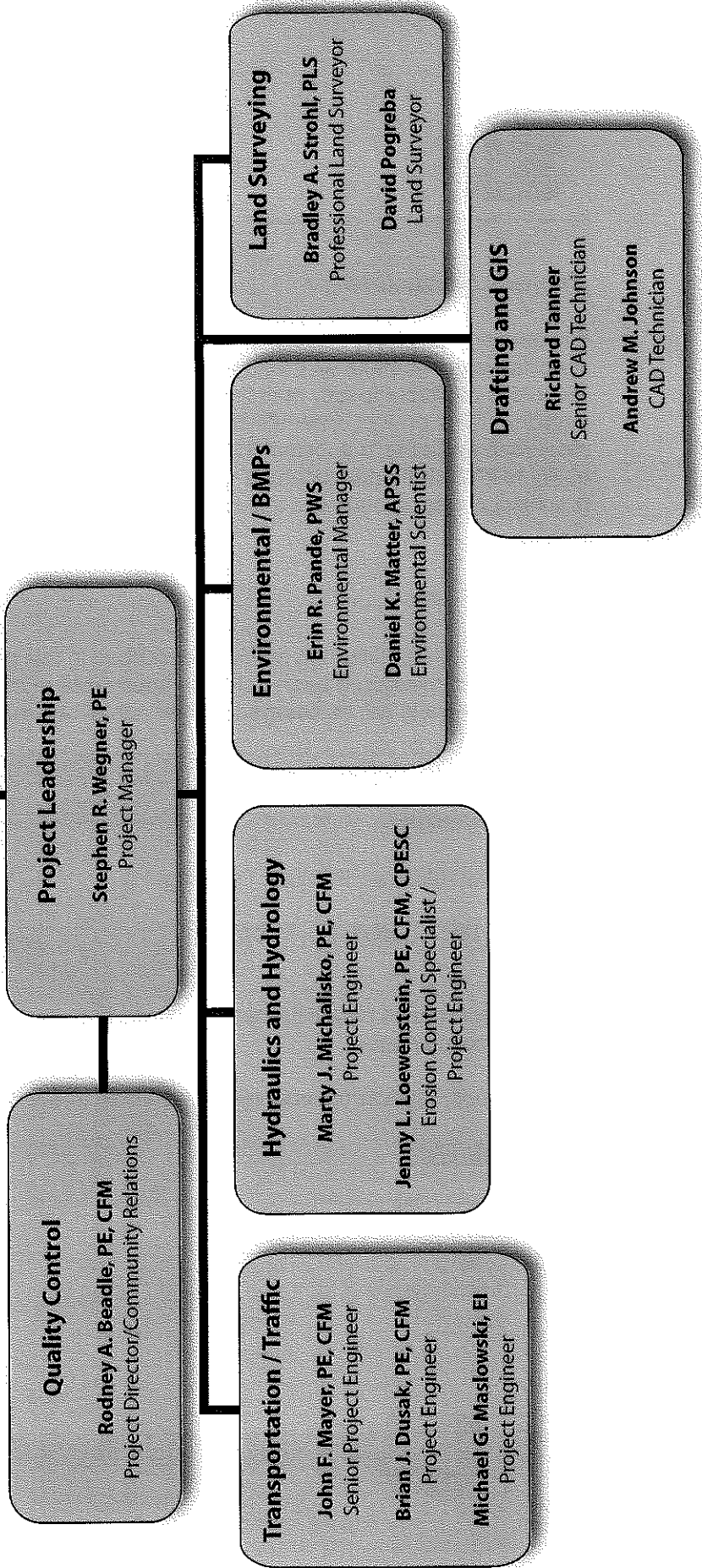
# Roadway Reconstruction Team

## Village of Downers Grove

### Oak Grove Unit 3



**ENGINEERING RESOURCE ASSOCIATES, INC.**  
 Consulting Engineers, Scientists & Surveyors  
[www.eraconsultants.com](http://www.eraconsultants.com)





Hour and Fee Summary  
 Village of Downers Grove  
 Oak Grove Unit 3

Prepared By:  
 Engineering Resource Associates, Inc.  
 4-Apr-12

PD = Project Director  
 PM = Project Manager  
 PE = Project Engineer  
 DE = Design Engineer  
 ES = Environmental Specialist  
 LS = Land Surveyor  
 FT = Survey Field Technician  
 CT = Cadd Technician  
 CL = Clerical


