

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

SUBJECT:	TYPE:	SUBMITTED BY:
Design Services for Roadway Reconstruction Concord Square Unit 2 (ST-012)	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 Roadway Reconstruction – Concord Square Unit 2, ST-012, to Baxter & Woodman, Inc. of Itasca, Illinois in the amount of \$122,600.00.

**STRATEGIC PLAN ALIGNMENT**

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

**FISCAL IMPACT**

The FY12 budget includes \$235,000 in the Capital Projects Fund for professional services for this contract. This recommended amount includes a 5% contingency toward the original proposed amount of \$116,800.00.

**RECOMMENDATION**

Approval on the May 1, 2012 consent agenda.

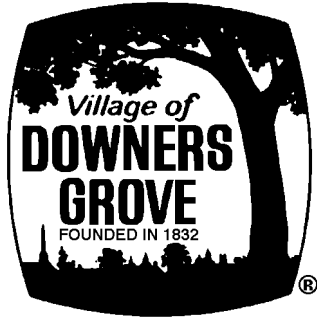
**BACKGROUND**

The project consists of roadway reconstruction within the Concord Square Unit 2 subdivision, located between Woodward Avenue and Dunham Road, north of 71<sup>st</sup> Street. This subdivision was built in the mid 1970's with inadequate roadway drainage and utilized a pozzolonic base, which has performed poorly and deteriorated rapidly. It is anticipated that the entire roadway system within Concord Square Unit 2 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. Baxter & Woodman, Inc. completed the design for the Village's Brick Street Reconstruction in 2007. They have extensive roadway reconstruction design experience and have satisfactorily completed various projects for local municipalities, including roadway reconstruction improvements for the City of Prospect Heights. They have also performed well for the Village in their duties as a consultant with regard to the Village's SCADA system. Staff recommends award of this contract for professional services to Baxter & Woodman, 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-012



## REQUEST FOR PROPOSAL (Professional Services)

**Name of Proposing Company:** BAXTER & WOODMAN, INC CONSULTING ENGINEERS

Project Name: Roadway Reconstruction – Concord Square Unit 2  
Proposal No.: ST-012  
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

Date Issued: Friday, March 23, 2012

This document consists of 25 pages.

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

NATHANIEL HAWK  
STAFF ENGINEER  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5467  
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 2 additional paper copies 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: **Nathaniel Hawk**, 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.

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

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

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,



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

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

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 Nathaniel Hawk, 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

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 within the Concord Square Unit 2 subdivision. This subdivision was built in the mid 1970's with inadequate roadway drainage and utilized a pozzolonic base. This material has a very poor performance history and deteriorates rapidly. It is anticipated that the entire roadway system within Concord Square Unit 2 must be reconstructed. A geotechnical investigation of the existing pavement section and sub-base materials is currently underway, and will be made available to the successful proposer. (See attached location map.)

#### 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.

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- Utilization of IDOT standard drafting symbols and line weights, and indicating lot line intersections, lot numbers and common addresses.
  - Plotting contour lines throughout the project with high points or low points indicated between similar contours.
  - Base drawings showing rim and invert elevations, pipe and conduit sizes of all culverts, manholes, inlets, valve vaults, etc., and elevations of roadway and driveway pavement over culverts. Information shall be tied with a leader to each referenced structure, not in a table format.
- b. Final Plans shall include, but may not be limited to:
- Cover Sheet
  - General Notes and Summary of Quantities
  - Earthwork Schedule
  - Typical Sections and Construction Details
  - Construction Phasing
  - Alignment, Ties and Benchmarks
  - Grading Plan (1" = 20')
  - Storm Sewer Plan and Profile
  - Sediment Erosion, Sediment Control Plan (1" = 20')
  - Landscape Plans (1" = 20')
  - Cross-Sections (every 50' and at other critical locations)
  - Any other plans as may be required to complete the work
- 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 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
- 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” 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.
- 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



## Village of Downers Grove

- 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:

Nathaniel Hawk  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515  
Phone 630-434-5467  
Fax 630-434-5495



