

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
JULY 2, 2013 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Roadway Reconstruction - Brook Drive and Centre Circle (ST-040-13)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a design contract for the Roadway Reconstruction project of Brook Drive and Centre Circle to Engineering Resource Associates, Inc. of Warrenville, Illinois in the amount of \$127,561.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

This project was planned for the FY14 budget. Staff recommends modifying the project schedule to complete design in FY13 and construction in FY14. Sufficient funds are available for these professional services in the Capital Projects Fund.

RECOMMENDATION

Approval on the July 2, 2013 consent agenda.

BACKGROUND

This contract is for design and engineering services related to the roadway reconstruction and storm sewer/drainage improvements for Brook Drive and Centre Circle. Drainage improvements will possibly include the reconfiguration of storm sewers and the addition of underground storage to alleviate flooding during more frequent storm events at the eastern intersection of Brook and Centre, should cost-effective solutions be identified. Reconstruction of the streets in this area will provide better performing pavement and reduce future maintenance costs.

The Village posted a Request for Qualifications for this project in April 2013. Based on the Request for Qualifications, staff invited project proposals from five firms. Staff recommends award of this contract to Engineering Resource Associates based upon review of their project approach, scope of services, proposed fee, and the experience of their project team. Engineering Resource Associates, Inc. has satisfactorily completed two similar projects for the Village, including design plans for the roadway reconstruction within the Oak Grove Unit 3 and the Valley View Estates subdivisions.

ATTACHMENTS

Contract Document
Capital Project Sheet ST-040

Village of Downers Grove



REQUEST FOR QUALIFICATIONS / PROPOSAL (Professional Services)

Name of Proposing Company: Engineering Resource Associates, Inc.

Project Name: Roadway Reconstruction, Brook Drive and Centre Circle –
DESIGN ENGINEERING

Proposal No.: ST-040-13

Statement of Qualifications Due: Friday, April 19, 2013 @ 10:00 A.M. – Public Works

Pre-Proposal Conference: Not Required

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: Friday, April 5, 2013

This document consists of 34 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:

NATE 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

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 QUALIFICATIONS
- II. REQUEST FOR PROPOSALS
- III. TERMS & CONDITIONS
- IV. DETAILED SPECIFICATIONS
- V. PROPOSER'S RESPONSE
- VI. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional copies (one in electronic format) of the total proposal. Upon formal award of the proposal, this RFP document shall become the contract. The successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR QUALIFICATIONS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Statement of Qualifications (SOQ) documents up to **May 17, 2013 @ 10:00 A.M.**
- 1.2 SOQs must be received at the Village of Downers Grove by the time and date specified. SOQs received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 SOQs shall be sent to the Village of Downers Grove, ATTN: NATE HAWK, in a sealed envelope marked "SEALED SOQ". The envelope shall be marked with the name of the project, date, and time set for receipt of SOQs.

2. STATEMENT OF QUALIFICATIONS

- 2.1 The prospective Firms must have particular expertise in municipal water main construction in order to fully and properly act on the Village's behalf in all activities related to construction of the project. These Firms must have a staffed office located within 150 miles of the Village. **In order to be considered for this project, interested Firms must submit the following information as its Statement of Qualifications (SOQ) based on the scope of the project as described in Section IV. Price proposals are not to be submitted with the initial SOQ. The Village will request price proposals from selected qualified firms.** (If sub-consultants/contractors are proposed, similar detailed information must be provided for each entity). One original and two copies of the SOQ (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:

- Company Background
 - i. Number of years in business
 - ii. Officers of Company
 - iii. Annual Volume of Similar Work
 - iv. Current Capacity
 - v. Listing of existing suits, claims, or pending judgments
- Similar Project Experience
 - vi. Provide detailed information regarding three (3) similar projects performed by the submitting firm. Include client contact information for all projects.
- Proposed Project Team – identify the specific staff members (Project Manager, Project Engineer, etc.) proposed for this project, with qualifications. The individuals proposed must be utilized on this project unless an alternate is approved in writing by the Village.

- 2.2 The SOQ shall be succinct, and directly relevant to this project. Number of pages for Firm generated SOQ information shall be kept to a minimum, but generally no more than 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 listed as the proposed project team. Also, please identify the physical location of the project team members.

- 2.3 SOQs shall become the property of the Village. The Village will maintain confidentiality of all received SOQs, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.
- 2.4 Short List Selection
Upon receipt of the SOQs, Village Staff will review the qualifications of each firm and shall select a short list of approximately 3 to 5 firms. **Specific service and fee proposals shall then be solicited from only these selected firms. Please see Section IV.2. below.**

II. 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 Proposal forms shall be sent to the Village of Downers Grove, ATTN: NATE 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.
- 1.3 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.
- 1.4 By submitting the 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.

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- 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 proposal will not be waived.

III. TERMS AND CONDITIONS

1. VILLAGE ORDINANCES

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

2. USE OF VILLAGE'S NAME

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

3. INDEMNITY AND HOLD HARMLESS AGREEMENT

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

4. NONDISCRIMINATION

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

5. SEXUAL HARASSMENT POLICY

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

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

6. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

7. DRUG FREE WORK PLACE

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

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

- 7.2 Establishing a drug free awareness program to inform 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.
- 7.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

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- 7.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 7.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 7.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 7.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

8. PATRIOT ACT COMPLIANCE

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

9. INSURANCE REQUIREMENTS

- 9.1 Prior to starting the Work, Proposer shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Proposer or subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$500,000	Each Accident
	\$500,000	Disease Policy Limit
	\$500,000	Disease Each Employee
Comprehensive General Liability	\$1,000,000	Each Occurrence

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	\$1,000,000	Aggregate <i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$500,000	Each Accident
Professional Errors & Omissions (pursuant to section .9 below)	\$2,000,000 \$2,000,000	Each Claim Annual Aggregate

- 9.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".
- 9.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 9.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 9.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 9.6 Proposer and any Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 9.7 Proposer and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Proposer or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Proposer or Subcontractor,

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or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.

- 9.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise the Proposer or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Proposer or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 9.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Proposer or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Proposer and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 9.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 10. CAMPAIGN DISCLOSURE**
- 10.1 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, attached hereto.
- 10.2 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.
- 10.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 10.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain

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from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

11. SUBLETTING OF CONTRACT

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

12. TERM OF CONTRACT

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

13. TERMINATION OF CONTRACT

- 13.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, including 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 termination. 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.

14. BILLING & PAYMENT PROCEDURES

- 14.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 14.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 14.3 Please send all invoices to the attention of Nate Hawk, Downers Grove Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

15. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 15.1 The relationship between the Village and the Proposer is that of a buyer and seller of

professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

16. STANDARD OF CARE

16.1 Services performed by Proposer under this 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.

16.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

16.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

17. GOVERNING LAW

17.1 This 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.

18. SUCCESSORS AND ASSIGNS

18.1 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.