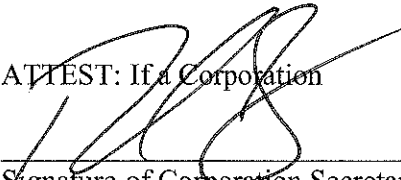
Multiplier Rate: 2.80

Task	Charge Rate	Staff Title	PD	PM	PE	DE	ES	LS	FT	CT	CL	Hours	Fees
	\$196.00		\$154.00	\$93.10	\$64.40	\$88.20	\$95.90	\$64.40	\$98.00	\$61.88			
<b>DESIGN ENGINEERING</b>													
1. Project Meetings and Coordination			2	12	16	0	0	0	0	0	4	34	\$3,977
2. Data Acquisition			0	0	2	4	0	0	0	6	4	16	\$1,279
3. Field Survey			0	1	0	0	0	40	40	0	0	81	\$6,566
4. Base Plans and Profiles			0	0	0	4	0	0	0	48	0	52	\$4,962
5. Analysis and Evaluation Hydrology and Hydraulics Pavement Analysis			0	2	8	16	0	0	0	0	0	26	\$2,083
			0	1	2	4	0	0	0	0	0	7	\$598
6. Plans, Specifications and Estimates 50% Submittal 80% Submittal 100% Submittal			2	8	24	40	0	0	0	96	0	170	\$15,842
			2	6	12	36	0	0	0	80	8	144	\$13,087
			1	4	8	24	0	0	0	48	8	93	\$8,301
7. Permitting Village of Downers Grove Permit DuPage County Highway			0	4	8	12	4	0	0	0	0	28	\$2,486
			0	2	4	8	0	0	0	0	0	14	\$1,196
8. Bidding Assistance			2	8	12	16	0	0	0	0	8	46	\$4,267
<b>Design Engineering Subtotal</b>			<b>9</b>	<b>48</b>	<b>96</b>	<b>164</b>	<b>4</b>	<b>40</b>	<b>40</b>	<b>278</b>	<b>32</b>	<b>711</b>	<b>\$64,644</b>
Direct Costs Mileage Printing Shipping													\$250 \$250 \$150
<b>Subtotal, Direct Costs</b>													<b>\$650</b>
<b>Project Totals</b>													<b>\$65,294</b>
<b>OPTIONAL TASKS</b>													
1. Street Lighting Design			0	4	8	16	0	0	0	0	12	40	\$3,567
			0	4	8	16	0	0	0	12	0	40	\$3,567

**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 Proposal Is To Be Considered For Award**

<b>PROPOSER:</b>	
Engineering Resource Associates, Inc.	Date: April 4, 2012
Company Name	swegner@eraconsultants.com
3s701 West Ave., Suite # 150	Email Address
Street Address of Company	Steve Wegner
Warrenville IL 60555	Contact Name (Print)
City, State, Zip	630-918-7281
630-393-3060	13-Hour Telephone
Business Phone	
630-393-2152	Signature of Officer, Partner or Sole Proprietor
Fax	Steve Wegner, Principal
	Print Name & Title
	
ATTEST: If a Corporation	Rodney Beadle
Signature of Corporation Secretary -	President

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

ATTEST:

\_\_\_\_\_  
 Signature of Village Clerk

\_\_\_\_\_  
 Date

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

Village of Downers Grove



**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 Ave., 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              | Corporation   |
| Charitable/Nonprofit | Government Agency                                     |

SIGNATURE: *Steph [Signature]*

DATE: April 4, 2012

**PROPOSER'S CERTIFICATION (page 1 of 3)**

Roadway Reconstruction

Engineering Resource

Oak Grove Unit 3

Associates, Inc.

With regard to Proposal No.: ST-015, 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 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *Steve Wegner* Steve Wegner, Principal  
Proposer's Authorized Agent

3	6	-	3	6	8	6	4	6	6
---	---	---	---	---	---	---	---	---	---

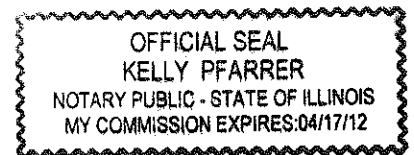
**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this 4 day of April, 2012.