**LOCATION MAP**

**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.)**

# Village of Downers Grove



## Concorde Square Unit 2 Roadway Reconstruction Phase II PROPOSAL

# ST-012

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100% consumer recycled paper

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***Baxter & Woodman, Inc.  
Consulting Engineers***

***April 4, 2012***

***[www.baxterwoodman.com](http://www.baxterwoodman.com)***



Mr. Nathaniel Hawk  
Staff Engineer  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, IL 60515

April 4, 2012

***Saving the Village Time, Money and Setting the Stage  
For Attractive Bid Prices!***

Dear Mr. Hawk:

Thank you for the opportunity to submit a Proposal for the Reconstruction of Concorde Square Unit 2. Consistent with our Qualifications submittal, we propose to assist the Village reach project success through the following strategy:

1. Explore design alternatives and construction rehabilitation techniques that ***save the Village time and money;***
2. Strategically package and bid the project to ***reduce bid prices;*** and
3. Communicate with Village staff to ensure your goals are met as well as ***reach out to the stakeholders*** to incorporate their needs into the design.

In the spirit of saving the Village time and money -- in addition to the cost effective solutions detailed in our Qualifications -- the Village has the opportunity to enjoy further project savings with Baxter & Woodman. Our team would like you to consider the additional efficiencies available by awarding our team both the Oak Grove Unit 3 and Concorde Square Unit 2 projects. Through joint project meetings, similar plan sheets and details, and assigning the same project team ...

***...we estimate a savings of \$5,000 for design of each project - a total \$10,000 savings to the Village!***

We also see the potential for additional engineering savings by reducing effort on cross sections and plan sheets. We welcome the opportunity to discuss these new cost-savings options with you in further detail. If you have any questions please feel free to contact me. *We are ready to begin!*

Very truly yours,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in black ink that reads "John P. Mick II PE".

John P. Mick, II, PE

Regional Manager

kes

300 Park Blvd., Ste 355  
Itasca, IL 60143  
630.773.1870  
630.773.3150

info@baxterwoodman.com

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# STRATEGY FOR YOUR SUCCESS - SUMMARY

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*SAVE THE VILLAGE TIME, MONEY AND  
SET THE STAGE FOR ATTRACTIVE BID PRICES!*

## Understanding & Project Approach

The Village of Downers Grove is looking for highly skilled engineering firms to assist with Phase II engineering services for reconstruction of roads and related infrastructure in Concorde Square Unit 2. Baxter & Woodman, including our proposed team, have completed multi-million dollar Village-wide road improvement projects for South Elgin and Buffalo Grove for the last 35 and 29 consecutive years. Specifically, our proposed team, led by Project Manager Jason Fluhr, has also recently completed large, multi-million dollar road reconstruction projects previously described in our Qualifications. The location of this project within a residential subdivision, much like the majority of our project experience, requires a better balance between design guidelines and local interests - such as construction staging, safety, and access.



Specifically, our proposed team, led by Project Manager Jason Fluhr, has also recently completed large, multi-million dollar road reconstruction projects previously described in our Qualifications. The location of this project within a residential subdivision, much like the majority of our project experience, requires a better balance between design guidelines and local interests - such as construction staging, safety, and access.

A summary of our Project Approach includes attention to the following:

**1. Evaluate your project alternatives to identify COST and TIME-SAVING solutions.**

- Pavement recycling is an option that averages a 35% cost-savings.
- Submitting permit applications early in the process allows quicker reviews.
- Provide an Expert Team that works simultaneously to serve you efficiently and cost-effectively.

**2. Carefully schedule the project to produce the most attractive bid prices.**

- Bidding late or early in the year generally proves to be the best time to bid projects.
- Grouping similar work together can expedite the schedule.

**3. Constant communication to promote project success.**

- Regularly provide status reporting to keep your staff informed.
- Coordinate public meetings and public communications to give stakeholders an opportunity to comment on design and construction staging and stay involved.