19. WAIVER OF CONTRACT BREACH

19.1 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.

20. AMENDMENT

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

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21. NOT TO EXCEED CONTRACT

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

22. SEVERABILITY OF INVALID PROVISIONS

- 22.1 If any provisions of this 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.

23. NOTICE

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

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

And to the Proposer as designated in the Contract Form.

24. COOPERATION WITH FOIA COMPLIANCE

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

IV. DETAIL SPECIFICATIONS

1. SCOPE OF SERVICES

- 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 the complete reconstruction of streets and some storm sewer/drainage improvements throughout the project area, which includes Brook Drive, Centre Circle, and Downers Drive (north of Butterfield Rd.). See the attached location map for the approximate project limits. Our records indicate that these roads have a pozzolanic base course, which has a very poor performance history and is deteriorating rapidly. The entire roadway system within the project area must be reconstructed. In addition, drainage concerns have been identified at the eastern intersection of Brook Drive and Centre Circle (see attached draft memorandum dated September 14, 2010 from V3 Consultants; EXHIBIT A). These concerns will be addressed, to the extent possible, through underground storage in the right-of-way, or by other remedy as may be suggested by the Consultant. It is anticipated that, at a minimum, the storm sewer system will be designed to alleviate surcharging in the 2 year critical duration storm event. The design of the proposed drainage improvements must be based solely on Consultant's own investigations and calculations. Any information obtained from the V3 draft memorandum or previous Village studies shall be for informational purposes only. The Village will procure, under separate contract, a geotechnical and environmental testing report, and shall provide a copy of the final report to the Consultant for their use.

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. Recovered monumentation and County parcel data shall be utilized to indicate, to the extent possible, the limits of the public right of way, and adjacent lot lines. The establishing of missing monumentation (property corners) is NOT required. Consultant shall notify the Village immediately if suitable information and monumentation is not available to reasonably depict the location of the public right-of-way ($\pm 1'$) on the plans.
 - Reference lines parallel to right-of-way lines. Base lines stationed 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.

Village of Downers Grove

- Using NAVD 88 for Vertical Datum and USGS NAD 83 for Horizontal Datum.
 - Field survey work encompassing the entire right-of-way width of those streets noted. Where the primary right-of-way surveys are shown crossing other rights-of-way which are not to be fully surveyed, the right-of-way crossed by the primary survey shall be surveyed for a length of 100 feet outside the primary right-of-way line extended, in both directions, to show the complete intersection. The survey shall also include all adjacent building faces, along with finished floor and low-opening elevations, and a minimum of 15 feet of private property adjoining each side of the right-of-way. Topographic survey outside of these described limits that is needed for proper design of the improvements, shall also be included.
 - Copies of all field notes and 3D electronic base maps of the identified segments in AutoCAD 2013 (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, storm sewers, etc. 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 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
 - Water Main Plan and Profile

Village of Downers Grove

- Lighting Plan
 - Sediment Erosion, Sediment Control Plan (1" = 20')
 - Landscape Plans (1" = 20')
 - Cross-Sections (every 50' and at other critical locations)
 - Any other plans as may be required to complete the work
- c. Engineer's Opinion of Construction Cost 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. Railroad, IEPA, IDOT, DuPage County Stormwater Management, Village of Downers Grove Stormwater Permit, 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), and shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) for submittal to the IEPA for coverage under the ILR-10 permit. 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, and shall attend the pre-bid meeting, bid opening, and the pre-construction meeting. 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 4 of this RFP.

2. PROPOSAL

- 2.1 Village Staff will contact those Firms on the short list directly and request a proposal abiding by this Section of the RFQ/RFP. **This RFQ/RFP is the contract between the prospective**

Firm and the Village. You must submit this entire RFQ/RFP document with your proposal. DO NOT SUBMIT A PROPOSAL UNTIL SPECIFICALLY REQUESTED TO DO SO. THE INITIAL SUBMITTAL TO THE VILLAGE SHALL BE THE SOQ ONLY.

2.2 Quantity and Format

One original and two copies of the 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
- Proposed Overall Not-To-Exceed Cost

The Proposal shall be succinct, and directly relevant to this project. Number of pages for Firm generated proposal information shall be kept to a minimum, but generally no more than 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 (listed in the SOQ) should be included.

2.3 Deadline and Proposal Disposition

The exact deadline for Proposals is not known at this time. Village Staff will inform those Firms on the short list of the proposal deadline once known. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Firms with any other Firm, nor with the selected Firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act.

2.4 Fees

The Village 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.**

2.5 Firm Selection

Firm Selection will be based on the following:

- Approach to organizing and understanding of the project

Village of Downers Grove

- 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

2.6 Pre-Proposal Field Review

Prior to submitting a Proposal, each prospective Firm 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 prospective Firm 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 Firm 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:

- Construction plans, specifications, special provisions, and Engineer's Opinion of Probable Construction Cost 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 (2013 or later), and as .pdf documents. The cost estimates shall be in Excel format. Specifications shall be in Word format. CAD drawings must be created using legitimate AutoCAD Civil 3D 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.
- Two (2) hard copies and (1) electronic copy of 50% plan set and Engineer's Opinion of Probable Cost (EOPC) due October 25, 2013
- Two (2) hard copies and (1) electronic copy of 90% plan set and EOPC due December 13, 2013

Village of Downers Grove

- Two (2) hard copies and (1) electronic copy of 100% plan set and EOPC due January 31, 2014
- 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:

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



APPROXIMATE PROJECT LIMITS

EXHIBIT A



MEMORANDUM

DATE: September 14, 2010
TO: Dan Grecco, Village of Downers Grove
FROM: Derrick Martin
CC: V3 File
RE: Brook Drive and Centre Circle Drive Stormwater Improvements

DRAFT

Per your request, V3 is providing this project close out memo to summarize the work done on the Brook Drive and Centre Circle Drive Stormwater Improvements project. The Village requested an evaluation of this area since street flooding reaching depths of three to four feet has historically been observed approximately twice a year. The worst area of flooding is the low lying area located at the southeast intersection of Brook Drive and Centre Circle Drive, which prevents access to several businesses in the area during larger storm events.

V3 utilized aerial topography (provided by Village), aerial photographs, site visits and available information from historical development plans to determine the tributary drainage area and other hydrologic parameters associated with the project area. Based on the available information, V3 performed detailed hydrologic modeling to determine the runoff flow tributary to the storm sewer system for the critical duration range of storm events. The existing storm sewer trunk line in the project area was surveyed and modeled in XPSWMM to identify and/or confirm system deficiencies.