*Kelly Pfarrer*  
Notary Public

**PROPOSER'S CERTIFICATION (page 2 of 3)**



Village of Downers Grove

(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: N/A

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

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the State of \_\_\_\_\_

**(c) Sole Proprietor**

The Proposer 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 \_\_\_\_\_

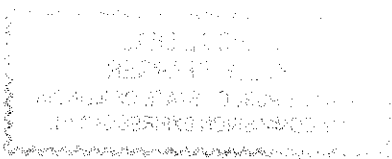
5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Holmes Murphy & Associates

Agent Paula Dixon

Street Address 311 S. Water St., Suite 211

**PROPOSER'S CERTIFICATION (page 3 of 3)**



Village of Downers Grove

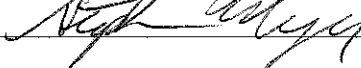
City, State, Zip Code Peoria IL 61602

Telephone Number 630-299-3539

**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: Steve Wegner, Principal

Signature: 

Date: April 4, 2012



**Suspension or Debarment Certificate**

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

By submitting this offer and signing this certificate, the 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.**

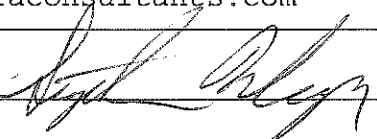
Company Name: Engineering Resource Associates, Inc.

Address: 3s701 West Ave., Suite # 150

City: Warrenville IL Zip Code: 60555

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

E-mail Address: swegner@eraconsultants.com

Authorized Company Signature: 

(Print) Name: Steve Wegner Title of Official: Principal

Date: April 4, 2012

**Campaign Disclosure Certificate**

Village of Downers Grove

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

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

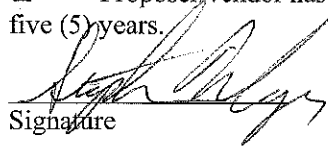
Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal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

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

Under penalty of perjury, I declare:

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

Signature



Steve Wegner, Principal

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: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Signature

Print Name



Village of Downers Grove

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

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

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

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

Under penalty of perjury, I declare:

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

Signature

Steve Wegner, Principal

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: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_


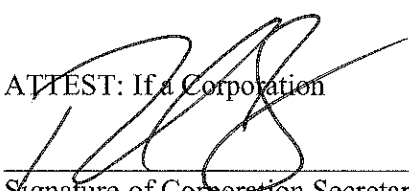
Signature

Print Name

**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 Proposal Is To Be Considered For Award**

<b>PROPOSER:</b>	
Engineering Resource Associates, Inc.	Date: April 4, 2012
Company Name	swegner@eraconsultants.com
3s701 West Ave., Suite # 150	Email Address
Street Address of Company	Steve Wegner
Warrenville IL 60555	Contact Name (Print)
City, State, Zip	630-918-7281
630-393-3060	13-Hour Telephone
Business Phone	
630-393-2152	Signature of Officer, Partner or Sole Proprietor
Fax	Steve Wegner, Principal
	Print Name & Title
	
ATTEST: If a Corporation	Rodney Beadle
Signature of Corporation Secretary -	President

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

ATTEST:

\_\_\_\_\_  
 Signature of Village Clerk

\_\_\_\_\_  
 Date

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



# Village of Downers Grove Consultant Evaluation

Contractor: Engineering Resource Assoc.

Project: Valley View Estates Phase I & II Engineering

Primary Contact: Brian Dusak Phone: 630-393-3060

Time Period: December 2008 – November 2011

On Schedule (allowing for uncontrollable circumstances)  yes  no

Provide details if early or late completion: \_\_\_\_\_

Change Orders (attach information if needed): \_\_\_\_\_

Difficulties / Positives: \_\_\_\_\_

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: Scott A Vasko

Date: 11/09/11

# 2012-2016 Capital Project Sheet

Project # **ST-015**

## Project Description **Roadway Reconstruction, Oak Grove Unit III**

### Project summary, justification and alignment to Strategic Plan

The project includes the reconstruction of Oak Grove, Scheldrup, Branding and Butterfield Frontage Road. This development was built in the mid 1970's to a thickness much too thin for the amount of traffic the roadways now carry. The entire roadway system within Oak Grove III requires reconstruction.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future	TOTAL
									Years	
Professional Services				125,000	75,000					<b>200,000</b>
Land Acquisition										-
Infrastructure		X			2,050,000					<b>2,050,000</b>
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				125,000	2,125,000	-	-	-	-	<b>2,250,000</b>

Funding Source(s)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Yrs	TOTAL
220-Capital Improvements Fund	125,000	2,125,000					<b>2,250,000</b>
							-
							-
							-
<b>TOTAL FUNDING SOURCES</b>	125,000	2,125,000	-	-	-	-	<b>2,250,000</b>

Project status and completed work: It is anticipated that design will occur in 2012.

Grants (funded or applied for) related to the project: None.

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

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

### Map/Pictures of Project



Priority Score **B**

Project Manager:

Andy Sikich

Program: **342**

Department:

Public Works