**4. *NEW!* Award us both Oak Grove Unit 3 and Concorde Square Unit 2 projects and receive an additional \$10,000 savings on design!**

**5. *NEW!* Even more savings could be available by reducing effort on cross sections and plan sheets!**

# SCOPE OF SERVICES

---

1. **PROJECT MANAGEMENT AND MEETINGS-** Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Confer with Village staff, from time to time, to clarify and define the general scope, extent and character of the project and to review available data. Attend one kick-off meeting with the Village to review the project and establish project criteria and clear lines of communication, and attend three progress meetings with the Village to review the Plans, Contract Proposal and Estimate of Cost. Attend two public meetings to present project and answer questions from the local stakeholders.
  
2. **PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
  - **FIELD EVALUATION** - Perform a field evaluation on the condition of existing pavements and curbs and gutters.
  - **TOPOGRAPHIC SURVEY** - Perform topographic surveys of natural and manmade features within the roadway right-of-way, including right-of-way monumentation, setting permanent control points at 100-foot intervals, and field location of all buried/marked utilities, in order to develop base sheets for project plan and profile drawings and cross sections. An Illinois-licensed surveyor will oversee the topographic surveys. NGVD 29 will be used for vertical datum and USGS NAVD 83 will be used for horizontal datum.
  - **IMPROVEMENT STRATEGY DEVELOPMENT** – Review pavement cores and soil borings provided by Village to determine appropriate rehabilitation strategies.
  - **PRELIMINARY GEOMETRIC PLANS** - Prepare the pavement design and geometric plan and profile design for the proposed improvements.
  - **CROSS SECTION DESIGN** - Design roadway cross sections at 50-foot intervals and at all cross streets and driveways. Compute earthwork calculations.
  - **DRAINAGE AND UTILITY PLANS** - Prepare the storm sewer design for the proposed improvements. Incorporate the proposed storm sewer design into the Drainage and Utility plan sheets.
  - **ESTIMATE OF COST** - Prepare summary of quantities, schedules of materials and an engineer's estimate of cost for 50% submittal, 90% submittal and final submittal.
  - **SPECIAL PROVISIONS** – Prepare special provisions in accordance with IDOT Standard Specifications for Road and Bridge Construction and Village contract documents.
  - **EROSION CONTROL PLANS** - Design an erosion control plan for the project improve-



ments. Prepare plans in accordance with DuPage County Stormwater Management for Village staff to issue permit (complete waiver community).

- **PROJECT DETAILS AND STANDARDS** - Prepare Cover Sheet, General Notes, Typical Sections, Construction Details, Alignment, Ties and Benchmarks, Landscape Plans, Pavement Marking and Signage Plan, and Maintenance of Traffic Plan.