The existing trunk line system was evaluated for the 1-year through the 25-year critical duration storm events (the critical duration event was determined to be the 0.5 hour duration event). The range of storm events was selected based on the frequency of historically observed flooding in the project area and the basic design criteria outlined in the Village's Watershed Infrastructure Improvement Plan for improvements to deficient stormwater infrastructure systems.

The existing conditions modeling results indicate that the majority of the storm sewer trunk line was surcharged above the crown of pipe for all critical duration storm events. The results also confirmed surcharging out of the system (surface flooding) at several structures located along the eastern portion of the Centre Circle Drive and at the southeast intersection of Centre Circle Drive and Brook Drive for all critical duration storm events.

Based on the existing conditions evaluation results, V3 proposed two conceptual plan alternatives that focused specifically on improving the worst areas of system surcharging (southeast portion of project area). One option looked at increasing the capacity of the trunk line storm sewer system by increasing the pipe sizes along the entire system from the eastern end of Centre Circle Drive, west along Brook Drive, to the existing outlet located west of Finley Road (see Proposed Utility Plan – Alt A). Various pipe sizes were considered based on the ultimate elevation change through the system as well as ROW / utility corridor space availability. The modeling results associated with this approach indicated the elimination of system surcharging for the 1-year event but still indicated system surcharging for the

Village of Downers Grove

remaining critical duration events (the surcharging in the 2-year event was minimal). The conceptual cost estimate for this alternative indicated the project is approximately a \$1,000,000 project although it is anticipated that potential utility conflicts and/or the need for additional inlet capacity could drive the costs higher (see EOPPC for Alt A).

Since the storm sewer trunk line replacement option appeared expensive and required significant disturbance to a large portion of the project area, V3 developed a second conceptual plan that focused on limiting the improvements to the worst area of flooding (southeast corner) by incorporating storage into the system above and beyond the storage associated with increased pipe sizes. As such, this option included the use of an underground storm water detention system (StormTrap, StormTech, TerraBox, etc.) that would be located under Brook Drive (See Proposed Utility Plan – Alt B). The proposed storage volume was approximately 0.75 ac-ft. The modeling results for this option were similar to results for the trunk line replacement option in that the system surcharging was eliminated for the 1-year critical duration event, but surcharging remained for the all other critical duration events (the remaining surcharging was slightly worse for this option). The conceptual cost estimate for this alternative indicated the project is approximately a \$750,000 project although it is anticipated that potential utility conflicts and/or the need for additional inlet capacity could drive the costs higher (see EOPPC for Alt B).

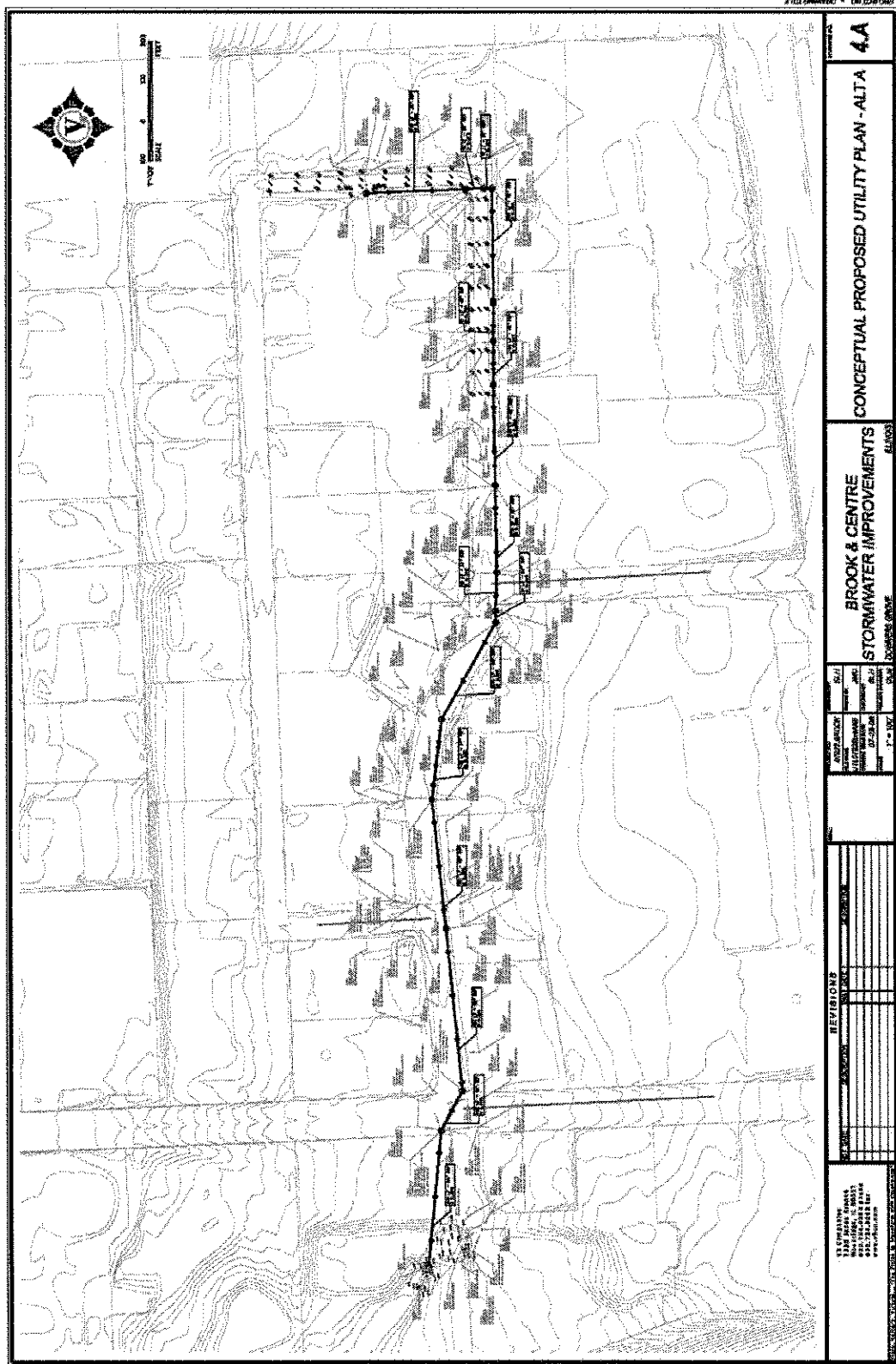
V3 met with the Village to discuss the limited reduction in flooding and costs associated with the proposed improvements. Given the extent of system deficiencies identified during the critical duration analysis and the results of the conceptual proposed improvements modeling, it is apparent that improving the system to the design criteria outlined in the Village's Watershed Infrastructure Improvement Plan (no pipe surcharging during the 10-year critical duration event and no system surcharging during the 25-year critical duration event) is likely cost prohibitive.