**3. FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**

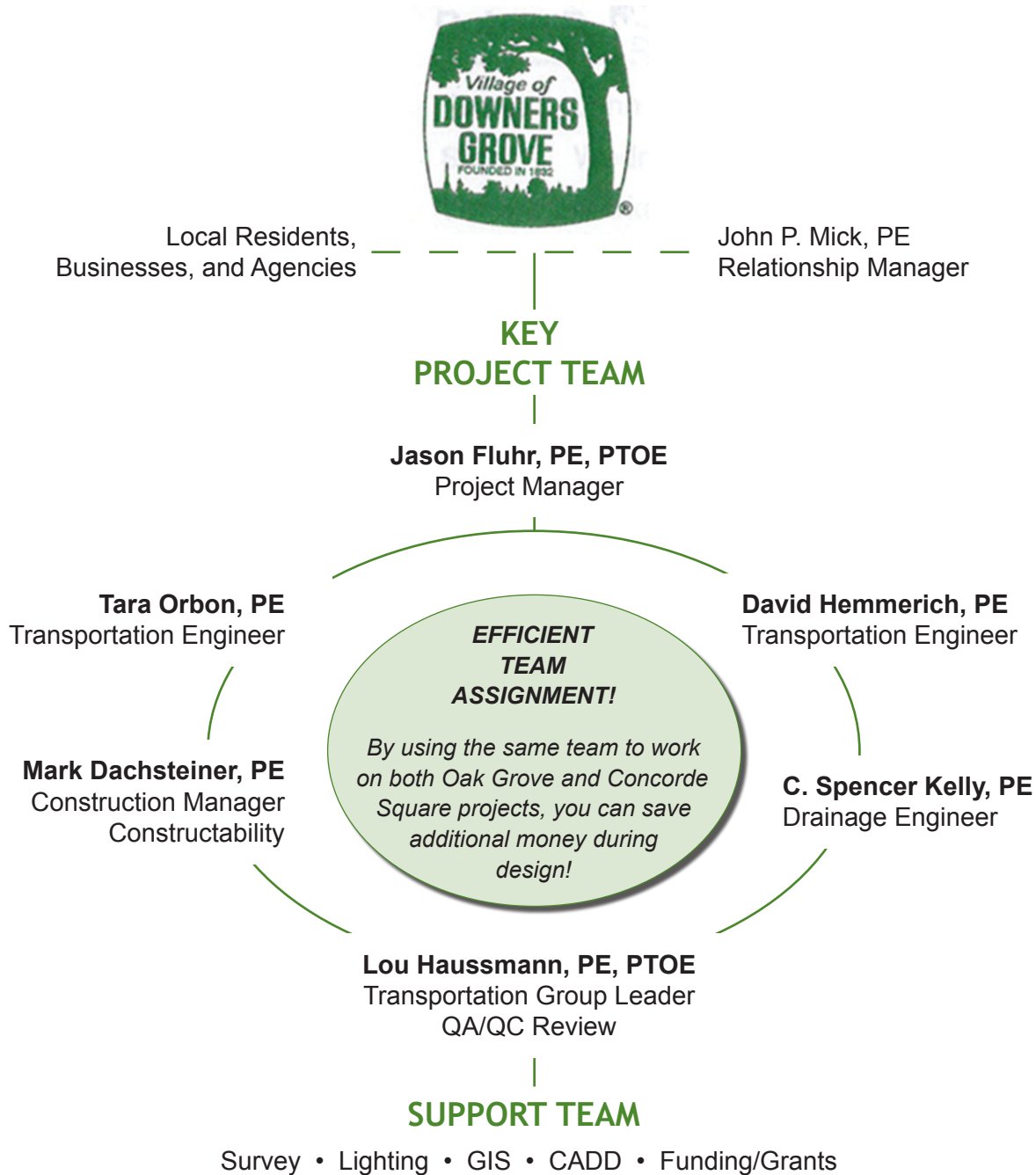
- **QC/QA** - Perform an in-house peer review and constructability review of the pre-final plans, specifications, and estimates of cost for the project.
- **FINAL CONTRACT PLANS AND CONTRACT PROPOSAL** -Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer’s Estimate of Probable Construction Cost and submit these documents to the Village to receive construction bids.

**4. ASSIST BIDDING** - Provide documents for bidding and assist the Village in solicitation of bids from as many qualified bidders as possible, and answer any questions from prospective bidders. Attend three meetings including the pre-bid meeting, bid opening, and preconstruction conference.

**5. OPTIONAL - STREET LIGHTING PLANS** – Prepare photometric calculations, general lighting layout, lighting plans, and electrical details.

# PROJECT ORGANIZATIONAL CHART

The success of this project greatly hinges on our ability to collaborate with your staff and address all project goals. Below is an organizational chart of the key project team and a summary of their relevant qualifications. Detailed resumes for key staff were provided with our previous Statement of Qualifications.



## *Project Team Experience . . .*

---

### **Jason Fluhr, PE, PTOE** *Project Manager*

- **Downers Grove Experience - Project Manager for the Brick Street Reconstruction in 2007! Project Manager for Prospect Heights' Phase I and II of the 3 phased, \$15M Improvements.**
- BS degree from Marquette University, WI in Civil Engineering. Also a Licensed Professional Engineer in Illinois with 13 years of experience focusing on suburban roadway reconstruction planning and design.
- Transportation Project Manager with hands on experience administering Federally-funded transportation projects for IDOT's Bureau of Local Roads. Certified Professional Traffic Operations Engineer (PTOE) by the Institute of Transportation Engineers.

### **Tara Orbon, PE** *Transportation Engineer*

- BS degree from University of Illinois at Urbana Champaign in Civil Engineering. Also a Licensed Professional Engineer in Illinois with 12 years of experience focusing on transportation planning and design.
- Transportation engineer with hands on experience administering over 60 Federally-funded projects for IDOT's Bureau of Local Roads. **Experience engineering Park Forest's \$7M Orchard Drive.**

### **David Hemmerich, PE** *Transportation Engineer*

- **Downers Grove Experience - Transportation engineer for the Brick Street Reconstruction in 2007!**
- BS degree from University of Wisconsin, Platteville in Civil Engineering. Also a Licensed Professional Engineer in Illinois with 9 years of experience.

### **C. Spencer Kelly, PE** *Transportation Drainage Engineer*

- BS degree from Southern Illinois University in Civil Engineering. Also a Licensed Professional Engineer in Illinois with 7 years of experience.
- Transportation drainage engineer specializing in hydraulic and hydrologic analysis, storm sewer design, flood insurance studies and the preparation of Location Drainage Studies and Hydraulic Reports.

### **Lou Haussmann, PE, PTOE** *QA/QC Reviews*

- MS and BS degree from University of Illinois at Urbana Champaign in Civil Engineering. Also a Licensed Professional Engineer in Illinois with 16 years of experience. Certified Professional Traffic Operations Engineer (PTOE) by the Institute of Transportation Engineers.
- Baxter & Woodman Chief Operating Officer and Transportation Group Leader. Wealth of experience managing phase II design for road reconstruction enables thorough QA/QC reviews. **Experience includes Managing Will County's \$19M Veterans Parkway.**

### **Mark Dachsteiner, PE** *Constructability Reviews*

- BS degree from Southern Illinois University in Mining Engineering. Also a Licensed Professional Engineer in Illinois with 25 years of experience.
- **Construction Manager with experience constructing alternative rehabilitation methods such as recycled pavement and whitetopping. Recent examples include Lombard's North Industrial Park Improvements!**

# PROJECT SCHEDULE

Deliverable	Date
1. Notice to proceed	May 2, 2012
2. Kick-off Meeting	May 7, 2012
3. 50% Plans and Estimate of Cost submittal and Progress Meeting	July 13, 2012
4. Public Meeting	July 18, 2012
5. 90% Plans and Estimate of Cost submittal and Progress Meeting	August 31, 2012
6. Public Meeting	September 5, 2012
7. Final Plans and Estimate of Cost and Progress Meeting	September 28, 2012
8. Advertise for Bidding	October 18 and 25, 2012
9. Pre-bid Meeting	October 26, 2012
10. Bid Opening	November 1, 2012
11. Award Contract at Village Council Meeting	November 13, 2012
12. Preconstruction Meeting	March 1, 2013



# NOT TO EXCEED FEE

We offer a total cost savings of ...  
**\$10,000.00**  
 ... for awarding both Oak Grove Unit 3  
 and Concorde Square Unit 2 projects to  
 Baxter & Woodman!