As a follow up to the meeting, the Village requested that V3 also evaluate the system for the 10-year and 25-year, 24-hour duration storm events. The results of the revised analysis indicate that the existing system has no pipe or system surcharging. V3 also performed additional modeling scenarios to determine how much detention storage would be required to keep the system from surcharging for the 10-year critical duration storm event. The modeling results indicated that approximately 12 ac.-ft. of storage would be required, which is approximately 16 times more storage that what was provided in the detention option.

Although the flood reduction benefits were not as significant as ideally desired, the initial decision was made to move forward with preliminary/final engineering plans for the less expensive detention option since it did provide measurable benefits in the more frequent storm events (1-year and 2-year) and the assessed value of the impacted properties was more than \$8,000,000. V3 moved forward with the understanding that additionally engineering fees (in the form of a contract adjustment) would be available for completing the final engineering plans (if necessary) since additional analyses and coordination were provided.

However, at a January 2009 meeting with the Village, it was decided that the project would be put on hold indefinitely (effectively closed) given the limited flood reduction and high costs associated with the proposed improvements. If the project were to move forward at a later date, the design services associated with completing the final engineering plans would be provided under a separate contract since it is not known if the same alternative would be selected or if the ultimate solution would involve other options (private property detention with cost-sharing, overall infrastructure improvements, etc.).

Village of Downers Grove





ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

FOR SITE IMPROVEMENTS AS SHOWN ON PROPOSED UTILITY PLAN - ALT A

Brook Drive and Centre Circle

BASE BID

Item	Description	Owner's Est. Qty.	Bidder's Est. Qty.	Unit	Bidder's Unit Cost	Subtotal
1.00	EARTHWORK AND EROSION CONTROL					
1.01	Mobilization	1		ls	\$15,000.00	\$15,000.00
1.02	Traffic Control	1		ls	\$10,000.00	\$10,000.00
1.03	Erosion Control Blanket	6,150		sy	\$1.25	\$7,687.50
1.04	Turf Grass Seeding	6,150		sy	\$2.50	\$15,375.00
Section Subtotal:						\$48,062.50

Item	Description	Owner's Est. Qty.	Bidder's Est. Qty.	Unit	Bidder's Unit Cost	Subtotal
2.00	REMOVALS					
2.01	Remove Manhole	17		ea	\$700.00	\$11,900.00
2.02	Remove Storm Sewer	3,009		lf	\$45.00	\$135,405.00
Section Subtotal:						\$147,305.00

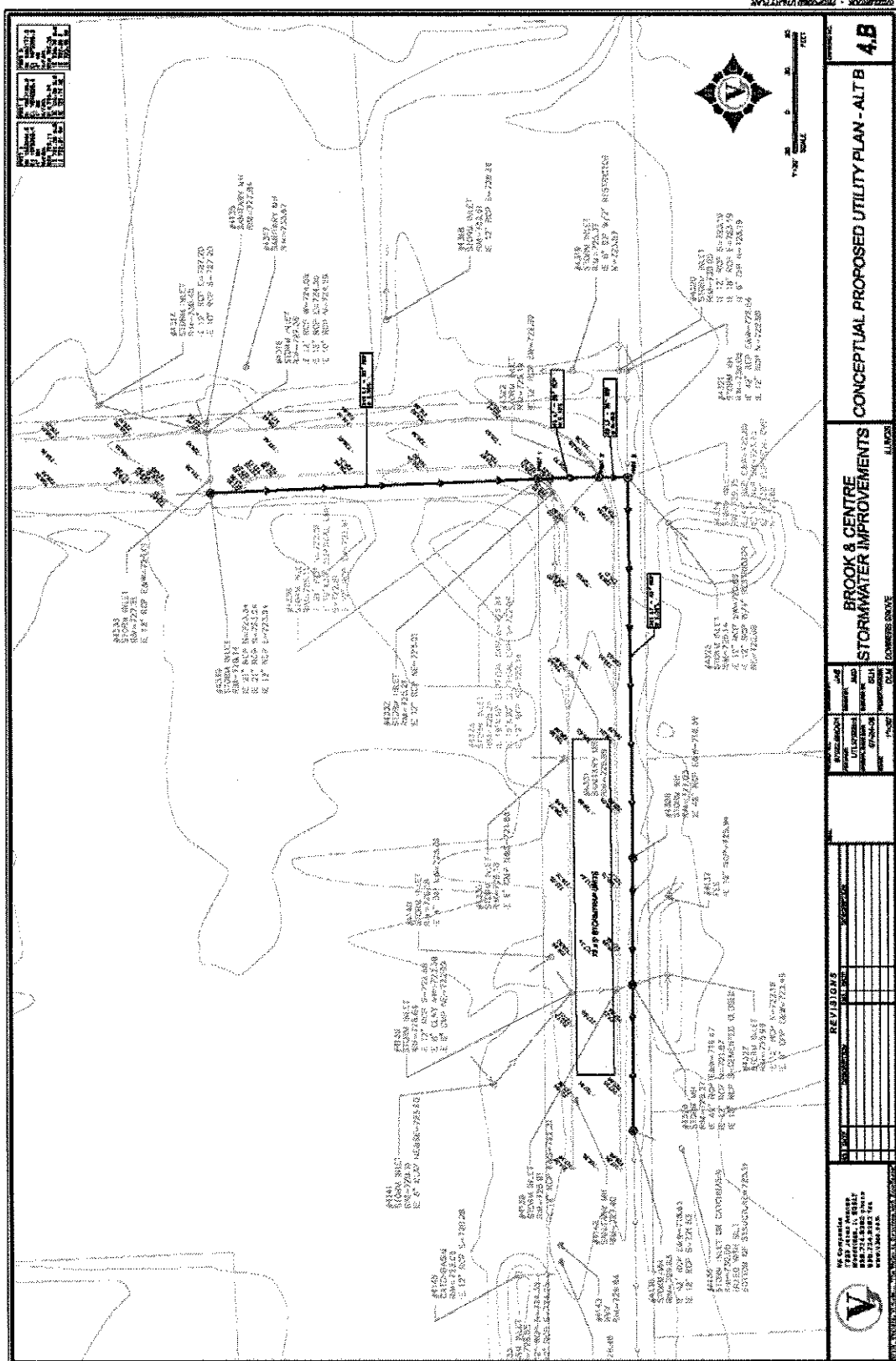
Item	Description	Owner's Est. Qty.	Bidder's Est. Qty.	Unit	Bidder's Unit Cost	Subtotal
3.00	PAVEMENT					
3.01	Pavement Removal and Patch	4,860		sf	\$18.00	\$87,480.00
Section Subtotal:						\$87,480.00