Village of Downers Grove									
Plan Number: 120246.41									
Plan Name: DNGSV - Concorde Square Unit 2 Roadway Improvements									
Level 2	Level3	Labor Category	Employee	Planned Hrs	Billing Rate	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
<b>Overall Project Total</b>				<b>940.00</b>		<b>\$ 98,265.00</b>	<b>\$ -</b>	<b>\$ 735.00</b>	<b>\$ 99,000.00</b>
TR100 Project Management and Meetings				65.00		\$ 8,750.00	\$ -	\$ 200.00	\$ 8,950.00
		Sr Engineer IV	John Mick	15.00	\$ 170.00				
		Sr Engineer I	Jason Fluhr	40.00	\$ 130.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	10.00	\$ 100.00				
TR180 Preliminary Plans, Specifications and Estimate of Cost				781.00		\$ 79,205.00	\$ -	\$ 460.00	\$ 79,665.00
TR480 Field Evaluation				28.00		\$ 2,940.00	\$ -	\$ 50.00	\$ 2,990.00
		Engr Tech III	Robert Gibbons	28.00	\$ 105.00				
TR500 Improvement Strategy Development				10.00		\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
		Sr Engineer I	Jason Fluhr	5.00	\$ 130.00				
		Engineer III	David Hemmerich	5.00	\$ 110.00				
TR530 Estimate of Cost				38.00		\$ 3,730.00	\$ -	\$ -	\$ 3,730.00
		Engineer III	David Hemmerich	8.00	\$ 110.00				
		Engineer II	Ryan Wallace	30.00	\$ 95.00				
TR540 Preliminary Geometric Plans				150.00		\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
		Engineer III	David Hemmerich	100.00	\$ 110.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	50.00	\$ 100.00				
TR550 Topographic Survey				180.00		\$ 16,800.00	\$ -	\$ 410.00	\$ 17,210.00
		Sr Engineer II	Anthony Bianchin	5.00	\$ 130.00				
		Engineer III	David Hemmerich	2.00	\$ 110.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	30.00	\$ 100.00				
		CAD/GIS/Survey Tech II	Shawn Hastings	140.00	\$ 90.00				
		Support Manager	Christopher Wellbank	3.00	\$ 110.00				
TR690 Cross Section Design				140.00		\$ 14,700.00	\$ -	\$ -	\$ 14,700.00
		Engineer III	David Hemmerich	70.00	\$ 110.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	70.00	\$ 100.00				
TR710 Special Provisions				15.00		\$ 1,425.00	\$ -	\$ -	\$ 1,425.00
		Engineer II	Ryan Wallace	15.00	\$ 95.00				
TR780 Project Details and Standards				75.00		\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
		Engineer III	David Hemmerich	50.00	\$ 110.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	25.00	\$ 100.00				
TR810 Drainage and Utility Plans				135.00		\$ 13,250.00	\$ -	\$ -	\$ 13,250.00
		Engineer III	David Hemmerich	15.00	\$ 110.00				
		Engineer II	C. Kelly	80.00	\$ 95.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	40.00	\$ 100.00				
TR820 Erosion Control Plans				10.00		\$ 1,160.00	\$ -	\$ -	\$ 1,160.00
		Sr Engineer III	William Blecke	2.00	\$ 160.00				
		Engineer III	David Hemmerich	4.00	\$ 110.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	4.00	\$ 100.00				
TR190 Final Plans, Specifications, Estimate of Cost				72.00		\$ 7,960.00	\$ -	\$ -	\$ 7,960.00
TR700 QC/QA				8.00		\$ 1,040.00	\$ -	\$ -	\$ 1,040.00
		Sr Engineer I	Jason Fluhr	8.00	\$ 130.00				
TR720 Final Contract Plans and Contract Proposal				64.00		\$ 6,920.00	\$ -	\$ -	\$ 6,920.00
		Sr Engineer I	Jason Fluhr	4.00	\$ 130.00				
		Engineer III	David Hemmerich	40.00	\$ 110.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	20.00	\$ 100.00				
TR200 Assist Bidding				22.00		\$ 2,350.00	\$ -	\$ 75.00	\$ 2,425.00
		Sr Engineer I	Jason Fluhr	4.00	\$ 130.00				
		Engineer III	David Hemmerich	15.00	\$ 110.00				
		Clerical I	Peggy Yarbro	3.00	\$ 60.00				
<b>Total Fee (Not Including Street Lighting)</b>									<b>\$ 99,000.00</b>
<b>Total Fee (Not Including Street Lighting) if Retained for both Projects:</b>									<b>\$94,000</b>
TR870 Optional - Street Lighting Plans				160.00		\$ 17,800.00	\$ -	\$ -	\$ 17,800.00
		Engineer III	Michael Hudspeth	120.00	\$ 115.00				
		CAD/GIS/Survey Tech III	Ursula Botsch	40.00	\$ 100.00				
<b>Total Fee (Including Street Lighting)</b>									<b>\$ 116,800.00</b>
<b>Total Fee (Including Street Lighting) if Retained for both Projects:</b>									<b>\$111,800</b>



**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>	
BAXTER & WOODMAN, INC Company Name	Date: 4/4/2012
CORPORATE: 8678 RIDGEFIELD RD. Street Address of Company	JMICK@BAXTERWOODMAN.COM Email Address
CRYSTAL LAKE, IL 60012 City, State, Zip	JOHN P. MICK Contact Name (Print)
815-459-1260 Business Phone	312-505-1149 13-Hour Telephone
815-455-0450 Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation  Signature of Corporation Secretary	STEVE A. LARSON, PRESIDENT/CEO Print Name & Title

**VILLAGE OF DOWNERS GROVE:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

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



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: BAXTER & WOODMAN, INC.
ADDRESS: 8678 RIDGEFIELD ROAD
CITY: CRYSTAL LAKE
STATE: IL
ZIP: 60012
PHONE: 815-459-1260 FAX: 815-455-0450
TAX ID #(TIN): 36-2845242

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

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: SAME
ADDRESS:
CITY:
STATE: ZIP:

TYPE OF ENTITY (CIRCLE ONE):

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

SIGNATURE: [Signature] DATE: 4/4/2012

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

With regard to CONCORDER SQUARE UNIT 2, Proposer BAXTER & WOODMAN 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: [Signature]  
Proposer's Authorized Agent

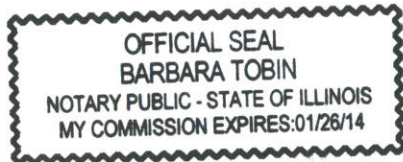
3 6 - 2 8 4 5 2 4 2

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

Subscribed and sworn to before me  
this 3 day of April, 2012.

[Signature]  
Notary Public



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



(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 BAXTER & WOODMAN, INC., and the full names of its Officers are as follows:

President: STEVE A. LARSON

Secretary: LAWRENCE E. THOMAS

Treasurer: WILLIAM B. SPRAGUE, JR

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 M.G. WELBEL & ASSOCIATES

Agent MICHAEL WELBEL

Street Address 650 DUNDEE ROAD, SUITE 170

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

Village of Downers Grove

City, State, Zip Code NORTHBROOK, IL 60062

Telephone Number 847-412-1414

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

Print Name of Company: BAXTER & WOODMAN, INC

Print Name and Title of Authorizing Signature: STEVE A. LARSON, PRESIDENT/CEO

Signature: 

Date: 4/4/12

**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: BAXTER & WOODMAN, INC

Address: 8678 RIDGEFIELD ROAD

City: CRYSTAL LAKE Zip Code: 60012

Telephone: ( ) 815-459-1260 Fax Number: ( ) 815-455-0450

E-mail Address: SLARSON@BAXTERWOODMAN.COM

Authorized Company Signature: 

(Print )Name: STEVE A. LARSON Title of Official: PRESIDENT/CEO

Date: 4/4/2012

**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.

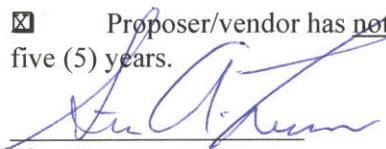
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

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 A. LARSON  
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.

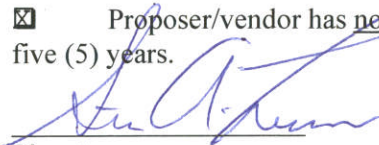
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Under penalty of perjury, I declare:

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Signature

STEVE A. LARSON  
Print Name

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

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

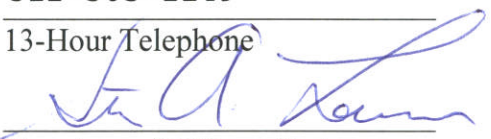

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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>	
BAXTER & WOODMAN, INC Company Name	Date: 4/4/2012
CORPORATE: 8678 RIDGEFIELD RD. Street Address of Company	JMICK@BAXTERWOODMAN.COM Email Address
CRYSTAL LAKE, IL 60012 City, State, Zip	JOHN P. MICK Contact Name (Print)
815-459-1260 Business Phone	312-505-1149 13-Hour Telephone
815-455-0450 Fax	 Signature of Officer, Partner or Sole Proprietor
ATTEST: If a Corporation  Signature of Corporation Secretary	STEVE A. LARSON, PRESIDENT/CEO Print Name & Title