Item	Description	Owner's Est. Qty.	Bidder's Est. Qty.	Unit	Bidder's Unit Cost	Subtotal
4.00	STORM SEWER					
4.01	Storm Sewer (RCP, 30")	243		lf	\$90.00	\$21,870.00
4.02	Storm Sewer (RCP, 36")	60		lf	\$100.00	\$6,000.00
4.03	Storm Sewer (RCP, 48")	941		lf	\$150.00	\$141,150.00
4.04	Storm Sewer (RCP, 54")	590		lf	\$165.00	\$97,350.00
4.05	Storm Sewer (RCP, 60")	833		lf	\$165.00	\$137,445.00
4.06	Storm Sewer (RCP, 66")	342		lf	\$275.00	\$94,050.00
4.07	Storm Manhole (6' DIA.)	17		ea	\$4,950.00	\$84,150.00
Section Subtotal:						\$582,015.00

TOTALS						
1.00	Earthwork and Erosion Control					\$48,062.50
2.00	Removals					\$147,305.00
3.00	Pavement					\$87,480.00
4.00	Storm Sewer					\$582,015.00
Sub Total						\$864,862.50
15% Contingency						\$129,729.38
TOTAL						\$994,591.88

This Engineer's Opinion of Probable Cost is based upon the Proposed Utility Plan - Alt A prepared by V3 Companies of Illinois, latest revision date 07/24/08. Since V3 Companies has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinion of Probable Costs is made based on V3 Companies' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; however, V3 Companies can not and does not guarantee that proposals, bids or actual construction costs will not vary from the Opinion of Probable Cost prepared by V3 Companies. Additionally, the Opinion of Probable Costs does not account for the costs associated with potential utility conflicts that have not yet been identified.

Village of Downers Grove



Village of Downers Grove



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

FOR SITE IMPROVEMENTS AS SHOWN ON PROPOSED UTILITY PLAN - ALT B
Brook Drive and Centre Circle

BASE BID

Item	Description	Owner's Est. Qty.	Bidder's Est. Qty.	Unit	Bidder's Unit Cost	Subtotal
1.00	EARTHWORK AND EROSION CONTROL					
1.01	Mobilization	1		ls	\$10,000.00	\$10,000.00
1.02	Traffic Control	1		ls	\$5,000.00	\$5,000.00
1.03	Erosion Control Blanket	1,175		sy	\$1.25	\$1,468.75
1.04	Turf Grass Seeding	1,175		sy	\$2.50	\$2,937.50
Section Subtotal:						\$19,406.25

Item	Description	Owner's Est. Qty.	Bidder's Est. Qty.	Unit	Bidder's Unit Cost	Subtotal
2.00	REMOVALS					
2.01	Remove Manhole	3		ea	\$700.00	\$2,100.00
2.02	Remove Storm Sewer	604		lf	\$45.00	\$27,180.00
Section Subtotal:						\$29,280.00

Item	Description	Owner's Est. Qty.	Bidder's Est. Qty.	Unit	Bidder's Unit Cost	Subtotal
3.00	PAVEMENT					
3.01	Pavement Removal and Patch	10,425		sf	\$18.00	\$187,650.00
Section Subtotal:						\$187,650.00

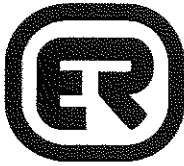
Item	Description	Owner's Est. Qty.	Bidder's Est. Qty.	Unit	Bidder's Unit Cost	Subtotal
4.00	STORM SEWER					
4.01	Storm Sewer (RCP, 30")	249		lf	\$90.00	\$22,410.00
4.02	Storm Sewer (RCP, 36")	68		lf	\$100.00	\$6,800.00
4.03	Storm Sewer (RCP, 42")	287		lf	\$150.00	\$43,050.00
4.04	Storm Manhole (6' DIA.)	3		ea	\$4,950.00	\$14,850.00
4.05	5-foot Storm Trap Chambers	72		ea	\$4,500.00	\$324,000.00
Section Subtotal:						\$411,110.00

TOTALS						
1.00	Earthwork and Erosion Control					\$19,406.25
2.00	Removals					\$29,280.00
3.00	Pavement					\$187,650.00
4.00	Storm Sewer					\$411,110.00
Sub Total						\$647,446.25
15% Contingency						\$97,116.94
TOTAL						\$744,563.19

This Engineer's Opinion of Probable Cost is based upon the Proposed Utility Plan - Alt B prepared by V3 Companies of Illinois, latest revision date 07/24/08. Since V3 Companies has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Opinion of Probable Costs is made based on V3 Companies' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; however, V3 Companies can not and does not guarantee that proposals, bids or actual construction costs will not vary from the Opinion of Probable Cost prepared by V3 Companies. Additionally, the Opinion of Probable Costs does not account for the costs associated with potential utility conflicts that have not yet been identified.

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

(Selected Firm shall insert fee proposal here. DO NOT insert a form contract. This RFQ/RFP document including detail specs and Proposer's response will become the contract with the Village.)



ENGINEERING RESOURCE ASSOCIATES, INC.

Consulting Engineers, Scientists & Surveyors

May 17, 2013

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

**SUBJECT: Proposal for Professional Engineering Services
Roadway Reconstruction – Brook Drive and Centre Circle-Design Engineering
Proposal No. ST-040-13**

Dear Nate:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for the Brook Drive and Centre Circle Design Engineering 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 23 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 Brook Drive and Centre Circle Design Engineering Project.

- **Municipal Roadway and Infrastructure Experience**

ERA has a 23 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 the 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: Brian Dusak, PE, CFM – 11 years/11 at ERA
- Project Director: Steve Wegner, PE - 30 years/19 at ERA
- Quality Control / Quality Assurance: Rod Beadle, PE, CFM - 29 years/23 at ERA

Warrenville
3s701 West Avenue, Suite 150
Warrenville, IL 60555
T 630.393.3060
F 630.393.2152

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 217.351.6266
F 217.355.1902

- Lead Water Resource Engineer: Marty Michalisko, PE, CFM – 15 years/15 at ERA
- Project Engineer (Roadway): Jake Wolf, PE – 17 years/17 years at ERA
- Project Engineer (Water Resources): Kerry Behr, PE, CFM – 14 years / 10 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, Brian Dusak, has personally overseen the design of the Oak Grove Unit III Reconstruction project which is being constructed this summer. Brian is a dedicated employee of 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.

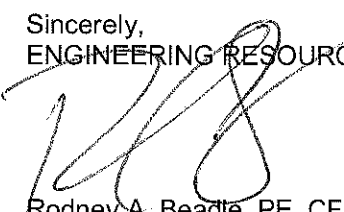
- Oak Grove Unit III Reconstruction
- Valley View Estates Reconstruction
- Knottingham Reconstruction Resident Engineering (R.E.) Services
- Prentiss Creek Subwatershed B Storm Sewer and Sunridge Subdivision Water Main Improvements Project
- St. Joseph's Creek South Subwatershed J Watershed Improvements
- 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.


Rodney A. Beadle, PE, CFM
President/Project Director


Brian J. Dusak, PE, CFM
Project Manager





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- *Proposed Project Schedule*
- *Proposed Overall Not-to-Exceed Cost*
- *Forms*



ENGINEERING RESOURCE ASSOCIATES, INC.



PROJECT UNDERSTANDING / APPROACH

Project Background

The Brook Drive and Centre Circle Roadway Reconstruction Project is located at the northeast corner of the intersection of Butterfield Road and Finley Road. It is a commercial subdivision with several businesses and includes one of the main entrances to the Finley Square Mall. The streets were constructed on a pozzolanic base and this cross section is no longer adequate for the volume of existing traffic. The right of way varies from 70-feet-wide along Centre Circle to 80-feet-wide along Brook and Downers Drives. The streets vary from approximately 38 to 52 feet-wide from back of curb to back of curb with the south end of Downers Drive widening to approximately 77 feet wide. There are three existing traffic signals that maybe effected by the construction.

The project area has experienced frequent flooding and drainage problems during moderate and heavy storm events. Flooding up to three or four feet deep has been reported and observed an average of two times per year. Street flooding prevents access to the project area for emergency vehicles and employees. A design memorandum was completed in September, 2010 which found that the existing storm sewer system has less than a one year level of protection. Preliminary design alternatives were also investigated. These alternatives included underground storage and storm sewer replacement, but they only increased the level of protection to a two year level. It is anticipated that design services for this project will include a more comprehensive analysis of existing and proposed conditions, including more effective and efficient approaches to mitigate flooding problems.

The Village of Downers Grove now desires to reconstruct the following street sections as part of this project:

Street Name	From	To	Length (ft)
Centre Circle Drive	Brook Drive	Brook Drive	2,760
Brook Drive	Centre Circle Drive	Finley Road	2,350
Downers Drive	Brook Drive	Butterfield Road	700
Total Length			5,810



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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.

Access – Most of the parking lots in the subdivision have at least two entrances which will help with providing access to businesses during construction. The parking lots with only one apron and the buildings with only one loading dock will require that the aprons be constructed in halves or with the use of High –Early PCC pavement as was specified in Oak Grove Unit III. 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 – A review of contour mapping and storm sewer atlases indicates that there is a relatively small tributary area to the project area which is drained by an apparently undersized storm sewer system. The system outlets into a channel west of Finley Road. The channel drains directly to the East Branch, DuPage River. Existing inlets have low capacity lids which further restrict system capacity. It also appears that there are too few inlets to handle inflows efficiently. We will review several approaches to reduce the frequency and severity of flooding problems including the following potential measures:

- Reduction of pavement widths to reduce runoff volumes.
- Parkway detention storage using rain gardens or open turf facilities.
- Extensive use of best management practices.
- More cost effective underground storage using specialized products.
- Placement of underground storage under parkways to reduce trench backfill costs.
- Encouragement of green roof concepts for tributary buildings.
- Coordination with the Village of Lombard to consider shared use of detention facilities.
- Larger diameter storm sewers to increase conveyance – these may include box culverts or elliptical pipe to meet slope, cover, and conflict restrictions.
- Profile revisions to raise pavement elevations, especially in flooding areas, thereby increasing head on storm sewers to increase conveyance capacity. This may also require revisions at delivery docks.
- Consideration of coordination with the Village of Lombard to integrate potential off-site detention storage alternatives.

Pavement Design – The proposed roadway will be analyzed for either PCC pavement or HMA pavement. We will also consider the use of Roller Compacted Concrete (RCC) with a HMA surface course to reduce the required cross section thickness. The material cost of RCC is presently \$15 to \$20 less per ton than HMA base course. The use of RCC is becoming increasingly popular. IDOT is presently working with local communities to allow RCC as an eligible item for MFT funds.

Super-elevation / Roadway Width – We will also consider super-elevating portions of the road to reduce



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PROJECT UNDERSTANDING / APPROACH

the steepness of the driveways. In addition, reducing the width of the streets may reduce the slope of the existing driveways, allow the lowering of the roadway to provide an overland flow route, and minimize the length of storm sewer and number of structures since all drainage would be taken to one side of the street. Figure 1 below illustrates how this may be accomplished.