**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.

# 2012-2016 Capital Project Sheet

Project # **ST-012**

## Project Description

## Roadway Reconstruction, Concorde Square Unit 2

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

The reconstruction of Camden, Ticonderoga, Alamance, Monmouth, Valley Forge and Bunker Hill are included in this project. This subdivision was built in the mid 1970's with inadequate roadway drainage and utilized a pozzolonic road base. This material has a very poor performance history and deteriorates rapidly. The entire roadway system within Concorde Square 2 requires reconstruction.

Cost Summary	New	Maintenance	Replacement	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
				Professional Services				250,000	150,000	
Land Acquisition										-
Infrastructure		X			3,975,000					3,975,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
<b>TOTAL COST</b>				250,000	4,125,000	-	-	-	-	4,375,000

Funding Source(s)	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	Future Years	TOTAL
220-Capital Improvements Fund	250,000	4,125,000					4,375,000
							-
							-
<b>TOTAL FUNDING SOURCES</b>	250,000	4,125,000	-	-	-	-	4,375,000

### Project status and completed work

It is anticipated that design will occur in 2012.

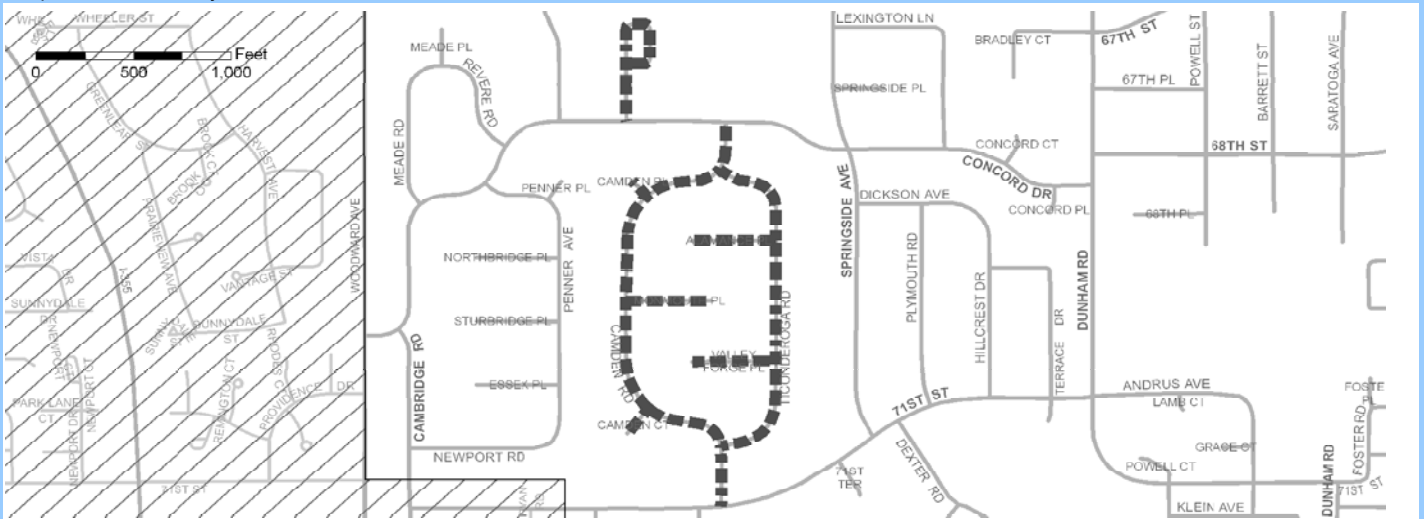
### Grants (funded or applied for) related to the project.

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