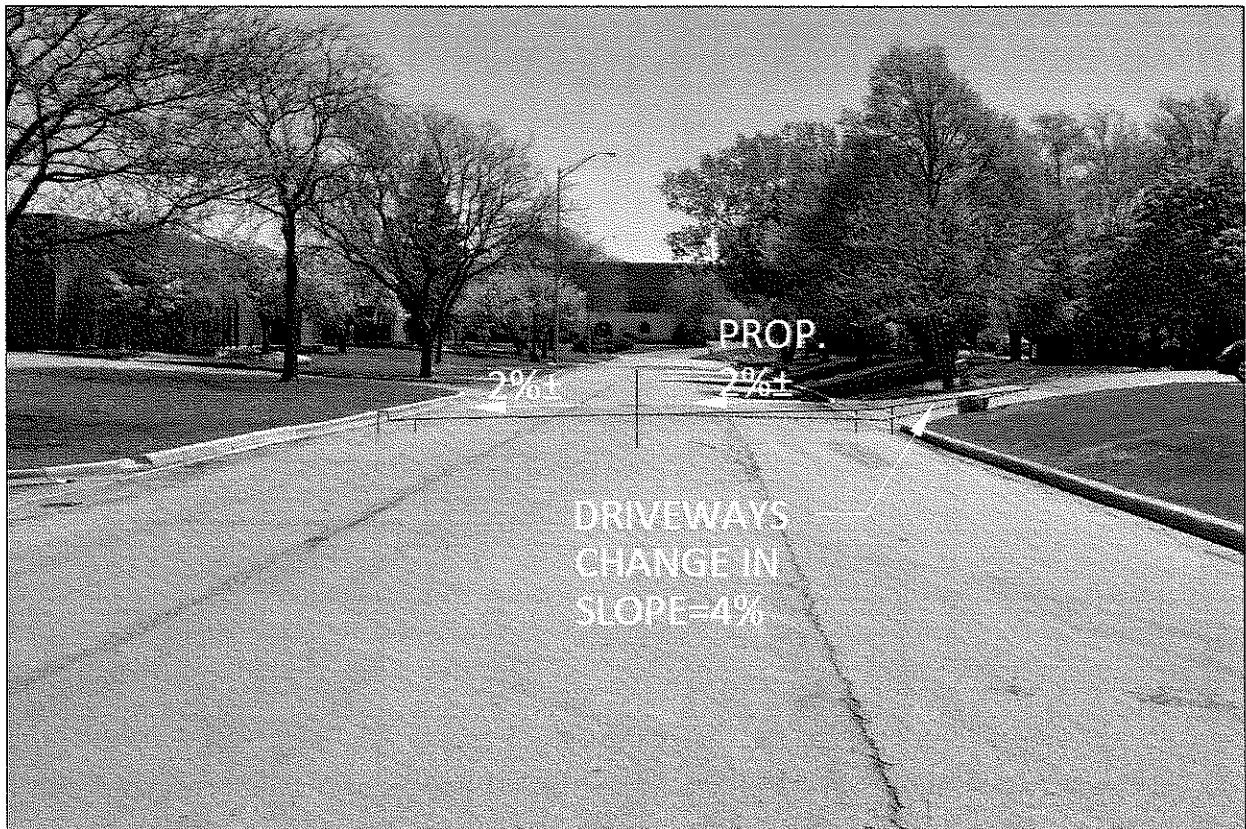


Figure 1. Roadway Super-elevation Scenario

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

- 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.
- Reduction of pavement width to reduce impervious area and reduce runoff volumes.
- Parkway detention storage using rain gardens or open turf facilities.
- Extensive use of best management practices.



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PROJECT UNDERSTANDING / APPROACH

- The Village could work with the local businesses to encourage the use of green roof concepts for tributary buildings.



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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) Progress Meetings - Meet with Village staff during design period to review Village comments at the 50%, 90% and 100% submittals 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 88 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, building faces along with finished floor elevations 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.
 - 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



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PROJECT UNDERSTANDING / APPROACH

- 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. In addition PK nails will be placed along the centerline of the roadway at 100 foot intervals.
 - g) The total length of survey, including surveying Finley Road 100 feet each side of Brook Drive and Butterfield Road each side of Downers Drive, is approximately 6,200 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) **Drainage Evaluation** – We will complete a comprehensive evaluation of existing and proposed stormwater conditions within the project area. This task includes delineation of tributary areas, determination of existing and proposed land use coverage and inventory of floodplain and high water elevations for adjacent areas from previous studies. We will input this information and information from our survey tasks to analyze existing conditions using the XP-SWMM program. We will also evaluate and design proposed improvements to the existing system within the project area to reduce the extent and severity of flooding and drainage problems and to provide a higher level of protection. This may include new storm sewers with higher capacity, above ground storage and below ground storage. The effects of potential other non-structural improvements such as green roof, rain gardens, bio-swales, etc. will also be included in our evaluation and design.
 - b) **Pavement Analysis** – ERA will review the geotechnical information provided by the Village and provide cost analyses of different pavement types and thicknesses required and will review subgrade improvement alternatives such as undercutting or installing geogrid to extend the pavement service life.
- 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 2013. A typical plan set will include the following sheets.
- | | | |
|----|---|----------|
| a) | Cover Sheet, Location Map and Index of Sheets | 1 sheet |
| b) | General Notes and Summary of Quantities | 1 sheet |
| c) | Earthwork Schedule | 1 sheet |
| d) | Typical Sections and Construction Details | 2 sheets |
| e) | Construction Phasing | 3 sheet |





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f)	Alignment, Ties and Benchmarks	1 sheet
g)	Plan and Profile Key Plan	1 sheet
h)	Plan & Profile Sheets (1"=20')	10 sheets
i)	Storm Sewer Plans	5 sheets
j)	Cross Section Sheets	20 sheets
k)	Erosion and Sediment Control Plan	1 sheet
	Total	46 sheets

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. Based on the new DuPage County Ordinance, detention and BMPs will not be required. However, given the reported flooding problems in the area, detention storage and use of BMPs may be beneficial. ERA will prepare a storm water submittal that demonstrates the proposed improvements meet the Downers Grove storm water regulations and new DuPage County Ordinance.
 - b) IDOT – Since the project will be funded by the Village and work is not expected within the Butterfield Road right-of-way, coordination with IDOT is not anticipated.
 - c) IEPA – Water Mains – Since the water main is not being 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





PROJECT UNDERSTANDING / APPROACH

Deliverables

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

1. Project Meetings and Coordination

- 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. Two (2) hard copies 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

4. Pre-Final (90%) PS&E

- a. Two (2) hard copies 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





PROJECT UNDERSTANDING / APPROACH

- d. Preparation of addenda if required
- e. Prepare bid tabulation

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 January 31, 2014. 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	1,363	\$126,636
Direct Costs (Mileage, Printing, Shipping)		\$925
TOTAL NOT-TO-EXCEED	1,363	\$127,561

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



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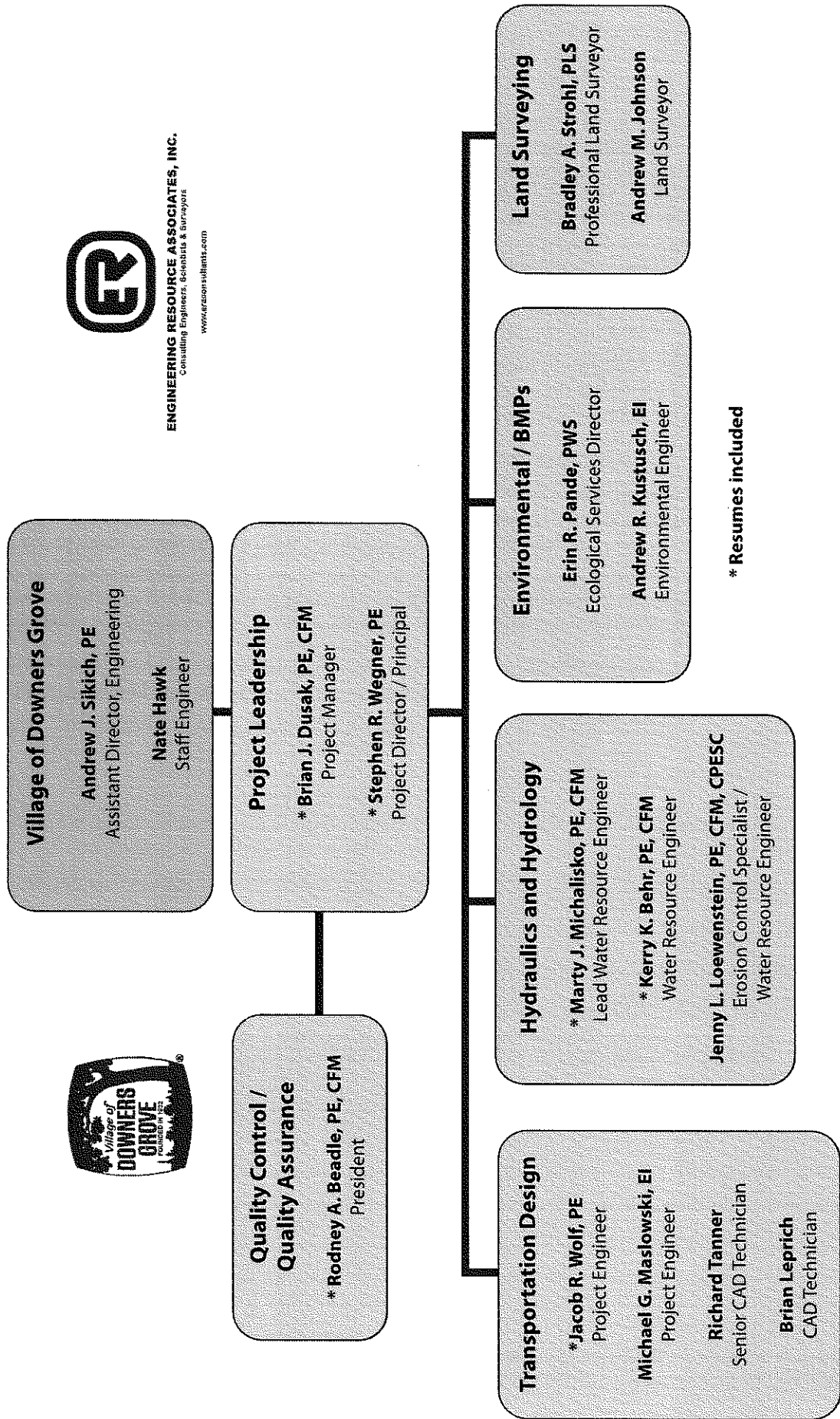
Roadway and Infrastructure Team

Village of Downers Grove

Brook Drive and Centre Circle Design Engineering



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



[illegible]

**Village of Downers Grove
Brook Dive and Centre Circle Roadway Reconstruction Project**

Multiplier Rate: 2.80

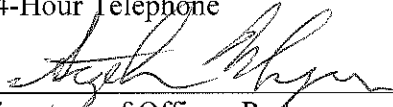
\$127,561

VI. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Engineering Resource Associates, Inc.	Date: May 17, 2013
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	24-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 A. Beadle
Signature of Corporation Secretary -	President

VILLAGE OF DOWNERS GROVE:

_____ Authorized Signature	ATTEST:
_____ Title	_____ Signature of Village Clerk
_____ Date	_____ Date

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

Village of Downers Grove



VENDOR W-9 REQUEST FORM

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

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

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Engineering Resource Associates, Inc.
ADDRESS: 3s701 West 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: _____

DATE: May 17, 2013

Village of Downers Grove

PROPOSER'S CERTIFICATION

Roadway Reconstruction, Engineering Resource

With regard to Brook Drive and, proposer Associates, Inc. hereby certifies
(Name of Project) (Name of Proposer)

the following: Centre Circle
DESIGN ENGINEERING

Proposal No.: ST-040-13

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the 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] Rodney Beadle, President
Proposer's Authorized Agent

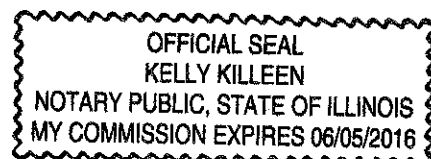
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 17 day of May, 2013.

[Signature]
Notary Public)



(Fill Out Applicable Paragraph Below)

Village of Downers Grove

(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 A. Beadle

Secretary: Susan Beadle

Treasurer: N/A

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

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

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

(c) **Sole Proprietor**

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

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

Village of Downers Grove

Insurer's Name Holmes Murphy & Associates

Agent Paula Dixon

Street Address 311 S. Water Street, Suite 211

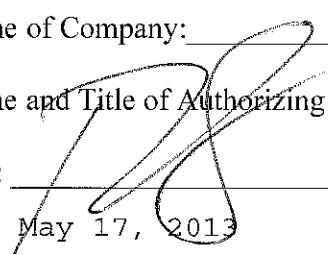
City, State, Zip Code Peoria IL 61602

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: Rodney Beadle, President

Signature: 

Date: May 17, 2013

Suspension or Debarment Certificate

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

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

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

Company Name: 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: rbeadle@eracconsultants.com

Authorized Company Signature: _____

Print Signature Name: Rodney Beadle Title of Official: President

Date: May 17, 2013

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

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

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

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

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

Under penalty of perjury, I declare:

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

Signature

Rodney Beadle

Print Name

☐ Bidder/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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2012

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108 Paula Dixon		1-800-527-9049		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Engineering Resource Associates, Inc. 3S701 West Street, Suite 150 Warrenville, IL 60555				INSURER(S) AFFORDING COVERAGE INSURER A: SENTINEL INS CO LTD INSURER B: HARTFORD ACCIDENT & IND CO INSURER C: XL SPECIALTY INS CO INSURER D: INSURER E: INSURER F:	
				NAIC # 11000 22357 37885	

COVERAGES**CERTIFICATE NUMBER:** 28637939**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC		83SBAZQ6429	08/15/12	08/15/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		83UBCNM2684	08/15/12	08/15/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 10,000		83SBAZQ6429	08/15/12	08/15/13	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		83WECLV8434	08/15/12	08/15/13	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made		DPR9699859	08/15/12	08/15/13	Each Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Paula Dixon</i>

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2013-2017 Capital Project Sheet

Project # **ST-040**

Project Description **Roadway Reconstruction, Brook & Centre**

Project summary, justification and alignment to Strategic Plan

The reconstruction of Brook Drive and Centre Circle are included in this project. These roads experience heavy traffic loads from the surrounding industrial uses, and are in need of reconstruction.

Cost Summary	New	Maintenance	Replacement	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
Professional Services					150,000	40,000				190,000
Land Acquisition										-
Infrastructure			X			2,500,000				2,500,000
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				-	150,000	2,540,000	-	-	-	2,690,000

Funding Source(s)		FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Years	TOTAL
220-Capital Improvements Fund	▼		150,000	2,540,000				2,690,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		-	150,000	2,540,000	-	-	-	2,690,000

Project status and completed work

none.

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

None.

Impact-annual operating expenses	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	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